

Columbia Heights ISD #13

MASTER AGREEMENT

ISD #13

**COLUMBIA HEIGHTS
PUBLIC SCHOOLS**

AND

**EDUCATION ASSISTANT EMPLOYEES
SEIU Local 284
School Service Employees
CTW**

2006-2008

**COLUMBIA HEIGHTS PUBLIC SCHOOLS
INDEPENDENT SCHOOL DISTRICT NO. 13**

EDUCATION ASSISTANT EMPLOYEES

**ARTICLE I
PURPOSE**

Section 1. Parties: THIS AGREEMENT, entered into between Independent School District No. 13, Columbia Heights, Minnesota, hereinafter referred to as the School District, and the Education Assistant Employees, Local 284, 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 PELRA of 1971, as amended, to provide the terms and conditions of employment for Education Assistant employee for the duration of the Agreement.

**ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition: In accordance with the PELRA of 1971, as amended, the School District recognizes Local 284 as the Exclusive Representative for Education Assistant employees employed by the School District which Exclusive Representative shall have those rights and duties as prescribed by the PELRA of 1971, as amended, and as described in the provisions of this Agreement.

**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 the purpose of the Agreement, the term Education Assistant Employees shall mean all persons in the appropriate unit employed by the School District as defined in Minnesota Statute 179A.03 Subd. 14(e) in such classification excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose service does not exceed 14 hours per 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. School District: For the purpose of administering this Agreement the term "School District" shall mean the School Board or its designated representative.

Section 4. Substitutes: A substitute shall mean those casual employees who are hired to perform the duties of a regular employee who is either part-time or full-time.

Section 5. Other Terms: Terms not included in this Agreement shall have those meanings as defined by the PELRA of 1971, as amended.

ARTICLE IV SCHOOL BOARD RIGHTS

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

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

Section 3. Effect of Laws, Rules and Regulations: The Exclusive Representative recognizes that all employees covered by this Agreement shall perform the Education Assistant services prescribed by the School District and shall be governed by the School Board policies, rules, regulations, directives and orders which are not inconsistent with the terms and conditions of employment set forth in this Agreement and which are issued by properly designated officials of the School District. Any provisions of this Agreement found in violation of any law, rule, or regulation thereunder, shall be without force or effect.

ARTICLE V EMPLOYEE RIGHTS

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

Section 2. Right to Join: Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in the 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 of such unit with the School Board.

Section 3. Request for Dues Check-Off: Employees shall have the right to request and be allowed dues check-off for the employee organization of their selection, provided that dues check-off and the proceeds thereof shall not be allowed any employee organization that has lost its right to dues check-off pursuant to 179A.18 to 179A.24 of the PELRA of 1984, as amended. Upon receipt of the 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's organization during the period provided in said authorization. All union dues will be deducted equally for the 24 pay periods to cover the 12 months. Deductions shall be made semi-

monthly and transmitted monthly to the designated organization together with a list of names of employees from whom deductions were made.

Section 4. Fair Share Fee: Effective July 1, 1973, public employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Public 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 such employees with the employer of such unit. Except for employees included in Section 179A.03, Subd. 13 until January 1, 1975 only, all public employees who are not members of the Exclusive Representative may be required by said representative to contribute a fair share fee for services rendered by the Exclusive Representative, and the Employer upon notification by the Exclusive Representative of such employees shall be obligated to check off said fee from the earnings of the employee and transmit the same to the Exclusive Representative. The employer upon notification in writing by the Exclusive Representative will deduct said fair share fee in installments semi-monthly for a period of 24 pay periods from each employee's regular pay check and forward such fees to the union.

Section 5. Probationary Period: An employee under the provisions of this Agreement shall serve a probationary period of 90 student contact days, commencing the first day of work, of continuous service in the School District. During the probationary period the School District shall have the unqualified right to discipline, including suspend without pay, or discharge the employee without recourse to the grievance procedure. Following the probationary period, the School District shall follow a policy of progressive discipline, unless the severity of the conduct justifies more severe consequences. The District shall discipline or discharge employees only for just cause.

Section 6. Job Posting: Written notice of job openings shall be posted in each building for a period of five (5) calendar days and shall be given to the Union Steward(s). During the summer months the School District shall mail or e-mail Education Assistant job postings to employees who have requested in writing such notices. Application of the interested parties should be sent to Human Resources. Seniority and current employment as a School District Education Assistant will be a consideration but will not be an absolute factor. The leading candidates whose background and abilities meet the requirements of the posted position will be interviewed by their potential supervisor. The Human Resources office will recommend the successful candidate to the Superintendent for School Board approval and forward a copy to the Union Steward. Once a posting has been filled, the District shall within five (5) days notify the Steward(s). Such notification shall include: name, wage, benefits, position title, number of hours and location.

Section 7. Employee Orientation: All new employees are required to participate in a three hour employee orientation session before or immediately upon employment. The union steward and or business agent will be given an opportunity to address the attendees regarding membership in the collective bargaining unit.

Section 8. Union Business: The School District shall not deduct the pay of elected officers or appointed representatives involved in/or conducting union business, but the Union agrees to reimburse the School District for all substitute Education Assistant costs incurred as a result of union business. When mediation or arbitration sessions will require the attendance of both parties to meet on work time, no salary deductions shall be made for such leave to the employees, but Local 284 agrees that if a substitute is used, the district will be reimbursed for the wages of the substitute. The School District shall afford reasonable time off to elected officers or appointed

representatives of the exclusive representative and may, upon request, provide for leaves of absence to elected or appointed officials of the exclusive representative.

Section 9. Seniority/Lay-off Reassignment from Eliminated Positions:

Subd 1. Seniority List: A seniority list, based on the first day of continuous service of employment in the bargaining unit, shall be published on March 1 of each year. The list shall show seniority in the District. In the event of equal seniority, the earliest date of employment action by the Board shall determine the greatest seniority. Should a tie still exist the person whose name appears first in the board agenda shall have the greatest seniority.

Subd 2. Lay-off: When a position is eliminated, the person or persons with the least total seniority in the District shall be laid off until the hours of employment reduced are equal to that of the position eliminated.

Subd. 3. Re-employment rights will be maintained for a period of one (1) year from date of lay-off and recall shall be based on seniority and the most senior employee on lay-off shall be recalled first. Employees shall be notified in writing. Employees who are called back during this one (1) year period, but do not report for duty within fourteen (14) calendar days after written notification of recall shall forfeit all rights to further recall. Any time loss due to lay-off shall not count as years of service, vacation or severance pay accrual.

Subd. 4. Reassignment: A two-week notice shall be given, if possible, to employees in the event a reassignment of duties is necessary.

**ARTICLE VI
COMPENSATION PLAN**

Section 1. Rates of Pay: The basic salary schedule set forth in Appendix A attached hereto shall be a part of this Agreement, effective July 1, 2006. All new employees shall be placed on the beginning step of the wage schedule unless the district confers with the union about placement above the beginning step. Employees shall be compensated for 2006-2007 and 2007-2008 at the appropriate step as set forth in Appendix A. In the event a successor Agreement is not entered prior to July 1, 2008, an employee shall remain at the same step as compensated during the 2007-2008 contract year until a successor Agreement is reached, which Agreement shall govern advancement for the next Agreement.

Section 2. Longevity Pay: Longevity pay of \$ 90.00 annually will be granted after fifteen (15) years of continuous service and \$200.00 per year after twenty (20) years of continuous service to the School District as a Education Assistant employee. The longevity payment shall be made in one lump sum on the last day of each contract year following the employee's completion of fifteen (15) or twenty (20) years of continuous service.

Section 3. Step Advancement: Advancement on the salary schedule will be on July 1 of each year.

Section 4. Mileage Reimbursement: Individuals will be reimbursed at the approved

IRS rate when an employee is directed by the School District to use their own vehicle for District purposes. Such reimbursements must be pre-approved to be eligible.

Section 5. Lunch/Break: Employees working four (4) hours or more per day shall be provided a duty-free, unpaid lunch period of thirty (30) minutes. Relief periods or breaks will be provided under the following schedule:

- a. Individuals working 4 hours to 5 - 1/2 hours: One 15-minute break
- b. Individuals working 6 hours: Two 10-minute breaks
- c. Individuals working more than 6 hours: Two 15-minute breaks

Scheduling of breaks shall be the responsibility of the building principal/supervisor.

Section 6. Resignation: All employees within this document shall be required to provide a letter to the District with a two (2) week notice upon their resignation as PERA requires. Letter of intent for returning the next year is no longer required.

Section 7. Notice of Assignment: The District will notify each Education Assistant in writing on or before the last student contact day as to those Education Assistants who will not be returning for the next school year. On or about August 20 of each school year the Education Assistant employee will be notified of their specific assignment.

A Education Assistant employee invited by the Superintendent to attend Convocation shall be paid at the Education Assistant employee's regular hourly rate of pay.

Should the pupil being supported by an Education Assistant leave the district, or no longer need individual support, the pupil support Education Assistant for the student will be notified that *they* will be reassigned according to seniority, experience and qualifications of the Education Assistant, and the best interests of the School District.

Section 8. In-Service Training Days: Twelve hours of in-service training days shall be provided to all Education Assistant employees, including the Convocation, if attended as provided in Section 7.

Section 9. Compensation Time: All compensation time must be pre-approved by the building principal/supervisor.

Section 10. Payment Method: Employees shall be paid on a 26 pay check schedule. Voluntary deductions shall be taken out of 24 pay checks.

Section 11. Substitute Pay: Education Assistant employees shall not be required to serve as a substitute teacher, in the absence of the classroom teacher, except in the occasional emergency situation, and then only for a brief period of time. In an emergency situation, if an employee is required to act as a substitute teacher for two hours or more, the employee shall be compensated an additional two (2) dollars per hour over the employee's current rate of pay, for the period they serve as a substitute teacher.

Section 12. Meeting Attendance: In the event a Education Assistant is directed by the case manager, the supervising principal or Special Education Director to attend an IEP meeting or

meeting/conference regarding a student, the Education Assistant will be paid at the Education Assistant's hourly rate, if the meeting extends or occurs beyond the contract day.

ARTICLE VII LEAVES OF ABSENCE

Section 1. Sick Leave: Sick leave allowance shall be credited at the beginning of the work year up to nine days per year. (A day is defined as the number of hours worked per day.) Unused sick leave at the end of the year shall be carried over into the next year and may accumulate to a maximum of 155 days. (The number of hours worked per day may vary from year to year.) Sick leave shall not accumulate during any time that an employee is on an unpaid leave of absence. On the third incidence of absence, the School District may require an employee who has been absent because of illness to furnish a medical certificate from a qualified physician as evidence of illness indicating such absence was due to illness in order to qualify for sick leave pay.

Section 2. Immediate Family Bereavement Leave: Up to five days of sick leave may be granted at the time of death for the immediate family (spouse, child, parents, brother or sister) or close family (sister/brother-in-law, parents-in-law, grandparents or grandchildren).

An employee may use accumulated sick leave benefits for absences due to an illness of the employee's child, spouse or parent for such reasonable periods as the employee's attendance with the child, spouse, or parent is necessary, on the same terms the employee is able to use sick leave benefits for the employee's own illness. This sick child, spouse or parent care leave applies only to sick leave benefits payable to the employee from the sick leave benefits accumulated by the employee.

The District reserves the right to require doctor's certification when such care is required and it also reserves the right to obtain periodic reports on the status of the child's, spouse's, or parent's illness. This requirement is in effect following three (3) consecutive days of absence due to a child's, spouse's or parent's illness.

Section 3. Emergency Leave: Two (2) days of emergency leave per year (non-accumulative) may be granted when in the opinion of the Administration such request constitutes a real emergency. The salary in such cases will be paid in full but the days granted will be deducted from sick leave accumulation.

Section 4. Personal Leave: Each employee shall be credited with three (3) personal days deducted from sick leave each year. Personal leave is to be used for necessary absence required for the transaction of personal business which cannot be completed outside of the normal working day. Examples of personal business which qualify for use of such leave include, but are not limited to, personal reasons, court appearances, real estate closings, or a significant family event such as wedding and commencement ceremonies. Application for use of such leave shall be made in advance in writing, when possible, to the immediate supervisor. In the event the written notice cannot be given, oral approval must be obtained from the supervisor.

Section 5. Workers' Compensation:

Subd. 1. Upon the request of an employee who is absent from work as a result of a compensable

injury incurred in the service of the School District and under the 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 deducted from the employee's sick leave or accrued vacation to the extent of the employee's earned accrual sick leave and/or vacation pay.

Subd. 2. If allowed by the Board, deduction shall be made from the employee's accumulated vacation or sick leave accrual time according to the same pro-rata portions of days of sick leave or vacation time that 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 or vacation 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 injury compensable under the Workers' Compensation Act who elects to receive sick leave or vacation pay pursuant to this policy shall submit his/her Workers' Compensation check, endorsed to the School District, prior to receiving payment from the School District for his/her absence.

Subd. 6. Disability: All group insurance benefits shall be retained by Education Assistant employees who may become disabled due to a job-related accident or injury. Costs to the employee so disabled shall remain the same as for active employees. All insurance benefits resulting from a job related accident or injury shall cease at age 65.

Section 6. Parental Leave:

Subd. 1. An employee shall be afforded a parental leave of absence providing she/he follows the procedures outlined in this Section. For the purpose of this contract, parental leave will be defined as leave of absence for pregnancy, leave of absence for care of a newborn child (or a combination of both), or adoption.

Subd. 2. An employee who is applying for this leave shall either submit a written resignation or request a leave of absence in writing subject to the provisions of this Section.

Subd. 3. An employee wishing to use parental leave shall notify the Superintendent in writing not later than thirty (30) calendar days prior to the date the employee wishes to commence the leave, and also at such time, shall provide a physician's statement indicating the estimated date of delivery of the child.

Subd. 4. An employee requesting a parental leave shall submit a written request to the Superintendent including commencement date and estimated return date. If an employee so elects, a written resignation may be tendered. An employee contemplating an adoption shall notify the Superintendent of plans to adopt in accordance with the time frame found in Subd. 3 of this Section and shall give at least five (5) days notice before actually commencing the leave.

Subd. 5. The effective beginning date of such leave or the resignation of the employee, if the

employee so elects, shall be submitted by the Superintendent to the School Board for its action.

Subd. 6. The Board shall not, in any event, be required to grant any more leave than twelve (12) months from commencement of the leave. If the original agreed upon return date is less than the maximum allowed, the leave may be extended by mutual agreement of the employee and the Superintendent.

Subd. 7. If the employee complies with all provisions of this Section, a parental leave shall be granted by the Board, and the Board shall notify the employee in writing of its action.

Subd. 8. If the leave is for the purpose of childbearing, the employee may resume her job as soon as she and her doctor agree she is physically qualified to perform her duties.

Subd. 9. All employees returning from a parental leave shall be re-employed in a position for which she/he qualified commensurate with a position occupied prior to the leave, subject to the following conditions.

1. That the position has not been abolished, subject to the provisions of this Agreement.
2. That she/he is not physically or mentally disabled from performing the duties of such position.

Subd. 10. Failure of the employee to return pursuant to the date determined in this Section shall constitute grounds for termination in the District.

Subd. 11. The parties agree that the applicable periods of probation for employees set forth in this contract are intended to be periods of actual service enabling the School District to have an opportunity to evaluate an employee's performance. The parties agree, therefore, that periods of time for which the employee is on parental leave shall not be counted in determining the completion of the probationary period.

Subd. 12. An employee who returns from parental leave within the provisions of this section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The employee shall not accrue leave time during the period of absence for parental leave, but shall accrue time for the purposes of seniority.

Subd. 13. An employee on parental leave is eligible to participate in group insurance programs for such programs as she/he wishes to retain, commencing with the beginning of the leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the district pursuant to this section.

Subd. 14. In case of adoption, Subd. 3. is not applicable. The parties further agree that any parental leave of absence granted under this Section shall be a leave without pay. Nothing in this Section may be construed to mean that an employee must take parental leave.

Subd. 15. A pregnant employee may use sick leave for those days in which she is ill due to pregnancy or childbearing. However, if a parental leave is to begin after the childbearing, the beginning date of that leave must be at the earliest date the physical condition of the employee would have allowed her to assume her job responsibilities. Nothing in this Section shall prevent the granting of a request to start a parental leave prior to the birth of the child, but when such request is granted ~~the~~

the leave of absence shall be without pay and the employee shall not accrue fringe benefits or be eligible for school district contributions, but the employee shall accrue seniority during the leave.

Section 7. Medical Leave:

Subd. 1. An employee who is unable to work because of illness or injury and who has exhausted all sick leave credit shall, upon request and with Board approval, be granted a medical leave of absence without pay for a period of time not to exceed one (1) year from the approval date. The District may, after review of the specific conditions, renew such leave for a period of one (1) more year pending medical evidence.

Subd. 2. A request for leave of absence under this Section shall be accompanied by a written statement from a medical doctor outlining the condition of health and estimated time at which the employee is expected to assume her/his normal responsibilities. The employee requesting medical leave shall, if the Board desires, submit to an examination by a physician(s) selected by the Board, at Board expense, prior to the granting of medical leave.

Subd. 3. This shall be a leave of absence without pay, during which an employee shall not accrue fringe benefits or be eligible for School District contributions, but shall accrue seniority.

Subd. 4. Any employee who fails to comply with the provisions of this Section may be terminated for just cause.

Section 8. Child Conference/Activity Leave: An employee may have up to a total of 16 hours during any school year to attend school conference or classroom activities related to the employee's child, provided that the conferences or classroom activities cannot be scheduled during non-working hours and the need for the leave is foreseeable. The employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to disrupt unduly the operations of the District. The employee may substitute personal leave or unpaid leave for any part of the leave.

Section 9. Career Exploration Leave: A voluntary leave of absence for at least one (1) year but no more than two (2) years, without pay, shall be granted by the Board under the following conditions:

Subd. 1. The employee must have been employed on a full-time basis by the District for at least five (5) years but have less than thirty (30) total years of employment.

Subd. 2. A leave may be granted only once.

Subd. 3. The employee on such leave shall be reinstated to the least senior position in the same category which she/he occupied prior to going on leave provided she/he has more seniority and the employee has not been terminated under the lay-off provision of the contract; and has notified the Board of her/his intent to return prior to May 1st of the year of the date of return. Failure to comply with the subdivision shall constitute grounds for termination.

Subd. 4. The employee on such leave shall retain seniority earned prior to the leave but shall not accrue any additional seniority in the District during the period of said voluntary leave. Any sick leave or years of service toward vacation accrual earned prior to the commencement of the leave shall be granted should the employee return to work in District #13.

Subd. 5. No sick leave or vacation will accrue and no insurance benefits will be provided by the Board during this voluntary leave. The employee may remain in the group hospitalization/medical plan at her/his expense if no other employment is held and the carrier permits. All premiums for this insurance shall be paid a month in advance.

Subd. 6. The voluntary leave shall be limited to one (1) employee starting in fiscal year 2002-2003, with a maximum of two (2) employees on said leave in fiscal year 2003-2004 and thereafter providing suitable replacements can be found.

Subd. 7. It shall be agreed by the parties that any individual granted a voluntary career exploration leave shall not file for unemployment compensation benefits chargeable to the District.

Subd. 8. Request for career exploration leave must be made by March 1 of each year. Approval or denial of said leave shall be made known to the requesting employee by the following May 15.

ARTICLE VIII HOURS OF SERVICE

Section 1. Basic Work Week: A regular work week shall consist of 30 hours, exclusive of lunch period for full-time employees. Any time worked over 40 hours in a work week shall be paid at the time and one-half rate.

Section 2. Part-Time Employees: The School Board reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis. Part-time employees are those employees working less than 30 hours per week.

Section 3. Shifts and Starting Time: All employees will be assigned starting time and shifts as determined by the Building Principal.

Section 4. School Closing: In the event that school is closed for any reason (i.e. teachers and/or students are not required to be in attendance) employees who are unable to report to work may use sick leave for the day.

Section 5. Paid Holidays: The following ten (10) holidays shall be paid as per the number of hours normally worked:

Labor Day	Christmas Day (2) days	Teacher Convention (Friday)
Thanksgiving	New Year's Day	Memorial Day
Friday after Thanksgiving	Good Friday	President's Day

**ARTICLE IX
GROUP INSURANCE**

Section 1. Health and Hospitalization Insurance:

- a. **Single Coverage:** The Board shall contribute during the 2006-2007 fiscal year the sum of \$410.00 per month toward the cost of the premium for medical-hospitalization plan for individual Education Assistant personnel working three-quarters time or more, who are employed by the District, and qualify for single coverage. The cost of the premium not contributed by the Board shall be borne by the employee and paid by payroll deduction. The rate for the 2007-2008 fiscal year shall be the same as for other non-administrative staff (teachers).

- b. **Family Coverage:** The Board shall contribute during the 2006-2007 fiscal year the sum of \$880.00 per month toward the cost of the premium for the medical-hospitalization plan for family coverage for each Education Assistant personnel working three-quarters time or more, who is employed by the District, and who qualifies for family coverage. The cost for the premium not contributed by the Board shall be borne by the employee and paid by payroll deduction. The rate for the 2007-2008 fiscal year shall be the same as for other non-administrative staff (teachers).

Section. 2. Retired Employee Medical-Hospitalization Insurance: The School District shall contribute the same amount as that contributed for teachers who retire during the same year as the Education Assistant towards the premium for health and hospitalization insurance for all retirees who have reached age 55 at the time of retirement and have completed at least 16 years of continuous service with the district until the employee is eligible for Medicare. If a court of law or state or federal agency shall determine that the Medicare eligibility language is unlawful, the employee shall receive the benefits in this paragraph for a period of five (5) years following retirement. Such benefits shall be identical to those received by active employees. The entire cost of dependent coverage shall be borne by the retired employee with all premiums payable in advance.

Section 3. Dental Insurance:

- a. **Single Coverage:** The School District will contribute for the 2006-2007 fiscal year the sum of \$17.50 per month toward the cost of premium for dental insurance for individual coverage for each Education Assistant person working three quarters time or more, who is employed by the District, and who qualifies for and is enrolled in the District dental plan. The cost of the premium not contributed by the School Board shall be borne by the employee and paid by payroll deduction. The rate for the 2007-2008 fiscal year shall the same as for other non-administrative staff (teachers).

- b. **Family Coverage:** The School District will contribute for the 2006-2007 fiscal year the sum of \$30.50 per month toward the cost of the premium for dental insurance for family coverage for each Education Assistant personnel working three-quarters time or more, who is employed by the district, who qualifies for and is enrolled in the District dental plan and who qualifies for family coverage. The cost for the premium not contributed by the Board shall be borne by the employee and paid by payroll

deduction. The rate for the 2007-2008 fiscal year shall be the same as for other non-administrative staff (teachers).

Section 4. Long Term Disability Insurance: The School District will pay the premium for the income protection insurance for all Education Assistant personnel working thirty hours or more. The income protection plan shall include the following:

1. Disability benefits will accrue after an elimination period of 60 working days;
2. The monthly income benefit shall be 66 2/3% of basic monthly earnings, but not to exceed \$2,000 per month.

Unused sick leave will be used, at the rate of 1/3 day of leave per day on income protection, to raise the benefits to full salary until such time as the individual's leave time becomes exhausted. Such leave shall in no way reduce the benefits under this income protection program.

Section 5. Life Insurance: The District will pay the premium for a group life insurance policy in the amount of \$25,000 for all permanent employees who are eligible for coverage under the terms of the policy and who work 30 hours per week or more.

ARTICLE X RETIREMENT

Section 1. 403(b) Deferred Compensation: Employees may participate in an Employer 403(b) Compensation Plan as outlined below:

Subd. 1. Employer 403(b) Compensation: Education Assistants may participate in the District 403(b) deferred compensation plan. Employees who have completed at least three (3) years of continuous service with the District will be eligible for an annual employer match of up to \$400.00 for the 2006-2007 contract year and \$500.00 for the 2007-2008 contract year.

ARTICLE XI NO CHILD LEFT BEHIND (NCLB) EDUCATION ASSISTANT CERTIFICATION

Section 1. NCLB Education Assistant Certification:

Subd. 1. Requirements for All Education Assistants: On or before July 1, 2005, all current Education Assistant employees must establish proficiency in one of two ways:

1. Evidence of a two year Associates Degree or four year post-secondary degree, or
2. A passing score on the ParaPro Test

Subd. 2. Title III, English as a Second Language Education Assistant Certification:

On or before July 1, 2005, all current Education Assistant Title III ESL employees must establish proficiency in English in one of two ways:

1. Evidence of a two year Associates Degree or four year post-secondary degree, or
2. A passing score on the ParaPro Test

and

On or before July 1, 2005, all current Education Assistant Title III ESL employees must establish proficiency in any language they use for instruction in one of two ways:

1. Evidence of a two or four year post-secondary degree in the language taught, or
2. A passing score on a language proficiency examination designated by the School District.

Subd. 3. Certification Deadline: All Education Assistant employees hired before July 1, 2005 shall satisfy the requirements in Subdivisions 1 and 2 of this Section and shall provide evidence of satisfying the requirements to the Superintendent on or before July 1, 2005. Any Education Assistant employee who fails to satisfy the requirements by July 1, 2005 shall be terminated. All Education Assistant employees hired on or after July 1, 2005 must have a two year Associates Degree or four year post-secondary degree.

ARTICLE XII GRIEVANCE PROCEDURE

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

Section 2. Representation: The aggrieved party may be represented by another person or persons designated by such party to the Agreement to act on his/her behalf. The number of representatives shall be limited to three (3).

Section 3. Definitions and Interpretations:

Subd. 1. Days: Reference to days regarding the time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated holidays by state law.

Subd. 2. 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 so computed shall not be counted, and 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, Sunday, or a legal holiday. The time limits in this Article can be extended by mutual consent.

Subd. 3. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is either personally served or if it bears a postmark of the United States mail within the specified time period.

Subd. 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School Board's designee, setting forth the facts and the specific provisions of the Agreement allegedly violated and the particular relief sought within ten (10) days after the date of notice of 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 a 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 the alleged grievance informally between the employee and the School Board's designee.

Section 4. Adjustment of Grievance: The School Board and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the School District in the following manner:

Subd. 1. Level I. If the grievance is not resolved through informal discussions, the aggrieved shall present his/her grievance in writing to her/his immediate supervisor. The immediate supervisor shall give a written decision on the grievance to the party involved within five (5) 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 of Schools, provided such appeal is made in writing five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent and/or designated representative shall set a time to meet regarding the grievance within ten (10) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or 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 appeal is made in writing within five (5) days after receipt of the decision in Level II. If grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) 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 Board to hear the appeal at this level, and report its findings and recommendation to the School Board. The School Board shall then render its decision.

Section 5. School Board Review: The School Board reserves the right to review any decision issued under Level I or II of this procedure provided the School Board or its representative notify the parties of its intention to review ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this Agreement the School Board reserves the right to affirm, reverse or modify such decision. Should the School Board review and rescind a decision either at Level I or II, the grievant may re-file directly to the next step within ten (10) days.

Section 6. Denial of Grievance: Failure by the School Board or its representative 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 7. Arbitration Procedures: In the event that the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Requests: 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 or designee 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 which 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 on an arbitrator is reached, either party may request the Bureau of Mediation Services to appoint an arbitrator, pursuant to the PELRA. The request shall ask that the appointment be made within twenty (20) days after receipt of said request.

Subd. 4. 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 and designate, and 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 oral or written arguments relating to the issues before the arbitrator. The proceedings before the arbitrator shall be a hearing de novo.

Subd. 5. 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 in the PELRA of 1971, as amended.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of the party desiring the transcript. The cost shall be borne by the party making the request unless both parties agree to same, then costs shall be shared equally.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure, subject to the terms of PELRA of 1971, as amended. The jurisdiction of the arbitrator shall not extend to 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 terms 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, selection, direction and number of personnel.

**ARTICLE XIII
DURATION**

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2006 through June 30, 2008 and thereafter as provided by PELRA of 1971, as amended. 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 Board and the Exclusive Representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School Board 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 terms of this Agreement except by mutual consent.

Section 4. Severability: The provisions of this Agreement may be severable by court direction and if any provisions thereof of 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.

Union Representative

Chairperson

Union Steward

Clerk

Bargaining Team Member

Chief Board Negotiator

Bargaining Team Member

Bargaining Team Member

Dated this ____ day of _____, 2007

Dated this ____ day of _____, 2007

APPENDIX A

SALARY SCHEDULE

	<u>2006-2007</u>	<u>2007-2008</u>
Step 1	\$12.18	\$12.43
Step 2	\$13.02	\$13.28
Step 3	\$13.84	\$14.12
Step 4	\$16.49	\$16.82

Effective July 1, 2006, Education Assistants required by the School District for their work assignment to be bilingual shall receive a language differential of \$.50 per hour, which shall not be part of the employee's base hourly rate of pay.