

AGREEMENT

between

**NORTHEAST METROPOLITAN INTERMEDIATE
SCHOOL DISTRICT 916**
White Bear Lake, Minnesota 55110

and

EDUCATION ASSISTANT FEDERATION
LOCAL #2343

effective

July 1, 2011 through June 30, 2013

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ARTICLE I

PURPOSE

Section 1.1 Parties: This contract is entered into between the School Board of Northeast Metropolitan Intermediate School District 916, (hereinafter referred to as the School Board), and the Education Assistant Federation, Local 2343, American Federation of Teachers, National Education Association, Education Minnesota, AFL-CIO, (hereinafter referred to as the Federation), pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, (hereinafter referred to as the P.E.L.R.A.) to provide the terms and conditions of employment for education assistants during the duration of this contract.

ARTICLE II

RECOGNITION

Section 2.1 Recognition: The Board recognizes the Federation as the exclusive representative of education assistants currently employed by the Board. The exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A., and as described in the provisions of this contract.

Section 2.2 Appropriate Unit: The Federation shall represent all the education assistants of the District as defined in this contract and in P.E.L.R.A., including those on leaves authorized by the Board during the period of this contract.

ARTICLE III

FAIR PRACTICES

Section 3.1 Discrimination: In accordance with Board policy, no person or persons, committees, or other divisions responsible to the School Board, shall discriminate against any employee or prospective employee on the basis of race, creed, color, national origin, age, sex, handicaps, or marital status. No persons shall be excluded or barred from participation or employment except as provided in due process and law. Further consideration of fair or unfair practices are those covered by Minn. Stat. § § 179A.01-179A.25.

Section 3.2 Violations: Any violations of the Minnesota Unfair Discriminatory Practices, Minn. Stat. § 363A.03, shall be brought to the attention of the Minnesota Department of Human Rights for disposition.

Section 3.3 Jurisdiction: The parties recognize that jurisdiction for the enforcement of the provisions of Section 3.1 and 3.2 of this Article is vested solely in various state and federal agencies and the courts and, therefore, complaints regarding such matters shall not be subject to the grievance procedure of this Agreement.

ARTICLE IV

DEFINITIONS

Section 4.1 Terms and Conditions of Employment: Terms and conditions of employment means the hours of employment, the compensation therefore, including fringe benefits, except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees. The terms in both cases are subject to the provisions of Minn. Stat. § 179A.06 regarding the rights of public employees and the scope of negotiations.

Section 4.2 Education Assistant (Employee): Education assistant or employee shall mean all persons in the appropriate unit employed by the Board in a position for which no teaching license is required. The education assistant is directly responsible to licensed staff members to perform their duties in the training and/or instruction of students.

Section 4.3 District or School District: District or School District shall mean Northeast Metropolitan Intermediate School District 916.

Section 4.4 School Day: School day shall mean those days designated by the Board on which students of District 916 are expected to attend school.

Section 4.5 Duty Days: Duty days shall mean those days on which education assistants are contracted to perform services.

Section 4.6 Extended Duty Days: Extended duty days shall mean those days beyond the basic contract year on which employees have contracted to perform services as designated by the Board.

Section 4.7 Working Day: Working day shall refer only to a designation of contracted time and shall mean any day, Monday through Friday inclusive, but shall not mean those days designated as legal holidays in this contract.

Section 4.8 Basic Contract Year: Basic contract year shall refer to the paid duty days and holidays as stated in this contract.

Section 4.9 Representative: Representative shall mean a person or persons designated by the Federation as exclusive representative, as per P.E.L.R.A.

Section 4.10 Board or School Board: Board or School Board shall mean the School Board of Northeast Metropolitan Intermediate School District 916.

Section 4.11 Federation: Federation shall mean the Education Assistant Federation, Local 2343, American Federation of Teachers, National Education Association, Education Minnesota, AFL-CIO.

Section 4.12 P.E.L.R.A. P.E.L.R.A. shall mean the Public Employment Labor Relations Act of 1971 as amended.

Section 4.13 Other Terms: Terms not defined in this contract shall have those meanings as defined by P.E.L.R.A.

ARTICLE V

RIGHTS AND OBLIGATIONS OF CONTRACTING PARTIES

Section 5.1 Managerial Rights: The District has those managerial rights conferred to it by law.

Section 5.2 Union Rights:

Subd. 1 Representation: Representatives of the Federation shall be permitted to service the local and employees of the unit provided such activities do not interfere with school activities. Non-employee representatives shall notify the program manager of their presence.

Subd. 2 Release Time: At the beginning of each school year the administration shall allocate the Federation forty (40) employee hours for organizational business. These hours are to be used by local officers, delegates or appointees to conduct union business or attend AFT/NEA/Education Minnesota sponsored meetings. Local members designated to attend such functions shall inform their supervisor two (2) work days in advance of the intended absence. Those members using the organizational allocation shall be paid at their regular hourly rate and suffer no loss of pay.

Subd. 3 Information: The Board shall provide the Federation with material and data required to undertake negotiations in accordance with Minn. Stat. § 179A.13, Subdivision 2. Further, it shall provide a complete set of Board rules, personnel policies, and regulations, and a current unit seniority list.

Subd. 4 Use of Equipment: The Federation may use school equipment on school premises provided that such use does not interfere with school activities. The Federation will bear full costs of labor, materials and supplies used and will submit a report of such use to the Business Office.

Subd. 5 Use of Buildings: The Federation may use facilities owned or leased by the District for meetings provided such use does not interfere with school or community activities or lease agreements. The Federation shall notify the administration of facilities needed one (1) work day in advance. The use of such buildings shall be free unless additional custodial or other services are required. Any extra costs involved shall be paid by the Federation.

Subd. 6 Communication Facilities: The Federation shall have the right to post notices of activities and matters of Federation concern on employee bulletin

boards, at least one of which shall be provided in each school building. The Federation may use the District mail service and employee mail boxes for communications to employees. All bulletins and materials distributed through District mails by the Federation shall be under the name of the Federation President. The Federation shall be responsible for the content of all such materials.

Subd. 7 Negotiation Meetings: Representatives of the Federation shall not have pay or accumulated leave deducted for collective bargaining negotiations with the Board or its representatives, if such meetings are held during the regularly scheduled work day.

Subd. 8 Meet and Confer: Upon request by the Federation, the Board shall meet and confer on items not covered by this Agreement during the months of September, November, January, and April. Meetings shall be automatically canceled by failure of both parties to put an item on the agenda. The vice-president of the education assistants and the Superintendent or his designee shall mutually schedule the meeting dates. Other meetings may be called by mutual agreement. Failure to agree on a matter discussed under this provision shall not be considered an unfair labor practice by either party.

ARTICLE VI

EMPLOYEE RIGHTS

Section 6.1 Right to Join Organizations: Employees shall have the right to form and join labor or employee organizations, and shall have the right to not form or join such organizations.

Section 6.2 Dues Check Off: Any employee who is a member of the Federation, or who has applied for membership, may request the School District in writing, signed by the individual employee, on a form furnished by the Federation, deduction of membership dues of the Federation.

Subd. 1. Pursuant to such written authorization by the individual employee and for so long as not revoked in writing, the School District shall deduct one-nineteenth (1/19) of such dues from each regular salary check of the employee each pay period for nineteen (19) periods, beginning on the first pay day in September and ending on the first pay day in June. Deductions for employees employed after the commencement of the school year shall be appropriately prorated to complete payments by the first pay day in June. Employees contracted for less than the full school year shall be eligible to have dues deducted for the Federation for the number of months remaining to termination or the first pay day in June, whichever comes first. The School District is not responsible for deductions for employees not under individual contract.

Subd. 2. Fair Share Fee: Upon written request of the Federation, the School District shall deduct a fair share fee, as determined by the Federation, from the pay of any employee who is not a member of the Federation in good standing or who does not make application for membership within thirty (30) days from the date of commencement of duties. Deductions shall be made within thirty (30) days following receipt of the request.

Section 6.3 Personnel Files: All evaluations and files generated within the District relating to each employee shall be available during regular school business hours upon written request. The employee shall have the right to reproduce any contents of a file, at their own expense, and to submit for inclusion employee response to any material contained within. The employee shall be notified within five (5) working days when materials or information relating to job performance or derogatory information is placed in the Human Resources Office file.

Section 6.4 Employee Evaluation: All employees performing similar tasks shall be evaluated by the same criteria and process. All employee evaluations shall be discussed with the employee prior to placement in the employee's file. The employee may add written response to any information contained on the evaluation for placement in their file.

ARTICLE VII

COMPENSATION

Section 7.1 Salary Schedule:

Subd. 1. The basic salary schedules set forth in Appendix A, attached hereto, shall be a part of this Agreement. Employees shall be eligible for step advancement as follows:

1. All employees shall be eligible for step advancement on July 1 in each contract year by advancing to the next highest hourly rate of pay from the prior year.
2. New employees shall be eligible for step advancement on the first July 1 following their date of hire, only if employed prior to January 1.

The School District shall pay a stipend to employees who hold licenses or certifications as a requirement for their positions, as determined annually by the School District. Effective July 1, 2001, the stipend shall be \$1,550 annually and shall be pro-rated based upon a seven-hour work day being a full-time position. The stipend shall be paid in equal installments over an employee's total annual pay. During summer school or extended school year eligible employees shall be paid a stipend of \$2.00 per hour above their hourly rate for each hour worked. New employees eligible for a stipend under this subdivision shall be paid the stipend on a pro-rata basis from the date the employee commences the first day

of work, excluding substituting and summer school/extended contract work, through the balance of the school year.

Subd. 2. Effective July 1, 2006, a longevity payment shall be added to each employee's base pay at the rate of \$1.55 after ten (10) years of employment, \$1.90 per hour after fifteen (15) years of employment, \$2.15 per hour after twenty (20) years of employment, \$2.55 per hour after twenty-five (25) years of employment and \$3.00 per hour after thirty (30) years of employment. An employee shall be eligible for longevity payments on the first day of the month following the date of the employee's anniversary of employment as an education assistant.

Subd. 3. New employees shall be placed on the salary schedule at such salary as agreed between the School District and the employee.

Subd. 4. In the event a successor agreement is not entered into prior to July 1, 2013, an employee shall remain at the same step as compensated during the 2012-2013 contract year until a successor agreement is reached, which agreement shall govern advancement for the next agreement. Eligible employees shall receive certification stipends and continue to receive longevity payments at the rates set forth in the 2011-2013 contract until a successor agreement is reached.

Subd. 5. Grant funding. The School District shall have the authority to compensate employees for supplementary hours worked outside of the assigned work day, according to the provisions of a grant obtained from an outside source, rather than according to Appendix A. To the extent that the grant provisions state that the employee working under the grant shall be paid according to the employee's contract with the School District, the employee shall be compensated for such supplementary hours according to the salary schedule in effect at the time the grant is awarded to the School District or the employee. Such employee shall not be entitled to retroactive pay under contracts negotiated after the grant award for supplementary hours performed under a grant.

Subd. 6. Mentoring Pay: Employees designated by the School District to serve as mentors shall be paid \$200.00 per year for mentoring duties performed during the regular duty day. For meeting and planning meeting time which occurs outside the employee mentor's normal duty day, the employee shall be paid at the employee's hourly rate of pay. The \$200.00 stipend shall be paid in two equal installments upon receipt of a special projects timesheet. Additional compensation for duties performed outside the normal duty day shall be paid based on a regular timesheet submitted by the employee. The mentor's duties shall be determined by the School District.

Section 7.2 Pay Procedures: Wages will be paid according to the district payroll calendar. The School District calendar shall be made available to all employees.

Section 7.3 Pay Periods and Annualizing of Hourly Salary: The hourly rate of the education assistants will be computed as an annual salary. Computation will be as follows: number of duty days x number of hours in the work day x hourly rate of pay = the employee's annualized salary. All employees shall be paid on a 24 paycheck method, except as follows:

1. Any employee hired before July 1, 2008 who made a one-time irrevocable election to be paid on a 19 paycheck method shall be paid on a 19 paycheck method for the remainder of the employee's employment with the School District.
2. Any employee hired after January 1 in any year shall be paid on a 19 paycheck method only through June 30 in the first year of employment, after which the employee shall be paid on a 24 paycheck method.

Equal checks will be distributed. Employees who do not complete the school year shall have their salary recomputed as of the effective date of their termination and hours actually employed. Final adjustment on their salary shall be made prior to the distribution of the last check.

Section 7.4 Payroll and Deductions: Each employee shall authorize the School District payroll office to electronically deposit paychecks into a financial institution and implement payroll deductions in accordance with school district practice.

Section 7.5 Annuity Agreements: The School Board shall purchase a tax sheltered annuity or annuities for education assistants electing to have their salaries reduced according to the salary reduction agreement signed by the employee and according to provisions of the Internal Revenue Service. The School Board shall not assume liability for nor make a contribution greater or less than the sum elected to be reduced. Such reduction agreement shall be signed and submitted to the District Human Resources Office anytime during the year and shall be automatically renewed except by written cancellation by the employee or at termination of employment. Effective date of the agreed to annuity will be as specified and approved by the School Board.

Section 7.6 Matching Annuity Plan: The School Board will provide a matching annuity plan for all eligible full-time employees as specified below:

Subd. 1. Eligibility. Upon initial employment with the District, an employee shall be eligible to participate in a matching annuity plan as provided in Minn. Stat. § 356.24.

Subd. 2. Matching Contribution. Eligible employees will receive a matching contribution by the School District in an amount up to \$1,000.00. The District contribution will reduce the benefit provided in Section 10.3.

Subd. 3. Election. Eligible employees must exercise the deferred compensation election by payroll deduction and must make application for

participation, specifying in writing the amount up to \$1,000.00, as provided in Subdivision 2.

Subd. 4. Subject to Law. This contribution is subject to the rules of the State of Minnesota Deferred Compensation Matching program and applicable federal and state laws relating to such contributions.

Section 7.7 Part-Time Employees: Part-time employees (less than six (6) hours per day) shall be paid according to the appropriate contract schedule, and checks issued according to the district procedures regarding submission of time sheets. Employees who have a work week of less than twenty (20) hours per week shall not be eligible for leaves or the fringe benefits.

Section 7.8 District Requested Training: In the event that the District requests that an education assistant take a course or attend a workshop that requires payment of a fee or tuition, the district shall assume the total cost.

Section 7.9 Absence of Regular Teacher:

Subd. 1. A education assistant designated to provide work direction when the regularly assigned teacher is continuously absent two (2) hours or more in a day shall receive \$2.00 per hour over the education assistant's regular rate during such student contact time that the teacher is absent.

Subd. 2. In the event the teacher is absent and a substitute teacher is employed, the education assistant shall receive \$2.00 per hour over the education assistant's regular rate during such student contact time. This provision is designed to apply to short-term substitute situations, and if the same substitute is employed for more than ten (10) consecutive working days, the additional rate is applied only to such first ten (10) consecutive working days.

Subd. 3. For purposes of this section, Section 8.9 shall apply.

ARTICLE VIII

EMPLOYMENT CONDITIONS

Section 8.1 Notice of Assignment The School District will notify the individual education assistants, program specialists and COTAs/PTAs of continued employment with the School District, with a letter of agreement by June 1 of the preceding school year containing the number of daily hours/days and job title. Final notice of assignment shall be distributed by August 15 containing the job title, schedule and the assigned school or facility. The administration will meet with the employee concerning any change in assignment made after August 15, unless the employee declines the meeting. For purposes of this section, a program specialist shall be defined as an employee whose primary work assignment is outside of the classroom.

Section 8.2 Reimbursable Expenses: All expenses made with program manager approval will be reimbursed within a reasonable time of presentation of a voucher to the District Business office according to District policy on authorization of the Board.

Section 8.3 Business Travel: Education assistants using personal vehicles with the approval of the program manager in travel on District business shall be reimbursed at the prevailing mileage rate according to District policy. Unless stated as a condition of employment, an education assistant shall not be required to use a personal vehicle for travel on School District business or to transport students. Provisions of this section shall not be retroactively applied.

Section 8.4 Education Assistant Voluntary Transfers into Vacancies: Employees shall have the right to bid for district wide vacancies. When vacancies in the School District occur, the vacancy notice shall be posted on the School District website. Such postings shall remain for a minimum of seven (7) calendar days. All employees shall be given an opportunity to apply to such vacancies within the time period stated in the posting. Education assistants who are interested in a transfer to another facility shall furnish, in writing, a request to transfer and their current address and phone number to the employee's Program Manager and the Human Resources Office. For vacancies which occur during the summer, employees who have requested a transfer shall be notified of such vacancies by phone or letter. If a qualified school district employee applies for a voluntary transfer and is declined the position, upon request, such employee shall be entitled to an interview with their Program Manager and the Assistant Superintendent or designee.

Section 8.5 Education Assistant Involuntary Transfers: After notification and prior to an involuntary transfer of an education assistant, the education assistant may request a meeting with their Program Manager, their supervising teacher, and the Assistant Superintendent or designee. No involuntary transfer shall be made with less than a one (1) week written notice to the employee, unless the employee and supervisor agree to a shorter time period. This meeting shall occur within this one week time frame and shall provide an opportunity to discuss the reasons for the involuntary transfer and to consider any other alternatives to the involuntary transfer.

Section 8.6 Criteria for Voluntary and Involuntary Transfers: These vacancies will be filled on the basis of seniority, with the most senior having the right of first refusal, except where it is necessary to assign an employee to perform or work in situations requiring identified special skills necessary for the position, or as otherwise required for continuity and best interests of the program.

Section 8.7 Duty Day: The basic day, exclusive of a duty free lunch, for a regular employee, shall be six and one-half (6.5) to eight (8) hours per day as annually prescribed by the School District prior to June 1. However, the School District may employ such part-time employees as it deems appropriate. The assigned hours per day will be included on the position posting. A maximum of forty (40) hours in a given week would be considered at the straight rate of pay. Hours more than forty (40) hours per week would be considered overtime pay at a wage of one and one-half times (1.5) the individual's rate. A reduction of hours will be based on an inverse order of seniority.

Employees who are assigned beyond their basic work day by their program manager to attend staffings, parent conferences, extracurricular events and other activities shall be compensated at their regular rate until the overtime provisions apply. Compensatory time may be allowed pursuant to School District policy.

Section 8.8 Duty Free Lunch: Each employee shall be provided a thirty (30) minute duty-free lunch period.

Section 8.9. Duty During Lunch: In exceptional situations, an employee may be required to perform duty during the duty-free lunch period. In these situations, the employee shall be compensated for such service performed at their regular hourly rate, prorated up to thirty (30) minutes or compensatory time may be allowed pursuant to School District policy.

Section 8.10 Breaks: Each education assistant shall be entitled to no less than thirty (30) minutes of break time in addition to the thirty (30) minutes duty-free lunch. The break time can be distributed according to the program needs and breaks may be combined with the Manager's or Principal's prior consent. Breaks shall not be combined at the end of the duty day. Except for unusual circumstances, it is recommended the time should be equally divided between the morning and afternoon schedules, with the morning break beginning no sooner than one-half hour after the start of the student contact day. Education assistants who are employed less than six (6) hours per working day shall be entitled to proportionate breaks. Break time is not accumulative and shall not be used to shorten the work day.

Section 8.11 Professional Development: In addition to the provisions for in-service training in Article VII, the provisions of District procedure regarding reimbursement for seminars, workshops, courses, etc., shall apply.

Section 8.12 Job Sharing:

Subd. 1. Definition. The term job sharing shall mean the practice of two (2) persons employed by the School District to share a full time (1.0 FTE) education assistant position.

Subd. 2. Position. Each job share partner's position will be .5 FTE of the position during the year preceding the job share year, unless a different division of the FTE is agreed upon by the job share partners and with the prior approval of the School District. Each job share partner shall specify the days and hours to be worked by each partner in the application to the Principal/Manager/Director for the job sharing position. The Principal/Manager/Director shall have the authority to approve or disapprove the proposed schedule. During the school year while the Job Sharing Agreement is in effect, the job share partner may make adjustments to the schedule, if mutually agreed upon, and if approved in advance by the Principal/Manager/Director.

Subd. 3. Duration. Each Job Sharing Agreement will end at the conclusion of the school year and each job share partner shall return to

employment in the following school year at the same FTE level in effect for them during the prior school year, or during each partner's most recent assignment, if on leave during the school year prior to the job sharing year.

Subd. 4. Professional Responsibilities. Job share partners will have the following responsibilities and the job share partners shall:

Part 1. Attend all workshop days

Part 2. Work for his/her partner, on days on which a partner pre-schedules and uses non-emergency leave, up to 40 hours each school year. After 40 hours, the job share partner shall have the option to work for the partner with compensation at the substitute education assistant rate. If the partner chooses not to work for his/her partner beyond the 40 hours required to work for his/her partner, a substitute education assistant will be utilized.

Part 3. Jointly share all aspects of the education assistant position; including morning and afternoon duties, team responsibilities and duties as assigned.

Part 4. Jointly attend other days, if required of all staff.

Part 5. Ensure effective communication between partners and school by regularly using written communication, telephone communication, and available technology.

Part 6. Attend meetings on each individual's scheduled work day and communicate information and directives to the other partner in a timely fashion.

Subd. 5. Benefits. During the job share year, each job share partner shall receive the following compensation and benefits:

Part 1. Be compensated at their hourly rate as per the master contract for the agreed upon scheduled hours.

Part 2. Any time above the agreed upon time shall be available as compensatory time or paid at the hourly rate, as pre-approved by the Principal/Manager/Director.

Part 3. Benefits as per the master contract and benefit plan eligibility.

Subd. 6. Application. Job share applications must be submitted to the Principal/Manager/Director by March 1 of the year preceding the school year for which job sharing is sought, unless such deadline is unilaterally waived by the School District in its sole discretion. Approval or denial of the job sharing

application shall be communicated to the applicants by August 15 of the year preceding the school year in which job sharing is sought.

Subd. 7. Authority. The School District retains sole and complete authority to approve or deny applications for job sharing based upon the needs of the program or school, recommendations from Principals/Managers/Directors, and other criteria deemed relevant to the School District.

Subd. 8. A denial of a job sharing application is not subject to the grievance procedure.

ARTICLE IX

SCHOOL YEAR

Section 9.1 Days: The School Board, prior to April 1 of each year, shall adopt the calendar for school days and workshop days for the next year. The education assistant shall perform services on those days as determined by the School Board, including those legal holidays on which the School Board is authorized to conduct school and has determined to conduct school pursuant to such authority.

Section 9.2 Emergency Closing: Unless otherwise specified in the radio closing announcement, or except as otherwise provided in written memorandum for particular locations, all staff shall report to their locations in the event of school closing. At those particular locations requiring different arrangements, the School District shall provide written memorandum to staff members regarding particular instructions in reference to school closing announcements and staff reporting.

Section 9.3 School Open - Inability to Report: In the event that the school is in session and the employee is unable to report for duty as a result of inclement weather, or impassible roads, or as a result of other similar conditions, the employee will be required to take annual leave or personal leave. Less than twelve (12) month employees may take up to eight (8) hours emergency leave in 1/2 hour increments per year, if they have such leave accrued, or the employee's salary will be reduced by the appropriate amount for the days absent.

Section 9.4 Employee Duty Year and Holidays: The duty year for regular employees under this Agreement shall be as annually prescribed by the school district prior to June 1 and shall be 183 duty days, consisting of 180 regular duty days and three (3) paid holidays. Paid holidays shall include Thanksgiving, the day after Thanksgiving, and the Presidents holiday. Overtime hours or extra hours assigned by separate contract shall not be included in the holiday pay. However, the School District may employ such part-time employees as it deems appropriate.

Section 9.5 Additional Duty Days for Training: Up to five (5) days per year for mandatory training of employees may be added to the calendar for a program or building in the sole discretion of the Director of the program/building. The Director must designate any such training days by the date the School Board approves the school

calendar each year. The dates for and nature of any such training shall be determined by the Director. Employees are expected to attend the mandatory training days. Payment for these days shall be made by the School District based upon a timesheet submitted by the employee. Any additional days designated for training do not become a part of the employee's regular duty year. The Director shall determine the need for such additional duty days on an annual basis.

ARTICLE X

ILLNESS LEAVE

Section 10.1 Illness Leave:

Subd. 1. Eligible employees shall accrue illness leave at the rate of fifteen (15) days per year. For all employees hired on or after July 1, 2000 such accrual shall occur on a monthly basis.

Subd. 2 Unused sick leave days may accumulate to a maximum of 135 days.

Subd. 3 Sick leave shall not accumulate during any time that an employee is out on unpaid absence.

Subd. 4. Sick leave with pay shall be allowed by the School District whenever an employee's absence is found to have been due to illness. An employee may use one (1) day of accumulated sick leave for each day of illness or disability of the employee's dependent child, as defined under federal law, for such reasonable periods as the employee's attendance with the child may be necessary, on the same terms the employee is able to use sick leave benefits for the employee's own illness.

Subd. 5. 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.

Subd. 6. Sick leave pay shall be approved only according to School District leave request procedures.

Subd. 7 In cases of frequent or intermittent illness, the employee may be required by their supervising administrator or District Human Resources administrator to submit a certificate concerning the condition of health from a physician.

Subd .8 Sick leave shall not be used for routine physical or dental appointments of a non-emergency nature. Personal leave shall be used for non-emergency appointments.

Section 10.2. Eligibility: The provisions of this Article shall apply to employees who are regularly employed at least twenty (20) hours per week and at least 160 days per year.

Section 10.3 Unused Illness Benefit: Provided an employee has at least five (5) but less than ten (10) continuous years of service with the School District at retirement, the School District shall pay an amount equal to 50% of accumulated sick leave days times the employee's rate of pay, to a maximum of twenty (20) days. For an employee who has at least ten (10) continuous years of service with the School District at retirement, the School District shall pay an amount equal to 50% of accumulated sick leave days times the employee's rate of pay, to a maximum of thirty (30) days. This section does not apply to employees hired after 7/1/98.

Section 10.4 Continuation of Insurance Coverage: The District contribution for the health and hospitalization insurance and life insurance benefits shall remain in effect for a period of one (1) year from the date an individual qualified for income disability.

Section 10.5. Perfect Attendance Incentive: The parties to this Agreement agree that the District will provide an incentive of one-half (1/2) day of personal leave or one-half (1/2) day of pay for perfect attendance each one-half (1/2) year. For employees who have perfect attendance during any given half-year, and have 135 days of accumulated sick leave at the time the incentive is requested, the incentive shall be one (1) day of personal leave or one (1) day of pay. Perfect attendance for purposes of this section shall refer to use of sick (illness) leave. Extended contract hours, including summer school, are not eligible for this incentive.

ARTICLE XI

HOLIDAYS, BEREAVEMENT, EMERGENCY AND PERSONAL LEAVES

Section 11.1 Eligibility: The provisions of this Article shall apply to regularly employed employees working an average of at least twenty (20) hours per week and at least 160 working days per year. Employees not working an average of twenty (20) hours per week and at least 160 working days per year shall not be eligible for the benefits of this Article. An eligible employee working less than the regular day shall be eligible for time on a pro-rata basis. A new employee commencing employment during the contract year meeting the eligibility requirements of this section shall be eligible for the provisions of this Article immediately but on a pro-rata basis for the partial year.

Section 11.2 Bereavement Leave: Up to four (4) days of bereavement leave, non-accumulative, per occurrence, shall be granted for death in the employee's immediate family. In addition, any accrued emergency leave may be utilized for this purpose. For purposes of this section, immediate family is defined as the employee's spouse or life partner, parent, child, brother, sister, grandparents, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law or grandchild, and any step relationship involving a parent, child, brother, sister, grandparent or grandchild.

The length of the leave is subject to review and approval by the Superintendent or designee.

Section 11.3 Emergency Leave:

Subd. 1 An employee may be granted a leave with pay of up to three (3) days per year, for situations that arise requiring the employee's emergency attention.

Subd. 2 Doctor and dental appointments that cannot be scheduled outside of the student contact day, deaths, court appearances, serious illness of spouse, child, parent, or other members of the employee's household, and estate settlements, are examples of situations where this leave may be granted. The District may request rescheduling court appearances, or settlements when possible.

Subd. 3 Requests for emergency leave must be made in writing to the program manager for approval at least three (3) days in advance, whenever reasonably possible. The request shall state the reason for the proposed leave. Request for emergency leave is subject to review and approval by the program manager. If the program manager determines to deny a leave request, such decision shall be reviewed by the Superintendent or his designee. In cases where less than three (3) days notice is possible, the program manager must be contacted directly.

Subd. 4 An emergency leave day will be granted for the day preceding or the day following holidays or vacations and the first five (5) days and the last five (5) days of the school year only in extreme cases.

Subd. 5 Unused emergency leave may be accumulated to a maximum of six (6) days. Persons employed prior to July 1, 1977 may retain the days they have accumulated to a maximum of ten (10) days until such time that the usage of those days lowers the total to six (6) days. No additional days will accrue until the total drops below six (6) days.

Section 11.4 Personal Leave:

Subd. 1 All employees shall be granted one (1) day of personal leave day each year with pay to be used at their discretion. Employees who have worked for the School District continuously for at least ten (10) years shall be granted one (1) additional personal leave day each year with pay for a total of two (2) personal leave days each year with pay to be used at their discretion. Except in cases of emergency an employee shall submit personal leave requests not less than five (5) days in advance of anticipated usage.

Subd. 2 Unused personal leave may be accumulated to a maximum of five (5) days for usage or for the purpose of payment per Article XI, Section 11.4, Subd. 3.

Subd. 3 The parties agree that any employee may, upon leaving employment prior to the normal retirement date, receive in a lump sum payment an amount equal to the individual's daily rate times the number of unused accrued personal leave days to which they are entitled.

Section 11.5 Approval: The program manager is the approving authority and when the manager is not available in person or by telephone, the designated acting manager shall have the approval authority.

ARTICLE XII

MISCELLANEOUS LEAVES

Section 12.1 Civic Leave: Leave with pay shall be granted for court appearances, jury service or other judicial matters except when the employee is the principal in the proceedings. The employee will receive the employee's regular rate of pay but assign to the School District such compensation as received from serving on jury service or reimbursed for appearing as a subpoenaed witness. Personal expenses such as mileage allowances may be retained by the individual. Persons who elect to retain the jury duty per diem will forfeit their District pay.

Section 12.2 Military Leave: Leave shall be granted in accordance with federal and state statutes and regulations. A staff person not obligated but who voluntarily re-enlists or extends their service obligation shall have their leave interpreted as a desire to make the service a career and shall not be entitled to reemployment on completion of that military service, except as otherwise provided under federal law, The Uniformed Services Employment and Reemployment Rights Act.

Section 12.3 Leave Without Pay:

Subd. 1 Applications: An individual may request a leave without pay after accrued personal leave has been completely used. In cases of extraordinary personal or family emergencies, employees may be granted leave without pay without utilizing accrued personal or annual leave days. A request for leave without pay must be made to the program manager no later than twenty (20) working days prior to the desired day(s) of leave. The request will be in writing and state the reason(s) for the leave. A leave without pay of up to five (5) days may be granted by the program manager. Leaves of longer duration require School Board approval.

Subd. 2 Approval: A request for leave without pay will be approved by the program manager contingent upon the timely receipt of such a request.

Subd. 3 Benefits: Insurance benefits may continue during an unpaid leave of absence as if the employee were an active employee, as required by state or federal law, and as permitted by the insurance carrier.

Subd. 4 Insurance: Dropping the insurance coverage by not paying the costs may require proof of insurability on return to work by the employee and/or their family. Dropping coverage during a leave will be treated the same as dropping coverage during the regular contract year.

Section 12.4 Family Leave:

Subd. 1 Purpose and Notice: The provisions of this Section shall apply only to eligible persons who work at least 1,250 hours per year, or as otherwise provided under federal law. Family leave is unpaid leave for the purpose of allowing an employee to interrupt services for (1) the birth and first-year care of a child; (2) the adoption or foster parent placement of a child; (3) the serious health condition of an employee's spouse, child or parent, and (4), the employee's own serious health condition. An employee shall notify the Superintendent or the designated agent through the program manager in writing, not less than thirty (30) days or as soon as reasonably possible prior to the beginning date of anticipated leave, and provide a statement indicating the desired dates of leave and return.

Subd. 2 Length of Leave: The maximum leave for the birth and first-year care of a child or the adoption of a child shall be six (6) months unless otherwise mutually agreed by the parties. The maximum leave for the serious health condition of an employee's spouse, parent or child, other than the birth and first year care of a child or the adoption of a child shall be twelve (12) weeks, unless otherwise agreed by the parties. The start and ending dates of the leave specified in the request are subject to change only with School Board approval. In the event the delivery date is different from the anticipated delivery date, child care leave dates shall be adjusted accordingly.

Subd. 3 Benefits: Insurance benefits shall continue only if full costs are being paid monthly in advance by the employee on approved leave pursuant to this section, except an employee shall be entitled to continuation of School District contribution of health insurance benefits during the period of the leave, not to exceed twelve (12) weeks of absence per year. Dropping the insurance coverage by not paying any required costs before or while on leave pursuant to this section may require proof of insurability on return to work by the employee and/or the employee's family. The employee shall return to their former position or a position comparable in duties, number of hours and pay following family leave. An employee shall not accrue additional annual leave or experience time until duties are resumed.

Subd. 4 A pregnant employee requesting time off prior to date of delivery but not involving a period of disability shall be eligible for a leave without pay, not to exceed sixty (60) calendar days. An employee shall be eligible for illness leave benefits for periods of disability related to pregnancy, subject to the provisions of Article X of this Agreement.

Section 12.5 Other Leaves: Other leaves not elsewhere covered in this contract may be granted for study, travel, and other purposes on request and approval by the School Board for a period not to exceed one (1) year. An employee may continue District insurance programs while on approved leave by making all necessary payments themselves. No District contribution shall be made for leaves taken for these purposes. Accrued benefits shall remain in effect and reinstated to the employee on their return to regular duty status. Employees taking leaves of absence shall be covered by the rules and regulations of the Public Employment Retirement Association.

Section 12.6 Seniority While On Leave: Employees shall continue to accumulate seniority during authorized leaves of absence.

Section 12.7 Pay While On Leave: Except where otherwise stated, all leaves of absence are without pay.

Section 12.8 Professional Days: Education Minnesota convention days are non-paid days and are not counted as duty days.

Section 12.9 Eligibility: The provisions of **all Sections** in this Article, **except Section 12.4**, shall apply only to eligible persons employed at least twenty (20) hours per week and 160 working days per year. Employees not working an average of twenty (20) hours per week and at least 160 working days per year shall not be eligible for the benefits of this Article. A new employee commencing their employment during the contract year meeting the eligibility requirements of this section shall be eligible for the provisions of this Article immediately but on a pro-rata basis for the partial year.

ARTICLE XIII

INSURANCE BENEFITS

Section 13.1 Selection of Carrier: The selection of the insurance carrier and policy shall be made by the District in conjunction with the insurance committee.

Section 13.2 Eligible Employees: Persons employed an average of at least twenty (20) or more hours per week and 160 days per year are entitled to the benefits of this Article. Employees employed an average of at least thirty (30) hours per week and 160 days per year shall receive 100% of the School District contribution as provided in this Article. Employees employed an average of at least twenty (20) hours per week or less than an average of at least thirty (30) hours per week shall receive 50% of the School District contribution as provided in this Article. Employees employed for less than average of at least twenty (20) hours per week and 160 days per year shall not be entitled to participate in the benefits of this Article.

Section 13.3 Medical-Hospitalization Insurance:

Subd. 1 Single Coverage: The School District will contribute toward the cost of the premium for the medical-hospitalization plan for individual coverage for each eligible employee as described in Section 13.2 hereof, employed by the

School District who qualifies for and is enrolled in a school district group medical-hospitalization plan. Effective July 1, 2011, the School District will contribute a sum not to exceed \$572.00 per month. The cost of the premium not contributed by the school district shall be borne by the employee and paid by payroll deduction.

Subd. 2 Family Coverage: The school district will contribute a sum toward the cost of the premium for the medical-hospitalization plan for family coverage for each eligible employee as described in Section 13.2 hereof, employed by the school district who qualifies for and is enrolled in a school district group medical-hospitalization plan. Effective July 1, 2011 the School District will contribute a sum not to exceed \$800.00 per month. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.

Subd. 3. Voluntary Employee's Beneficiary Association/\$2,500 Deductible Plan: For an employee who has elected to participate in the VEBA and accompanying \$2,500 Deductible Plan, on January 1, 2012, the School District will contribute to the eligible employee's VEBA account One Thousand Four Hundred Dollars (\$1,400.00) for those employees participating in the \$2,500 deductible school district group family health insurance plan and Seven Hundred Dollars (\$700.00) for those employees participating in the \$2,500 deductible school district group single health insurance plan.

On July 1, 2012 and each month thereafter, the School District will contribute to the eligible employee's VEBA account Two Hundred Thirty-Three Dollars and Thirty-Three Cents (\$233.33) for those employees participating in the \$2,500 deductible school district group family health insurance plan and One Hundred Sixteen Dollars and Sixty-Seven Cents (\$116.67) for those employees participating in the \$2,500 deductible school district group single health insurance plan.

Section 13.4 Choice of Coverage: Employees will be allowed a choice of health and hospitalization and dental insurance coverage, this being either a medical indemnity or health maintenance organization program. The District insurance committee shall confer on insurance coverage and policy specifications.

Section 13.5 Life Insurance: The District shall contribute the full premium or part thereof as provided in Section 13.2 hereof for each eligible employee who qualifies for and is enrolled in the life insurance plan. Effective October 1, 2001, the amount of life insurance coverage granted to the employee will be in the amount of \$50,000.

Subd. 1 Additional Life Insurance: \$10,000 or \$20,000 additional life insurance is available to employees at their own expense.

Subd. 2. Dependent Life Insurance: Effective October 1, 1996, (Option) dependent life insurance in the amount of \$10,000 for spouse and \$10,000 for

children is available to employees. The entire cost of such insurance will be borne by the employee and paid by payroll deduction.

Section 13.6 Liability: The District shall provide District liability insurance to a limit not less than that provided by law. This coverage is in addition to any personal liability coverage carried by the employee. The coverage provides for all professional actions except where personal negligence or criminal acts are involved.

Section 13.7 Worker's Compensation: The School District shall carry Worker's Compensation Insurance on all employees in case of injury or accident while acting within the scope of employment. When Worker's Compensation salary payments to the employee have started, the employee may decide whether they wish:

Subd. 1 To be dropped from the School District payroll and be reimbursed by Worker's Compensation, or

Subd. 2 To remain on the District payroll with difference between the Worker's Compensation check and the full School District salary charged to the continuous wage program until such leave is exhausted or the person returns to work. If this option is chosen, the Worker's Compensation check shall be endorsed to the School District.

Section 13.8 Income Protection Plan - L.T.D.: The School District shall contribute the full premium or part thereof as provided in Section 13.2 hereof for each eligible employee who qualifies for and is enrolled in the income protection insurance plan, providing income protection of up to 66-2/3% of the employee's contracted annual gross pay. The annual gross pay shall exclude additional assignments and/or contracts for work to be performed outside of the normal duty day.

Section 13.9. Dental Insurance:

Subd. 1. Single Coverage: The School District will contribute a sum toward the cost of the premium for the dental insurance plan for individual coverage for each eligible employee as described in Section 13.2 hereof, employed by the school district who qualifies for and is enrolled in a school district group dental plan. Effective July 1, 2011 the School District will contribute a sum not to exceed \$44.00 per month. The cost of the premium not contributed by the school district shall be borne by the employee and paid by payroll deduction.

Subd. 2 Family Coverage: The School District will contribute a sum toward the cost of the premium for the dental insurance plan for family coverage for each eligible employee as described in Section 13.2 hereof, employed by the School District who qualifies for and is enrolled in a school district group dental plan. Effective July 1, 2011, the School District will contribute a sum not to exceed \$110.00 per month. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.

Section 13.10 Duration of Insurance Contribution: An employee is eligible for District contributions provided in this Article as long as the employee is employed by the School District. Upon termination of employment, all District participation and contribution shall cease, effective on the last day of employment, except as provided by law.

Section 13.11 Extension of Insurance Protection: All insurance and income protection plans shall continue in force at the employee's expense for all Board approved leaves, except as otherwise noted in this agreement. In the event of employee termination, the employee may participate in the group health and medical insurance plan for a period as provided by law, at the employee's expense. Payments for the extension of benefits must be received in the District accounting office prior to the first of the month for which coverage is desired. The District will not contribute to the cost of insurance coverage after an employee terminates. All insurance may be converted to an individual plan by the employee as provided for under the terms of the District's master insurance policies.

Section 13.12 Insurability: Employees who do not elect participation in the insurance programs within thirty-one (31) calendar days of initial employment or change participation in the insurance program during the scheduled open enrollment periods shall establish insurability and eligibility as required by the appropriate insurance carrier.

Section 13.13 Claims Against the School District: The parties agree that any description of insurance benefits contained in this Article are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this Article. It is further understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as the result of a denial of insurance benefits by an insurance carrier.

ARTICLE XIV

SUMMER SCHOOL

Section 14.1 Compensation: The individual compensation shall be according to the appropriate schedule in the appendix of this contract.

Section 14.2 Selection: Summer school employment shall be offered first to the employee working in that classroom or with the same students during the school year, and second to other program staff, subject to other student and program considerations. If the preceding factors do not determine the priority for summer school employment offers, seniority and shall be considered.

Section 14.3 Fringe Benefits: Persons who are employed for the summer school only shall not be eligible for paid wages continuation leave, contracted holidays, or any other paid leave provisions. Staff who are employed as regular employees through the

regular school year shall be eligible for fringe benefits and paid leaves of absence as prescribed elsewhere in this contract.

Section 14.4 Notification: The District will post both the number and the locations of the positions which will be available for the summer school program. Current staff must submit the application form to Human Resources by the posted deadline date to be considered for summer school positions.

ARTICLE XV

SENIORITY

Section 15.1 Seniority: Effective July 1, 1979, an employee's seniority date shall be based on the date the employee commenced the first day of work. For purposes of establishing a seniority date prior to July 1, 1979, the last seniority list published by the School District January 30, 1979 shall remain in effect. Equal seniority will be decided by lot.

Section 15.2 Layoffs and Recalls: In cases where job responsibilities are without specific qualifications (i.e., lifting requirements, transportation, gender specific) seniority shall be the determining factor in layoffs and recall, with those staff members lowest in seniority in their particular position being the first to be laid off and the last to be recalled. Those staff members highest in seniority will be the last to be laid off, the first to be recalled.

Subd. 1 Recall List: The recall list shall be maintained for two (2) years.

Subd. 2 Recall Notification:

A. Forwarding & Notification: When placed on leave, the education assistant shall file their name and address with the District Human Resources Office for which any notice of reinstatement or availability of a position shall be mailed. It shall be the responsibility of the assistant to provide for forwarding of mail or for address changes. Notification to all education assistants who are on layoff shall be sent by certified mail. Failure of a notice to reach the assistant shall not be the responsibility of the School District if any notice has been mailed as provided herein.

B. Return: Failure to give written notification personally or by certified mail to the School District accepting recall within ten (10) calendar days after postal verified receipt of notice of recall or position shall constitute an indication that return is not desired. Two (2) years from the date of the layoff without recall shall be the expiration of all right to return unless this date is extended by written mutual consent by both the Board and the Federation.

Subd. 3 Termination: Termination for cause as provided in Article XVI shall make the person ineligible for all consideration of seniority, layoffs, recalls, and assignments.

Section 15.3 Seniority Lists: The Board will be responsible for compiling and keeping the seniority list current. The Board shall supply the Federation with said seniority lists, and any changes thereof as requested.

Section 15.4 Seniority Forfeiture: Persons shall forfeit seniority for the following reasons:

Subd. 1 Termination: Termination of employment other than layoff according to provisions of this Article.

Subd. 2 Failure to Return: Failure to return from authorized leaves of absence unless the leave is extended by mutual consent of the parties.

Section 15.5 Seniority Accumulation: Persons shall continue accumulation of seniority while on authorized leaves of absence within the time limits outlined. Seniority shall continue to accrue while a person is on unrequested layoff.

Section 15.6 Severance Pay: Those employees who have been employed more than ninety (90) working days shall be entitled to a minimum of one (1) week's severance pay upon involuntary termination/layoff according to the provisions of this Article. The severance rate shall be one week's pay per each contract year or a major portion thereof of employment. Weekly pay shall be that amount being earned at the time of termination/layoff notice based on: a) the number of hours per day the employee was contracted to work, and b) five (5) working days in a week. Payment of the severance pay specified shall not be made until after the beginning of the next school year. Persons who are terminated/laid off due to project closing, staff reduction, or provisions other than work deficiencies shall not receive severance pay if they are re-employed prior to the beginning of the next school year. Persons who are terminated due to work deficiencies shall not be paid the severance pay.

ARTICLE XVI

DISCIPLINE, DISCHARGE AND PROBATIONARY PERIOD

Section 16.1 Probationary Period: An employee shall serve a probationary period of 183 actual and continuous working days, exclusive of leave days, commencing the first day of work. An employee hired on or after December 1, shall serve a probationary period which extends through June 30 of the first complete school year of continuous service in the School District. (For example, the probationary period for an employee hired on 12/01/2007 or later during the 2007-2008 school year shall extend through 6/30/2009.) During the probationary period the School District shall have the unqualified right to suspend without pay or discharge; and during this probationary period, the employee shall have no recourse to the grievance procedure. A probationary employee shall have the right to bring a grievance on any other provision of the contract alleged to have been violated.

Section 16.2 Proper Cause: An employee who has completed the probationary period may be suspended without pay or discharged only for proper cause as defined in Minn. Stat. § 122A.40, Subd. 9(a)-(d) or Subd. 13(a)(1)-(6). It is understood that Minn. Stat. § 122A.40 is referred to only for the purpose of defining proper cause and the procedures of Minn. Stat. § 122A.40 shall not be otherwise applicable, but rather, the provisions of this contract shall apply. Suspension or discharge shall be made by the Superintendent or designee only after a meeting with the employee and their representative. Any such suspension or discharge shall be subject to the grievance procedure.

ARTICLE XVII

GRIEVANCE AND ARBITRATION

Section 1. Definitions:

Subd. 1. Grievance: A grievance shall mean a complaint by an employee(s) that there has been a violation, misinterpretation or misapplication of the provisions of this Agreement.

Subd. 2. Days: "Days" means calendar days excluding Saturdays, Sundays, or holidays as provided for in the school calendar.

Subd. 3. Reduced to Writing: "Reduced to Writing" means a concise statement outlining the nature and facts surrounding the grievance, the point of contention or disagreement, the specific provisions of the agreement allegedly violated and the particular relief sought. Grievances shall be submitted on the grievance form available at the school district offices.

Subd. 4. Answer: "Answer" means a concise response outlining the employer's position and action of the grievance.

Subd. 5. Grievant(s): "Grievant(s)" means an individual employee or group of employees.

Subd. 6. Processing of Grievance: The processing of all grievances shall be during normal work days, and employees shall not lose wages due to their participation. Processing shall be defined as meetings with the administration to discuss the grievance. However, grievance hearings at Level III may be outside the work day.

Subd. 7. 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. The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Subd. 8. Time Limits and Level Waivers: Failure of the grievant to adhere to the time limits of this Article shall result in a forfeiture of the grievance. Failure of the school district to respond within any time limits provided herein shall be determined a denial of the grievance and the employee may appeal the grievance to the next level. However, nothing herein shall relieve the school district from the responsibility of providing a written answer at each level of the grievance procedure. The parties by mutual written agreement may waive any step and extend any time limits in this procedure.

Section 2. Grievance: All employees within the unit shall use this procedure upon approval by the Local 2343 executive committee and may request that a union representative represent them at any meeting with the school district.

Subd. 1. Level I: If requested by the grievant, the grievant shall meet with the immediate supervisor within 5 days of the date of the occurrence alleged to be a grievance. The statement of the grievance shall be oral and the proceedings informal. If the grievance is not resolved informally, the grievance, to be timely, must be reduced to writing and submitted to the grievant's supervisor (director, manager, or principal) for review within fifteen (15) days of the date of the occurrence. Within six (6) days of receiving the written grievance, the supervisor (director, manager, or principal) will meet with the grievant(s), unless the grievant and the supervisor have already met to discuss the grievance in accordance with this subdivision. The supervisor must reduce to writing the school district's answer, within six (6) days of the meeting or within six (6) days of receipt of the written grievance, whichever is later.

Subd. 2. Level II: If there is no resolution of the grievance at Level I, the grievant(s) may, if the grievance is to be pursued, appeal it in writing within seven (7) days of the receipt of the answer in Level I to the superintendent or designee. Within seven (7) days the superintendent or designee shall meet with the grievant(s) and reduce to writing his/her answer, within seven (7) days of the above meeting.

Subd. 3. Level III: If the grievance has not been resolved at Level II, the grievance may be appealed to the school board, provided such appeal is filed within ten (10) days of the receipt of the answer in Level II. Within fifteen (15) days of receipt of an appeal from Level II, the school board, its committee, or its designee, shall meet with the grievant(s) and within six (6) days of the meeting shall reduce its decision to writing. Should the school board, its committee, or its designee, not meet within the fifteen (15) day period with the grievant(s), the grievance shall be considered denied by the school board and the grievant(s) may proceed pursuant to Section 3 hereof.

Section 3. Arbitration: If there is no resolution at Level III, the grievant(s) may request arbitration, providing such a request is made in writing to the superintendent within ten (10) days of receipt of the Level III answer. The school district and the grievant(s) shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the parties are unable to agree on an arbitrator, either party may request from the Bureau of Mediation Services, pursuant to P.E.L.R.A., a list of five (5) arbitrators, providing such request is made within ten (10) days after filing of the notice of intent to arbitrate. The parties shall alternately strike names from this list until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance as soon as arrangements can be made to do so by the parties and their representatives.

Subd. 1. Hearing: The arbitrator shall schedule a hearing at which each party shall have the right to the representation they choose and the opportunity to submit evidence, offer testimony and make written or oral arguments relating to the grievance.

Subd. 2. Jurisdiction: The arbitrator shall have jurisdiction over disputes properly before him/her pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend, subtract or modify the terms of this Agreement.

Subd. 3. Decision: The decision of the arbitrator shall be rendered within twenty (20) days after the close of the hearing. The arbitrator shall have the power to make appropriate awards, and his/her decision shall be final and binding, subject to the limitations as provided in P.E.L.R.A.

Subd. 4. Expenses: Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally the fees and expenses of the arbitrator and any other expenses which

the parties mutually agree are necessary for the conduct of the arbitration. The requesting party shall pay the full cost of transcribing or recording of the proceedings and transcript copy. If both parties request a transcript or recording, the cost shall be equally shared. If the second party orders a transcript after the first party has paid for transcribing and recording, the second party shall also reimburse the first party for one-half (1/2) of those costs incurred, in addition to paying for the transcript copy.

Section 4. Election of Remedies and Waiver: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive the right to initiate a grievance pursuant to this Article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

ARTICLE XVIII

COPY OF AGREEMENT

Section 18.1 Publishing: The School District shall publish this Agreement and shall provide each employee with a copy.

ARTICLE XIX

DURATION

Section 19.1 Effective Dates: This Contract will be effective for the period July 1, 2011 through June 30, 2013 or thereafter as provided by PELRA.

ARTICLE XX

SEVERABILITY

Section 20.1 Law: If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, and substitute action, if any, shall be subject to appropriate consultation and negotiation between the parties. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions in the Agreement shall continue in effect.

ARTICLE XXI

DOCUMENT AUTHORIZATION

Section 21.1 Document Authorization: In witness whereof the parties hereto caused this contract to be signed by their respective representatives and their signatures to be placed hereon, all on the day, month, and year below written.

**EDUCATION ASSISTANT
FEDERATION, LOCAL #2343**

**NORTHEAST METRO INTERMEDIATE 916
SCHOOL BOARD**

President

Chairperson

Chief Negotiator

Chief Negotiator

Dated: _____

Dated: _____

ATTACHMENT A
GRIEVANCE REPORT FORM

Education Assistant Federation Local #2343

Name _____

Site _____

Date Grievance Occurred _____

Specific Provisions of Agreement Allegedly Violated:

Statement of Facts:

Particular Relief Sought:

Signature of Grievant

Date: _____

Signature of Local #2343 Representative

Date: _____

**APPENDIX A – SALARY SCHEDULES
HOURLY RATES OF PAY**

2011-2012

STEP

2	\$13.35
3	\$13.75
4	\$14.35
5	\$15.05
6	\$15.65
7	\$16.25
8	\$17.00
9	\$17.75
10	\$18.75
11	\$19.75

2012-2013

STEP

2	\$13.35
3	\$13.75
4	\$14.35
5	\$15.05
6	\$15.65
7	\$16.25
8	\$17.00
9	\$17.75
10	\$18.75
11	\$19.75
12	\$20.00

MEMORANDUM OF UNDERSTANDING

2011-2013 AGREEMENT BETWEEN NORTHEAST METRO 916 AND EDUCATION ASSISTANT FEDERATION LOCAL #2343

LEAVES OF ABSENCE

Whereas, Northeast Metropolitan Intermediate School District 916 (“School District”) and the Education Assistant Federation Local #2343 (“Local #2343”) have entered into a collective bargaining agreement for 2011-2013: and

Whereas, the School District and Local #2343 desire to pilot a new program for education assistants’ leaves of absence during the term of the 2011-2013 collective bargaining agreement;

Now, Therefore, the School District and Local #2343 agree as follows:

1. The collective bargaining agreement provisions in Article X, Illness Leave, and Sections 11.3 and 11.4 of Article XI, Holidays, Bereavement, Emergency and Personal Leaves, shall be suspended during the term of the 2011-2013 collective bargaining agreement and replaced by the provisions of this Memorandum of Understanding, except as otherwise provided herein.

2. All employees who are regularly employed at least twenty (20) hours per week and at least 160 days per year, and who have worked for the School District for at least twelve months and up to ten (10) years shall accrue paid unspecified leave at the rate of five (5) days per year, from July 1 through June 30. Employees who are regularly employed at least twenty (20) hours per week and at least 160 days per year, and who have worked for the School District for less than twelve (12) months shall accrue unspecified leave on a monthly pro rata basis.

3. All employees who are regularly employed at least twenty (20) hours per week and at least 160 days per year, and who have worked the School District for ten

(10) or more years shall accrue paid unspecified leave at the rate of seven (7) days per year, from July 1 through June 30.

3. Unspecified leave days are intended for emergency use, such as for short term illnesses, routine dental or doctor appointments, or personal matters or business which cannot be attended to outside the work day. Unspecified leave days are not intended to be used for vacation. Employees are still expected to maintain regular attendance on student contact days. Regular attendance at work is a job performance issue.

4. Unspecified leave days shall not be used on consecutive days, except with the pre-approval of the manager/principal and the Director of Administrative Services, and then only in extraordinary circumstances.

5. Employees with accrued and unused unspecified leave days shall be paid for up to four (4) such days at the employee's hourly rate of pay. The perfect attendance incentive language in Article X, Section 10.5 of the collective bargaining agreement shall be suspended during the 2011-2013 while this Memorandum of Understanding is in effect.

6. No more than 8 % of a site's education assistants may be absent on an unspecified leave on any given work day, except with the site manager's or principal's pre-approval.

7. Leave previously accrued or accumulated under Article X and Article XI shall be retained, but no employees shall accrue additional leave under those Articles, during the term of the 2011-2013 collective bargaining agreement.

8. Employees shall accrue paid medical leave at the rate of ten (10) days per year to be used for the serious health condition of the employee or the employee's

dependants which requires the employee's absence from work for three or more days. To be eligible for paid medical leave, the serious health condition must be one that involves an illness, injury, impairment or physical or mental condition that involves inpatient care or continuing treatment by a health care provider, as defined under the Family and Medical Leave Act of 1993 and its regulations, 29 CFR § 825.113, 825.114 and 825.115. Medical leave shall not be used for routine physical or dental appointments. To be eligible for paid medical leave, the employee must provide Human Resources with appropriate documentation from a qualified physician substantiating the medical need for the absences.

9. Medical leave pay shall be approved only according to School District leave request procedures.

10. The provision relating to severance pay in Article X, Section 10.3 shall remain in effect notwithstanding this Memorandum of Understanding.

SCHOOL DISTRICT

LOCAL #2343

Superintendent

President

Date:_____

Date:_____