

**AGREEMENT**

**BETWEEN**

**INDEPENDENT SCHOOL DISTRICT NO. 659, NORTHFIELD, MINNESOTA**

**AND**

**EDUCATION MINNESOTA-NORTHFIELD PUBLIC SCHOOLS EDUCATIONAL ASSISTANTS,  
LOCAL #6030, EDUCATION MINNESOTA, AFT, NEA, AFL-CIO**

**AGREEMENT EXTENDS FROM**

**July 1, 2010 to June 30, 2012**

*Approved by Board of Education*

## 2010-12 AGREEMENT

Between

INDEPENDENT SCHOOL DISTRICT NO. 659, NORTHFIELD, MINNESOTA

and

EDUCATION MINNESOTA-NORTHFIELD PUBLIC SCHOOLS EDUCATIONAL ASSISTANTS,  
LOCAL #6030, EDUCATION MINNESOTA, AFT, NEA, AFL-CIO

### ARTICLE I

#### PURPOSE

**Section 1. Parties:** THIS AGREEMENT is entered into between the School Board of Independent School District No. 659, Northfield, Minnesota, hereinafter referred to as the school district, and the Education Minnesota-Northfield Public Schools Educational Assistants, Local #6030, Education Minnesota, AFT, NEA, AFL-CIO, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for educational assistants during the duration of this Agreement.

### ARTICLE II

#### RECOGNITION OF EXCLUSIVE REPRESENTATIVE

**Section 1. Recognition:** In accordance with the P.E.L.R.A, the school district recognizes the Northfield Educational Assistants Federation, Local #6030, Education Minnesota, AFT, NEA, AFL-CIO as the exclusive representative for educational assistants employed by the School Board of Independent School District No. 659, which 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 agreement.

**Section 2. Appropriate Unit:** The exclusive representative shall represent all Educational Assistants in the district contained in the appropriate unit as defined in Article III, Section 2 of this Agreement and the P.E.L.R.A. and in certification by the Commissioner of the Bureau of Mediation Services, if any.

**Section 3. Information:** The school district shall provide the exclusive representative with a list that includes the classification, position title, and salary schedule placement of all bargaining unit members by October 1 of each year. In addition, the school district shall provide a seniority list of all bargaining unit members with the seniority date being the most recent date of continuous employment in this bargaining unit.

## ARTICLE III

### DEFINITIONS

**Section 1. Terms and Conditions of Employment:** shall mean the hours of employment, the compensation therefor including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees.

**Section 2. Description of Appropriate Unit:** For purposes of this Agreement, the term Educational Assistants shall mean all educational assistants in the appropriate unit employed by the school district, whose employment service exceeds the lesser of 14 hours per week or 35 percent of the normal work week and more than 67 work days per year, excluding all other employees.

**Section 3. School District:** For purposes of administering this Agreement, the term "school district" shall mean the School Board or its designated representative.

**Section 4. Other Terms:** Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

## ARTICLE IV

### SCHOOL DISTRICT RIGHTS

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

**Section 2. Management Responsibilities:** The exclusive representative recognizes the right and obligation of the School 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 services and duties prescribed by the School Board and shall be governed by State and Federal laws, and by School Board rules, regulations, directives and orders, issued by properly designated officials of the school district. The exclusive representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the School Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to State and Federal laws. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

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

## **ARTICLE V EMPLOYEE RIGHTS**

**Section 1. Right to Views:** Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any 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 an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the School Board.

**Section 3. Request for Dues Check Off:** The exclusive representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any exclusive representative that has lost its right to dues check off. Upon receipt of a properly executed authorization card of the employee involved, the school district will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization in nineteen (19) installments, beginning with the first pay period in September.

**Section 4. Fair Share Fee:** In accordance with P.E.L.R.A, as amended, any employee included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee for any employee shall be in an amount equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative, but in no event shall the fee exceed 85% of the regular membership dues.

The exclusive representative shall provide written notice of the amount of the fair share fee assessment to the school district and to each unit employee, as defined by Article III, Section 2 of this Agreement, to be assessed the fair share fee. The school district will provide the exclusive representative with a list of all unit employees upon request.

A challenge by an employee or by a person aggrieved by the assessment shall be filed in writing with the Commissioner of the Bureau of Mediation Services, the school district, and the exclusive representative within thirty (30) days after receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefore, but the burden of proof relating to the amount of the fair share fee shall be on the exclusive representative. The school district shall deduct the fee from the earnings of the employee and transmit the fee to the exclusive representative thirty (30) days after the written notice was provided, or, in the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the school district pending a decision by the Commissioner or Court. Any fair share challenge shall not be subject to the grievance procedure.

The exclusive representative hereby warrants and covenants that it will defend, indemnify and save the school district harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the exclusive representative as provided herein.

**Section 5. Conducting Business of the Exclusive Representative:** The exclusive representative shall have access to school facilities, including equipment, by arranging with the office of Community Education. Reasonable time without loss of pay may be granted by the school district for use by the exclusive representative for representation issues, negotiations or mediation sessions of this bargaining unit that cannot be scheduled outside the work day.

**Section 6. Personnel Files:** An employee may review his or her district personnel file during regular business hours upon written request. The employee shall have the right to reproduce any of the contents of the file and may submit for inclusion in the file written information in response to any material contained therein, and shall have the right to challenge false or inaccurate statements as provided by state statute. When material involving evaluation, reprimand or deficiency is to be placed in the employee's file, a copy will be provided to the employee.

## **ARTICLE VI RATES OF PAY**

**Section 1. Job Classifications:** Educational assistants represented by the Northfield Educational Assistants Federation, Local #6030, Education Minnesota, AFT, NEA, AFL-CIO, shall be employed in three classifications: Class I, Class II and Class III. Class I shall include office and supervisory educational assistants; Class II shall include instructional, media, and health educational assistants; Class III shall include special education educational assistants. A job classification appeals process is available from the Personnel Office.

**Section 2. Rates of Pay:** The steps and corresponding rates of pay are shown in Appendix "A". Step placement of entering employees shall be determined by the School Board.

The following italicized language shall be suspended for the duration of the 2010-12 agreement:

*Step changes shall take effect on July 1. In order for an employee to advance to a succeeding step on the schedule, she/he must have been employed by the district for more than half of the preceding work year.*

There shall be no step changes for the duration of the 2010-12 agreement.

During the duration of this Agreement, advancement on any salary schedule shall be subject to the terms of this Agreement. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, an employee shall be compensated according to his/her current rate until a successor Agreement is entered into.

**Section 3. Employee Information:** A copy of the letter authorizing the employment of a new staff member shall be forwarded to the president of the association.

**Section 4. Longevity Pay:** Educational assistants shall receive longevity pay according to the schedule listed in Appendix "B". Longevity pay differential shall begin with the first paycheck issued to the employee after July 1 of the employee's seventh year of employment with the District.

## ARTICLE VII

### HOURS OF SERVICE

**Section 1. Work Day:** The number of hours authorized for each position shall be established by the School Board on the basis of the requirements of the job and financial resources of the District and shall be scheduled by the building principal. The paid work day for educational assistants shall exclude time for lunch (30 minutes or more on instructional days in session or as otherwise mutually agreed).

**Section 2. Work Year:** The work year for educational assistants shall normally be the instructional days in session plus eight hours of training opportunities and additional days as deemed necessary by the district.

**Section 2.1.** The district and the exclusive representative will meet at least once per year as a joint committee for the purposes of reviewing and evaluating training opportunities, professional standards, and scheduling of training opportunities.

**Section 3. Breaks:** Educational assistants shall receive a 15-minute break during each three hours of employ, not to exceed two 15-minute breaks per day. These breaks shall be taken at a time when the least possible disruption in service results.

**Section 4. School Closing:** In the event that school (or schools) is closed due to an emergency, educational assistants shall continue to receive compensation proportionate to their work day for up to a maximum of two days per year. Educational assistants shall be required to perform services if requested to do so by their immediate supervisor. If more than two full-day closures occur within one school year, Educational Assistants may utilize available personal leave to offset a reduction in pay for the cancelled days. School days that begin late or end early due to an emergency shall not be counted towards these two days.

An emergency closing shall be defined as any unscheduled closing of the school or schools. Examples might include inclement weather, energy shortage, breakdown of equipment, strike, riot, etc.

The district shall have the right to require employees to perform services on days scheduled as make-ups for student days lost due to emergency closing.

**Section 5. Payment of Employees:** Checks shall be distributed twice per month on or before the 15th and 30th of each month commencing each work year in the month of September. In most instances checks will be issued on the Friday prior to those dates if they fall on a weekend. Educational assistants shall be paid on a 24 salary check basis and shall be paid equal amounts beginning the 15th of September with the last check on the 15th of June. The final five payments shall be added to the June 15th payment and included in the paycheck issued on June 15. Payment for additional hours worked during the school year beyond the hours initially established for regular paycheck amounts will be made based on extra hours reported on pay sheets submitted by principals.

**ARTICLE VIII**

**GROUP INSURANCE**

**Section 1. Group Insurance:** During the term of this contract, the employer will purchase the group insurance policies described in this article. It is understood and agreed that the provisions of this article are merely descriptive of the coverage provided, and that the eligibility of the employee for benefits shall be governed by the terms of the master insurance contracts in force between the employer and the insurer providing such coverage.

Educational assistants regularly scheduled to work twenty or more hours per week in a position with a minimum work year of the scheduled student days on the annual approved school calendar shall be eligible to apply for benefits described under this Article. Coverage will be effective only upon enrollment of the employee and acceptance by the carrier.

Substitute or temporary educational assistants who are employed for less than one student school year shall not be eligible for any benefits described under this Article.

**Section 2. Health and Hospitalization Insurance:** Eligible employees and their spouse and dependent children may participate in the district group health and hospitalization insurance plan. The school district will contribute toward the premium according to the schedule below. The difference between the Board contribution and the total insurance premium will be paid by the employee through payroll deduction. The effective date for employer contributions shall be September 1, 2010, for the 2010-12 school year, and September 1, 2011, for the 2011-12 school year.

**2010-11 School Year**

	<u>32.5-40 hrs/wk</u> <u>1.0 factor</u>	<u>30 &lt; 32.5 hrs/wk</u> <u>.75 factor</u>	<u>25 &lt; 30 hrs/wk</u> <u>.6 factor</u>	<u>20 &lt; 25 hrs/wk</u> <u>.5 factor</u>
<u>SINGLE</u>	\$479.00/mo.	\$359.25/mo.	\$287.40/mo.	\$239.50/mo.
<u>FAMILY</u>	\$1,045.41/mo.	\$784.06/mo.	\$627.25/mo.	\$522.71/mo.

**2011-12 School Year**

	<u>32.5-40 hrs/wk</u> <u>1.0 factor</u>	<u>30 &lt; 32.5 hrs/wk</u> <u>.75 factor</u>	<u>25 &lt; 30 hrs/wk</u> <u>.6 factor</u>	<u>20 &lt; 25 hrs/wk</u> <u>.5 factor</u>
<u>SINGLE</u>	\$479.00/mo.	\$359.25/mo.	\$287.40/mo.	\$239.50/mo.
<u>FAMILY</u>	\$1,045.41/mo.	\$784.06/mo.	\$627.25/mo.	\$522.71/mo.

**Section 3. Claims Against the School District:** It is understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claims shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

**Section 4. Duration of Insurance Contribution:** Employees who complete a minimum work year, as described in Section 1 of this Article, shall receive employer insurance contribution for the calendar year, as

described in Section 2 of this Article. When termination of employment occurs prior to the completion of a minimum work year, all district participation and contribution shall cease, effective at the end of the month following termination of employment. However, employees who were members of the district's health and hospitalization insurance and dental insurance plans prior to termination of employment may be continued in the group for a period following termination pursuant to applicable laws if they pay the entire premium amount.

**Section 5. Income Protection:** Income protection insurance shall be provided for employees who are eligible for and enrolled in the school district's long-term disability insurance plan, providing income to the extent of 2/3 of the employee's base salary at the time of disability, commencing after 60 consecutive calendar days of disability due to sickness or accident. The premium will be paid by the school district. Such disability payment will be coordinated with Social Security, Public Employees Retirement Association or any other public retirement plans which may provide the same type of coverage. An employee who is absent from work as a result of a long-term disability shall be allowed to use accumulated sick leave or vacation pay in combination with income protection insurance payment to receive the employee's regular rate of pay.

**Section 6. Life Insurance:** The employer will provide group term life insurance coverage for eligible educational assistants in the amount of \$35,000. The employee may purchase additional group term life insurance in increments of \$25,000 up to a maximum of \$100,000 at the group rate upon evidence of insurability and acceptance by the carrier. The cost of such additional coverage shall be paid fully by the employee through payroll deduction

**Section 7. Dental Insurance:** Eligible employees and their spouse and dependent children may participate in the district group dental insurance plan. The school district will contribute toward the premium according to the schedule below. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. The effective date for employer contributions shall be September 1, 2010, for the 2010-12 school year, and September 1, 2011, for the 2011-12 school year.

	<u>32.5 - 40 hrs/wk</u> 1.0 factor	<u>30 &lt; 32.5 hrs/wk</u> .75 factor	<u>25 &lt; 30 hrs/wk</u> .6 factor	<u>20 &lt; 25 hrs/wk</u> .5 factor
<u>SINGLE</u>	\$20.62/mo.	\$15.46/mo.	\$12.38/mo.	\$10.32/mo.
<u>FAMILY</u>	\$50.66/mo.	\$37.99/mo.	\$30.38/mo.	\$25.33/mo.

## ARTICLE IX

### LEAVES OF ABSENCE

**Section 1. Eligibility:** Educational assistants regularly scheduled to work twenty or more hours per week in a position with a minimum work year of the scheduled student days on the annual approved school calendar shall be eligible for leaves described under this Article except as provided in Section 2, Subd. 1.1 and Subd. 1.2 herein.

**Section 2. Sick Leave:**

**Subd. 1.** Eligible educational assistants as defined in Section 1 above, will earn ten (10) sick leave days with pay per year, proportionate to the work day.

**Subd. 1.1.** Educational assistants who work between 14 and 19.99 hours per week will earn four (4) sick leave days with pay per year, proportionate to the work day. Such days will be nonaccumulative and may be used for sick leave or bereavement leave.

**Subd. 1.2.** Substitute or temporary educational assistants who are regularly scheduled to work less than sixty (60) days shall not be eligible for any benefits described under this article. Educational Assistants who are scheduled for 60 or more days but less than the entire school year shall earn a pro-rated amount of sick leave time based on eligibility requirements listed in Section 1 and Section 2 of this agreement and the amount of time remaining in the school year. Sick leave earned under this subdivision is not eligible to be used as personal leave.

**Subd. 2.** Unused sick leave days proportionate to the educational assistant's work day, may accumulate to a maximum credit of 190 days for eligible educational assistants.

**Subd. 3.** Sick leave with pay shall be allowed whenever an employee's absence is due to illness or injury of the employee or the employee's dependent child which prevented the employee's attendance at work on that day or days.

**Subd. 4.** The school district may require an employee 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. In the event that a medical certificate will be required, the employee will be so advised. The school district shall retain the right to require an employee to provide a second medical certification, at district expense, from a physician of the employer's choosing prior to granting sick pay.

**Subd. 5.** All sick leave shall be available at the beginning of the school year. The employee shall repay the school district any wages paid for sick days that are not later earned by such employee.

**Subd 6** Leave Allowance Bank: When an Educational Assistant has used all his/her leave allowance, the employee will be allowed to use days drawn from the Leave Allowance Bank in the case of a catastrophic event.

**Subd. 6.1** A catastrophic event shall be defined as follows:

- A serious illness or accident causing the absence of the Educational Assistant over an extended period of time, including periodic absences over an extended period of time, as determined by a qualified physician.
- The Leave Allowance Bank will not be available for any treatment and/or surgery that is considered elective in nature as determined by a qualified physician.
- Death of an immediate family member as defined in Article IX Section 3: Critical Illness/Bereavement Leave.
- Critical Illness as defined in Article IX Section 3: Critical Illness/Bereavement Leave.

Subd. 6.2. All Educational Assistants who wish to participate shall notify the Human Resources Office within twenty (20) days after such Educational Assistant's first workday for the school year. Participating Educational Assistants will be assessed one day of leave allowance at the time they join the Leave Allowance Bank. All assessed days will accumulate in a bank where they will be available to participants who have used all of their designated sick leave days. When the days in the bank have been used, all participants will be reassessed one day, thus the days in the bank will equal the number participating.

Subd. 6.3. An Educational Assistant may withdraw from the Leave Allowance Bank at the beginning of any school year. In case of withdrawal, an Educational Assistant's contribution of days to the leave allowance bank stays in the bank.

Subd. 6.4. An Educational Assistant may use no more than fifteen (15) days from the sick leave bank in any given school year.

Subd. 6.5. Both the Employer and the Education Minnesota-Northfield Public Schools Educational Assistants have a substantial interest in insuring that days from the sick leave bank are used only for legitimate reasons in accordance with the terms of this Agreement. Every reasonable effort will be made to involve both the NPSEA and the Employer in counseling Educational Assistants repeatedly using the sick leave bank to insure that the appropriate contractual standards are met.

Subd. 6.6. Days from the sick leave bank shall not be used for personal leave, school conference or activity leave of a dependent child, or to care for a sick or injured dependent child or employees' parent. When defined by Article IX Section 3: Critical Illness/Bereavement Leave, days from the Leave Allowance Bank may not exceed the number of days allowed in Section 3. The Leave Allowance Bank shall not be used when an Educational Assistant qualifies for disability income.

**Section 3. Critical Illness/Bereavement Leave:** Employees may be allowed up to ten (10) days per year of leave with pay in case of critical illness or death.

1. Bereavement leave may be used in the case of a death in the immediate family (immediate family is interpreted as spouse, children, mother, father, brother, sister, grandparents, grandchildren, or spouse's mother, father, brother, sister, brother-in-law or sister-in-law). Up to two (2) days leave allowance may be used for absence because of the death of friends or relatives outside the immediate family.
2. Critical illness shall mean an illness requiring hospitalization, or requiring medically necessary in home care of a child, spouse or parent, as defined in the Family and Medical Leave Act.

Time off for critical illness/bereavement shall be deducted from unused sick days.

**Section 4. Worker's Compensation:** An employee who is absent from work as a result of a compensable injury incurred in the service of the school district under the provisions of the Worker's Compensation Act shall be allowed to use accumulated sick leave or vacation pay in combination with Worker's Compensation to receive the employee's regular rate of pay. The school district will assume that the employee elects to do so, using sick leave first, then vacation, unless the employee notifies the district in advance that he or she elects not to use sick leave or vacation for this purpose. Benefit payments shall continue in accordance with state and federal laws.

**Section 5. Jury Duty:** Any employee who is summoned for jury duty or subpoenaed as a witness shall receive his/her regular pay for such a period. Any per diem, excluding reimbursement for travel or meal expenses, received by the employee for such services will be endorsed over to the employer.

**Section 6. Child Care Leave:**

**Subd. 1.** A child care leave without pay may be granted by the school district subject to the provisions of this section. Child care leave may be granted because of the need to prepare and/or

provide parental care for a child or children of the educational assistant for an extended period of time.

**Subd. 2.** An educational assistant making application for child care leave shall inform the Superintendent in writing of intention to take the leave at least two calendar months before commencement of the intended leave, except in unusual circumstances.

**Subd. 3.** If the reason for the child care leave is occasioned by pregnancy, the educational assistant shall also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery. If an educational assistant who has requested and been granted child care leave because of pregnancy delivers prior to the schedule beginning of her child care leave, she shall be eligible for sick leave in accordance with the provisions of Section 1 until the scheduled beginning date of her child care leave.

**Subd. 4.** The School Board agrees to give the educational assistant a child care leave of at least six months in length and will grant a maximum leave to the beginning of the work year following the six-month period. Upon signifying his/her intention to return, the educational assistant shall have the right to return to an equivalent position if his/her leave is commenced and concluded within the same work year. If an educational assistant's child care leave plan does not call for his/her return within the work year it is commenced and that educational assistant's position has been eliminated, the School Board reserves the right of assignment for the positions which remain.

**Subd. 5.** Failure of the educational assistant to return pursuant to the date determined under this Section shall constitute grounds for termination unless the school district and the educational assistant mutually agree to an extension in the leave.

**Subd. 6.** An educational assistant on child care leave without pay is eligible for all employee benefit plans but must pay the extra premium for such benefits as he/she wishes to retain. These benefits are limited to those allowed by the companies concerned.

**Subd. 7.** An educational assistant returning to employment after child care leave without pay will be credited with the amount of accumulated sick leave he/she had when he/she ceased working to commence his/her leave.

**Subd. 8.** Time off during the leave period shall not count toward a step advancement on the wage schedule. However, educational assistants will be advanced a step if they worked more than one-half of the duty days in their work year.

**Section 7. Leave of Absence Without Pay:** Eligible educational assistants may apply for leaves of absence without pay in the event of personal extenuating circumstances.

**Subd. 1. Leave of Absence up to Five Days Without Pay:** Requests for leaves of absence without pay of up to five (5) days may be approved by the building principal or immediate supervisor.

**Subd. 2. Leave of Absence Without Pay for more than Five Days:** Requests for leaves of absence without pay for more than five (5) days may be approved by the Superintendent or designee upon the recommendation of the building principal or immediate supervisor.

**Section 8. Personal Leave:** Up to a total of two (2) days sick leave per year may be used to cover events requiring the employee's personal attention which cannot be conducted outside scheduled hours of

work. Request for leave under this Section must be made in writing to the employee's immediate supervisor and/or building principal at least three (3) days in advance, except for emergencies.

One day per year of unused Personal Leave may be carried over to the following school year. Any unused Personal Leave days will remain as accrued sick leave.

**Section 9. School Conference and Activities Leave:** In accordance with the provisions of MS.181.9412, the District will provide each employee with up to sixteen hours of school conference and activities leave during any twelve month period to attend school conferences or school related activities related to the employee's child, provided the conference, activity or observation cannot be scheduled during non-work hours. Such leave will be deducted from the employee's sick leave allowance.

## ARTICLE X

### HOLIDAYS

**Section 1. Eligibility:** This article shall apply to educational assistants who work four hours per day or more.

**Section 2. Holidays with pay:** Four per year (proportionate to a work day)

Labor Day  
Memorial Day  
Thanksgiving Day  
Presidents' Day (when designated by the School Board )

If Presidents' Day is not designated as a holiday by the School Board, one day during winter break will be substituted.

## ARTICLE XI

### 403b TAX DEFERRED PLAN MATCHING

**Section 1. District Match:** Each year by October 1, eligible employees who have achieved Step Two (2) or higher on the Rates of Pay schedule in Appendix "A" and who wish to participate in the plan shall be responsible to complete and file a salary deduction authorization for their annual contribution to a matching 403(b) tax deferred plan. The School District will match an employee's contribution to a 403 (b) tax deferred plan up to \$225.00 per school year. During a year in which the employee makes no contribution, the District shall likewise make no contribution to that employee account.

## ARTICLE XII

### HEALTH REIMBURSEMENT ACCOUNT (HRA)

The School District will make a contribution of \$175 per school year to the School District's Health Reimbursement Arrangement Plan for each employee.

## ARTICLE XIII

### EXPENSES

Necessary and pre-approved expenses that are required of an educational assistant in the performance of school duty shall be at the expense of the school district. The mileage reimbursement rate and the rate between buildings shall be set by the School Board.

An educational assistant will be reimbursed for the actual cost of replacement or repair of any damage to personal property and clothing as a result of student action or assigned duties up to a maximum of \$100.00 per school year. A Damage Report Form will be filled out by the employee and presented along with the damaged article for verification by the employee's supervisor prior to reimbursement.

## ARTICLE XIV

### NOTIFICATION OF JOB OPENINGS

**Section 1. Notice:** The district recognizes that it is desirable in making assignments to consider the interests and aspirations of its employees. All notices of school educational assistant job openings will be posted in each school for a period of five (5) working days. In addition, a copy will be sent to the president of the educational assistant association and all members of the local via the District e-mail system. Requests for consideration for job openings shall be made through the District's online application system.

Final judgment regarding the selection and placement of educational assistants shall be made by the school district upon the recommendation of the Superintendent or designee. The Board shall encourage a policy of selecting the best qualified applicant for job openings.

**Section 2. Job Opening:** Job opening shall be defined as any vacancy resulting from the creation of a new position or from an employee leaving a currently existing position. Current employees shall be given first consideration for vacant positions.

**Section 3. Transfer:** Transfer shall be defined as change in job location or position. Whenever possible, an employee shall be notified at least five (5) working days prior to the date of transfer. Prior to date of transfer, the supervisor or his/her designee shall arrange for a meeting with the employee for the purpose of reviewing the duties and expectations of the position and establishing a date for a building visit, if the position is in a new location for the employee.

## ARTICLE XV

### PROBATIONARY PERIOD, EVALUATION, DISCIPLINE AND DISCHARGE, AND RESIGNATIONS

**Section 1. Probationary Period:** New educational assistants hired by Independent School District No. 659 shall have a probationary period of six (6) months. During the probationary period, the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee and the employee shall have no recourse to the grievance procedure. However, a probationary employee shall have the right to file a grievance on any other provisions of the contract alleged to have been violated.

Subd. 1 Evaluations: The probationary period is a time during which a new employee is being tested on job capabilities, performance and fitness. As such, new employees should have a clear understanding of the district's expectations and needs. An evaluation conference shall be held with the employee and the appropriate supervisor during the first six months of employment to assist the new employee in assessing his/her job performance.

**Section 2. Completion of Probationary Period:** An employee who has completed the probationary period may be disciplined or discharged only for cause.

**Section 3. Evaluation of Probationary Employees:** Probationary employees will be evaluated by their immediate supervisor prior to the end of the employee's probationary period.

**Section 4. Evaluation of Non-Probationary Employees:** Employees who have completed their probationary period will be evaluated at least once every five years.

**Section 5. Evaluation Review:** Evaluations will be reviewed with the employee within ten (10) working days of the evaluation. The employee will have the right to attach a response to the evaluation if the employee disagrees with the evaluation. An employee signature to an evaluation will only indicate that the evaluation has been received by the employee.

**Section 6. Discipline Procedures:** The School District will follow a policy of progressive discipline, when appropriate, with unit employees. The normal discipline sequence will be 1) an oral reprimand, 2) a written reprimand, 3) suspension without pay, 4) termination. The seriousness of the matter will determine at what level disciplinary action is commenced.

**Subd. 1.** A member of the exclusive representative suspended during an ongoing investigation, shall be paid the normal daily rate until the school district reaches its decision on the status of the employee and concluded its investigation.

**Section 7. Resignation:** Employees electing to resign shall be required to give the employer two (2) weeks notice and shall continue in the employer's service during this two-week period with the understanding that the employee may leave sooner if a suitable replacement is obtained.

## ARTICLE XVI

### REDUCTION OR ELIMINATION OF POSITIONS

**Section 1. Seniority Date:** The seniority date shall be defined as the most recent date of continuous employment in an educational assistant position in the District. Movement from one educational assistant classification to another shall not change the seniority date. Seniority shall continue during approved leaves of absence from the district. Upon returning from leave of absence, the educational assistant shall be placed on the same step of the salary schedule as previously occupied.

**Section 2. Reduction or Elimination of Positions:** The District shall consider the length of service (seniority), along with other relevant factors, of employees within the same job category and within the same building when reducing hours or eliminating positions. An employee on layoff shall retain his/her seniority and right to recall in seniority order for a period of eighteen 18 months after the date of layoff. In the event more than one employee on the recall list has the identical date of hire, the district's employee identification number shall be used, in ascending order, to place the employee on the recall list.

**Section 3. Notice of Elimination of Position:** To the extent possible, the District shall notify an employee by June 1 if his/her position is to be eliminated or hours changed for the subsequent school year. The District will provide at least a two-week notification for reduction of hours or elimination of position which occurs during the school year, with the exception of the reduction or elimination of a student-specific special education educational assistant due to the departure of the student. In that case, the District shall provide a two-week notice if possible or as soon as practical.

## ARTICLE XVII

### GRIEVANCE PROCEDURE

#### **Section 1. Definitions and Interpretations**

**Subd. 1. Grievance Definition:** A “grievance” is an allegation by a unit member, unit members, or the exclusive representative, of a violation, misinterpretation, or misapplication of this Agreement.

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

**Subd. 3. Extension:** Time limits specified in this Agreement may be extended by mutual agreement.

**Subd. 4. Days:** Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by state law.

**Subd. 5. Computation of Time:** In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

**Subd. 6. Filing and Postmark:** 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.

**Section 2. 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 provision of the Agreement allegedly violated and the particular relief sought within twenty days after the date 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.

**Section 3. Informal Discussion:** Before filing a formal grievance, the unit member(s) shall first discuss the alleged grievance with his/her building principal or other immediate supervisor in an attempt to resolve the grievance on an informal basis.

**Section 4. Level I:** If the grievance is not resolved through informal discussions, a formal grievance shall be initiated in writing, on the grievance form (Appendix C) and served on the building principal or other immediate supervisor. The principal or other immediate supervisor shall give a written disposition of the grievance to the grievant and the exclusive representative within ten days after receipt of the written grievance.

**Section 5. 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 within ten days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his designee shall set a time to meet regarding the grievance within fifteen days after receipt of the appeal. Within ten days after the meeting, the Superintendent or his designee shall issue a decision in writing to the parties involved.

**Section 6. 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 ten days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty days after receipt of the appeal. Within twenty days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the Board may be designated by the Board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.

**Subd. 1. School Board Review:** The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notify the parties of its intention to review within ten days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

**Subd. 2. 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. Level IV:** In the event that the exclusive representative and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

**Subd. 1.** A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Superintendent within ten 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 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 from the Bureau of Mediation Services, pursuant to the P.E.L.R.A., a list of arbitrators selected by the Commissioner, providing such request is made within twenty days after request for arbitration. Upon receipt of the list of arbitrators, the school district and the exclusive representative shall alternately strike names from the list of arbitrators selected by the Commissioner until only one (1) name remains. This arbitrator shall decide the grievance and the decision is binding upon the parties. The request shall ask that the appointment be made within thirty days after the receipt of said request.

Failure to agree upon an arbitrator or the failure to request a list of arbitrators from the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

**Subd. 4. Submission of Grievance Information:**

a) Upon appointment of the arbitrator, the appealing party shall within five days after notice of appointment forward to the arbitrator, with a copy to the School Board, the submission of the grievance which shall include the following:

- (1) The issues involved.
- (2) Statement of the facts.
- (3) Position of the grievant.
- (4) The written documents relating to the grievance procedure.

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

**Subd. 5. Hearing:** The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose 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 proceeding before the arbitrator shall be a hearing denovo.

**Subd. 6. Decision:** The decision by the arbitrator shall be rendered within thirty days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in the P.E.L.R.A.

**Subd. 7. Expenses:** Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such copy.

**Subd. 8. Jurisdiction:** The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed 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 and selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operation.

**ARTICLE XVIII**

**DURATION**

**Section 1. Term and Reopening Negotiations:** This Agreement shall remain in full force and effect for a period commencing on July 1, 2010, through June 30, 2012, and thereafter as provided by the P.E.L.R.A. 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 90 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 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 district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

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

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

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

For the Northfield Educational Federation,  
Local #6030, Education Minnesota, AFT,  
NEA, AFL-CIO

For Independent School District #659  
Northfield, Minnesota

\_\_\_\_\_  
President

\_\_\_\_\_  
Chairperson, Board of Education

\_\_\_\_\_  
Education Minnesota Staff Representative

\_\_\_\_\_  
Clerk, Board of Education

Dated this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, 2008 10

Dated this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, 2008 10

**APPENDIX "A"**

**RATES OF PAY**

Class I: to include Office and Supervisory Educational Assistants

Class II: to include Instructional, Media, and Health Educational Assistants

Class III: to include Special Education Educational Assistants

	<u>1</u>	<u>2</u>	<u>2010-11</u> <u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
Class I	12.59	12.95	13.27	13.58	13.89	14.31
Class II	12.85	13.22	13.53	13.84	14.16	14.57
Class III	13.16	13.53	13.84	14.16	14.47	14.89

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	<u>1</u>	<u>2</u>	<u>2011-12</u> <u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
Class I	12.59	12.95	13.27	13.58	13.89	14.31
Class II	12.85	13.22	13.53	13.84	14.16	14.57
Class III	13.16	13.53	13.84	14.16	14.47	14.89

**Personal Care Assistance Stipend:** All Class III Special Education Educational Assistants who provide personal care assistance (PCA) shall receive a stipend of \$.10 per hour for providing those services.

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**APPENDIX "B"**  
**EDUCATIONAL ASSISTANTS - LONGEVITY**

In addition to the hourly rate to which they are entitled under Appendix "A", Educational Assistants shall be eligible for longevity pay according to the following schedule:

<u>2010-11 Longevity Eligibility Criteria</u>	<u>Hourly Longevity Pay Differential</u>
6 to 10 years of experience completed	\$.50
11 to 15 years of experience completed	\$.65
16 to 20 years of experience completed	\$.85
21 or more years of experience completed	\$1.05

<u>2011-12 Longevity Eligibility Criteria</u>	<u>Hourly Longevity Pay Differential</u>
6 to 10 years of experience completed	\$.50
11 to 15 years of experience completed	\$.65
16 to 20 years of experience completed	\$.85
21 or more years of experience completed	\$1.05

**APPENDIX C**  
**GRIEVANCE FORM**

Grievance # \_\_\_\_\_

Name of Grievant: \_\_\_\_\_

Date Filed: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Assignment: \_\_\_\_\_

Association Representative: \_\_\_\_\_

Date Grievance Occurred: \_\_\_\_\_

Statement of the grievance (including events/conditions of the grievance/persons responsible)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contract provision allegedly violated:

\_\_\_\_\_

Redress Sought: \_\_\_\_\_

\_\_\_\_\_

**LEVEL I – FORMAL**

Date Issued: \_\_\_\_\_

**Disposition by Principal or Immediate Supervisor and Reasons Therefor:**

Disposition:

\_\_\_\_\_

Reasons:

\_\_\_\_\_

\_\_\_\_\_

Initial Applicable Statements:

- I hereby accept the above disposition.  
 I hereby decline the above disposition.  
 I intend to process the grievance to the next step.

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**LEVEL II - FORMAL**

Date Issued: \_\_\_\_\_

**Disposition by Superintendent and Reasons Therefor:**

Disposition:

\_\_\_\_\_

Reasons:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

Initial Applicable Statements:

- \_\_\_\_\_ I hereby accept the above disposition.
- \_\_\_\_\_ I hereby decline the above disposition.
- \_\_\_\_\_ I intend to process the grievance to the next step.

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

**LEVEL III – FORMAL**

Date Issued: \_\_\_\_\_

**Disposition by Board of Education and Reasons Therefor:**

Disposition:

\_\_\_\_\_

Reasons:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

Initial Applicable Statements:

- \_\_\_\_\_ I hereby accept the above disposition.
- \_\_\_\_\_ I hereby decline the above disposition.
- \_\_\_\_\_ I intend to process the grievance to the next step.

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

**LEVEL IV – FORMAL**

Date Issued: \_\_\_\_\_

**Disposition and Award of Arbitrator:** Attach Arbitrator's award.