

# **Master Agreement**

**Between**

**Independent School District 877  
Buffalo-Hanover-Montrose Schools**

**and**

**Education MN-Buffalo**

**Educational Support Professionals, Local #7334**

**Affiliated with Education Minnesota,  
AFT, NEA, AFL-CIO**

**July 1, 2008<sup>10</sup> - June 30, 2010<sup>12</sup>**

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**2008~~10~~-2010~~12~~ MASTER AGREEMENT**

**INDEPENDENT SCHOOL DISTRICT 877**

**AND**

**EDUCATION MINNESOTA-BUFFALO ESP, Local #7334**

**PREAMBLE**

Independent School District 877 and the Education Minnesota-Buffalo ESP have a common responsibility beyond their collective bargaining relationship; to provide the best possible educational opportunities and to continually strive to expand and improve these opportunities for our students, shall be our common goal.

**AGREEMENT**

Agreement made and entered into as of July 1, 2008~~10~~ by and between Independent School District 877 hereinafter called the Board and the Education Minnesota Buffalo Educational Support Professionals, Local #7334, hereinafter called the Union and shall continue in effect through June 30, 2010~~12~~.

Witnesseth:

Whereas, the Board and the Union hereby declare their intent to work together toward the common aims of education, excellence, and to provide the best possible educational opportunities for those children of school age.

Therefore, the parties agree as follows:

**ARTICLE I**

**RECOGNITION OF EXCLUSIVE REPRESENTATIVE & EMPLOYEE RIGHTS**

**Section 1. Recognition:** In accordance with the P.E.L.R.A., the School District recognizes the Education Minnesota Buffalo ESP as the exclusive representative, shall have those rights and duties as prescribed by the Public Employment Labor Relations Act (P.E.L.R.A.) and as described in the provisions of this Agreement.

**Section 2. Appropriate Unit:** The exclusive representative shall represent all such employees of the district contained in the appropriate unit as defined in Article III, Section 1, of this Agreement and the P.E.L.R.A. and the certification by the Director of Mediation Services, if any.

**Section 3. Request for Dues Check Off:** Educational support professionals shall have the right to request dues check off. Upon receipt of a properly executed authorization card of the educational support professionals involved, on or before November 15, the school district will deduct from the educational support professional's paycheck beginning November 30 and continuing for nine (9) subsequent checks (total

of 10). Authorization cards received after the November 15 cut-off date will be deducted from the remaining dues check-off schedule. The school district will remit monthly, all collected dues to the appropriate local educational support professional organization.

**Section 4. Fair Share Fees:** The exclusive representative warrants that it will only implement fair share deductions in accordance with the applicable Minnesota Statutes.

**Section 5. Personnel Files:** Each educational support professional shall have the right upon request, to review the content of their own personnel file within two working days following said request. A representative of the educational support professional's choice may, at the educational support professional's request, accompany the educational support professional through this review. A copy of any formal evaluation will be given to the educational support professional at the time the evaluation is completed. An educational support professional shall have the right to reproduce any of the contents of their file at the educational support professional's expense and to submit for inclusion in the file written information in response to any material contained therein.

## **ARTICLE II MANAGERIAL RIGHTS**

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

**Section 2. Management Responsibilities:** The exclusive representative recognizes the right and obligation of this 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 the Agreement shall perform the services and duties prescribed by the school board and shall be governed by the laws of the State of Minnesota, 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 recognizes that the provisions of this Agreement are subject to the laws of the State. 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 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.

**Section 5. Notification of Employment:** The District shall notify educational support professionals of any reduction in hours of work for the subsequent school year as soon as possible. The District shall attempt to notify educational support professional of changes in building and/or assignment for the subsequent school year before August 1. Written notification from the District will be provided to employees indicating tentative placement, assignment, hours, and wages according to the schedule by August 15<sup>th</sup> prior to the start of the school year.

District 877 reserves the right to make any modifications or adjustments in their assignments during the school year. The hours of educational support professionals are subject to change due to the potential changing needs of students which include; their becoming more or less independent, building or transportation scheduling changes or a possible combination of students which could result in either fewer educational support professional or fewer hours that educational support professionals would work.

### **ARTICLE III DEFINITIONS**

**Section 1. Description of Appropriate Unit:** For purpose of this Agreement, the term Educational Support Professional shall mean all persons in the appropriate unit employed by the school district in such classifications excluding the following: confidential employees, supervisory employees, essential employees, employees excluded from the definition of "public employee" contained in Minn. Stat. #179A.03, Subd. 14, as amended, and emergency employees.

**Section 2. Employment Period:** The term of service of employees, including the hours of service, shall be recommended by the building principals and/or Director of Special Education. Final determination of annual hours will be determined by the superintendent's office designee.

**Section 3. Part-Time Employees:** The school district reserves the right to employ such part-time personnel as deemed necessary and desirable.

~~**Section 4. Title:** 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.~~ **Moved to page 22**

## **ARTICLE IV EMPLOYEE BENEFITS**

**Section 1. Wages and Group Insurance:** The wages and salary reflected in Schedule A attached hereto, shall be part of the agreement for the period commencing July 1, 2008~~10~~ to June 30, 2012~~12~~. The parties agree that employees over 25 hours per week shall be eligible for group insurance benefits to the extent provided for by existing insurance contracts. Employees hired prior to July 1, 2005 who are qualified for insurance and employed less than 25 hours, but more than 14, shall be eligible for the same coverage. The school board contribution shall be on a pro-rated basis.

**Section 2. Claims Against the School District:** The parties agree that any description of insurance benefits contained in this Article is intended to be information 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 agreed to herein, and no claim shall be made against the school district as a result of denial of insurance benefits by any insurance carrier.

**Section 3. Selection of Carrier:** The selection of the insurance carriers and policies shall be made by the school district.

**Section 4. Health and Hospitalization Insurance:** The school board will provide health and hospitalization insurance for employees according to the following plans:

**Subd. 1. Eligibility:** Employees hired after July 1, 2005, must work 25 or more hours per week to be eligible for health insurance.

**Subd. 2. Premium Payments:** Employees hired after July 1, 2005, who may not have adequate income to cover the employee share of the health insurance premium, shall be required to pay the premium in advance. Employees who meet this criteria shall be billed separately by the district for the estimated costs. Any overpayment by an employee or under-collection by the district shall be corrected by the end of the current school year.

**Subd. 3. Individual Coverage:** The school board shall contribute the sum listed in Schedule A, attached hereto, toward the premium for individual coverage for employees employed by the school district who are not enrolled for dependent coverage in the district group health and hospitalization plan. Employees desiring coverage must so indicate to the Business Office.

**Subd. 4. Dependent Coverage:** The school board shall contribute the sum listed in Schedule A, attached hereto, toward the premium for dependent coverage. Employees desiring dependent coverage must so indicate to the Business Office.

**Section 5. Term Life Insurance:** The school board shall contribute the sum listed in Schedule A, attached hereto, toward term life insurance for employees on qualified employment and wishing to be covered. Eligibility for coverage will be determined by the insurance policy.

**Subd. 1. Eligibility:-** Employees hired after July 1, 2009, must work 25 or more hours per week to be eligible for life insurance. Employees hired prior to July 1, 2009, who are qualified for insurance and employed less than 25 hours, but more than 14, shall be eligible for the same coverage. The school board contribution shall be on a pro-rated basis.

**Section 6. Income Protection Insurance:** The school board shall contribute the sum listed in Schedule A, attached hereto, toward income protection or disability insurance for each employee on qualified employment. Eligibility for coverage will be determined by insurance policy, which currently has a requirement of 25 hours per week to qualify.

**Section 7. Duration of Insurance Contribution:** An employee is eligible for school district contribution as provided in this Article as long as the employee is employed by the school district. Upon termination of employment, all district contributions shall cease.

**Section 8. Mileage Reimbursement:** Educational support professionals who may be required to use their own automobiles in the performance of their duties and educational support professionals who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the prevailing district mileage rate for all driving done between arrival at the first location at the beginning of their workday and the location of the educational support professionals at the end of the workday.

**Section 9. IRS 125 Plan:** The School District shall provide a Section 125 Plan under the Internal Revenue Code for eligible Educational Support Professionals in the District, to be utilized at the employee's option. Eligibility is determined according to the District's Section 125 Flexible Spending Plan.

**Subd. 1. Description:** The Section 125 Plan (Flexible Spending Plan) offered by the School District is a plan established to provide a way to save money on costs for medical and dependent care expenses. The accounts allow payment for certain out-of-pocket health care expenses and dependent care expenses with pre-tax dollars. It is a salary reduction plan permitting participants to choose among more than one benefit. It is classified as a "Cafeteria Plan" for federal income tax purposes.

The two components to the plan are:

1. Dependent care reimbursement account.
2. Medical expense reimbursement account.

**ARTICLE V  
QUALITY EARNINGS PROGRAM**

**Section 1. QEP Required Hours:** Beginning in the 2000-2001 school year, educational support professionals employed 1-2 years will complete twelve (12) QEP hours per year. If employed 3-4 years, they will complete ten (10) hours per year. If employed 5 or more years, they will complete six (6) hours per year.

**Section 2. Requirements for Step Advancement:** QEP hours must be met in order to move to the next step of the salary schedule. If an employee at the top of the salary schedule does not complete the required QEP hours, their salary shall be frozen at their last rate.

**Section 3. QEP Advisory Committee:** An ongoing labor-management committee consisting of up to four members appointed by the President of the Union, the Union representative of Education Minnesota, and up to four members appointed by the School District, will meet a minimum of one (1) time per year. The committee shall make recommendations for changes/improvements to the QEP.

**ARTICLE VI  
NORMAL DUTY DAY AND ADDITIONAL DUTY PAY**

**Section 1. School Closings:** Hours of employment may vary according to the needs of a specific building. In the event school is closed for any reason and the employees are not required to perform services, employee compensation shall be reduced accordingly. In the event school is closed and employees are on the job, employees will be compensated for their time on the job or a minimum of two (2) hours. In the event hours are missed due to inclement weather, an educational support professional may make up any missed hours with the approval of his/her principal or may use vacation hours for the time missed.

**Section 2. Lunch Period:** Educational support professionals are entitled to an unpaid duty free lunch period if they are employed a minimum of 6 hours per day. This clause can be modified by mutual agreement between employee and the building principal or ~~para~~ **ESP** supervisor.

**Section 3. Unusual Situation:** In the event of an unusual or emergency situation that requires the loss of lunch period, the educational support professional and the principal shall mutually remedy the lost time situation; (i.e. exchange time, early dismissal, payment of wages for lost time, etc.).

**Section 4. Overtime:** Hours worked in more than one educational support professional assignment over 40 hours per week will be considered overtime, paid at a wage of one and one half times the individual rate.

**Section 5. Notification of Work on Non-Student Contact Days:** Educational support professionals work on days students are in school. Exceptions may exist, pending principal approval. An attempt shall be made to notify the educational support professionals one (1) week in advance if the educational support professional is to work on a non-student contact day.

## **ARTICLE VII LEAVES**

### **Section 1. Sick Leave:**

**Subd. 1. Earned Sick Leave:** A regular employee shall earn sick leave at the rate of one (1) day for each month in the employ of the School District for a total of ten (10) days per year for those employed for the full school year. Sick leave shall accrue on the first workday of each month of employment. A day for the purposes of this Article shall be equivalent to the number of hours per day that the employee is regularly employed at the time when said day of sick leave accrues. Routine medical/dental appointments should be scheduled outside of regular work hours whenever possible. **The school district may require an employee to furnish a medical or dental verification that the employee could not schedule the routine appointment outside of the employee's regular work hours.**

**Subd. 2. Maximum Accrual:** Unused sick leave days may accumulate to a maximum credit of one hundred (100) days of sick leave per employee.

**Subd. 3. Medical Certification:** The school district may require an employee to furnish a medical certificate from a qualified physician as evidence of illness **or when sick leave trends or patterns occur**, indicating that such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to eligibility of an employee for sick leave is reserved to the school district. In the event that a medical certificate will be required **for an absence or future absences**, the employee will be so advised.

**Subd. 4. Deduction:** Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee **and must be taken in increments of at least ¼ of the employee's work day.**

**Subd. 5. Approval:** Sick leave pay shall be approved only upon submission of a signed request on the authorized sick leave pay request form available at the office.

**Subd. 6. Total Sick Leave Compensation:** In no event shall additional compensation paid to the employee by virtue of sick leave pay result in the payment of the total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

**Subd. 7. Use of Sick Leave for Family Members:** An employee may use up to ~~four (4)~~ **two (2)** days per year of accumulated sick leave to attend to medical necessities of an ill spouse, parent, or **adult** child (not otherwise covered under state statute) including any step or foster relative in the same relationship with the employee. Each instance of usage under this provision may require the written statement of a health professional documenting the need for the attendance. Except in case of emergency, these days must have the prior approval of the Director of Human Resources. After the utilization of the above ~~four (4)~~ **two (2)** days, an employee may utilize additional accumulated sick leave for this purpose at the rate of two (2) days for each day used. No more than ten (10) days of total inclusive sick leave for this purpose may be taken per year by an employee unless approved by the Board of Education. ~~Any such usage of sick leave under this subdivision must include the provision that the employee must have used (or been pre-approved for usage of) all available vacation leave days.~~

**Day 1 = 1 sick leave day**  
**Day 2 = 1 sick leave day**  
**Day 3 = 2 sick leave days**  
**Day 4 = 2 sick leave days**  
**Day 5 = 2 sick leave days**  
**Day 6 = 2 sick leave days**  
**Total = 10 days of sick leave**

**Subd. 8. Use of Sick Leave for Child:** Employees may use sick leave for absences due to illness or injury to the employee's child. For purposes of this subdivision, "child" means an individual under 18 years of age or an individual under age 20 who is still attending secondary school.

**Section 2. Worker's Compensation:** Pursuant to M.S. 176, an employee injured on the job in the service of the school district and collecting workers compensation insurance, may draw sick leave and receive full salary from the school district, their salary to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from their accrued sick leave.

**Section 3. Paid Holidays:**

**Subd. 1. Paid Holidays:** Employees shall be granted the following eight (8) paid holidays: Thanksgiving day, day after Thanksgiving, Christmas Eve Day, Christmas Day, New Years Day, President's Day, Friday during Spring Break, and Memorial Day.

**Subd. 2. School in Session:** The school district reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof.

**Subd. 3. Weekends:** Holidays falling on a weekend will be observed on a day established by the school district.

**Section 4. Court and Jury Leaves:** An employee shall be allowed to be absent from work if subpoenaed for any court appearance or if required to serve on jury duty. During said absence the employee shall be paid their regular salary less any compensation received as a result of said court appearance. Prior to receipt of salary, the employee shall endorse the court payment check to the school district or provide the district with other verification acceptable by the district.

**Section 5. Bereavement Leave:** In the event of the death of wife, husband, father, mother, son or daughter, including any step or foster relative in the same relationship with the employee, each regularly employed educational support professional will have in each case up to five (5) school days per year, non-accumulative, without salary deductions. In the event of death of brother, sister, mother-in-law, or father-in-law, brother-in-law, sister-in-law, grandparent or grandchild, including any step or foster relative in the same relationship with the employee, the number of days without salary deduction shall be three (3) days in each case per year, non-accumulative.

Further necessary time beyond that already provided above or bereavement time off for the funeral of other relatives or close friends may be allowed from the educational support professional's sick leave accumulation upon the approval of the Director of Human Resources, whose decision is final and binding and not subject to the grievance procedure. Any such usage of bereavement from accumulated sick leave must include the provision that the employee must have used (or been pre-approved for usage of) all available vacation leave days.

Educational support professionals who were regularly employed during the previous school year and assigned to work for extended time during the subsequent summer will be granted access to bereavement leave.

**Section 6. Emergency Leave: (For Employees with less than five (5) continuous years of service only)** A maximum of one (1) paid day per year usage of leaves may be taken in two-hour increments and shall be granted at the discretion of the Director of Human Resources. Emergency leave days will be charged against the employee's accumulated sick leave. The following situations will be considered appropriate requests for emergency leave provided they cannot be accommodated outside of the employee's normal duty day.

1. Closing for sale or purchase of a principal residence.
2. Court proceeding involving an adoption, juvenile delinquency or divorce, when a party to the proceedings.
3. Wedding in the immediate family.
4. Emergency causing serious physical damage to principal residence.

A request for emergency leave must be made in writing to the Director of Human Resources at least 3 days in advance, except in the case of an emergency.

## **Section 7. Vacation Leave:**

**Subd. 1. Requests:** Reasons for vacation leave need not be disclosed, however requests must be made in writing to the Director of Human Resources at least three (3) working days in advance, except in the case of an emergency. No more than ~~five (5)~~ **ten (10)** educational support professionals district wide shall take vacation leave on any given day.

**Subd. 2. Accrual-Minimum of 5 Years Service:** Educational support professionals with a minimum of five (5) years of service to the District will be granted one (1) day annually of vacation leave.

**Subd. 3. Accrual-Minimum of 10 Years Service:** Educational support professionals with ten (10) or more years of service to the District will be granted two (2) days annually of vacation leave.

**Subd. 4. Incentive Vacation Day:** As of July 1 of each year, a educational support professional utilizing one (1) day or less of sick/emergency leave during the previous school year, shall be granted one (1) additional day of vacation leave for the subsequent school year.

**Subd. 5. Vacation Parameters:** Vacation leave shall not generally be granted ~~on the day before or after a holiday or break period (not including weekends), nor in the first ten (10) days of the school year, nor~~ **or the final ten (10) days** after May 15 of each school year, unless specifically approved by the Director of Human Resources.

**Subd. 6. Maximum Accrual and Usage:** Educational support professionals may accumulate up to five (5) days of vacation leave. **Vacation leave allowed shall be deducted from the accrued vacation leave days earned by the employee and must be taken in one half (1/2) or full day increments.**

**Subd. 7. Resignation and Termination of Employment:** Educational support professionals who give at least fourteen (14) calendar days notice shall be eligible to be paid for earned but unused vacation. An ESP may elect a lump sum payment for accrued vacation following the fourteen (14) days or may extend the resignation date by the number of their accrued vacation days. An educational support professional who does not give fourteen (14) calendar days notice shall not be paid for earned but unused vacation. An educational support professional who is discharged for just cause, will not be eligible to be paid for earned but unused vacation.

**Section 8. Other Leaves:** Application for leaves of absence may be considered by the Board of Education individually upon their merit. Educational support professionals on leaves will be granted a temporary leave of absence and shall retain all benefits accrued prior to their leave and shall retain all seniority accrued during their leave. The school board shall not, in any event, be required to grant any leave more than twelve (12) months in duration. **Example of unpaid leave: family leave, long term medical, public office leave and other leaves not provided in the agreement but considered worthy of consideration by the Board of Education.**

**Short-term Leave: Educational Support Professionals may take short-term leave without pay up to ~~Unpaid leave of absences of six (6)~~ five (5) days over the term of this Agreement. Short-term leave will normally be available no more than once every year. Short-term leave shall not generally be granted the first ten (10) days of school nor the last ten (10) days of school unless specifically approved by the Director of Human Resources, whose decision is final and binding and not subject to the grievance procedure. Requests for short-term leave will be made ten (10) days in advance except in the case of emergencies. ~~or less may be granted at the discretion of the Director of Human Resources. The employee will be charged \$25 per day to offset the district insurance contributions of ESPs.~~ Any such usage of short-term leave must include the provision that the ESP must have used (or been pre-approved for usage of) all available vacation days.**

~~Example of unpaid leave: Family leave, long term medical, public office leave and other leaves not provided in the agreement but considered worthy of consideration by the Board of Education.~~

### **Section 9. Disability Leave for Pregnancy:**

**Subd. 1. Maternity Leave:** If the reason for the family leave is occasioned by pregnancy, the educational support professional shall provide at the time of the leave application, a statement from her physician indicating the expected date of delivery. If a educational support professional who has requested and been granted family leave because of pregnancy delivers prior to the scheduled beginning date of her family leave, she shall be eligible for sick leave in accordance with the provisions of Section 1 until the scheduled beginning date of her family leave. A educational support professional is not, however, eligible for sick leave benefits after the effective date of the family leave.

**Subd. 2. Leave Adjustment:** The school district may adjust the proposed beginning or ending date of a family leave so that the dates of the leave are coincident with some natural break in the school year; i.e. winter vacation, spring vacation, semester break or quarter break, end of a grading period, end of the school year, or the like.

**Subd. 3. Leave Restrictions:** In making a determination concerning the commencement and duration of a family leave, the school board shall not, in any event, be required to:

- a) Grant any leave more than twelve (12) months in duration.
- b) Permit the educational support professional to return to his or her employment prior to the date designated in the request for family leave.

A educational support professional shall, however, if the request for family leave is occasioned by the educational support professional's pregnancy, be entitled to a family leave of at least one (1) year, subject to adjusting the ending date of the leave pursuant to Subd. 2 above.

**Subd. 4. Failure to Return:** Failure of the educational support professional to return pursuant to the date determined under this section shall constitute grounds for termination unless the school district and the educational support professional mutually agree to an extension in the leave.

**Subd. 5. Probationary Periods:** The parties agree that the applicable periods of probation are intended to mean the periods of actual service enabling the school district to have opportunity to evaluate a educational support professional's performance. The parties agree therefore, that periods of time for which the educational support professional is on family leave shall not be counted in determining the completion of the probationary period.

**Subd. 6. Experience Credit and Leave Time Accumulated:** A educational support professional who returns from family leave within the provisions of this Section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The educational support professional shall not accrue additional experience credit or leave time during the period of absence for disability leave.

## **Section 10. Union Leave:**

**Subd. 1. Use: Education Minnesota – Buffalo ESP shall be granted up to twelve (12) days of paid leave during the term of this agreement to conduct the business of the union. The twelve (12) days will be with full reimbursement to the School District for the salary of the substitute. Thereafter, any Education Minnesota – Buffalo ESP leave shall be without pay. The union president will designate these days and in no instance will any one individual be granted more than three (3) days per year. Absences for union leave will be a minimum of a half day absence. Requests for such leave will be made to the Director of Human Resources at least three (3) days in advance by the union president. The request for three (3) days can be waived in the event of an emergency or special circumstance as determined by the Director of Human Resources.**

**Section 4011. Continuation of Insurance:** Any employee receiving an approved leave of absence from the Board may continue in the group insurance plan for the duration of the leave of absence by paying their own premium to the district in advance of each month. The provision of the respective insurance policy will supersede this clause.

**Section ~~TBD~~12: School Conference and Activity Leave:** The District shall grant an employee an unpaid leave of up to a total of sixteen (16) hours during any 12-month period to attend school conferences or school related activities related to the employee's child(ren) who are under 18 years of age or under age 20 who still attend secondary school, provided the conferences or school-related activities cannot be scheduled during non-work hours. The Educational Support Professional may use accrued vacation. When the leave cannot be scheduled during non-work hours and the need for the leave is foreseeable, the employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to unduly disrupt the operation of the school. This Subd. is in accord with M.S. 181.9412, School Conference and Activities Leave.

## ARTICLE VIII PROBATION

### Section 1.

**Subd. 1. Probation:** Any new educational support professional employed under the provisions of this Agreement shall serve a probationary period of six (6) working months or until the end of the school year of hire, whichever is longer. The school district shall have the right to suspend without pay or discharge such employee during this probationary period. Each probationary educational support professional shall receive periodic feedback concerning his/her performance from his/her supervisor during this period.

**Subd. 2. Change of Educational Support Professional Assignment:** In addition to the initial probationary period, a **non-probationary** employee transferred to a different assignment shall serve a new probationary period of three (3) calendar work months in any such new assignment. During this three (3) work month probationary period, if it is determined by the school district that the employee's performance in the new assignment is unsatisfactory, the school district shall have the right to reassign the employee to his/her former assignment. **This subdivision does not imply loss of seniority as per Article X.**

## ARTICLE IX DISCIPLINE AND DISCHARGE

### Section 1.

**Subd. 1. Discharge or Suspension:** ~~After completion of the probationary period, termination or suspension for cause shall be a disciplinary act and shall be grievable.~~ **An employee who has completed the probationary period may be suspended without pay, discharged or disciplined only for just cause. An employee who has completed the probationary period and is suspended without pay, discharged or otherwise disciplined shall have access to the grievance procedure.**

**Subd. 2. Progressive Discipline:** **The School District recognizes the concept of progressive discipline consisting of: 1) oral reprimand; 2) written reprimand; 3) suspension without pay; and 4) discharge. Notwithstanding this concept, the School District reserves, in its sole discretion, the right to impose discipline at any level.**

**~~Subd. 2. Basis for Discharge or Suspension:~~**

- ~~a) Inability to perform the assigned job.~~
- ~~b) Negligence with respect to assigned duties.~~
- ~~c) Conduct unbecoming a educational support professional which impairs program effectiveness when it relates to the educational support professional's duties.~~

~~Categories a and b shall utilize a 20 working day period in an attempt to resolve problems and improve effectiveness. Two conferences shall take place during this period between the educational support professional and building administrator with a written documentary, which shall include, but not be limited to, identifying the problem and suggest ways to resolve it at the end of this period. If improvement has not taken place or if the program effectiveness cannot be guaranteed, the termination shall take effect.~~

~~Category c shall not be subject to the 20-day resolution period. The administration will make every effort to give educational support professionals timely notice of prospective termination.~~

~~Categories a, b and c are disciplinary classifications warranting Board action based on reasons of discipline.~~

**Section 23. Resignations:** Employees shall give two (2) weeks written notice before terminating employment.

**Section 34. Initial Employment and Level Changes:** The Board of Education reserves the right to place new employees at steps higher than the first. Training and number of qualified applicants will be used to establish starting rates.

**Section 45. Failure to Report to Work:** An employee who does not report to work for three (3) consecutive days and also does not report their absence for these days shall be deemed to have resigned from their position.

## **ARTICLE X SENIORITY RIGHTS**

**Section 1. Seniority:** Seniority shall be based on the length of continuous service in District 877 as a educational support professional from date of last employment in the district. Seniority shall continue for all approved leaves of absence.

**Section 2. Layoff and Recall:** The Board recognizes that the purpose of seniority is to provide a declared policy as to the order of layoff and recall of employees. The Union recognizes that consideration must be given to special skills; such as those associated with special education support professionals, Title I, clerical, etc.; and the number of hours of employment. Subject to consideration of special skills and number of hours of employment, the last educational support professional hired shall be the first educational support professional laid off.

Any educational support professional who has been laid off, or whose position has been terminated, shall be placed on recall and retain recall rights for a twelve (12) working months. An educational support professional on recall shall not be required to accept another position with fewer hours than previously held. Educational support professionals on recall shall be entitled to be notified of all District educational support professional job postings, unless a educational support professional on recall has failed to accept two (2) equivalent position offers from the District, after which the District's responsibility for notification of the recalled educational support professional shall cease. It is the responsibility of each educational support professional on recall to keep the District informed of his/her current mailing address and home phone number.

An employee who is properly discharged or resigns shall forfeit seniority and in the event of re-employment, seniority rights shall begin as of the date of re-employment.

**Section 3. Seniority Date:** Employees shall acquire seniority upon completion of the probationary period as defined in this Agreement and upon acquiring seniority, the seniority date shall relate back to the first date of service. If more than one employee commences work on the same date, seniority ranking for such employee shall be determined by granting the higher seniority ranking to the employee with the higher numerical last four digits of his/her social security number.

**Section 4. Publication of Seniority List:** On or before January 15 of each year, the School District shall prepare a seniority list of all educational support professionals covered by this Agreement. The seniority list shall establish seniority by name and seniority date with the educational support professional with greatest seniority listed first. This seniority list shall be provided to the exclusive representative and posted by the School District in the appropriate area for educational support professionals at each worksite. Educational support professionals shall have twenty

(20) days after the posting date to challenge their rank or status on the seniority list, and absence of such challenge shall constitute full agreement by the employee.

**Section 5. Notice of Layoff:** In the event of a lay-off, the School District shall notify the Union and affected employee(s) at the earliest opportunity.

**Section 6. Layoff Process:** In the event of a layoff, the District agrees to meet and confer with the exclusive representative to discuss recommendations prior to carrying out the layoff process. A layoff will be defined as discontinuance or reduction of position due to: loss of federal or state funding, lack of pupils, deficit in budget projections, change of program, change in responsibilities, cross disabilities per assignment, consolidation or merger of classes and programs, and program effectiveness. A reduction of an individual educational support professional's hours of forty-five (45) minutes or less per day will not constitute a layoff.

## **ARTICLE XI TRANSFER POLICIES**

**Section 1. Vacancies:** All educational support professional are entitled to have knowledge of educational support professional vacancies.

**Section 2. Postings:** New positions or vacancies of more than thirty (30) working days shall be posted ~~for a period of three (3) working days~~ **on the district's website and a district e-mail notice sent to staff.** ~~Postings shall be at all work sites and central office during the school year. During the summer, P~~ **postings during the school year shall be for a period of three (3) working days and five (5) working days during the summer.** ~~a period of five (5) working days. in the central office. The union president also shall receive a copy of all postings.~~

**Section 3. Written Request to Transfer:** An employee may at any time request a transfer to any posted vacancy. An online **internal transfer request** application shall be submitted to Director of Human Resources. All timely applications from members of the bargaining unit will receive consideration; however, granting of such requests is not mandatory but at the discretion of the Administrator. **Internal candidates who apply using the online internal transfer request application form will be notified when the position is filled.**

**Section 4. Additional Hours of Employment and Filling Vacancies:** Administration will attempt to offer additional hours of employment to currently employed educational support professionals when openings occur. When additional hours occur or vacancies are filled, the following criteria ranked in order of importance will be used:

- a. qualifications
- b. coinciding schedules
- c. seniority

**Section 5. Temporary Assignments:** An educational support professional may be temporarily assigned by mutual agreement to another task for up to thirty (30) consecutive working days.

## **ARTICLE XII SEVERANCE PAY**

**Section 1. Eligibility:** Educational support professionals who have been continuously employed in the school district at least 15 years and are at least 55 years of age, shall be eligible for severance pay upon submission of written resignation accepted by the school district.

**Section 2. Calculation:** An educational support professional shall be eligible to receive as severance pay, the amount obtained by multiplying 75% of the employee's unused number of accumulated sick days times the employee's regular daily rate of pay.

**Section 3. Hourly Rate and Days Worked:** In applying these provisions, a day shall be equivalent to the number **average number** of hours per day that the employee is **was** regularly employed **in their last five (5) years of employment prior to** at the time of resignation. The rate of pay shall be that hourly rate being paid to the educational support professional at the end of the school year.

**Section 4. Payment Date:** All severance payments of eligible ~~retirees~~ **participants** shall be paid to the ~~qualifying retiree's post retirement health savings account.~~ **contributed into the district sponsored Health Reimbursement Arrangement (HRA) on behalf of the qualifying participant.** Payment shall be made in one lump sum on January 15<sup>th</sup> following retirement.

**Section 5. Severance Cap:** This amount will not exceed \$15,000.

**Section 6. Exclusion:** **Sections 1-5 shall apply only to educational support professionals whose service began prior to July 1, 2011. For educational support professionals whose employment began after this date, the provisions of Sections 1-5 will not be applicable.**

**Section 67. Health Insurance Continuation:** Employees who retire and do not meet the severance eligibility criteria in Section 1. and are enrolled in the district group health and hospitalization plan prior to retirement may elect to continue participation in the plan, at the employee's expense, until the employee reaches the age of Medicare eligibility if they are receiving a disability benefit or an annuity from a MN public pension plan as outlined in Minnesota Statute § 471.61.

## **ARTICLE XIII GRIEVANCE AND ARBITRATION**

**Section 1. Grievance Definition:** A "grievance" shall mean an allegation by a educational support professional resulting in a dispute or disagreement between the

educational support professional employee and the school board ~~board~~ **district** as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement. A grievance shall occur when it should be reasonably recognized that it has occurred.

**Section 2. Representatives:** The educational support professional, 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 their behalf.

### **Section 3. Definitions and Interpretations:**

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

**Subd. 2. Days:** Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined **according to the school calendar for ESP unit members except during summer break when** as all week days not designated as holidays by state law **are work days**.

**Subd. 3. Computation of Time:** In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included.

The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in that event the period runs until the end of the next day which is not a Saturday, a Sunday or a legal holiday.

**Subd. 4. Filing and Postmark:** The filing or service of any notice or document herein shall be timely if it bears a post mark of the United States Postal Service within the time period or if **verifiable through other means**. ~~copies are initialed and dated by the educational support professional and administrator upon service.~~

**Subd. 5. Waivers of Steps:** Provided both parties agree in writing, Level One and/or Two of the grievance procedures may be bypassed and the grievance brought directly to the next level.

**Section 4. Time Limitations and Waiver:** Grievances shall not be valid for consideration unless the grievance is submitted in writing to the principal, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date of the event giving rise to the grievance occurred. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance informally between the educational support professional's and the school board's designee.

If an educational support professional feels there is a grievance, the educational support professional should first discuss the matter with the ~~department chairperson,~~ **building principal, site administrator, or designated administrative** supervisor to whom the educational support professional is directly responsible, in an effort to resolve the problem informally.

If, after such discussion, the educational support professional is not satisfied with the disposition of the matter, the educational support professional shall have the right to have a Union Representative assist in further efforts to resolve the problem informally with the **building principal, site administrator** or other appropriate **designated administrator or administrative** supervisor.

**Section 5. Adjustment of Grievance:** ~~;- The school board and the educational support professional shall attempt to adjust all grievances which may arise during the course of employment of any educational support professional within the school district in the following manner:~~ **Any written grievance submitted will be with the consent of Education Minnesota – Buffalo ESP. An ESP unit member filing a written grievance without the consent of EM-B ESP will bear all costs of the grievance. Any decision on any grievance at any level without the presence of EM-B ESP will have no bearing on this Agreement, or on any future grievance so filed with the consent of EM-B ESP. The School Board, the ESP unit member, and EM-B ESP will attempt to adjust grievances which may arise during the course of employment of any ESP unit member within the School District in the following manner:**

**Subd. 1. Level 1:** If the grievance is not resolved through informal discussion, the **building principal, site administrator, or designated administrative supervisor** shall give a written decision on the grievance to the parties involved **within five days** after receipt of the written grievance.

**Subd. 2. Level II:** In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the superintendent of schools, provided such appeal is made in writing within **five days** after receipt of the decision in Level I. If a grievance is properly appealed to the superintendent, the superintendent or designee shall set a time to meet regarding the grievance within **ten days** after receipt of the appeal. Within **five days** after the meeting, the superintendent or designee shall issue a decision in writing to the parties involved.

**Subd. 3. Level III:** In the event the grievance is not resolved in Level II, the decision rendered may be appealed to **representatives of** the school board, provided such appeal is made in writing within **five days** after receipt of the decision in Level II. If a grievance is appealed to the school board, the school board shall set a time to hear the grievance within **ten days** after receipt of the appeal. Within **ten days** after the meeting, the school board shall issue its decision in writing to the parties involved.

**Section 6. Denial of Grievance:** Failure by the **building principal, site administrator, or designated administrative supervisor, superintendent,** school board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the educational support professional may appeal it to the next level.

**Section 7. Rights of Educational Support Professionals to Participate:** No reprisal of any kind shall be taken by either party or by any member of the administration against any party in interest, any Union Representative, any member of the Committee or any other participant in the grievance procedure by reason of such participation.

**Section 8. Arbitration Procedures:** In the event the educational support professional and the school board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

**Subd. 1. Request:** A request to submit a grievance to arbitration must be in writing signed by the aggrieved party and representative if desired, 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 the arbitrator. If no agreement on an arbitrator is reached, either party may request the Bureau of Mediation Services (B.M.S.) to appoint an arbitrator, pursuant to M.S. 179.70, Subd. 4, providing such request is made within **fifteen days** after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the B.M.S. 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 issue involved.~~
- ~~2. Statement of the facts.~~
- ~~3. Position of the grievant.~~
- ~~4. The written documents relating to Section 5 of —of 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. 45. Hearing:** The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceedings before the arbitrator shall be a hearing de novo.

**Subd. 56. 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, as provided in M.S. 179.70, Subd. 5.

**Subd. 67. 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 both parties, and any other expenses, which the parties mutually agree are necessary for the conduct of the arbitration.

**Subd. 78. Jurisdiction:** The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of the 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 operations.

## **ARTICLE XIV DURATION**

**Section 1. Term and Reopening Negotiations:** This Agreement shall remain in full force and effect for a period commencing on its date of execution, through June

30, 2040, 12 and thereafter until modifications are made pursuant to the P.E.L.R.A. ~~Section 4.~~ **Title:** 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. If either party desires to modify or amend this Agreement commencing at this 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 district 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, unless mutually agreed.

**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 provision thereof.

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

**Education MN – Buffalo Educational Support Professionals**

214 1st Avenue NE, Buffalo, MN  
Address

*Roberta McMurry*  
President

*Carol Theis*  
Secretary

*Charlene VanBergen*  
Chief Employee Negotiator/**Secretary**

\_\_\_\_\_  
**EdMN Field Staff**

~~Dated this 14<sup>th</sup> day of July, 2009~~  
**Dated this 22<sup>nd</sup> day of November 2010**

**Independent School District 877**

214 1st Avenue NE, Buffalo, MN  
Address

*Dave Wilson*  
Chairperson

*Melissa Brings*  
Clerk

*Moreen Martell*  
Chief Board Negotiator

~~Dated this 14<sup>th</sup> day of July, 2009~~  
**Dated this 22<sup>nd</sup> day of November 2010**

## Schedule A Salary Schedules

~~2008~~**10-2009**~~11~~

Step	1	2	3	4
	\$11.55	\$12.35	\$13.25	\$15.20
	<b>\$11.80</b>	<b>\$12.62</b>	<b>\$13.54</b>	<b>\$15.54</b>

**Longevity:**

10 years	\$ .20
15 years	\$ .40
20 years	\$ .55 (Not Accumulative)

**Longevity Increment:** Educational support professionals will receive a longevity increment commencing at the beginning of their respective year of continuous service to the District.

Increment movements will only take place on July 1 of each year. Those employed before January 1 of that year shall move on July 1, those employed after January 1 will move the following year.

**COTAs shall received \$.50 per hour in addition to their hourly step rate.**

~~2009~~**11-2010**~~12~~

Step	1	2	3	4
	\$11.55	\$12.35	\$13.25	\$15.20
	<b>\$12.04</b>	<b>\$12.88</b>	<b>\$13.82</b>	<b>\$15.86</b>

**Longevity:**

10 years	\$ .20
15 years	\$ .40
20 years	\$ .55 (Not Accumulative)

**COTAs shall received \$.50 per hour in addition to their hourly step rate.**

**Longevity Increment:** Educational support professionals will receive a longevity increment commencing at the beginning of their respective year of continuous service to the District. ~~Due to a budget freeze in 2009-10, all employees' respective years of continuous service to the District on July 1, 2009, will be frozen at their 2008-09 respective years of service on June 30, 2009. Thereafter, years of service for the purpose of longevity increments will increase in 1 year increments annually.~~

**Example #1:**

~~June 30, 2009~~ - Complete 9 years of continuous service to the District

~~July 1, 2009~~ - No longevity increase due to budget freeze - remain at 9 years of continuous service to the District.

~~June 30, 2010~~ - Complete 9 years of continuous service to the District

~~July 1, 2010~~ - Longevity increase for beginning 10 years of continuous service

**Example #2:**

~~June 30, 2009~~ - Complete 6 years of continuous service to the District

~~July 1, 2009~~ - Remain at 6 years of continuous service to the District due to budget freeze.

~~June 30, 2010~~ - Complete 6 years of continuous service to the District

~~July 1, 2010~~ - Begin 7 years of continuous service to the District.

Increment movements will only take place on July 1 of each year. Those employed before January 1 of that year shall move on July 1, those employed after January 1 will move the following year. ~~Due to a budget freeze in 2009-10, employees scheduled for a salary schedule increment move on July 1, 2009, will remain at their same step for 2009-10. (Example: 2008-09 Step 2 = \$12.35 to 2009-10 Step 2 = \$12.35)~~

## INSURANCE BENEFITS

	<b>200810-200911</b>	<b>200911-201012</b>
Income Protection	\$ .49	\$ .49
Health - Family Coverage	<del>\$8,555</del> <b>\$10,287</b>	<del>\$ 9,281*</del> <b>\$10,732*</b>
<i>*Or an amount not to exceed 52.31% <b>\$52.78%</b> of the premium, whichever is the lesser</i>		
Single Coverage	<del>\$5,842</del> <b>\$6,792</b>	<del>\$6,338**</del> <b>\$7,087**</b>
<i>**Not to exceed 100% of the premium</i>		
Life Insurance	\$ 108	\$ 108