



**DEFINING EXCELLENCE**

**AGREEMENT**

**INDEPENDENT SCHOOL DISTRICT NO. 273**

**EDINA, MINNESOTA**

**AND THE**

**MINNESOTA SCHOOL EMPLOYEES ASSOCIATION (MSEA)**

**JULY 1, 2024 THROUGH JUNE 30, 2026**

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## 1. INTRODUCTION

### 1.1 Master Agreement

This Agreement is entered into between Independent School District No. 273, Edina Public Schools ("Employer"), and the Minnesota School Employees Association ("exclusive representative" or "Association") on behalf of the Edina Paraprofessionals, in accordance with the Public Employment Labor Relations Act of 1971 as amended ("PELRA") to provide the terms and conditions of employment for paraprofessionals.

### 1.2 Recognition of Exclusive Representative

#### 1.2.1 Recognition

In accordance with PELRA, the Employer recognizes Minnesota School Employees Association as the exclusive representative for paraprofessionals employed by the Employer. The exclusive representative will have those rights and duties as prescribed by PELRA and as described in the provisions of this Agreement.

#### 1.2.2 Appropriate Unit

The exclusive representative will represent all employees contained in the appropriate unit as defined in Subsection 1.3.2 of this Agreement and PELRA and in certification by the Commissioner of Mediation Services, if any.

### 1.3 Definitions

The following definitions are applicable to terms used in this Agreement:

#### 1.3.1 Terms and Conditions of Employment

"Terms and conditions of employment" means the hours of employment, the compensation for employment including fringe benefits except retirement contributions or benefits other than Employer payment of, or contributions to, premiums for group insurance coverage of retired employees, deferred compensation or severance pay, and the Employer's personnel policies affecting the working conditions of the employees. "Terms and conditions of employment" is subject to the provisions of PELRA.

### 1.3.2 Description of Appropriate Unit

"Paraprofessionals" means all employees in the appropriate unit employed by the Employer in classifications excluding the following: (1) confidential employees; (2) supervisory employees; (3) essential employees; (4) part-time employees whose services do not exceed the lesser of fourteen (14) hours per week or thirty-five (35) percent of the normal work week in the employees' bargaining unit; and (5) employees who hold positions of a temporary or seasonal character for a period not in excess of sixty-seven (67) working days in any calendar year unless those positions have already been filled in the same calendar year and the cumulative number of days in the same position by all employees exceeds sixty-seven (67) calendar days in that year and emergency employees.

### 1.3.3 Employer

"Employer" means the School Board or its designated representative.

### 1.3.4 Other Terms

Terms not defined in this Agreement will have those meanings as defined by PELRA.

## 1.4 Employer Rights

### 1.4.1 Inherent Managerial Rights

The exclusive representative recognizes that the Employer is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, areas of discretion or policy as the functions and programs of the Employer; its overall budget; utilization of technology; the organizational structure; selection; direction; and number of employees.

### 1.4.2 Management Responsibilities

The exclusive representative recognizes the right and obligation of the Employer to efficiently manage and conduct its operation within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

#### 1.4.3 Effect of Laws, Rules, and Regulations

The exclusive representative recognizes that employees covered by this Agreement will perform the services prescribed by the Employer and will be governed by state and federal laws, Employer policies, rules, regulations, directives, and orders, issued by the Employer. The exclusive representative also recognizes the right, obligation, and duty of the Employer to promulgate policies, rules, regulations, directives, and orders from time to time as deemed necessary by the Employer insofar as these policies, rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement. Any provision of this Agreement found to be in violation of any state and federal law, will be null and void, severable, and without force and effect.

#### 1.4.4 Reservation of Managerial Rights

The above enumeration of rights and duties will not be deemed to exclude other inherent management rights and management functions not expressly reserved above, and all management rights and management functions not expressly delegated in this Agreement are reserved to the Employer.

### 1.5 Employee Rights

#### 1.5.1 Right to Express Views

Nothing in this Agreement limits, impairs, or affects the right of an employee or 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.

#### 1.5.2 Right to Join

In accordance with PELRA, an employee will have the right to form and join labor or employee organizations and will have the right not to form and join such organizations. An employee in an appropriate unit will 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 this unit with the Employer.

### 1.5.3 Withholding Dues for Membership

Pursuant to Minn. Stat. § 179A.06, the Employer will deduct from the regular payroll: Association dues for those employees in the bargaining unit who are members of the Association and who have requested in writing to have their regular Association dues paid by payroll deduction.

#### 1.5.3.1 Deduction of Association Dues

The Employer will commence payroll deductions within thirty (30) days from receipt of the notice of authorization from the Association.

#### 1.5.3.2 Remission of Withheld Funds

The aggregate of funds deducted and withheld from all employees in the bargaining unit shall be remitted by the Employer together with an itemized statement to the Minnesota School Employees Association no later than thirty (30) days following the end of each payroll period.

#### 1.5.3.3 Bargaining Unit Employee Information

The Employer shall report to the Association all employee information required by law and including additions, deletions, and status changes within the bargaining unit. The Employer will provide this information in the time period required by law.

### 1.5.4 Indemnification Clause

The Association will indemnify, defend, and hold the Employer harmless against any claims made against and any suits instituted against the Employer, its officers, or employees, by reason of the association dues under Subsection 1.5.3.

### 1.5.5 Employee's Personnel Files

An employee has the right to review the contents of their personnel file. An employee has the right to reproduce any of the contents of the file at their expense. The employee may submit any information in response to material in the file and the submitted information will become part of the personnel file.



### 1.5.6 Association Release Time

During each year covered under this Agreement, the Association will be allowed up to a total of thirty-six (36) hours to be used by an employee who is an officer or agent of the Association. The Association agrees to notify the Superintendent or their designee, no less than five (5) duty days in advance of the date of intended use for the requested leave.

## 2. DUTY DAYS, HOURS, AND OVERTIME

### 2.1 Hours of Day

An employee will be assigned times and shifts as determined by the Employer. If a permanent change is made, a two (2)-week prior written notice will be issued, except in cases of emergencies and temporary changes.

### 2.2 Emergency or Weather Closing

An employee will be paid as follows in the event that school is delayed in opening, cancelled, or closes early.

School Cancelled	An employee is not required to work when school is cancelled. The employee receives pay for regularly scheduled hours for that day. The employee may be required to work an alternative day if school is subsequently rescheduled and worked without any additional pay.
Delayed Opening	An employee will adjust hours to announced starting time (e.g., if school starts late, report one hour later than usual unless normal start time is the same or later than announced starting time). An employee receives pay for regularly scheduled hours for that day.
Early Closing	If an employee is sent home due to early closing, the employee receives pay for regularly scheduled hours for that day.

In the event schools operate during a building closure (e.g., operate virtually during a snow-related building closure), employees will be expected to be available to support virtual learning.

### 2.3 Overtime

All hours worked in excess of forty (40) hours per week will be paid at one and one-half (1.5) times the regular rate of pay. Overtime will not be worked unless approved by the employee's supervisor in advance.

### 2.4 Replacement Pay

#### 2.4.1 Eligibility

An employee who replaces another employee on a temporary basis for a period of up to five (5) consecutive working days will be compensated at the employee's own rate of pay.

#### 2.4.2 Compensation

An employee who is assigned on a temporary basis to a position with a higher classification for a period of more than five (5) consecutive working days will be compensated at the higher rate of pay for the length of the assignment. Step placement will be determined by the Human Resources Department.

### 2.5 Breaks

An employee who works at least four (4) hours, but less than seven (7) hours may take one fifteen (15) minute paid break per workday. An employee who works seven or more hours per day may take two (2) fifteen (15) minute paid breaks per day.

The scheduling of all breaks must be with the approval of the supervisor or principal. An employee should arrange the scheduling of breaks with their supervisor.

If schedule arrangements cannot be agreed upon by the employee and the supervisor, an employee should bring this issue to the attention of the building administrator immediately. If the situation is still unresolved, the employee should contact the Human Resources Department and/or the union representative. Section 2.5 will not be subject to the grievance or arbitration procedure.

### 2.6 Playground and Lunchroom Hours

Hours worked supervising the playground or lunchroom will be paid at the employee's current classification and step relative to their assignment covered by this Agreement.

These hours will be included for credit toward experience credit, insurance items found in Article 5 and sick leave if the employee is also performing services in a position covered by this Agreement.

**3. COMPENSATION**

**3.1 Wage Rates**

The following wage rate schedules, effective as of July 1, 2024, respectively, will be applicable to an employee covered by this Agreement:

<b>Step</b>	<b>Instructional Assistant</b>	<b>Educational Associate</b>	<b>Technology Assistant</b>
<b>2</b>	\$ 20.20	\$ 22.20	\$ 24.20
<b>3</b>	\$ 20.50	\$ 22.50	\$ 24.50
<b>4</b>	\$ 20.75	\$ 22.75	\$ 24.75
<b>5</b>	\$ 21.00	\$ 23.00	\$ 25.00
<b>7</b>	\$ 22.20	\$ 24.20	\$ 26.20
<b>8</b>	\$ 23.00	\$ 25.00	\$ 27.00
<b>10</b>	\$ 23.20	\$ 25.20	\$ 27.20
<b>12</b>	\$ 23.55	\$ 25.55	\$ 27.55
<b>18</b>	\$ 24.20	\$ 26.20	\$ 28.20

The following wage rate schedules, effective as of July 1, 2025, respectively, will be applicable to an employee covered by this Agreement:

<b>Step</b>	<b>Instructional Assistant</b>	<b>Educational Associate</b>	<b>Technology Assistant</b>
<b>2</b>	\$ 21.00	\$ 23.00	\$ 25.00
<b>3</b>	\$ 21.30	\$ 23.30	\$ 25.30
<b>4</b>	\$ 21.50	\$ 23.50	\$ 25.50
<b>5</b>	\$ 21.70	\$ 23.70	\$ 25.70
<b>6</b>	\$ 21.70	\$ 24.00	\$ 25.70
<b>7</b>	\$ 22.90	\$ 24.90	\$ 26.90
<b>8</b>	\$ 23.60	\$ 25.60	\$ 27.60
<b>10</b>	\$ 23.80	\$ 26.00	\$ 27.80
<b>12</b>	\$ 24.30	\$ 26.30	\$ 28.30
<b>18</b>	\$ 25.00	\$ 27.00	\$ 29.00

### 3.2 Placement on the Salary Schedule

Credit may be granted for appropriate outside experience at the time of initial hiring.

### 3.3 Experience Credit

Experience credit for purposes of salary increases will be determined as of July 1 each year. An employee hired prior to January 1 will be given credit for one (1) year of experience.

### 3.4 Summer Work

Article 3 is the only article that applies for bargaining unit members performing summer work.

### 3.5 Crossing Guard or Directing Traffic Stipend

An employee specifically assigned to work as a crossing guard or directing traffic will receive a stipend of \$3.20 per hour for the actual time performing those duties. This stipend is in addition to the wage rate under Subsection 3.1.

### 3.6 Holidays

An eligible employee will receive five (5) paid holidays, which will be observed on Christmas Eve, Christmas Day, New Year's Day, and the first Monday and Tuesday of Spring Break. An employee is eligible to receive holiday pay for Christmas Eve, Christmas Day, and New Year's Day if they are an active employee already scheduled to be paid as of December 31<sup>st</sup> of the given year. The Employer will pay the lump sum holiday payment for Christmas Eve, Christmas Day, and New Year's Day as a part of an employee's first paycheck in January. The lump sum holiday payment for the spring holidays will be paid in accordance with the Employer's payroll schedule for that pay period.

### 3.7 Tax-Deferred Matching Contribution Plan

An employee may contribute a portion of their base salary to the employee's retirement contribution plans, either tax-deferred or not tax-deferred, subject to the following subsections.

#### 3.7.1 Approved Plan

The employee's contribution plans must be district-approved and subject to applicable provisions of Minnesota Statutes and IRS Codes and any amendments thereto. A list of eligible plans is available on the district's website and in the business office.

### 3.7.2 Eligibility

An employee is eligible to participate in the tax-deferred 403(b) matching contribution plan if (1) the employee has completed two (2) years of services with the Employer and (2) the employee is assigned to work twenty (20) hours or more per week.

### 3.7.3 Matching Salary Deduction

The Employer contribution is not payable unless the employee authorizes a matching salary reduction up to the amount the employee is eligible to receive under Subsection 5.7.4.

### 3.7.4 Employer Contribution

The amount of the Employer contribution will be up to two and one-half (2.5) percent of the employee's hourly wage with a maximum Employer contribution of \$2,000 per year.

### 3.7.5 Employee and Employer Contribution

Contributions will be made to a district-approved company of the employee's choice, subject to the previous subsections. The employee is responsible for making all arrangements required with the vendor to ensure that proper payment can be made by the Employer.

## **4. LEAVES OF ABSENCE**

### 4.1 Family, Medical, and Parental Leave

An eligible employee may be entitled up to twelve (12) weeks of unpaid leave per twelve (12) month period consistent with law and the terms of the Employer's leave policy and procedure, as it may be amended from time to time at the sole discretion of the Employer.

Leaves taken under other sections of this Article that also qualify as leave under the Family Medical Leave Act are coordinated and taken simultaneously.

### 4.2 Basic Leave Allowance

An employee receives a basic leave allowance of one (1) day for each month worked up to a maximum of nine (9) days for each school year. The basic leave allowance may be used for sick leave, family illness, or bereavement leave, and personal leave under the terms and

conditions set forth in Section 4.6. This leave is deducted from the employee's basic accumulated leave allowance. Basic leave not used during any school year accumulates without limit.

#### 4.3 Sick Leave

One (1) day of basic leave allowance may be used by an employee for each day of absence due to illness or injury.

An employee who has been absent may be required to present a statement from a physician verifying an illness and certifying that the employee has recovered sufficiently to return to normal duties. An employee absent more than five (5) consecutive working days must present this certification. If the Employer requires a certification for an absence of less than six (6) days, the Employer will designate the physician and is responsible for paying the cost of the physician's examination. For certification of absences greater than five (5) consecutive working days, an employee will be responsible for paying the cost of the physician's examination unless the Employer requires examination by a specified physician, in which instance the Employer will be responsible for paying the cost of the examination.

#### 4.4 Family Illness or Bereavement Leave

An employee may use basic leave allowance provided by the Employer for absences due to an illness or injury to the employee's dependent child for reasonable periods as the employee's attendance with the dependent child may be necessary, on the same terms the employee is able to use accumulated basic leave allowance for the employee's own illness or injury. A "dependent child" means an individual under eighteen (18) years of age or an individual under age twenty-one (21) who is still attending secondary school. Leave allowance may be used in accordance with state and federal law for the illness of an adult child, spouse, sibling, parent, grandparents, or stepparent.

For necessary absence because of illness or death or illness in the employee's family, the employee may use accumulated basic leave at no salary deduction. Additionally, for necessary absence because of illness or death of any non-relative living in the employee's household, the employee may use accumulated basic leave at no salary deduction. For necessary absence because of the death of friends, the employee may use accumulated basic leave at no salary deduction. An employee may without deduction from pay or leave, also attend local funerals when the absence involves approximately two (2) hours and when coverage can be arranged from other employees.

#### 4.5 Personal Leave

Up to four (4) days leave allowance during any one regular school year may be used by an employee for personal leave. The specific reason for the requested leave does not have to be given.

Requests for personal leave must be submitted in writing to the employee's immediate supervisor at least three (3) duty days in advance except in cases of extreme emergency.

An employee making a timely request for use of personal leave may use this leave unless the employee is notified that their request is denied. Adequate staffing for buildings and departments must be ensured as determined by the supervisor.

The employee must ensure they have personal leave available. An employee is encouraged to check availability of personal leave by referring to the online employee system.

#### 4.6 Emergency Sick Leave Bank (ESLB)

The Employer and Association have developed an emergency sick leave bank (ESLB) for qualifying employees who have exhausted all paid leave options including basic leave, workers' compensation (if applicable), and any other state and/or federal paid leave programs. Employees may apply for days from the ESLB when they are experiencing or will experience a medical emergency, or their immediate family member is experiencing or will experience a medical emergency. A "medical emergency" is defined as a medical condition of the employee (or their immediate family member) that will require the prolonged absence of the employee from duty and will result in a substantial loss of income to the employee because the employee has or will have exhausted all forms of paid leave.

An eligible employee must use all forms of paid leave before accessing donated leave from the ESLB. There is a mandatory ten (10) day waiting period before an eligible employee can access donated leave.

Examples:

- Eligible employee has fifteen (15) days of paid leave. They can access donated leave starting from the sixteenth (16<sup>th</sup>) day of their absence.
- Eligible employee has five (5) days of paid leave. They will use their five (5) days of paid leave for the first five (5) days of their absence. They will be on unpaid leave from days

six (6) through ten (10). They can access donated leave starting from the eleventh (11<sup>th</sup>) day of their absence.

The medical condition must be recognized by the mainstream medical community to be deemed an eligible medical condition for the ESLB program. The ESLB will be filled by donations made by other unit employees to support colleagues experiencing such circumstances.

Employees will be notified of the open enrollment for participation in the ESLB at the beginning of employment. Employees who wish to participate in the ESLB are required to donate one (1) basic leave day within thirty (30) days of their start date with the Employer. Employees who choose not to participate in the ESLB at the time of hire can only join during the month of September for the upcoming school year. To do so, they must donate one (1) basic leave day on or before September 30 of that year.

All donations are confidential and nonrefundable. Once a day is donated, an employee cannot retract or reclaim the donated basic leave for any reason.

If at any point the ESLB is not self-sustaining, the Employer and Association may request additional donations. Employees that did not donate at the beginning of their employment may choose to participate at that time by donating one (1) basic leave day within the open enrollment period. Open enrollment may be allowed at other times with the mutual agreement of the Employer and Association.

Recipient Eligibility. Membership will be open to all regularly contracted unit employees. An employee who has exhausted all forms of paid leave may apply for leave from the ESLB for a medical emergency, as defined above, by submitting a written application and a medical certification from the employee or immediate family member's treating physician to the Human Resources Department. Employees may not begin to use sick leave from the ESLB until the Employer has approved the written application. No application will be approved if the ESLB does not contain donated days of leave. The Employer will inform the Association when an application for sick leave from the ESLB has been approved.

No employee may withdraw more than sixty-five (65) consecutive days from the ESLB. After sixty-five (65) days, an employee must be approved for long-term disability or return to work. No employee may withdraw more than one hundred ten (110) days during their career with the Employer unless the Employer and the Association agree to a greater number of days for a life-threatening medical emergency. No



employee may withdraw days from the ESLB for use on non-contract days.

Employees will immediately become ineligible for the ESLB if they become eligible to receive long-term disability benefits, workers' compensation, state and/or federal paid leave benefits, or other pay or other benefits in place of any part of their salary.

#### 4.7 Religious Observance Leave

Up to three (3) days leave will be granted to an employee for required religious observance. These days must be recognized religious holidays and will not be permitted for circumstances where personal alternative attendance options exist. Notification must be submitted in writing to the Human Resources Department at least two (2) weeks prior to the requested absence.

#### 4.8 Childcare Leave

An employee is eligible for a leave of absence without pay for a period of up to twelve (12) months for childcare.

The employee must submit an application for childcare leave at least sixty (60) calendar days before the requested leave is to begin. The sixty (60) day requirement may be waived when an emergency makes this notice impossible. The childcare leave will commence at a date agreed upon between the Employer and the employee.

Failure to return to work upon expiration of a leave of absence will result in termination of employment. Upon return to work, the employee will be reinstated to the employee's original job or to a paraprofessional position with no reduction of hourly pay and will retain all seniority and leave benefits accrued prior to taking the leave of absence.

#### 4.9 Incentive Leave

One (1) unrestricted incentive leave day with pay will be granted to any employee who completed the full prior school year without using any leave allowance for personal sick leave, family illness or bereavement leave, or personal leave, as provided for in Sections 4.2 through Section 4.6 of this Agreement. This incentive leave day may be used upon three (3) days written notice to the employee's supervisor. This day may not be accumulated from one year to the next year.

#### 4.10 Judicial Leave

##### 4.10.1 Court Appearances

An employee who is duly subpoenaed as a witness in any case in court will be entitled to leave with pay for that purpose provided that the employee is not a party in the case, and provided that the case is not the result of litigation undertaken by the employee or the Association against the Employer. In cases where the Employer is a party in the litigation, the employee will be entitled to pay while attending as a witness at the Employer's request or as a co-defendant in the case.

#### 4.10.2 Required Jury Duty

An employee who is required to serve as a juror will be granted leave with pay while serving on jury duty contingent upon the employee paying to the Employer any fees received, minus travel allowance, for the jury service.

#### 4.11 Superintendent's Discretionary Leave

Other types of leaves are subject to the discretion of the Superintendent.

### 5. INSURANCE BENEFITS

#### 5.1 Group Insurance

The Employer will provide an eligible employee the opportunity to enroll in the program of group insurance benefits described in this Article. An eligible employee for purposes of this Article, unless specified otherwise, is an employee with a school year assignment of thirty (30) hours or more per week, as determined by the Human Resources Department.

#### 5.2 Hospitalization-Medical Insurance

An eligible employee may enroll for either single, single plus one, or family coverage in the Employer's hospitalization-medical insurance program.

The maximum monthly Employer contribution toward the premium for the type of coverage in which an eligible employee is enrolled follows:

Type of Coverage	Effective 1-1-24	Effective 1-1-25
Single	\$695.00	\$725.00
Single + One	\$795.06	\$795.06
Family	\$1,031.39	\$1,031.39

An eligible employee enrolled in the program will contribute, through payroll deduction, any excess of the monthly premium over the maximum Employer contribution toward the type of coverage in which the employee is enrolled.

An eligible employee receiving wage replacement benefits from the Employer's workers' compensation carrier, or the long-term disability carrier will remain eligible for the Employer's contribution for health and hospitalization-medical insurance.

### 5.3 Dental Insurance

The Employer will provide a dental insurance program for eligible employees. Participation in this program is voluntary. The Employer will contribute up to the following amounts toward the monthly premium for each paraprofessional enrolled in the coverages available.

<b>Type of Coverage</b>	<b>Effective 7-1-22</b>
<b>Single</b>	\$25
<b>Single + One</b>	\$25
<b>Family</b>	\$25

An eligible employee enrolled in the program will contribute through payroll deduction, any excess of monthly premium over the Employer contribution toward the type of coverage for which the paraprofessional is enrolled.

### 5.4 Life Insurance

An eligible employee may participate in the Employer's group term life insurance program and will be provided \$20,000 of term life insurance. The Employer pays the entire premium for such coverage.

### 5.5 Accidental Death and Dismemberment Coverage

An eligible employee is eligible for accidental death and dismemberment insurance coverage in an amount equal to \$10,000. The Employer pays the entire premium for this coverage.

### 5.6 Income Protection

Eligible employees will be included in the Employer's income protection insurance program, with the Employer paying the entire premium for such coverage.

## 5.7 Flexible Benefits Plan

An employee is eligible to participate in the Flexible Benefits Plan established by the Employer provided, however, that the employee meets all other requirements for eligibility set forth in the Plan.

## 5.8 Retiree Insurance

An eligible employee who retires and meets the eligibility requirements of Minn. Stat. § 471.61, Subd. 2b will be eligible to continue indefinitely, at the employee's expense, participation in the Employer's group health and dental plan.

The Employer may offer a Medicare supplement health insurance plan for a retiree who is eligible for Medicare benefits. If a Medicare supplement plan is offered by the Employer, a Medicare eligible retiree will receive health insurance coverage only under the Medicare supplement plan. A retiree who becomes eligible for an employer-paid group medical plan elsewhere is ineligible to continue in the Employer's plan.

# 6. **JOB POSTINGS**

## 6.1 Notice of Job Postings

The Employer will post on the District's website for seven (7) calendar days all non-temporary job openings not filled by reassignment. An employee wishing to be considered for posted vacancies must submit written requests to the Human Resources Department within the posting period. No requests will be carried from one posting to another. All decisions regarding reassignment, transfer, or promotion will be determined by the Employer.

# 7. **DISCIPLINE, DISCHARGE, AND PROBATIONARY PERIOD**

## 7.1 Probationary Period

An employee under the provisions of this Agreement will serve a probationary period of twelve (12) calendar months of continuous employment in the District (and within this unit) during which time the Employer has the unqualified right to suspend without pay, discharge, or otherwise discipline this employee; and during this probationary period, the employee has no recourse to the grievance

procedure, insofar as suspension, discharge or other discipline is concerned. However, a probationary employee has the right to bring a grievance on any other provisions of this Agreement alleged to have been violated.

## 7.2 Probationary Period; Change of Classification

In addition to the initial probationary period, an employee transferred or promoted to a different classification will serve a new probationary period of three (3) calendar months in any such new classification. During this three (3) month probationary period, the Employer or the employee may determine that the employee's performance in the new classification is unsatisfactory, the Employer has the right to reassign the employee to the next available position in the employee's former classification for which the employee is qualified, or the employee may request to be placed in the first available vacant position in the employee's former classification for which the employee is qualified.

## 7.3 Completion of Probationary Period

An employee who has completed the probationary period may be suspended without pay or discharged only for cause. An employee who has completed the probationary period and is suspended without pay or discharged has access to the grievance procedure.

## 7.4 Seniority Date

An employee will acquire seniority upon completion of the probationary period as defined in this Agreement and, upon acquiring seniority, the seniority date will relate back to the first date of continuous service in a position governed by this Agreement. If more than one (1) employee commences work on the same date, the seniority ranking for such employees will be determined by the date and time such employee-initiated employment paperwork in the Human Resources Department.

# **8. LAYOFF AND RECALL**

## 8.1 Recognition

The parties recognize the principle of seniority in the application of Article 8, subject to the restrictions and limitations stated below.

## 8.2 Definitions

### 8.2.1 Full-Time Employee

A "full-time employee" for purposes of Article 8 only is defined as a person who works thirty (30) or more hours per week.

#### 8.2.2 Part-Time Employee

A "part-time employee" for purposes of Article 8 only is defined as a person who works less than thirty (30) hours per week.

### 8.3 Seniority Date

An employee within the appropriate unit acquires seniority upon completion of the probationary period as defined in this Agreement. Upon acquiring seniority, the seniority date relates back to the date of the original employment of continuous service within the appropriate unit and accumulative only within this appropriate unit.

### 8.4 Displacement Rights

#### 8.4.1 Position Elimination or Reduction

An employee whose position is being eliminated or reduced from full-time to part-time will be sent written notice of the position elimination or reduction from full-time to part-time no less than fifteen (15) calendar days before the last working day in the full-time position. As an exception, notice of less than fifteen (15) days may be given with respect to special education positions. Copies of this notice must immediately be sent to the Human Resources Department and to union representative designated by the Association.

The affected employee may elect to displace, in accordance with Subsection 8.4.2, the employee with the least continuous service within the same or lower wage group, except as provided in Section 8.9. Each subsequently displaced employee may elect to displace the employee with the least continuous service within the same or lower wage group in like manner except that the fifteen (15) day advance notice requirement stated above does not apply when an employee is displaced pursuant to the provisions of this Section. In each of the above instances, the employee may displace another employee only if they have the necessary skills and qualifications required for that position as determined by the Employer.

#### 8.4.2 Full-Time and Part-Time Delineation

If a position is eliminated or reduced from full-time to part-time, that employee may displace the least senior person in the following groups in the order listed, except that a part-time employee may not displace a full-time employee. For purposes of

this procedure, an employee serving in more than one (1) wage group will be considered as a member of the wage group in which the employee's regular assignment produces the greatest weekly earnings.

Educational Associates	Full-Time
Instructional Assistants	Full-Time
Educational Associates	Part-Time
Instructional Assistants	Part-Time

#### 8.4.3 Written Request to Displace

A written request to displace must be delivered to the Human Resources Department within five (5) calendar days of the employee's receipt of notice of layoff.

#### 8.5 Reduction in Assignment

In the event that a full-time employee's position is reduced, but as a result of that reduction continues to qualify as a full-time employee as defined in Subsection 8.2.1, this employee is not entitled to displace any other employee regardless of seniority.

In the event that a full-time employee's position is reduced to part-time as defined in Subsection 8.2.2, this employee may accept this reduced position or, except as provided in Section 8.9, may elect to displace the least senior employee in this appropriate unit in accordance with the provisions of Section 8.4.

#### 8.6 Changes in Assignment

In the event that an employee's position is eliminated, and another position is available within the employee's current wage group for which the employee has the necessary skills and qualifications as determined by the Employer, the Employer may transfer the employee to that assignment. An employee in this situation is not entitled to displace any other employee regardless of seniority.

#### 8.7 Layoff Application

An employee on layoff retains the employee's seniority and right to recall within an equal or lower wage group in seniority order for a period of one (1) calendar year after the date of layoff, subject to the provisions of Section 8.8.

#### 8.8 Recall

An employee will be recalled in order of seniority for a position within the same wage group held prior to layoff or a lower wage group

for which the employee is qualified. If a position becomes available for a qualified employee who is on layoff, the Employer will mail by certified mail the notice to the employee who has seven (7) calendar days from the date of mailing of this notice to accept reemployment. If the employee's written acceptance of the available position is not received by the Human Resources Department within seven (7) calendar days, it will constitute a waiver on the part of the employee to the position then available and the employee will forfeit any future reinstatement of employment rights. An employee on layoff may only reject reemployment without forfeiting any future reinstatement of employment rights if they were a full-time employee and are offered a part-time position.

#### 8.9 One-to-One Paraprofessionals

Notwithstanding any provision of this Agreement to the contrary, an employee who is assigned to a one-to-one paraprofessional position for a child receiving District special education services may not be displaced by a senior employee under the above layoff and displacement procedures.

### **9. GRIEVANCE PROCEDURE**

#### 9.1 Definitions

A "grievance" is defined as a dispute or disagreement as to the interpretation or application of any term or terms of this contract.

A "calendar day" is defined as each day of the week, Sunday through Saturday. During the school year if the fourteenth day of the timeline is on a non-duty day, the timeline will be extended to the first duty day following the fourteenth day.

#### 9.2 Procedure

##### 9.2.1 Step I

Whenever an aggrieved employee or small group of aggrieved employees have a grievance, they will meet on an informal basis with the employee's or employees' building principal or supervisor in an attempt to resolve the matter within fourteen (14) calendar days after becoming aware of the incident giving rise to the grievance. If the parties are unable to resolve the dispute, the grievance will be reduced to writing by the exclusive representative and submitted to the Human Resources Department within fourteen (14) calendar days following the Step I meeting.



If the grievance involves a matter, which substantially affects a large number of employees, the grievance will be reduced to writing by the exclusive representative and submitted to the Human Resources Department within fourteen (14) calendar days after becoming aware of the grievance.

#### 9.2.2 Step II

The Director of Human Resources will meet with the exclusive representative within fourteen (14) calendar days after receipt of the written grievance and attempt to mutually resolve the dispute. The parties will be required to meet and negotiate in good faith at reasonable times in an attempt to resolve the grievance. The terms of the resolution will be written on the grievance and signed by both parties.

If no agreement is reached, the Director of Human Resources will respond in writing to the exclusive representative within fourteen (14) calendar days. The exclusive representative must submit the unresolved grievance to the Superintendent within fourteen (14) calendar days after receipt of the Director of Human Resources' answer in writing.

#### 9.2.3 Step III

The Superintendent or designee will meet with the designated official of the exclusive representative within fourteen (14) calendar days after receipt of the grievance to attempt to resolve the dispute. Upon resolution both parties will sign a memorandum setting out the disposition of the grievance. If the parties are unable to reach agreement within fourteen (14) calendar days after the Step III meeting, either party may then request, within another fourteen (14) calendar days, by written notice to the other party that the grievance be submitted to final and binding arbitration.

#### 9.2.4 Step IV

The Employer and the exclusive representative will endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the Employer and the exclusive representative are unable to agree on an arbitrator, they will request from the Director of the Bureau of Mediation Services, State of Minnesota, a list of five (5) names of arbitrators. The parties will alternately strike names from the list of five (5) arbitrators until only one name remains. The remaining

arbitrator will hear and decide the grievance. If the parties are unable to agree on who will strike the first name, the question will be decided by a flip of the coin. Each party will be responsible for equally compensating the arbitrator for any fees and necessary expenses. The arbitrator does not have the power to add, subtract, or modify in any way the terms of the existing contract.

The decision of the arbitrator is final and binding upon the parties. The decision will be issued to the parties by the arbitrator and a copy will be filed with the Bureau of Mediation Services, State of Minnesota.

The processing of all grievances will be during the regularly scheduled working hours and an employee will not lose wages due to necessary participation.

The parties by mutual written agreement may waive any step and extend any time limits in the grievance procedure. However, failure, by the employee or the Association, to adhere to the time limits without mutual agreement to waive such limits, will result in a forfeit of the grievance. Failure of the Employer to act within the time limitations specified, without mutual agreement to waive such limits, will constitute a denial of the grievance and permit the grievant to proceed to the next step.

### 9.3 Selection of Remedies

A grievance may only be advanced to step IV (final and binding arbitration) provided that the employee has not elected to pursue a veteran's discharge hearing and the timeline for such hearing has been exhausted, if applicable.

## **10. PUBLIC OBLIGATION**

The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the District to the continuous and uninterrupted operation of the school is of paramount importance.

The exclusive representative agrees, therefore, that during the term of this Agreement, neither the exclusive representative nor any employee will engage in any strike. The term "strike" means concerted action in failing to report for duty, the willful absence from one's position, sympathy strike, the stoppage of work, slowdown,

or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purposes of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment. The parties agree that Article 10 is not subject to the grievance or arbitration procedure but is enforceable in the Courts.

## **11. DURATION**

### 11.1 Term and Reopening Negotiations

This Agreement will remain in full force and effect for a period commencing on its date of execution, through June 30, 2026, and thereafter as provided by the PELRA. If either party desires to modify or amend this Agreement commencing at its expiration, it will give written notice of such intent pursuant to PELRA. Unless otherwise mutually agreed, the parties will not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

### 11.2 Effect

This Agreement constitutes the full and complete Agreement between the Employer 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, District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement will be construed to obligate the Employer to continue or discontinue existing or past practices, or prohibit the Employer from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

### 11.3 Finality

Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, will not be open for negotiation during the term of this Agreement.

### 11.4 Severability

The provisions of this Agreement are severable.

**12. DOCUMENT AUTHORIZATION**

IN WITNESS WHEREOF, the parties have signed this Agreement this 9<sup>th</sup> day of September, 2024.

**FOR MINNESOTA SCHOOL EMPLOYEES  
ASSOCIATION:**

**FOR INDEPENDENT SCHOOL DIST.  
NO. 273:**

\_\_\_\_\_  
Union Steward

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
MSEA Field Representative

\_\_\_\_\_  
Board Clerk

## **APPENDIX A**

### POSITION CLASSIFICATIONS

#### **Instructional Assistant**

Classroom  
Playground Duty\*

#### **Educational Associate**

English as a Second Language  
Math (secondary)  
Music (choral, instrumental & accompanist)  
Options  
Physically Impaired  
Science (secondary)  
Science/Math (elementary)  
Security Monitor  
Sign Language Interpreter  
Sign Language Facilitator  
Special Education  
World Language

#### **Technology Assistant**

\*Persons who are employed only as playground/lunchroom supervisors are not paraprofessionals.