

TENTATIVE AGREEMENT DRAFT, November 18, 2014

AGREEMENT BETWEEN

INDEPENDENT SCHOOL DISTRICT NO. 831

Forest Lake, Minnesota 55025

and

FOREST LAKE ASSOCIATION OF EDUCATIONAL PARAPROFESSIONALS

Representing

Instructional Paraprofessionals  
of the School District

~~Effective July 1, 2012 – June 30, 2014~~

Effective July 1, 2014 – June 30, 2016

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## AGREEMENT

### ARTICLE I PURPOSE

Section 1. Parties: THIS AGREEMENT is entered into between the School Board of Independent School District No. 831, Forest Lake, Minnesota, (hereinafter referred to as the School Board or School District), and the Forest Lake Association of Educational Paraprofessionals, (hereinafter referred to as the exclusive representative or association) pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as the PELRA) to provide the terms and conditions of employment for health office assistants, and instructional paraprofessionals during the duration of this Agreement.

### ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the PELRA, the School District recognizes the Forest Lake Association of Educational Paraprofessionals, as the exclusive representative for health office assistants and instructional paraprofessionals employed by the School Board, which exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all such employees of the School District contained in the appropriate unit as defined in Article III, Section 2 of this Agreement and the PELRA and in certification by the Director of Mediation Services, Case No. 07PAM0425.

### ARTICLE III DEFINITIONS

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

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the appropriate unit shall mean Special Education Instructional Paraprofessionals, Instructional Title I Paraprofessional/Noon Duty Supervisors, Special Education Instructional Technical Tutors, Special Education Health Care Specialists, Health Office Assistants and all other titles named in Appendix C of this Agreement employed by the School District, excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed fourteen (14) hours per week or thirty-five percent (35%) of the work week in the employee bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year and emergency employees.

Section 3. School Board or School District: Any reference in this Agreement to the School Board or School District shall mean the School Board or its officials designated by the School Board to act in its behalf.

Section 4. PELRA: PELRA shall mean the Public Employment Labor Relations Act of 1971, as amended.

Section 5. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

#### ARTICLE IV SCHOOL BOARD RIGHTS

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

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

Section 3. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services prescribed by the School District 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, insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. All provisions of this Agreement are subject to the laws of the State of Minnesota, federal laws, rules and regulations of the State Department of Education, and valid rules, regulations and orders of state and federal governmental agencies. Any provision of this Agreement found to be in violation of the state or federal laws shall be null and void and without force and effect.

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

## ARTICLE V EMPLOYEE RIGHTS

Section 1. Rights to Views: Pursuant to the PELRA, as amended, nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to contract administration and 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 association.

Section 2. Right to Join: All qualified employees shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for purposes of negotiating grievance procedures and the terms and conditions of employment for such employees with the School District of such unit.

### Section 3. Personnel Files:

Subd. 1. Personnel files relating to each individual employee shall be available to each individual employee during regular school business hours upon his/her written request. The employee shall have the right to reproduce any of the contents of the files at the employee's expense and to submit for inclusion in the file written information in response to any material contained therein.

Subd. 2. An employee shall receive a copy of any deficiency notice placed in his/her personnel file.

Subd. 3. The School District may destroy the files as provided by law and shall expunge from the employee's file any material found to be inaccurate or incomplete through the grievance procedure.

Section 4. Request for Dues Check Off: Employees shall have the right to request and be allowed dues check off provided that dues check off and the proceeds thereof shall not be allowed any employee organization that has lost its right to dues check off pursuant to the PELRA, as amended. Upon receipt of a properly executed authorization card of the employees involved, the School District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization during the period provided in said authorization. Payroll deductions shall begin with the first paycheck in October and conclude with the first paycheck in June and shall be transmitted to the employee organization within fifteen (15) days following said pay period, together with a list of names of the employees from whom deductions were made.

Section 5. Fair Share Fee:

Subd. 1. Pursuant to the PELRA, as amended, employees who are not members of the association may be required by said association to contribute a fair share fee for services rendered by the association, and the School District, upon notification by, shall, pursuant to the PELRA, as amended, be obligated to check off said fee from the earnings of the employee and transmit the same to the association within fifteen (15) days. The fair share fee for any employee shall be in an amount equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to the members of the exclusive representative, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues.

Subd. 2. The exclusive representative shall provide written notice of the amount of the fair share fee assessment to the Director of Administration and Human Resources, the School District, and to each employee to be assessed the fair share fee.

Subd. 3. A challenge by an employee or by a person aggrieved by the assessment shall be filed in writing with the Bureau of Mediation Services, with a copy served upon the Director of Administration and Human Resources, the School District, and the exclusive representative within thirty (30) days after receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefor, but the burden of proof relating to the amount of the fair share fee shall be on the exclusive representative. In the event a challenge is filed, the deductions of a fair share fee shall be held in escrow by the School District pending a decision by the BMS or other appropriate authority. Any fair share challenge shall not be subject to the grievance procedure.

Subd. 4. The association hereby warrants and covenants that it will defend, indemnify and save the School District harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the association as provided herein. In the event that the PELRA, as amended, is declared to be unconstitutional by the courts, or the provision is repealed by the legislature, this section shall be null and void.

Section 6. Communications: The School District shall provide reasonable bulletin board space in each building for use by the association in areas not normally accessible to students. The association may use the School District mail service for communication in quantities which do not interfere with regular School District mail services.

Section 7. Information: The parties agree that the association shall have access, upon reasonable notice, to appropriate and available information necessary for the association to exercise its responsibilities as exclusive representative.

Section 8. School Buildings and Facilities: The association shall have the right, upon request, to reasonable use of school buildings and facilities subject to the right of the School District to assess reasonable charges for additional custodian expenses or other additional operational expenses beyond normal maintenance costs resulting from such use, provided further, that said use shall not interfere with normal school activities or functions.

## ARTICLE VI DUTY YEAR AND DUTY WEEK

### Section 1. Work Year:

Subd. 1. The work year shall be as prescribed by the School District. If the School District extends the work year for less than twelve (12) month employees, such employee shall be paid their basic rate of pay for the extended time.

Subd. 2. Notice of Assignment: Employees will receive notice of their duty year and days assignment as soon as possible after the School District determines the assignment. Changes to an employee's work assignment will be provided to the employee as soon as reasonably possible.

Section 2. Work Week. The work week shall be as determined by the School District. The School District reserves the right to employ such part-time personnel as deemed necessary and desirable.



Section 3. Modification of Duty Year, Duty Week, Duty Day: In the event of energy shortage, severe weather, or other exigency, the School District reserves the right to modify the duty day or duty year. If school is closed on a normal duty day(s), the employee shall perform duties on such other day(s) in lieu thereof as the School District or its designated representative shall determine, if any. If school is cancelled due to weather closing or other exigency and no alternate day is established on which the employee will perform duties, the employee may arrange with her/his supervisor to make up assigned work time lost, according to the following terms: the employee's supervisor must agree with the timing and nature of duties to be performed, and the make-up time may not cause the employee to become eligible for overtime pay during that week.

Section 4. School Closing: If school is closed less than one (1) hour before the commencement of the regular workday, the employee shall receive a minimum of one (1) hour pay, provided the employee reports at their regularly scheduled starting time.

- a. Employees shall be permitted to work on days when school is canceled (generally because of inclement weather) for the entire School District.
- b. Employees shall be permitted to work up to their approved number of hours per day until the school building closes for regular business on those days when school is canceled for the entire School District.
- c. When an individual school building is closed and other buildings remain open in the School District, employees will either be temporarily reassigned to a different location, or representatives of the District will meet with representatives of the Association to create a plan to enable the members of the unit to make up said lost time if they so choose.

Section 5. Starting Time: Starting times shall be determined by the School District.

Section 6. Breaks: An employee who is scheduled to work at least six (6) hours in a day shall have an unpaid duty free lunch break of not less than thirty (30) minutes. The employee and her/his supervisor may mutually agree that such a lunch break will not be a part of the normal schedule. Each employee will normally have a fifteen (15) minute paid break in each four (4) hour period of work.

## ARTICLE VII COMPENSATION

Section 1. Salary Schedules: The wages and salaries reflected in Appendix A shall be effective as provided during the duration of this Agreement.

Section 2. Classifications: Classifications for compensation purposes shall be as provided in Appendix C hereof.

Section 3. Step Increase:

Subd. 1. In the event a successor agreement is not entered into prior to July 1, 2014 ~~2016~~, an employee shall remain at the same step as compensated during the ~~2013-2014~~ 2015-2016 contract year until a successor agreement is reached. A new employee shall be placed on the schedule pursuant to Section 6 hereof. Eligible employees shall advance one step pursuant to this agreement effective July 1, ~~2012~~ 2014. ~~Employees shall not advance a step for the 2013-2014 school year.~~ Eligible employees shall advance one step pursuant to this agreement effective July 1, 2015. A new employee shall be eligible for step advancement for any year for which step advancements are effective according to the terms of this Agreement if the employee begins work prior to January 1. An employee who commences work on or after January 1 shall be eligible for any increase in the current step but shall not be eligible for step advancement until July 1 of the following year provided steps are effective according to the terms of this Agreement.

Subd. 2. The School Board reserves the right to withhold a step increase in individual cases for just cause. Such increase shall not be withheld unless the employee is notified of the deficiency in writing and given a reasonable opportunity to correct such deficiency.

Section 4. Overtime Pay:

Subd. 1. Overtime required and authorized by the Director of Administration and Human Resources shall be paid at the rate of time and one-half (1-1/2) for all hours over forty (40) hours of work time in the week. Time and one-half (1-1/2) will be paid for hours worked on holidays, plus the employee's holiday pay.

Section 5. Pay Days: Pay days for all employees shall be every other Friday.

Section 6. Placement on Schedule:

Subd. 1. Level I, II, III, and IV: A new employee on Level I, II, III, and IV shall be placed on the starting rate of the appropriate salary schedule. A transferring employee on Level I, II, III, and IV, shall be placed on the same step in the new level as occupied on the prior level. However, the School District reserves the right in special circumstances, in its sole discretion, to allow placement at a higher step based upon background and experience of the employee either in the case of a new employee or a transferring employee.

Section 7. Differential Adjustment - Temporary Reassignments: In the event an employee is temporarily reassigned by the School District to perform duties of a higher level, and the assignment involves more than ten (10) consecutive working days, the School District may, in its discretion, adjust the employee's compensation in an amount as determined appropriate. To initiate such an action, the employee may submit a written request for compensation adjustment to the Director of Administration and Human Resources after ten (10) consecutive working days of reassignment. The Director shall determine whether additional compensation is warranted and the amount of such additional compensation, if any. The decision of the Director of Administration and Human Resources shall not be subject to the grievance procedure.

## ARTICLE VIII GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School District.

### Section 2. Medical-Hospitalization Insurance - Health Maintenance Organization Plans:

Subd. 1. Single Coverage: The School District shall contribute a sum not to exceed the following per month for all employees employed by the School District at least thirty-five (35) hours per week and a minimum of 170 days per year toward the cost of the premium for single medical-hospitalization insurance for each employee who qualifies for and is enrolled in the group medical-hospitalization plan. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.

~~Effective July 1, 2012: \$ 600.00~~

~~Effective July 1, 2013: \$ 670.00~~

Effective July 1, 2014: \$ 670.00

Effective July 1, 2015: \$ 670.00

Subd. 2. Dependent Coverage for Less Than 12 Month Employees: The School District shall contribute a sum not to exceed the following per month for all employees employed by the District at least thirty-five (35) hours per week and a minimum of 170 days per year toward the cost of the premium for dependent medical-hospitalization insurance for each employee who qualifies for and is enrolled in the District's dependent medical-hospitalization plan. The cost of the premium in excess of that contributed by the District shall be borne by the employee and paid through payroll deduction.

~~Effective July 1, 2012: \$ 640.00~~

~~Effective July 1, 2013: \$ 720.00~~

Effective July 1, 2014: \$ 720.00

Effective July 1, 2015: \$ 720.00

Section 3. Long-Term Disability Insurance: The School District shall provide each eligible employee employed at least 15 hours per week and a minimum of 170 days per year with a long-term disability insurance coverage plan. The plan shall include provisions for payment of 2/3 of the employee's base pay, with a 60-calendar day waiting period before benefits begin. The cost of the program shall be borne by the employee and paid through payroll deduction.

Section 4. Life Insurance: The School District shall provide each eligible employee employed at least twenty (20) hours per week and a minimum of 170 days per year with a \$50,000 term life insurance policy. The cost of this insurance shall be borne by the School District.

Section 5. Dental Insurance: The School District shall pay the premium for single dental insurance for each eligible employee employed at least thirty-five (35) hours per week and a minimum of 170 days per year.

Subd. 1. Dependent Dental Insurance: The School District agrees that an employee may pay the premium for dependent dental insurance if such an option is provided by the insurer.

Section 6. Flexible Benefit Plan: The School District shall sponsor a Flexible Benefit Plan.

Section 7. Claims Against the School District: The parties agree that any description of insurance benefits contained in this Article are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this Article. It is further understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 8. Duration of Insurance Contribution: An employee is eligible for School District contributions as provided in this Article as long as the employee is employed by the School District. Upon termination of employment, all School District contribution shall cease, effective on the employee's last working day.

Section 9. Continued Coverage: An employee shall be eligible to continue participation in the School District group hospitalization-major medical insurance plan, if permitted by the terms of the policy with the insurance carrier, by paying the entire premium for such insurance under the following circumstances:

Subd. 1. The employee retires pursuant to Article XV of this Agreement.

Subd. 2. The employee retires prior to age 65, but is not eligible for the retirement provisions of Article XV, but is at least fifty-five (55) years of age, and has completed at least ten (10) years of continuous service in the School District.

Subd. 3. In the event an employee either resigns or is terminated because they are medically unable to perform their duties and the employee has completed at least five (5) years of continuous service in the School District.

Subd. 4. The employee is on layoff.

It is the responsibility of the employee to make arrangements with the school business office to pay to the School District the monthly premium amounts in advance and on such date as determined by the School District. The employee's right to continue participation in such group insurance, however, shall discontinue upon the employee reaching the age of 65 unless otherwise permitted by state or federal regulatory authority. The right to participate pursuant to this section shall not be retroactive in application.

Section 10. Eligibility: Except as otherwise provided herein, the benefits of this Article shall apply only to full-time employees defined as employees employed fifty-two (52) weeks per year and forty (40) hours per week. Except as otherwise provided herein, employees employed less than full-time shall not be eligible for the benefits of this Article.

## ARTICLE IX LEAVES OF ABSENCE

### Section 1. Sick Leave:

Subd. 1. An eligible employee shall accrue one (1) day of sick leave for each month worked or paid. The accrual shall be based on the regularly scheduled hours per day. Such leave may be accumulated up to a maximum of 207 days [eight (8) hours per day]. Sick leave may be used pursuant to the provisions of this Article.

Subd. 1a. Effective with the summer of 2011, an employee who is a member of this bargaining unit who is assigned to summer school duties will be eligible to accrue sick leave at the rate of .046 hours of sick leave per hour worked as a summer school paraprofessional. Effective June 1, 2012, an employee may use accrued sick leave time for qualifying reasons during summer school for time that an employee is actually scheduled to work as a summer school paraprofessional. An employee will not be able to access sick leave at times when the employee is not scheduled to work, including for work times that are flexible in their scheduling.

Subd. 2. Sick leave pay for illness shall be allowed whenever the employee's absence has been due to illness which prevented his/her performance of assigned duties on that day or days. Sick leave may also be used for the serious illness of an employee's child who is under 18 years of age or under 20 years of age and is still attending a secondary school.

Subd. 3. Sick leave, up to five (5) days per year, may also be used for serious illness involving the employee's spouse or parent. The specific amount of leave allowed under this section shall be within the discretion of the Director of Administration and Human Resources.

Subd. 4. Wages will be paid for sick leave in accordance with the regular salary of the employee on such leave.

Subd. 5. Employees who are absent from work for reasons of illness for more than three (3) days, must present a doctor's statement of illness upon return in order to be paid sick leave, if requested by the administration. The administration may require a doctor's statement of illness for absence of any duration if the employee is so notified by the School District.

Subd. 6. The employee shall notify the immediate supervisor in the event of illness.

Subd. 7. An employee may utilize available sick leave, subject to the provisions of this section and Section 5 hereof, for periods of disability relating to pregnancy, miscarriage, abortion or child birth. Such an employee shall notify the Director of Administration and Human Resources in writing no later than the end of the sixth month of pregnancy indicating her intention to utilize sick leave, and, also at such time, shall provide a physician's statement indicating the estimated date of delivery of the child.

Subd. 8. No Use of Sick Leave Bonus: The District will pay regular employees at the end of the school year according to the following:

Use of Sick Leave Days During the School Year	Amount
0 days of sick leave	\$150.00
1-2 days of sick leave	\$100.00
More than 2 days of sick leave	\$ 0.00

This excludes use of sick leave for pre-approved absences due to medical appointments. However, employees shall use their best efforts to schedule such appointments during non-working hours. In order to receive this payment, an employee must also have a total of no more than two days of unpaid absence for the school year.

Section 2. Bereavement Leave:

Subd. 1. In the case of death in the immediate family (immediate family shall mean the employee's spouse, child or parent, stepchild, stepparent, parent-in-law, brother, sister, or son/daughter-in-law) up to five (5) days will be allowed per death without deduction in pay or sick leave.

Subd. 2. In the case of death in the close family (close family shall mean the employee's brother-in-law, sister-in-law, grandchildren and grandparent) up to two (2) days will be allowed per death without deduction in pay or sick leave.

Subd. 3. The particular amount of leave permitted under this section shall be at the discretion of the Director of Administration and Human Resources depending upon the circumstances surrounding the death.

~~Section 3. Emergency Leave: (Effective 7/1/13, this Section is deleted in its entirety.)~~

~~Subd. 1. An employee may be granted a leave with pay at the discretion of the Director of Administration and Human Resources up to two (2) days per year, nonaccumulative, for situations that arise requiring the employee's emergency attention which cannot be attended to when school is not in session and which are not covered under other policies. The day used will be deducted from sick leave.~~

~~Subd. 2. Deaths, funerals, critical family illness, court appearances and estate settlements, are examples of situations where this leave may be granted at the discretion of the Director of Administration and Human Resources.~~

~~Subd. 3. Requests for emergency leave must be made in writing to the Director of Administration and Human Resources at least three (3) days in advance, whenever reasonably possible. The request shall state the reason for the proposed leave. The Director of Administration and Human Resources reserves the right to refuse to grant such leave if, under the circumstances involved, the Director of Administration and Human Resources determines that such leave should not be granted.~~

~~Subd. 4. An emergency leave day normally shall not be granted for the day preceding or the day following holidays or vacations, and the first five (5) days and the last five (5) days of the school year.~~

~~Subd. 5. Additional emergency leave may be granted in extreme emergencies at the discretion of the Director of Administration and Human Resources.~~

Section 4. Unpaid Leave of Absence:

Subd. 1. An employee may request a leave of absence without pay if agreeable to and upon the consent of the School District. Such requests shall be submitted to the appropriate supervisor, who shall forward such requests to the Director of Administration and Human Resources.

Subd. 2. A standard form shall be provided by the School District entitled “Classified Personnel Bereavement-~~Emergency~~ Medical-Unpaid Leave Form.” Any employee desiring a leave of absence shall fill out such form. The above shall not be necessary when such leave is part of and so stated in this contract. Any employee who receives unpaid leave of absence must return at the specified date in the leave of absence or forfeit his/her seniority.

Subd. 3. The maximum leave of absence shall be ninety (90) calendar days. Extensions may be granted in the sole discretion of the School District for similar periods.

Subd. 4. An employee shall be granted up to sixteen (16) hours of unpaid leave per school year to attend conferences or activities including child care, nursery school, daycare and extended school day programs of their child(ren) that cannot be scheduled during non-work hours.

Section 5. Child Care Leave:

Subd. 1. An employee shall be granted a child care leave of absence according to the procedures outlined in this section. This leave shall be granted to one (1) parent of a preschool child provided such parent is caring for the child on a full-time basis.

Subd. 2. A pregnant employee shall notify the Director of Administration and Human Resources in writing not later than the end of the sixth month of pregnancy, and, also at such time, provide a physician's statement indicating the estimated date of delivery of the child. The employee shall submit a written request to the Director of Administration and Human Resources for child care leave, including commencement date and return date. Once a child care leave commences pursuant to this section, an employee shall not be eligible for sick leave pursuant to Section 1 hereof.

Subd. 3. The effective beginning date of such leave and its duration, or resignation if the employee so elects, shall be determined by the Director of Administration and Human Resources and submitted to the School District for its action. In recommending the date of commencement and duration of the leave or the effective date of the resignation, the Director of Administration and Human Resources shall review each case on its individual merits taking into consideration the following:



1. The desires of the employee.
2. The specific employment duties of the employee involved.
3. The health and welfare of the employee or unborn child.
4. The recommendation of the employee's physician.
5. Any other relevant criteria.

Subd. 4. In making a determination under Subd. 3 concerning the commencement and duration of a child care leave of absence, or resignation if the employee elects to resign, the School District may, but shall not, in any event be required to:

1. Grant any leave more than twelve (12) months in duration.
2. Permit the employee to return to her employment prior to the date designated in the request for a child care leave, unless by mutual agreement of the employee and the School District.

Subd. 5. If the employee complies with all provisions of this section and a child care leave is granted by the School District, the School District shall notify the employee in writing of its action.

Subd. 6. An employee returning from child care leave shall be re-employed in a position for which she is qualified commensurate with a position occupied prior to the leave, subject to the following conditions:

1. That the position has not been abolished.
2. That she is not physically or mentally disabled from performing the duties of such position.

Subd. 7. Failure of the employee to return pursuant to the date determined in this section may constitute grounds for termination in the School District.

Subd. 8. The parties agree that periods of time for which the employee is on child care leave shall not be counted in determining the completion of the probationary period.

Subd. 9. The parties further agree that any child care leave of absence granted under this section shall be a leave without pay.

Section 6. Adoption Leave:

Subd. 1. Adoption leave shall be granted by the School District pursuant to applicable provisions of Section 5 and this section.

Subd. 2. Upon learning of the date of adoption, the employee shall submit a written application for adoption leave to the School District.

Subd. 3. Adoption leave will commence at the date of adoption and may be for a period of up to one (1) year.

Section 7. Jury Duty Leave: Leave of absence for jury duty will be granted by the School District for jury duty service and an employee will receive his/her regular rate of pay but must assign to the School District such compensation as he/she receives for serving on jury duty (excluding mileage allowance).

Section 8. Medical Leave of Absence:

Subd. 1. An employee who has completed his/her probationary period and who is unable to work because of illness or injury, and has exhausted all sick leave credit available, shall, upon request, be granted a medical leave of absence, without pay, up to six (6) months. The School District may, in its discretion, renew such a leave.

Subd. 2. A request for leave of absence, or renewal thereof, under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume his/her normal responsibilities.

Subd. 3. An employee who fails to comply with the provisions of this section or who fails to seek medical leave as provided in this section shall be terminated by the School District. If an employee is not granted a renewal of a medical leave of absence, in the discretion of the School District, such employee's employment may be terminated.

Section 9. Workers' Compensation: Upon the request of an employee who is absent from work as a result of a compensable injury under the provisions of the Worker's Compensation Act, incurred while in the employ of the School District, the School District will pay the difference between the compensation received pursuant to the Worker's Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's accrued sick leave. Upon full utilization of accrued sick leave the employee shall receive only the worker's compensation benefits.

Section 10: Insurance Application:

Subd. 1. An employee shall be eligible for insurance contributions as provided in Article VIII of this Agreement during any month that the employee provides regular service at least one (1) day during the month, or during any month that such employee is on paid sick leave pursuant to Section 1 of this Article.

Subd. 2. An employee shall not be eligible for School District contributions for insurance programs as outlined in Article VIII of this Agreement during any of the following:

- a. Any month in which the employee does not receive pay for actual service rendered.
- b. Any month in which the employee is absent due to illness but not entitled to sick leave pursuant to Section 1 of this Article, except that the long-term disability insurance coverage will be paid for by the School District for the duration of the waiting period.
- c. An employee who has received compensatory pay under workers' compensation for a period of six (6) full months, whether or not supplemented by sick leave, except that the long-term disability insurance coverage will be paid for by the School District while the employee is on workers' compensation and additionally for the duration of the long-term disability waiting period, upon discontinuance of workers' compensation compensatory pay.
- d. Any month in which the employee is receiving long-term disability insurance benefits for the entire month.

Subd. 3. An employee declared ineligible for the School District's contribution toward group insurance pursuant to Subd. 2 hereof, may, however, continue to participate in group insurance plans if permitted under the insurance policy provisions, but shall pay the entire premium for such program as he/she wishes to retain during such period of employment relationship. It is the responsibility of the employee to make arrangements with the school business office to pay to the School District the monthly premium amounts in advance and on such date as determined by the School District. The right to continue participation in such group insurance programs, however, will discontinue upon termination of employment, except as provided by statute.

Section 11. Accrued Benefits - Unpaid Leaves: An employee on an unpaid leave pursuant to this Article shall retain such amounts of experience credit for pay purposes and

other accrued benefits, if any, which he/she had accrued at the time he/she went on leave for use upon his/her return.

Section 12. Accrued Benefits - Paid Leaves: An employee on sick leave and/or workers' compensation, shall be eligible for holiday pay and shall be entitled to normal accruals for sick leave and vacation during any month in which the employee actually performs services. However, an employee shall not be eligible for holiday pay or accrual of sick leave or vacation during any month in which the employee does not perform services because of absence on paid sick leave or during the entire month the employee is being compensated by workers' compensation or long-term disability insurance.

Section 13. Eligibility: Leave benefits as outlined in this Article shall apply only to employees regularly employed at least 170 days per year and at least fifteen (15) hours per week, and such benefits shall not apply to employees employed for a lesser time.

Section 14. Seniority: For purposes of seniority standing, an employee on leave, pursuant to this Article, shall continue to accrue seniority during such leaves of absence.

## ARTICLE X HOLIDAYS

Section 1. Paid Holidays: Employees shall be granted ~~nine (9) paid holidays per year~~ {ten (10) paid holidays per year ~~effective 7/1/13~~} as follows:

1. New Year's Day
2. Good Friday
3. Memorial Day
4. Thanksgiving Day
5. Day after Thanksgiving Day
6. Christmas Eve Day
7. Christmas Day
8. New Year's Eve Day
9. Floating Holiday
- ~~Effective 7/1/2013:~~ 10. Floating Holiday

If an employee works summer school hours, he/she will receive equivalent holiday pay for the Fourth of July for the number of hours normally worked.

Section 2. Holiday Schedule: The holiday schedule will be posted in advance for the coming school year.

Section 3. Weekends: Holidays that fall on weekends will be observed on a day established by the School District.

Section 4. 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. Any legal holiday or holiday which falls within an employee's vacation period shall not be counted as a vacation day.

Section 5. Eligibility: In order to be eligible for holiday pay, an employee must have worked his/her regular work day before and after the holiday unless he/she is on excused illness, on vacation, or on approved leave under Article IX, Section 4, Subdivision 4 under these provisions.

Subd. 1. An employee on an approved leave of absence without pay shall not be eligible for holiday pay during such leave of absence, unless the duration of the leave is for 5 working days or less, either before and/or after the holiday.

Section 6. Application: This Article shall apply only to employees regularly employed at least 170 days per year and at least twenty (20) hours per week and only if such holiday falls during the employee's work year.

## ARTICLE XI SENIORITY, ASSIGNMENT ELIMINATION, LAYOFF AND RECALL

Section 1. Recognition: The School District agrees to recognize the principle of seniority concerning the reduction of the work force as established in this Article. The district shall prepare and maintain a seniority list for each Group, as established below, listing each employee's seniority date and current Position and Assignment and shall update such list as changes occur. The Association shall be provided with the seniority list no later than November 1 of each year. Association members will also be provided with the current seniority list upon request during the course of the year.

### Section 2. Definitions:

Seniority - the length of an employee's continuous service in this bargaining unit, pursuant to the rules of this Article, with the employee's seniority date being established as the first day of continuous permanent employment in the bargaining unit. If more than one employee began working on the same date, their respective seniority rankings shall be determined by:

- a. Date the application was completed.

- b. Date the employee completed the required test.
- c. Date the employee was approved for employment in a Position in this bargaining unit by the School Board.
- d. Determination by the Superintendent. The Superintendent's determination shall be final and binding and shall not be subject to the grievance procedure.

Assignment – the specific work location and hours per day associated with the various Positions.

Position - the job title. A variety of Assignments may exist within any Position title.

Level – the pay grade associated with each Position in Appendix A and C.

Group / Grouping – a set of Positions that share similar skills, training and responsibilities, as defined below:

<u>General Education Group</u>	<u>Special Education Group</u>	<u>Health Services Group</u>
Noon Duty Supervisor Title I Paraprofessional Title I / Noon Duty Para Teacher Assistant Teacher Assistant / Noon Duty	Special Education Para II Special Education Para III Special Education / Noon Duty	Health Office Asst II Health Office Asst IV Special Ed. Health Care Specialist

If new Positions are created and added to this bargaining unit, the district will determine the Group placement of the Position, after discussion with the Association.

**Comparable Number of Hours:** The prospective Assignment is scheduled for no more than 1 hour more and no less than 1 hour less than the Assignment the employee held immediately previously.

**Eliminated:** Elimination of an employee's Assignment means the Assignment either ceases to exist altogether, or is reduced in scheduled daily time by more than two hours per day, or is reduced in such a fashion as would cause the employee to no longer be eligible for insurance benefits, or would cause the employee to no longer be eligible for inclusion in this bargaining unit.

Section 3. The School District will determine the Assignment(s) to be Eliminated and will then notify the affected employee(s) as soon as practicable but no less than two (2) working days prior to effecting such change. An employee whose Assignment is Eliminated will first be administratively assigned to any existing vacant Assignment within the same Group provided that the Assignment is at the same Level and a Comparable Number of Hours. This reassignment does not preclude the possibility of other employees also being administratively reassigned, as reassignment is a managerial right.

Section 4. An employee whose Assignment is Eliminated may displace (bump) a less senior employee at the same or lower Level within the same Group if no other Assignments within the Group are vacant, or if the only vacant Assignments are not of a Comparable Number of Hours. The district retains administrative discretion to assign employees.

Section 5. A person who is eligible to bump according to the above terms may displace another less senior employee in the same Group whose Assignment is of a Comparable Number of Hours or lesser scheduled time. An employee may not bump into an Assignment in a higher pay Level or different Group than that which the employee held at the time the employee's position was Eliminated.

Section 6. If there are no Positions available in the same Group into which an employee may either bump or be assigned, the employee shall be placed on layoff.

- a. An employee on layoff shall be recalled based on seniority to an Assignment that is of the same or lower Level within the same Group as the employee held immediately prior to layoff.
- b. The District will recall an employee on layoff based on seniority to a vacant Assignment in the same or different Group as the employee was in immediately prior to the layoff provided the employee has the skills and qualifications to be able to perform the duties associated with the Position, but an employee is not required to take an Assignment in a different Group.
- c. If the employee does not accept a recall offered by the district to an Assignment of the same Level within the same Group as the one the employee held immediately prior to layoff, that is scheduled for not more than one hour per day more than the Assignment the employee held immediately prior to layoff, the employee's employment, seniority, and right of recall shall end.
- d. The District will recall an employee on layoff on the basis of seniority to any available Assignment of lower Level or of lesser hours per day within the same Group, but will not lose the right to recall if the employee does not accept such

an Assignment. If the employee does accept such an Assignment, the employee will still have a right of recall to a higher Level or longer hour Assignment within the same Group as the employee held immediately prior to layoff, as provided herein, for the full length of the recall period.

- e. An employee has no right of placement or recall to any Assignment of a higher Level than the one s/he immediately previously held, but may apply and be considered for a vacancy in such an Assignment.

Section 7. An employee on layoff shall retain all accrued leaves of absence and benefits, and shall be eligible to fully use those accrued leaves of absence and benefits if recalled to an Assignment that is eligible for such leaves and benefits. If the employee is recalled to an Assignment that is not eligible for the applicable leaves and benefits, the employee shall not be able to use those leaves and benefits during the time the employee is in the Assignment that is ineligible for the leaves and benefits. However, the accrued leaves or eligibility for benefits shall not be eliminated from the employee's accrual. If an employee who is recalled to an Assignment that is not eligible for the leaves and benefits subsequently returns to an Assignment that is eligible for the leaves and benefits, the employee shall resume eligibility to accrue and use the leaves and benefits as if the employee were at the same point of employment as s/he was before the layoff, irrespective of the length of time the employee serves in the 'ineligible' position. If an employee is laid off and the entire recall period elapses without the employee returning to employment in this bargaining unit, all accrued leaves of absence and eligibility for benefits shall be eliminated or shall cease.

Section 8. An employee on lay-off shall retain their seniority rights to recall within level in seniority order for a period of eighteen (18) months after the original date of lay-off.

Section 9. The District will hire no new employee for an Assignment within this bargaining unit while there is any bargaining unit employee who is qualified to fill the Assignment on layoff, unless all bargaining unit employees on layoff have declined recall to the available Assignment according to the terms above.

## ARTICLE XII VACANCIES AND JOB POSTING

Section 1. Posting of Vacancies: All permanent vacancies in positions covered by this Agreement that are posted between the last day of a school year and the first day of the subsequent school year will be posted for a minimum of 7 (seven) working days. Any such vacancy that is posted during the school year (starting with the first student day and ending with the last student day) will be posted for a minimum of five (5) working days. A permanent



vacancy is defined as one anticipated to last more than one (1) year. A temporary vacancy is defined as one anticipated to last less than one (1) year. A vacancy may be filled temporarily pending completion of posting and application procedures. Posting shall not apply in lateral transfer involving two permanent employees or in temporary vacancies. A lateral transfer shall be defined as the transfer of an employee to another position at the same level within a building or to another position at the same level in another building.

Section 2. Application for Vacancies: All employees under this Agreement, including those on lay-off status, may submit application for any vacancy which is posted pursuant to this Article.

Subd. 1. Employees may volunteer to take a proposed lateral transfer, however, the selection of an employee to take said lateral transfer shall be at the sole discretion of the School District.

Subd. 2. The School District shall notify employees selected for transfer at least two (2) working days prior to the actual transfer.

Section 3. Notice of Successful Appointment: The Association president shall be notified of the candidate selected to fill the vacancy.

Section 4. Filling of Vacancies:

Subd. 1. The position shall be filled by the School District with the best qualified candidate as determined by the School District. The School District reserves the right to fill any position with an outside applicant if internal candidates do not have the needed qualifications for the position or if no internal candidates apply. In making its determination the School District shall consider the employee's qualifications and aptitude for the position as well as length of service with the School District along with other relevant factors.

Subd. 2. The decision of the School District shall be final and binding and the parties agree that such decision shall not be subject to the grievance procedure.

ARTICLE XIII  
MEET AND CONFER

Section 1. The School District and association agree to meet and confer.

Section 2. The association shall select a representative(s) to meet and confer with the Director of Administration and Human Resources on matters not contained in this Agreement.

Section 3. The School District shall provide the facilities and set the time for such conferences to take place, providing either party makes a request for such meeting.

#### ARTICLE XIV PROBATIONARY PERIOD, DISCIPLINE AND DISCHARGE

Section 1. Probationary Period: An employee under this Agreement shall, under the provisions of this Agreement, serve a probationary period of ~~465~~ 390 days upon which the employee performs scheduled work for twelve (12) month employees and ~~433~~ 260 days upon which the employee performs scheduled work for less than twelve (12) month employees. During the employee's probationary period, the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure insofar as suspension, withholding of scheduled salary increase, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provision of the contract alleged to have been violated.

Subd. 1. A probationary employee recalled after a layoff to the same type of Position shall be entitled to complete their probationary period in the new position.

Subd. 2. An employee recalled to a different Position after a layoff shall serve an additional probationary period of 120 days upon which the employee performs scheduled work in the new position. Unacceptable performance will result in the employee's return to lay-off status.

Section 2. Probationary Period - Change in Position: An employee transferred or promoted to a different Position shall serve a new probationary period of 120 days upon which the employee performs scheduled work within the new Position. An employee who is unwilling or unable to perform the requirements of the new Position will not be reassigned or permitted to bump to the position the employee held immediately prior to the transfer or promotion.

Section 3. Completion of Probationary Period: An employee who has completed the probationary period may be reprimanded (oral or written), suspended without pay, discharged, or have a scheduled salary increase withheld, only for just cause. An employee who has completed the probationary period and is disciplined in the above manner shall have access to the grievance procedure.

ARTICLE XV  
SEVERANCE

For severance terms for employees hired prior to July 1, 1994, please see the attached Memorandum of Agreement. Employees hired on or after July 1, 1994 are not eligible for severance.

ARTICLE XVI  
MATCHING 403(b) PLAN

Section 1. Application: All employees in this bargaining unit are eligible to participate in the School District's 403(b) plan, regardless of whether an employee is eligible for any matching contributions from the School District. Eligible employees who are employed by the School District and are participating in the School District's 403(b) Plan will be eligible to receive a matching annual contribution by the School District pursuant to M.S. 356.24 according to the provisions contained in this Article and the School District 403(b) Plan documents. ~~Effective July 1, 2013,~~ [T]he School District will match the annual contribution of any employee who is a part of this bargaining unit in the amount of a flat \$200, irrespective of the employee's pay level, number of years of service, or number of scheduled hours per day. In addition to this flat amount, the School District will match the amount of the employee's annual contribution as determined by the following schedule and increments to be set by the plan documents:

<u>Years of Service</u>	<u>More than 6 hours per day</u>	<u>4-6 hours per day</u>
<u>6-10 years of service</u>	<del>A-11</del> 500	500
	<del>A-12</del> 500	500
	<del>A-13</del> 500	500
	<del>B-21</del> 500	500
<u>11-20 years of service</u>	<del>A-11</del> 750	500
	<del>A-12</del> 750	500
	<del>A-13</del> 750	750
	<del>B-21</del> 750	750
<u>21 or more years of service</u>	<del>A-11</del> 1,000	750
	<del>A-12</del> 1,000	750
	<del>A-13</del> 1,000	750
	<del>B-21</del> 1,000	750

**[Effective 7/1/2014]**

Years of Service	More than <del>6</del> 4 hours per day	<del>4-6 hours per day</del>
6 <del>1</del> -10 years of service (A-11)	500	<del>500</del>
(A-12)	500	<del>500</del>
(A-13)	500	<del>500</del>
(B-21)	<del>500</del> 750	<del>500</del>
11-20 years of service (A-11)	750	<del>500</del>
(A-12)	750	<del>500</del>
(A-13)	750	<del>750</del>
(B-21)	<del>750</del> 1000	<del>750</del>
21 or more years of service		
(A-11)	1,000	<del>750</del>
(A-12)	1,000	<del>750</del>
(A-13)	1,000	<del>750</del>
(B-21)	<del>1,000</del> 1250	<del>750</del>

The above amount will be divided by 20 and rounded to the nearest whole dollar amount to calculate the per pay period match amount.

Section 2. Years of Service: “Years of Service” shall mean years of regular employment in the School District. Years of Service shall be counted from the employees’ initial date of employment as a regular employee.

Section 3. Limits Regarding the School District’s Matching Contribution: The School District’s total employee lifetime matching contribution shall be limited to \$25,000.00 (twenty-five thousand dollars) for each participating employee.

Section 4. Deduction From Severance: The School District's total matching contribution to an individual employee’s 403(b) Plan will be deducted from any severance the individual employee is eligible for pursuant to this or any other School District contract or policy.

Section 5. Eligibility: This Article shall apply to employees who are regularly employed at least one hundred and seventy (170) days per year and twenty (20) hours per week

on a regular assignment and shall not apply to employees employed less than one hundred and seventy (170) days per year and twenty (20) hours per week. This Article shall not apply to those employees hired after December 31, 1986 and prior to July 1, 1994 who are listed as eligible for severance but not for 403(b) in the Memorandum of Understanding establishing severance terms.

## ARTICLE XVII PHYSICAL EXAMS

Section 1. New Employees: The School District may require that a new employee obtain a physical examination prior to employment from a physician designated by the School District. If the School District requests a physical examination, the cost of the examination shall be borne by the School District.

Section 2. Application: A physical examination may be required of any employee upon demand by the School District. Such extra examination shall be paid for by the School District. The School District reserves the right to select the doctor or clinic. Should an employee be suspended for health reasons, examinations for re-employment by the School District selected doctor shall be at the employee's expense.

## ARTICLE XVIII GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by an employee, a group of employees, or the association resulting in a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement. However, the association also may file a grievance concerning an allegation that an express association right has been violated.

Section 2. Representative: The employee, administrator, exclusive representative or School District may be represented during any step of the procedure by any person or agent designated by such party to act in his/her 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 as all week days not designated as holidays by state law.

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 which 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 is personally served or if it bears a dated postmark of the United States mail within the time period.

Subd. 5. Formal Grievance: A grievance shall be considered a formal grievance when it is reduced to writing and presented to the School District.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, 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 the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School District's designee.

Section 5. Adjustment of Grievance: The School District and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the School District in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the Director of Administration and Human Resources or his/her designee shall give a written decision on the grievance to the parties involved within ten (10) 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 Director of Business Services, provided such appeal is made in writing within seven (7) days after receipt of the decision in Level I. If a grievance is properly appealed to the Director of Business Services, Director of Business Services or his/her designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Director of Business Services or his/her designee shall issue a decision in writing to the parties involved.

Section 6. School Board Review: The School Board reserves the right to review any decision issued under Level I or Level II of this procedure at the request of the grievant or at its own instance, provided the School District or the grievant provides written notice within ten (10) days after a decision in Level I or Level II has been rendered. In the event the School Board determines to review a grievance it shall hold a hearing and issue a decision within twenty (20) working days after the written notice. The association shall receive written advance notice as to the date of the said hearing. In the event of such review, the School Board reserves the right to affirm, reverse or modify such decision. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level, and report its findings and recommendations to the School Board.

Section 7. Denial of Grievance: Failure by the School District or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

Section 8. Arbitration Procedures: In the event that the employee and the School District 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 such request must be filed in the office of the Director of Business Services within ten (10) days following the decision in Level II or within ten (10) days after the decision of the School Board if the School Board reviews a decision pursuant to Section 6 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 prior submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the BMS to forward a panel of five (5) arbitrators, providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties will have the opportunity to submit evidence, offer testimony, and make

oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing denovo.

Subd. 5. Scheduling of Grievance Matters: Scheduling of grievance hearings pursuant to Section 5, Subd. 1 (Level I) and Subd. 2 (Level II) shall be outside of working hours whenever practical. Arbitration proceedings shall be scheduled during non-duty hours except if otherwise agreed by the parties. In the event the parties agree to schedule such arbitration proceedings during the regular duty day, employees shall not lose wages due to their necessary participation within the following limitations:

- a) The School District will compensate a number of employees equal to the number of persons participating in the grievance procedure on behalf of the School District, or
- b) If the number of persons participating on behalf of the School District is less than three (3), three (3) employees may still participate in the proceedings without loss of wages.

Subd. 6. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in the PELRA.

Subd. 7. Expenses: Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. The requesting party shall pay the full cost of transcribing and recording of the proceedings and transcript copy. If both parties request a transcript or recording, the cost shall be equally shared. If the second party orders a transcript after the first party has paid for transcribing and recording, the second party shall also reimburse the first party for one-half (1/2) of those costs incurred, in addition to paying for the transcript copy.

Subd. 8. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement, nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein, nor shall the jurisdiction of the arbitrator



extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, and 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 Board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 9. Election of Remedies and Waiver: A party instituting any action, proceeding or complaint in writing in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another form as outlined herein, the employee shall waive his/her right to initiate a grievance pursuant to this Article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator. Further, this section shall not be construed to preclude an employee from pursuing a remedy otherwise provided by federal or state law.

Section 10. Grievance Form: Grievances must be filed on the form provided in this Agreement. Forms shall be supplied by the School District pursuant to Attachment D hereof.

## ARTICLE XIX MISCELLANEOUS

Section 1. Copies of Agreement: Copies of this contract, entitled Agreement, between the Forest Lake School District and the Forest Lake Association of Paraprofessionals, shall be printed at the expense of the School District as soon as practicable after the contract is signed and presented to all employees in the system and to each new employee. Further, the School District shall furnish twenty (20) copies of the Agreement to the association for its use.

Section 2. Mileage Allowance: A mileage allowance shall be paid for authorized use of personal vehicles in connection with School District business. The mileage allowance shall be paid pursuant to School District policy.

Section 3. Dues: ~~The School District shall pay \$100.00 for the 2012-2013 school year toward the dues for each employee for their membership in the Forest Lake Association of Educational Paraprofessionals. This payment shall be made in a lump sum directly to the Forest Lake Association of Educational Paraprofessionals shortly after the November School Board meeting if the Association certifies their list of members and delivers it to the Director~~

~~of Administration and Human Resources prior to the 15<sup>th</sup> of October. Effective July 1, 2013, this Section is deleted in its entirety and is replaced by a provision within the 403(b) terms effective on July 1, 2013.~~

## ARTICLE XX DURATION

Section 1. Term and Reopening Negotiation: This Agreement shall remain in full force and effect for a period commencing on July 1, ~~2012~~ 2014 through June 30, ~~2014~~ 2016 and thereafter until modifications are made pursuant to the PELRA. If either party desires to modify or amend this Agreement commencing on July 1, ~~2014~~ 2016, it shall give written notice of such intent no later than April 1, ~~2014~~ 2016. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and the exclusive representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, practices, school policies, rules or regulations concerning terms and conditions of employment, insofar as such are inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices, or prohibit the School District from exercising all management rights and prerogatives defined in this Agreement, except insofar as such exercise would be in express violation of any term or terms of this Agreement.

Section 3. Finality: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement. However, this Agreement may be amended at any time by mutual agreement of the parties.

Section 4. Severability: If any provision of this Agreement or the application of such provision is found to be contrary to law, that provision shall be severable and it shall not affect any other provision of this Agreement or the application of any provision thereof.

~~2012-2014~~ 2014-2016 Forest Lake Association of Educational Paraprofessionals Agreement

Forest Lake Association of  
Educational Paraprofessionals  
6100 North 210th Street  
Forest Lake, MN 55025

Independent School Dist. No. 831  
6100 North 210th Street  
Forest Lake, MN 55025

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Association President

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School Board President

---

Association Vice President

---

School Board Clerk

---

Association Officer

---

Association Chief Negotiator

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## APPENDIX A

### Salary Schedule

#### 2012-2013 Schedule

	1st Year	2nd Year	3rd Year	4th Year	5th Year
<b>LEVEL</b>					
I (A11)	\$12.57	\$12.87	\$13.26	\$13.75	\$14.50
II (A12)	\$13.51	\$13.83	\$14.19	\$14.72	\$15.44
III (A13)	\$14.53	\$14.86	\$15.24	\$15.75	\$16.50
IV (B21)	\$15.50	\$15.80	\$16.18	\$16.69	\$17.45

#### 2013-2014 Schedule

	1st Year	2nd Year	3rd Year	4th Year	5th Year
<b>LEVEL</b>					
I (A11)	\$12.57	\$12.87	\$13.26	\$13.75	\$14.75
II (A12)	\$13.51	\$13.83	\$14.19	\$14.72	\$15.69
III (A13)	\$14.53	\$14.86	\$15.24	\$15.75	\$16.75
IV (B21)	\$15.50	\$15.80	\$16.18	\$16.69	\$17.70

#### 2014-2015 Schedule [Increase by 3%]

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#### 2015-2016 Schedule [Increase by 3%]

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Effective July 1, 2003 the School District shall pay a \$2.00 per hour stipend for positions requiring a Licensed Practical Nurse license as determined solely by the Director of Administration and Human Resources.

## APPENDIX C

### CLASSIFICATIONS BY LEVEL

	<u>LEVEL</u>
Noon Duty Supervisor (14 hours per week or more)	I (A11)
Health/Office Assistant II	II (A12)
Instructional Title I Paraprofessional II (14 hours per week or more)	
Instructional Title I Paraprofessional/Noon Duty Supervisor II	
Special Education Instructional Paraprofessional II	
Special Education Instructional Paraprofessional/Noon Duty Supervisor II	
Teacher Assistant II	
Teacher Assistant/Noon Duty Supervisor II	
Special Education Instructional Paraprofessional III	III (A13)
Health/Office Assistant IV	IV (B21)
Special Education Health Care Specialist	

# GRIEVANCE REPORT FORM

Grievance No. \_\_\_\_ Distribution of Form:

- \*1. Supt.
- \*2. Director of Administration & Human Resources
- \*3. Director of Business Services
- \*4. Principal
- \*5. Exclusive Rep.
- \*6. Grievant

Name\_\_\_\_\_Building\_\_\_\_\_Date\_\_\_\_\_

## STEP I

A. Date Grievance Occurred\_\_\_\_\_

B. 1. Statement of Grievance:

2. Specific Provisions of Agreement Allegedly Violated:

### 3. Relief Sought

Dated: \_\_\_\_\_

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

### C. Disposition by Director of Administration & Human Resources

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Director of Administration &  
Human Resources

#### D. Position of Grievant and/or Association

Dated: \_\_\_\_\_

Signature \_\_\_\_\_

## GRIEVANCE REPORT FORM

### STEP II (If Necessary)

A. Date Received by Director of Business Services or Designee

B. Disposition Director of Business Services or Designee

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Director of Business Services

C. Position of Grievant and/or Association

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant/Association

### STEP III (If Necessary)

A. Date Received by School Board \_\_\_\_\_

B. Disposition by Board

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

Distribution of Form:

- \*1. Supt.
- \*2. Director of Administration & Human Resources
- \*3. Director of Business Services
- \*4. Principal
- \*5. Exclusive Representative
- \*6. Grievant

STEP IV (If Necessary)

A. Date of Arbitration Request\_\_\_\_\_

B. Date Submitted to Arbitration\_\_\_\_\_

C. Disposition and Award of Arbitrator

Dated:\_\_\_\_\_

\_\_\_\_\_  
Signature

Distribution of Form:

- \*1. Supt.
- \*2. Director of Administration & Human Resources
- \*3. Director of Business Services
- \*4. Principal
- \*5. Exclusive Representative
- \*6. Grievant



MEMORANDUM OF UNDERSTANDING  
between Independent School District No. 831  
and the Forest Lake Association of Educational Paraprofessionals

1. The following employees are eligible for Severance, subject to Minn. Stat. §465.72, provided each employee is at least 55 years of age at the time of retirement:

Carol Wachter\*  
~~Diane Schally\*~~  
Mary Hebeisen\*  
Ruth Miles\*  
Cynthia Svardahl  
Connie Carufel  
Ruth Workman  
Allison Greniger  
Sandra Knutson  
Karen Owen  
Lynnette Ruter

2. The above-named employees shall be eligible for severance pay, pursuant to the provisions of this Memorandum, upon submission of a written resignation accepted by the School District. Severance pay shall not be granted to any employee who is discharged for cause by the School District. Except as otherwise agreed to by the School District, the employee must provide three (3) months of written notice of intention to retire for purposes of this Article.

3. An eligible employee, upon retirement, shall receive as severance pay an amount representing the employee's total accumulated sick leave hours, paid at the employee's hourly rate of pay on the last day of employment prior to severance, and shall not include any additional compensation such as overtime pay, extended employment, or other extra compensation.

4. An employee shall receive the severance pay in two (2) equal installments, the first one-half (1/2) shall be paid upon separation from the School District pursuant to this Article, and the second one-half (1/2) shall be paid January 1 of the following calendar year. In the event that a retired employee dies before all or a portion of the severance pay has been disbursed, that balance due shall be paid to a named beneficiary, or lacking same, to the deceased's estate.

5. To be eligible for this severance, a named employee must have been regularly employed at least 170 days per year and twenty (20) hours per week on a regular assignment and shall not apply to employees employed less than 170 days per year and twenty (20) hours per week. If an employee has reached the terms of eligibility for the terms of this Article according to this Section, is then laid off of a position in which the employee would have been eligible for the terms of this Article, and is recalled (within the recall time frame) to a position that is not

eligible for the terms of this Article, the employee shall still be eligible for the terms of this Article because the employee had reached eligibility prior to being laid off. If an employee is not recalled within the recall period, the employee may retire during or at the end of the recall period and will then be eligible for the benefits established in this Article.

6. If any otherwise eligible employee should die before resignation, the severance pay shall be made payable to his/her designated beneficiary, and if no designated beneficiary is in effect at the time of death, to said employee's estate.

7. The employees whose names are marked with an asterisk (\*) are eligible for Severance and may also participate in the District's matching contribution to the employee's 403(b) account. If any one of those employees marked with an (\*) does participate in the District's matching contribution to the employee's 403(b) account, the value of the district's contributions will be deducted from that employee's severance, pursuant to the terms of the Article establishing 403(b) contribution terms. Employees listed above whose names are NOT marked with an (\*) are eligible for the District's matching contribution to the employee's 403(b) account in the amount of the flat rate available to all members of this bargaining unit irrespective of hours, length of service, or pay classification, listed in Art. XVI, Section 1. For either group of employees listed above – those whose names are marked with (\*) and those whose names are not, receipt of the District's matching contribution in the amount of the flat rate listed in Art. XVI, Section 1 shall not result in deduction from the employee's severance.

8. Employees who are not listed as eligible for one of the above severance provisions are not eligible for severance, and are eligible for District match to the employee's 403(b) contribution if eligible under the terms of that Article.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding:

\_\_\_\_\_  
Chief Para Negotiator

\_\_\_\_\_  
Chief District Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date