

Master Agreement

For the

2013-2015

School Years

Between

Independent School District No. 721

And

Certified Speech Pathology Assistants (CSPA),
Building Nurses, and Paraprofessionals
SEIU Local 284

New Prague, Minnesota

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2013-2015
MASTER AGREEMENT – CSPA’s, BUILDING NURSES, AND
PARAPROFESSIONALS
INDEPENDENT SCHOOL DISTRICT NO. 721
NEW PRAGUE, MINNESOTA 56071

ARTICLE I

PURPOSE

Section 1. Parties: THIS AGREEMENT, entered into between the School Board of Independent School District No. 721, New Prague, Minnesota, hereinafter referred to as the School Board, and Service Employees International Union, Local 284, hereinafter referred to as the exclusive representative, 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 CSPA’s Building Nurses, and Paraprofessionals during the duration of this Agreement.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the PELRA of 1971, the school board recognizes Service Employees International Union, Local 284, as the exclusive representative for the CSPA’s, Building Nurses, and Paraprofessionals employed by the School Board of Independent School District No. 721, 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 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, if any.

Section 3. Fair Share Fee: In accordance with P.E.L.R.A. as amended, any employee included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee for any employee shall be in an amount equal to the regular

membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative, but in no event shall the fee exceed eighty-five (85) percent of the regular membership dues.

The exclusive representative shall provide written notice of the amount of the fair share fee assessment to the director, the school district, and to each employee to be assessed the fair share fee. Any fair share challenge shall not be subject to the grievance procedure.

ARTICLE III DEFINITIONS

Section 1. Terms and Conditions of Employment: shall mean the hours of employment, the compensation therefore including fringe 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 terms CSPA's, Building Nurses, and Paraprofessionals worker shall mean, "All CSPA's, Building Nurses, and Paraprofessionals employees of Independent School District No. 721, New Prague, Minnesota, whose employment service exceeds the lesser of fourteen (14) hours per week or thirty-five (35) per cent of the normal work week and sixty-seven (67) work days per year, excluding supervisory, confidential, and all other employees."

Subd 1. For purposes of this Agreement, the term School Nurse or Certified Speech Pathology Assistant (CSPA) worker shall mean, "All School Nurses and CSP Assistant staff of Independent School District No. 721, New Prague, Minnesota, who are required by the State of Minnesota to hold a license related to such positions, whose employment service exceeds the lesser of fourteen (14) hours per week or thirty-five (35) per cent of the normal work week and sixty-seven (67) work days per year, excluding supervisory, confidential, and all other employees."

Subd. 2. For purposes of this Article, the normal work week shall be defined as thirty-two and a half (32.5) hours per week.

Section 3. 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 board is not required to meet and negotiate on matters of inherent managerial policy, which include but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

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

Section 3. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the school board and shall be governed by the laws of the State of Minnesota, and by school board rules, regulations, directive and orders, issued by properly designated officials of the school district. The exclusive representative also recognizes the right, obligation and duty of the school board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the school board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the school board, all employees covered by the Agreement and all provisions of this Agreement are subject to the laws of the State. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

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

ARTICLE V
EMPLOYEE RIGHTS

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

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

Section 3. Seniority:

Subd. 1. Seniority is defined as the length of an employee's employment by the School District in each job classification covered by this agreement, as measured from the beginning date of the employee's continuous employment in said job classification.

Subd. 2. An employee shall no longer have seniority rights in this bargaining group if any of the following conditions are met:

- a. Resignation
- b. Retirement
- c. Discharge for cause
- d. Failure to return to work after time on layoff has expired.
- e. Failure to return to work from a Leave of Absence

Section 4: Request for Dues Check Off: Employees shall have the right to request and be allowed dues check off for the employee organizations of their selection, 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 PELRA. Upon receipt of a properly executed authorization card of the employee involved, the school district will deduct from the employee's paycheck, the dues that the employee has agreed to pay to the employee organization during the period provided in said authorization.

Deductions may be terminated by the employee by giving thirty (30) days written notice to the payroll office to stop deductions.

Section 5. Staff Reduction: In the event that a position of an employee is reduced in hours by fifteen (15) or more minutes, said employee has the right to bumping as prescribed in Section 6, Layoffs with the exception of Community Services School Age Child Care and Early Childhood programs where staffing levels fluctuate with paid participation levels. For Support Staff in the Community Services School Age Child Care and Early Childhood programs, if an employee is reduced in hours by thirty (30) or more minutes, said employee has the right to bumping as prescribed in Section 6, Layoff.

Section 6. Layoffs:

Subd. 1. The purpose of seniority in the event of layoffs, is to provide a declared policy as to the order of layoff and recall of employees. Sixteen (16) months after the layoff date per subdivision 6, the school district's obligation to the employee is completed and the employee will be terminated with no seniority rights or recall rights. The employee must be fully qualified to perform the duties and responsibilities of the position to which the employee would be assigned.

Subd. 2. The first day of actual service on a continuing basis shall be the seniority date for each employee.

Subd. 3. In the event of layoffs, the employee with the least continuous employment within the job classification shall be laid off first.

Subd. 4. An employee subject to layoffs may displace a junior employee. An employee must be qualified for the position to bump into a position. An employee with greater seniority subject to layoff may displace a less senior employee who is assigned to a position with greater hours, subject to the terms below. An employee who is assigned to a one-to-one student support assistant position for a severely or profoundly disabled child of whose position is part of the Individual Education Program (IEP) of a disabled child may only be displaced by a senior employee under the above layoff and displacement procedures when the student no longer requires a student assistant or at the end of the school year, whichever occurs first. If job displacements occur due to layoffs, the following terms shall apply:

- a. No employee may displace another employee in a classification paid at a higher pay rate than the employee holds, nor any employee in a position that requires an employee to hold a certification or licensure different from the one the employee's position requires.

- b. An employee may displace another employee assigned to a higher number of weekly hours according to the following schedule:

If the employee was scheduled for:	Employee may displace a position of:
At least thirty (30) hours per week	Up to forty (40) hours per week
At least twenty-five (25) hours per week	Up to thirty (30) hours per week
More than twenty (20) hours per week	Up to twenty-five (25) hours per week
Twenty (20) hours per week or fewer	Up to twenty (20) hours per week

Subd. 5. If two or more employees share the same start date and thus have equal seniority, the tie will be broken by drawing of names. The employees affected will be given the opportunity to participate in the tie-breaking procedure.

Subd. 6. Laid off employees shall retain accumulated seniority and the right to be recalled in seniority order to a vacant position (subject to Subd. 1 above) for a period of sixteen (16) months. Layoffs shall not be considered a break in continuous service. When a vacancy occurs, the position will be posted and filled according to Art. XIII of this Agreement. When any employees are on layoff, a vacant position will be available to all current employees for application, but an employee on layoff may apply for such a position. The district shall mail, fax or e-mail notification of any vacant position(s) to any employee(s) on layoff. The method of notification is at the discretion of the employee. If no active employees apply for the position or if none are qualified for the position, the position will be offered for recall to qualified employees on layoff, in seniority order. If the district refuses to recall an employee to a vacant position on the grounds that the employee is not qualified, it shall be the district's duty to show that the employee lacks qualification for the position. If an employee is to be recalled after layoff, the district will send written communication to the employee's address on file with the district notifying the employee of the recall. The notice of recall will specify by when the employee must accept the recall in order to retain continued employment. The period offered for consideration will be no less than three calendar days. An employee may notify the district in writing in advance of dates when the employee will not be able to receive mail at the employee's address on file, (i.e. the employee is on vacation, at a forwarding address, out of town, etc.) If the employee is unavailable, as stated above, and the employee provides the district with an alternate contact method, the district will use the alternate contact method to notify the employee of the recall if one arises. The three calendar days for consideration shall commence when the district provides the alternate notice. If the employee cannot be contacted for a period of time, the district

will hold the position for the employee's consideration for one calendar week. If the employee does not respond to the notice of recall within the specified time, or if the employee declines the recall, the employee's employment will be terminated and the employee will have no further rights to recall. If the employee accepts the recall, the employee will not be expected to return to work in less than 14 calendar days after acceptance unless the district and the employee mutually agree to an earlier return to work date.

Subd. 7. The personnel office shall publish a seniority list for this bargaining unit annually by November 15. It shall thereupon post such list in an official place in each school building of the district.

Subd. 8. Any person whose name appears on such list and who may disagree with the findings of the School District and the order of seniority in said list shall have twenty (20) days from the date of posting to supply written documentation, proof and request for seniority change to the personnel office.

Subd. 9. The personnel office shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes the School District deems warranted. A final seniority list shall thereupon be prepared by the personnel office, which list as revised shall be binding on the school district and the employees.

Section 7. Time Off for Union Business: Steward(s) to be allowed time off with pay to attend Union Meetings. In addition, Steward(s) and appointed members of this bargaining unit shall be allowed time off with pay to attend to the business of the exclusive representative, not to exceed four (4) days per year with a maximum of three (3) people per event.

Subd. 1. The employee requesting the time off for union business shall request the time via electronic Time Off at least five (5) working days in advance.

Section 8. Jury Duty: A paraprofessional-School Nurse-CSPA may serve on jury duty if called. No salary deduction will be made, but the staff member is to return to the District the fee they receive for jury duty, exclusive of mileage. Documentation of jury duty should be via electronic Time Off.

Section 9. Termination: Two (2) weeks' notice of termination or lay off of work will be the minimum notice given on the part of both the employee and the employer.

ARTICLE VI
RATES OF PAY

Section 1. Rate of Pay: The wages and salaries reflected in Appendix A, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2013 to June 30, 2015.

Section 2. Right to Withhold Salary Increase: The school board reserves the right to withhold a salary increase in individual cases as the school board shall determine, provided the employee affected shall receive notice of such action to withhold advancement on the rate progression sequence within thirty (30) days prior to the employees' scheduled increment date.

Section 3. Step Advancement: Those starting work or employed on or before December 31 of any one year would be advanced to the next full step on the following July 1. Those starting work after December 31 would not advance to the next full step until July 1 of the following year.

Section 4. Overtime Pay: Overtime beyond forty (40) hours per week or eight (8) hours per day shall be paid at a rate of one and one-half (1 1/2) times the employees' established hourly rate.

Section 5. Hiring Date: Employees moving from Paraprofessional, Building Nurse, CSPA position to another shall use their original hiring date for purposes of determining their step increase and vacation entitlements.

Section 6. Experience Credit: A Paraprofessional, Building Nurse, CSPA when employed, who has had experience in another school system or in other related fields of similar work, may be placed on the salary schedule in their respective categories as agreed to between the school board and Paraprofessional, Building Nurse, CSPA, up to a maximum of step three (3).

Section 7. Pay Option: Employees of this bargaining group may elect to be paid over nineteen (19) or twenty-four (24) pay periods. A change in pay option must be made to the personnel office before September 1.

Section 8. Required Annual Training: All employees beginning with the 2012-13 contract year, as part of their job requirements, will have sixteen (16) hours annually of unpaid training in August. \$0.45 per hour has been added to the salary schedule for these two (2) days beginning the 2012-13 contract year. Employees, who begin employment after August, will be required to take this training during the school year. Employees shall be compensated for any additional training required or approved (except for Continuing Education in Article IX Section 3) upon request by the School District.

Section 9. Deferred Compensation Plan:

Subd. 1. All employees in this bargaining unit are eligible to participate in the School District’s deferred compensation plan beginning with the employee’s beginning of permanent employment.

Subd. 2. Employees who have completed at least three (3) years of full-time service with the school district shall be eligible to receive a matching contribution to the employee’s deferred compensation plan.

Subd.3. The district will match the eligible employee’s annual contributions based upon the employee’s completed years of service. The district shall contribute annually an amount equal to the amount contributed by the employee up to the maximum contribution listed in this Section. The annual contribution shall be divided evenly through the year.

Years of Service	Maximum Match
0-3	\$0
4-9	\$200
10-15	\$400
16-21	\$800
22-or more	\$1000

Subd. 4. The maximum career matching contribution by District #721 shall be \$10,000.

Subd. 5. A salary reduction authorization agreement must be completed by September 1 for the employee to initiate or change contributions in the 403(b) matching contributions plan for that school year. In the event that a contract has not been ratified by the beginning of the school year, the employee will have one month after ratification to initiate or make changes to their matching plan.

Subd. 6. Employees on unpaid leave may not participate in the deferred compensation plan while on leave.

ARTICLE VII
GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carrier policy shall be made by the school board.

Section 2. Health and Hospitalization Insurance:

Subd. 1 Single or Family Coverage: The school district shall contribute up to \$9880 in 2013-2014 and \$10,374 in 2014-2015 to the New Prague Schools ISD #721 Health Care Plan to be used for premium payment. All full-time employees shall be enrolled in a minimum of a single plan. Anyone not using the full contribution for premium expense will receive up to \$1,300 of the excess contribution as additional salary. "Full-time employees, for the purposes of insurance benefits, shall be defined as any member of this bargaining group working more than twenty (20) hours per week." Any cost of the premium beyond the district's contribution will be borne by the employee and paid by payroll deductions.

Section 3: Dental Insurance: The School District shall contribute up to \$375.00 toward the premium for individual dental insurance for all CSPA's, Building Nurses, and Paraprofessionals who are enrolled in the District's dental insurance program. An employee may purchase family coverage by paying the difference in premium by payroll deduction. Eligibility for dental benefits shall be the same as outlined for Health and Hospitalization benefits, above.

Section 4. Life Insurance: \$50,000 Life and \$50,000 Accidental Death and Dismemberment Insurance will be provided for all full-time employees. The school district shall pay the full premium. Each full time employee may purchase additional group term life insurance in the amount of \$50,000 at the group rate upon evidence of insurability and acceptance by the carrier. The cost of such additional coverage shall be paid fully by the employee through payroll deduction.

Section 5. Long Term Disability Insurance: The school district shall provide and pay the cost of long term disability insurance coverage for eligible members of this unit, providing a benefit of two-thirds of regular monthly compensation with a waiting period of not more than sixty (60) days after the date of disability. Benefits shall continue until the employee qualifies for Medicare or as long as the employee remains disabled.

Section 6. Duration of Contribution: An employee is eligible for board contributions as provided in this Article as long as the employee is employed by the school district. Upon termination of

employment, all board participation and contribution shall cease effective on the last day of the month.

Section 7. Continued Insurance Participation: An employee who retires, and has participated in the health insurance program during active employment and at the time of retirement, shall be eligible to continue in the group insurance plan with the same coverage as active employees as provided by Minnesota statute. The premium will be the same as for active employees in the unit as provided by Minnesota statute and shall be paid by the retiree.

ARTICLE VIII

PROBATION AND DISCHARGE

Section 1. Probation Period: All new members of this bargaining group shall be on probation for a period of ninety (90) days on which the new employee performs work. After that, if retained, they become regular employees of the district and are entitled to the privileges thereof. During said probationary period, the employee may be terminated at the sole discretion of the School District without any recourse to the grievance procedure.

Section 2. Discipline:

Subd. 1. A disciplinary action will be taken against a member of this bargaining group only for just cause. Any disciplinary action shall comply with law and regulation, shall be fair and equitable, and shall be consistent with the principle of progressive discipline.

- a. Progressive Disciplinary action may include the following:
- b. Verbal and /or written reprimand
- c. Suspension with pay
- d. Suspension without pay
- e. Discharge

Subd. 2. A disciplinary action imposed upon an employee who has completed the required probationary period may be processed through the grievance procedure contained in Article XII herein, including arbitration. Whenever possible, the District shall discuss with the Employee(s) any concern which may lead to a disciplinary action and shall offer constructive suggestions for correction before any disciplinary action is initiated.

Subd. 3. A disciplinary action imposed upon an employee who has not completed the required probationary period may be processed through Level II of the grievance procedure but such grievances shall not be subject to the arbitration provisions of Article XII herein.

Subd. 4. Employee(s) shall be entitled to have a representative of the Union present in the event that she/he is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. If an employee requests representation, no action shall be taken with respect to the matter until a representative of the Union is present, provided that the representative is available in a timely manner so as not to delay the action.

ARTICLE IX

OTHER CONDITIONS:

Section 1. Lunchroom/Playground Duty: Any member of this bargaining group who is responsible for lunchroom or playground duty during lunch period who was responsible for such duty in the 2007-08 school year shall be reimbursed for the cost of daily lunches provided by the district at the rate of \$3.25 per day.

Section 2. Job Related Training: The district shall provide training to **CSPA's, Building Nurses, and Paraprofessionals** to enhance job performance and to improve or develop skills related to the employee's job function. The district will provide at least two training opportunities for each member of this bargaining group per year.

Section 3. Continuing Education: Members of this bargaining group will be reimbursed up to \$500 per year for continuing education expenses directly related to the employee's job assignment and for which prior approval was granted by the building principal/personnel office.

Section 4. License Renewal for School Nurses: The District will reimburse School Nurses for their nursing license renewal fee when their license expires every two years.

ARTICLE X

LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Employees shall be allowed ten (10) days of sick leave per year. Unused sick leave may accumulate to a maximum of one hundred forty (140) days. Sick leave shall accrue for days when employees are on paid leave. Sick leave shall not accrue when employees are absent and not on paid

leave. Sick leave with pay shall be allowed by the School District whenever an employee's absence is found to have been due to illness of an employee's child. Sick leave for the care of other relatives (adult child, spouse, sibling, parent or stepparent) will adhere to Minnesota Statute 181.9413 up to a maximum of 160 hours during a school year. Additional days can be granted at the discretion of the District Administration.

Subd. 2. Documentation of such leave shall be made via electronic Time Off system.

Subd. 3. Employees, starting with initial employment, and who do not miss any days of work for any reason other than bereavement or the first two (2) personal days used, may receive five (5) days of pay, at the substitute paraprofessional rate. For one day missed, three (3) days of pay at the substitute **CSPA's, Building Nurses, and Paraprofessionals** rate. For two (2) days missed, one (1) day of pay at the substitute **CSPA's, Building Nurses, and Paraprofessionals** rate. (The third (3rd) personal day used will count as a day of work missed as pertains to this language.)

Subd. 4. The personnel office may require an employee to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the school district.

Subd. 5. Pursuant to MS §181.9413, accumulated sick leave may be used for illness of an employee's child who is 18 years of age and under. In addition, sick leave may be used for an employee's child who is 23 years of age and under and attending post-secondary school.

Subd. 6. Sick Leave Donation: To meet the needs of an employee who has utilized all sick leave days, any employee of this bargaining group, on behalf of another employee, may request a contribution of accumulated sick leave days. Employees shall be allowed to contribute up to eight (8) hours per request.

Section 2. Personal Leave:

Subd. 1. There shall be a total of three (3) personal days allowed per year. All requests for personal leave shall be made via electronic Time Off system not less than twenty-four (24) hours in advance except in emergencies and will be granted on the basis of the order such requests are received. Not more than two (2) employees of this bargaining group per building will be granted personal leave on any given day. The CSPA shall be excluded from the building-wide limitation on the number of employees who may be absent for personal leave on a given day. No more than one (1) School Nurse may be absent on personal leave on a given day. Personal leave will not be granted during the first or

last five (5) student contact days of the school year, or the day before or after a school vacation of five (5) days or more. Exceptions may be granted in exceptional and unusual cases at the discretion of the Superintendent. Community Service program limits are separate from regular ed programs.

Subd. 2. Bereavement Leave: Employees may be granted bereavement leave of up to five (5) days of leave per incident, noncumulative, upon the death of a spouse, child, sibling, parent, parent-in-law, brother-in-law, sister-in-law, child-in-law, aunt, uncle, grandchild, grandparent, and grandparent-in-law. In unusual circumstances, the superintendent may grant additional days of bereavement leave. Approval of such leave shall be made via electronic Time Off system.

Section 3. Worker's Compensation:

Subd. 1. 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, 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 earned accrual of sick leave and/or vacation pay.

Subd. 2. Such payment shall be paid by the school district to the employee only during the period of disability.

Subd. 3. In no event shall the additional compensation paid to the employee by virtue of sick leave or vacation pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

Subd. 4. An employee who is absent from work as a result of an injury compensable under the Worker's Compensation Act who elects to receive sick leave or vacation pay pursuant to this policy shall submit his worker's compensation check, endorsed to the school district, prior to receiving payment from the school district for his absence.

Section 4. Child Care Leave:

Subd. 1. A child care leave of up to twelve (12) months may be granted by the school board subject to the provisions of this section. Child care leave may be granted because of the need to prepare and provide parental care for a child or children of the employee, including adoptions, for an extended period of time.

Subd. 2. An employee making application for child care leave shall inform the personnel office in writing of intention to take the leave at least three (3) calendar months before commencement of the intended leave. At the time the employee applies for the leave, he or she shall indicate the beginning

and ending dates of the leave. A pregnant employee will also provide, at the time of the leave application, a statement from her physician indicating the expected date of delivery.

Subd. 3. The personnel office may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year, i.e., winter vacation, spring vacation, semester break or quarter break, end of a grading period, end of the school year, or the like.

Subd. 4. In making a determination concerning the commencement and duration of a child care leave, the school board shall not, in any event, be required to:

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

Subd. 5. An employee returning from child care leave shall be reemployed in a position for which he or she is qualified unless previously discharged or laid off.

Subd. 6. Failure of the employee to return pursuant to the date determined under this section shall constitute grounds for termination unless the school district and the employee mutually agree to an extension in the leave.

Subd. 7. An employee who returns from child care leave within the provisions of this section shall retain all seniority credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The employee shall not accrue additional seniority for pay purposes or leave time during the period of absence for child care leave.

Subd. 8. Leave under this section shall be without pay, fringe benefits, or sick leave. Child care leave runs concurrently with FMLA and other leaves.

Section 5. Definition of Day: All paraprofessional, Building Nurse, CSPA in this bargaining unit are eligible for all the leaves in this Article. A “day”, as used in this Article, shall mean the employee’s normal number of work hours for the given day.

Section 6. Medical Leave:

Subd. 1. Eligibility: An employee who has completed their probationary period, who is unable to perform their duties because of illness or injury and who has exhausted all sick leave credit available, or has become eligible for long term disability compensation, may, upon request to the personnel

office, be granted a medical leave of absence, without pay, up to six (6) months. This leave may be renewed at the discretion of the school district.

Subd. 2. Doctor's Statement: 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 their normal responsibilities.

Subd. 3. An employee on leave under this section shall continue to be assigned a position if such a position is available (a placement for the employee has not been excluded by position elimination or by discharge from employment). The position will be filled by a substitute employee until the employee returns, resigns, or is terminated according to Article X, Section 6, Subd. 1.

Subd. 4. Leave under this section shall not affect the employee's seniority date. However, if the leave is renewed and exceeds six (6) months, the employee's seniority date shall be adjusted forward for the length of time the leave exceeds six (6) months. Example: an employee's seniority date is 9/1/06 and they are on an approved leave twelve (12) months, their new seniority date would be 3/1/07.

Section 7. Insurance Application: An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave, and shall pay to the school district the monthly premium in advance.

Section 8. Credit: An employee who returns from an unpaid leave shall retain experience credit for pay purposes and other benefits which they had accrued at the time they went on leave. No credit shall accrue for the period of time that an employee was on an unpaid leave.

Section 9. Unpaid Leave: A member of this bargaining group shall, upon reasonable notice, be granted up to one unpaid leave of absence event per year, not to exceed five (5) work days. The superintendent at his/her discretion may grant an exception to this limitation if an additional single day of unpaid leave is needed for extraordinary or unusual circumstances and all other leaves provided for in this Agreement have been exhausted. All other leaves must be used first under other provisions of this Agreement before unpaid leave will be granted. An exception may be granted by the superintendent for attendance at school or building sponsored events but in any event, not more than two (2) paraprofessionals per building will be granted on any given day.

Section 10. Long-Term Leave of Absence: A member of this bargaining group with no less than three (3) years of experience with the district may request a long-term unpaid leave of absence from his/her position for the remainder of the school year as defined in the member's job assignment, commencing with the beginning date of the leave request. The leave must be received by the district at least 30 work days before the beginning of the proposed leave. The school district will approve any such leave request at least fifteen (15) work days in advance of the date of the beginning of the proposed leave. Approval will be based on the availability of qualified and trained replacement personnel. No more than three leaves of absence will be granted in a school year. The member of this bargaining group must confirm in writing by May 1 of the year of the leave that s/he will be returning the following year. Upon return from leave, the employee will be reinstated to the same position or a position equal in hours and pay to the position previously held.

ARTICLE XI

HOURS OF SERVICE

Section 1. Basic Work Week: A regular work week shall consist of forty (40) hours which will consist of five (5) consecutive eight (8) hour days.

Section 2. Work Assignments: Work assignments will be made by the building administrator and/or superintendent. Each employee will be notified in advance of the beginning of school what the employee's work year will be. The employee will be guaranteed the number of days stated by the district as a minimum number of work days with the exception of Community Services School Age Child Care and Early Childhood programs where work days may be adjusted to fit paid participation levels. However, this section shall not apply to days when the employee's school building is closed to weather or emergency, when work days will either be made up or handled according to this agreement.

Section 3. Working Hours:

Subd. 1. The work week for Paraprofessional, Building Nurse, CSPA may consist of forty (40) hours excluding a duty free lunch period of thirty (30) minutes daily.

Subd. 2. Paraprofessional, Building Nurse, CSPA who are scheduled to work at least six (6) hours per day will receive a duty free lunch period of thirty (30) minutes.

Section 4. Daily Schedule: The individual daily time schedule will be arranged by the building administrator/director for the best operation of the school building/program.

Section 5. Special School Events: As part of their job, Paraprofessional- Building Nurse-CSPA will be expected to assist at special school events such as open house, evening programs and commencement, at the agreed salary schedule. School Age Child Care staff may be assigned to work on some or all non-school days when child care is offered.

Section 6. Holidays:

Subd. 1. There will be up to eleven (11) paid holidays for CSPA's, Building Nurses, and Paraprofessionals. . Employees shall be paid for holidays that fall between the starting and ending dates of their work year as determined by the district. The paid holidays will be all or some of the following:

- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Eve Day
- Christmas Day
- New Year's Eve Day
- New Years' Day
- Presidents Day*
- Good Friday*
- Memorial Day
- Independence Day

Any member of this bargaining group who works four (4) weeks or more between the end of school and start of pre-school workshop shall also receive holiday pay for July 4. The school district reserves the right to schedule any of the above holidays marked with * as a duty day for the bargaining unit and establish an alternate holiday in lieu thereof. If the school district establishes an alternate holiday in lieu of one of the * days, no employee will be scheduled for a lesser number of holidays within the employee's work year as a result of the rescheduling (i.e., employees employed over the course of the full school year will continue to receive ten (10) holidays).

Subd. 2. Weekends: When a holiday falls on Saturday or Sunday, that day shall be considered a holiday for the employees of the District and the holiday will be observed on a day established by the school district.

Section 7. Vacations:

Subd. 1. The days of vacation to which a full-time twelve (12) month employee will be entitled will be computed with July 1 as the anniversary.

Subd. 2. The probation period shall not count towards vacation days if employment is terminated at the end of the probation period.

Subd. 3. 12 month Paraprofessional, Building Nurse, CSPA shall earn vacation days according to the following schedule.

After one (1) year	=	ten (10) days
After ten (10) years	=	fifteen (15) days
After fifteen (15) years	=	twenty (20) days

Subd. 4. Vacations shall be taken when school is not in session except when arrangements are made in advance with the superintendent. No more than five (5) days may be taken when school is in session, with remaining vacation taken on non-school days.

Section 8. School Closing: Each employee shall receive one paid day when school was not in session due to inclement weather or other unscheduled closing. Unused days shall roll over from year to year with a maximum accumulation of three (3) days. Each employee may choose to utilize accrued personal leave time in order to receive pay for the closing day.

Subd. 1. Work and School Closing: If employees report for work and school is delayed or closed early for any emergency, a minimum of three hours of wages will be paid to employees.

ARTICLE XII

GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the school board as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

Section 2. Representative: The employee, administrator, or school board may be represented during any step of the procedure by any person or agent designated by such party to act in his 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 bears a dated postmark of the United States mail within the time period.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the school board's designee setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within ten (10) 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.

Section 5. Adjustment of Grievance: The school board 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 school board 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 superintendent of schools, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the superintendent, the superintendent or his designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting the superintendent or his designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the school board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the school board, the school

board shall set a time to hear the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the school board shall issue its decision in writing to the parties involved. At the option of the school board, a committee or representative(s) of the board may be designated by the board to hear the appeal at this level, and report its findings and recommendations to the school board. The school board shall then render its decision.

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 provided the school board or its representative notify the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the school board reviews a grievance under this section, the school board reserves the right to reserve or modify such decision.

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

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

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party and such request must be filed in the office of the superintendent within five (5) days following the decision in Level III of the grievance procedure.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (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 PERB to appoint an arbitrator, pursuant to M.S. 179.70, Subd. 4., providing such request is made within ten (10) days after request for arbitration. The request shall ask that the appointment be made within fifteen (15) days after the receipt of said request. Failure to agree upon an arbitrator from the PERB within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

- a. Upon appointment of the arbitrator, the appealing party shall within five (5) days after notice of appointment forward to the arbitrator, with a copy to the school board, the submission of the grievance which shall include the following:

- (1) the issues involved
- (2) statement of the facts
- (3) the position of the grievant
- (4) the written documents relating to Section 5, Article XVI of the grievance procedure.

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

Subd. 5. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing denovo.

Subd. 6. Decision: The decision by the arbitrator shall be rendered within thirty (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 the PELRA.

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

Subd. 8. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In

considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public school board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

ARTICLE XIII

VACANCY POSTING AND ADDITIONAL HOURS

Section 1. Postings: Any new position or vacancy shall be posted via online application system and a copy of the posting(s) shall be e-mailed to the Steward(s) at the time of the posting. Qualifications for various positions will be the chief determining factor. However, seniority will be taken into consideration. If time is to be added to an existing position, the time addition will be considered a vacancy and will be posted accordingly if:

- a. the additional time is greater than fifteen (15) minutes per work day unless the additional time is for an employee serving in a one to one assignment with a student, except for Community Services School Age Child Care and Early Childhood programs because work assignments fluctuate with participation levels. For Support Staff in Community Services School Age Child Care and Early Childhood programs, an increase of thirty (30) minutes or more will require a posting, or;
- b. the additional time would cause the incumbent in a position to become eligible for insurance benefits.

For any position posted on a day that is a student contact day according to the district's calendar, the position shall be posted for a minimum of two (2) working days. For any position posted on a day that is not a student contact day according to the district's calendar, the position shall be posted for a minimum of five (5) working days. Any open positions in August will be posted for two (2) working days.

Section 2. Applications: Applications for postings will be submitted via online application system. Qualifications for various positions will be the chief determining factor. However, seniority will be taken into consideration and all internal candidates shall receive an interview unless the candidate has agreed in writing to waive this requirement. If an employee applies for a posted position and is interviewed but not selected, the same type of position in the same building is posted within four (4) weeks of the date the first position was filled, and the employee applies for the subsequently-posted position, the district need not interview the same employee again for the subsequent position.

ARTICLE XIV

DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2013 through June 30, 2015 and thereafter until modifications are made pursuant to the PELRA. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than ninety (90) days prior to said expiration. 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 board and the exclusive representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

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

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

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

For: Service Employees International
Union, Local 284
450 Southview Blvd.
South St. Paul, MN 55075

For: Ind. School District No. 721
410 Central Ave. N.
New Prague, MN 56071

Steward

Chairperson

Steward

Clerk

Chief Employee Negotiator

Chief Board Negotiator

Dated this ____ day of _____ 2014

Dated this ____ day of _____ 2014

APPENDIX A

Job Classifications and Salary Schedules

GENERAL FUND PARAPROFESSIONAL & COMMUNITY SERVICES PARAPROFESSIONAL

SCHEDULE A – employees hired on/after 9/1/09

*see attached list for employees on Schedule A

	2013-2014	2014-2015
Step 1	\$12.05	\$12.55
Step 2	\$12.25	\$12.75
Step 3	\$12.65	\$13.15
Step 4	\$13.05	\$13.55
Step 5	\$13.45	\$13.95
Step 6	\$13.85	\$14.35

SCHEDULE B – employees hired before 9/1/09

*see attached list for employees on Schedule B

	2013-2014	2014-2015
Level 1	\$13.64	\$14.14
Level 2	\$14.09	\$14.59
Level 3	\$14.54	\$15.04

Employees do not advance from Level 1 to Level 2 or Level 2 to Level 3

COMMUNITY SERVICE SCHOOL AGE CHILDCARE LEADS - receive \$1.00 per hour premium above the scheduled community services paraprofessional hourly rate

BUILDING NURSE

SCHEDULE C – employees hired on/after 8/27/12

*see attached list for employees on Schedule C

	2013-2014	2014-2015
Step 1	\$16.85	\$17.85
Step 2	\$16.85	\$17.85
Step 3	\$17.25	\$18.25
Step 4	\$17.65	\$18.65

SCHEDULE D – employees hired before 8/27/12

*see attached list for employees on Schedule D

	2013-2014	2014-2015
Level 1	\$17.94	\$18.94

CSPA

SCHEDULE E - employees hired on/after 1/9/14

*no current employees on this list

	2013-2014	2014-2015
Step 1	\$16.10	\$16.60
Step 2	\$16.10	\$16.60
Step 3	\$16.50	\$17.00
Step 4	\$16.90	\$17.40

SCHEDULE F – employees hired before 1/9/14

*see attached list for employees on Schedule F

	2013-2014	2014-2015
Level 1	\$17.19	\$17.69

*above salaries do not include longevity or grandfathered skill/responsibility factors

Longevity

\$0.15 per hour additional longevity pay will be added to the above salary schedule for employees having seven (7) years of service. For purpose of longevity, a year of service shall be calculated in the same manner as credit for step movement, as found within this Agreement. An additional \$0.20 per hour (for a total of \$0.35) longevity pay will be added to the above salary schedule for employees having fifteen (15) years of service.

*Skill / Responsibility Factors

Employees having the skill factor for First Responder and CPR as of 1/9/12, will keep this skill stipend (they will be grandfathered in) as long as their license is current. Employees having the skill factor for technology and highly qualified as of 1/9/12, will keep this skill stipend (they will be grandfathered in).

*See MOU regarding Skill/Responsibility Factors

Eagle Bluff Stipend: \$500 will be paid for a member of this bargaining unit that goes to Eagle Bluff because of a special education child's needs.