

For an explanation or interpretation of the contract call your Association or the Labor Relations & Benefits Department.

AGREEMENT

Between

Anoka-Hennepin School District 11

And

Education Minnesota Anoka-Hennepin  
Education Support Professionals  
(Community School Programmers and Early Childhood Screeners)

July 1, **2018** through June 30, **2021**

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## ARTICLE I

### PURPOSE

Section 1.1 Parties: This contract is entered into between the School Board of Anoka-Hennepin School District 11, Anoka and Hennepin Counties, Minnesota, (hereinafter referred to as the School Board), and the Education Minnesota Anoka-Hennepin Education Support Professionals (Community School Programmers and Early Childhood Screeners), American Federation of Teachers, National Education Association, Education Minnesota, AFL-CIO, (hereinafter referred to as the Association), pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, (hereinafter referred to as the P.E.L.R.A.) to provide the terms and conditions of employment for Education Support Professionals during the duration of this contract.

## ARTICLE II

### RECOGNITION

Section 2.1 Recognition: The Board recognizes the Association as the exclusive representative of the designated Education Support Professionals unit currently employed by the Board. The exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A., and as described in the provisions of this contract.

Section 2.2 Appropriate Unit: The Association shall represent all the Education Support Professionals as follows: Community School Programmers and Early Childhood Screeners, of the District as defined in this contract and in P.E.L.R.A., including those on leaves authorized by the Board during the period of this contract.

## ARTICLE III

### DEFINITIONS

Section 3.1 Terms and Conditions of Employment: Terms and conditions of employment means the hours of employment, the compensation therefore, including fringe benefits, except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees. The terms in both cases are subject to the provisions of M.S. 179A.06 regarding the rights of public employees and the scope of negotiations.

Section 3.2 Employee: Employee shall mean all persons in the appropriate unit employed by the Board in a position described or referred to as Community School Programmers and Early Childhood Screeners.

Section 3.3 District or School District: District or School District shall mean The Anoka-Hennepin School District # 11, Anoka and Hennepin Counties, Minnesota.

Section 3.4 School Day: School day shall mean those days designated by the Board on which students of District 11 are expected to attend school or those days defined in schedule A or B which the district and the union agree meet the definition of a "school day".

Section 3.5 Duty Days: Duty days shall mean those days on which employees are assigned to perform services.

Section 3.6 Extended Duty Days: Extended duty days shall mean those days beyond the basic assigned year on which employees have been assigned to perform services as designated by the Board.

Section 3.7 Working Day: Working day shall refer only to a designation of assigned time and shall mean any day, Monday through Friday and may include Saturdays as set forth in Schedules A or B.

Section 3.8 Basic Assigned Year: The basic assigned year shall refer to the paid duty days and holidays as stated in this contract. The District shall establish an annual standard duty day calendar specific for each program classification.

Section 3.9 Representative: Representative shall mean a person or persons designated by the Board or the Association as exclusive representative, as per P.E.L.R.A.

Section 3.10 Board or School Board: Board or School Board shall mean the School Board of Anoka-Hennepin School District No. 11 or its designee.

Section 3.11 Association: Association shall mean the Education Minnesota Anoka-Hennepin Support Professionals.

Section 3.12 P.E.L.R.A: P.E.L.R.A. shall mean the Public Employment Labor Relations Act of 1971 as amended.

Section 3.13 Other Terms: Terms not defined in this contract shall have those meanings as defined by P.E.L.R.A.

Section 3.14 Job Classification: Job classification shall mean the specific job description relating to a category of employees or an employee. Examples are as follows: All community school programmers have the same classification. All Early Childhood Screeners have the same classification.

#### ARTICLE IV

#### SCHOOL BOARD RIGHTS

Section 4.1: It is recognized that except as expressly stated herein, the employer shall retain whatever rights and authority granted by State Statutes in order to operate and direct the affairs of the schools in all of their various aspects, including but not limited to, the educational policies of the schools; the right to direct and assign employees, to schedule working hours; to determine

whether goods and services should be made or purchased; to make and enforce reasonable rules and regulations affecting terms and conditions of employment that are uniformly applied and enforced in accordance with the provisions of the rules and regulations. Any term or condition of employment not specifically established by this Contract shall remain solely within the discretion of the employer to modify, establish or eliminate.

Section 4.2: The District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

## ARTICLE V

### UNION RIGHTS

Section 5.1 Use of Facilities: The Association shall be afforded reasonable use of school buildings. Prior approval for such use must be obtained from the building principal.

Section 5.2 Transaction of Business: Duly authorized representatives of the Association shall be permitted to transact official Association business on school premises contingent upon notification of the building principal provided that this shall not interrupt the operations of the school. The Association may use the District mail service and employee mailboxes for communications to employees. This cannot be used for endorsement of political candidates, and any abuse of this privilege will result in its immediate termination.

Section 5.3 Bulletin Boards: The Association shall have the right to post announcements and notices of its activities and concerns on school bulletin boards designated for such use. The Association shall be responsible to remove notices on a timely basis.

Section 5.4 Access to Information: Upon request, the employer or the employer's designee agrees to provide the Association information available to it concerning unit staffing and financial resources of the School District, including the names and addresses and positions on the pay-rate schedule of all employees in the bargaining unit and such other information requested by the Association in contract matters or in the processing of a grievance.

Section 5.5 Time Off for Exclusive Representative: The District will provide reasonable time off to elected officers or appointed representatives of the Exclusive Representative for the purpose of conducting the duties of the Exclusive Representative including contract mediation, grievance investigation, and grievance processing and conferring with District representatives and immediate supervisors with respect to the establishment, interpretation, and application of the provisions of this Agreement. The Exclusive Representative shall notify his/her immediate supervisor at least two (2) days prior to the use of such time off except in emergency situations.

Subd. 5.51 For purposes of attending union conferences, conventions, or other non-local union functions, permission to attend must be requested from the General Counsel at least one week in advance. The union shall reimburse the District for the cost of substitutes when used to replace the employee.

Section 5.6 Meet and Confer Upon request by either the Association or the Board's designee, the parties shall meet and confer on items of concern during the year. No more than four meetings shall be held during one year; however other meetings may be called by mutual agreement. Failure to agree on a matter discussed under this provision shall not be considered an unfair labor practice by either party.

## ARTICLE VI

### EMPLOYEE RIGHTS

Section 6.1 Right to Join Organizations: Employees shall have the right to form and join labor or employee organizations, and shall have the right to not form or join such organizations.

Section 6.2 Dues Check Off: Any employee who is a member of the Association, or who has applied for membership, may request the School District in writing, signed by the individual employee, on a form furnished by the Association, deduction of membership dues of the Association.

Subd. 6.21. **Employees who are full members** shall have the right to request and shall be allowed dues check off for the Exclusive Representative Organization. The employer, upon notification by the Exclusive Representative of such employees, shall be obligated to check off said fee from the earnings of the employee and transmit the same to the Exclusive Representative each regular pay period. **Any dispute as to the validity of a specific deduction shall be solely between the Association and the individual employee. The Association warrants that it will indemnify and hold harmless the Employer and any of its agents from any and all actions which any organization or employee may have, or claim to have, now or in the future, arising out of or by reason of the deduction.**

Section 6.3 Personnel Files: All evaluations and files generated within the District relating to each employee shall be available during regular school business hours upon written request. The employee shall have the right to reproduce any contents of the file, at their own expense, and to submit for inclusion employee response to any material contained within. The employee shall be notified within five (5) working days when materials or information relating to job performance or derogatory information is placed in the file.

Section 6.4 Employee Discipline:

Subd. 6.41. An employee shall not be disciplined, reprimanded, or reduced in rank or compensation without just cause.

Subd. 6.42. Normal discipline will be prescribed in the following manner:

- A. verbal warning
- B. written warning

- C. temporary suspension with or without pay
- D. termination

If a supervisor meets with an employee to discuss possible written reprimand, suspension or discharge, the employee shall be entitled to have a union representative present. The meeting shall occur within two (2) working days after the district's request for such meeting.

Subd. 6.43. Serious deficiencies or infractions by an employee may require the district to act without following the progressive steps listed in Subd. 6.42 and may even require immediate termination.

## ARTICLE VII

### COMPENSATION

#### Section 7.1 Salary Schedule.

Subd. 7.11. The basic salary schedule set forth in Schedule A or B attached hereto shall be a part of this agreement. Employees shall be placed on Schedule A or B on the effective date and at the appropriate step as provided by this contract. Retroactive pay for the **2018-19** school year shall be provided to active district employees, and/or employees who have retired during the time of this contract.

Subd. 7.12. All employees hired after the date of execution of this agreement shall be placed on such salary schedule at such step as agreed between the school district and the employee based upon their qualifications and experience.

Subd. 7.13. In the event a successor agreement is not entered into prior to June 30, **2021**, an employee shall remain at the same step as compensated during the **2021-22** contract year until a successor agreement is reached, which agreement shall govern step advancement for the next agreement.

Subd. 7.14. A new employee shall be eligible for step advancement on July 1 if employed prior to the previous January 1. If the new employee is employed after January 1, the employee shall be eligible for schedule improvement, if any, but shall remain at the same step until the following July 1.

Section 7.2 Pay Procedures: Paychecks shall be electronically deposited every second Friday.

Section 7.3 Pay Periods: Pay periods are defined in schedules A or B.

Section 7.4 Payroll Deductions: Payroll deductions for the tax deferred plans, United Way, etc. shall be as per District policy.

## ARTICLE VIII

### EMPLOYMENT CONDITIONS

Section 8.1 Salary Provisions: The School District will make every effort to notify employees of their continued employment with the District by August 1 of each year. Clientele demand will be the basis for program continuation. The notice shall contain wage rate, daily hours/days, job title, and location. Any modification of the August 1 date is listed in schedules A or B.

Section 8.2 Reimbursable Expenses: All expenses made with supervisor approval will be reimbursed within a reasonable time of presentation of a voucher to the District Business office according to District policy on authorization of the Board. Examples of reimbursable expenses include registration for approved clinics, seminars, workshops; travel; lodging; and meals.

Section 8.3 Business Travel: Employees using private vehicles with the approval of the building supervisor in travel on District business shall be reimbursed at the maximum allowable IRS rate in effect at the time. No employee shall be required to use his/her personal vehicle for travel on School District business or to transport students.

Section 8.4 Employment Opportunities: When vacancies in the School District occur, the vacancy notice shall be posted electronically pursuant to Department of Employee Services' procedures. All employees shall be given an opportunity to apply to such vacancies within the time period stated in the posting. Vacancies shall be filled by the applicant with the strongest qualifications, greatest experience, and appropriate training. If these are basically equal, seniority will be the deciding factor.

Section 8.5 Transfer Request: A copy of the request for transfer shall be presented to the District 11 Department of Employee Services.

Section 8.6 Duty Day: Schedule A or B indicates the specific basic day as it applies to each of the general employee groups. The school district may employ such part-time employees as it deems appropriate. Hours worked beyond forty (40) hours in a given week would be considered overtime pay at a time and one-half rate.

Section 8.7 Duty Free Lunch: Each employee who is directed to work through the lunch time or dinner time shall be provided a thirty (30) minute duty-free unpaid lunch period.

Section 8.8. Duty During Lunch: In exceptional situations, an employee may be required to perform duty during his/her duty-free lunch period. In these situations, the employee shall be compensated for such service performed at their regular hourly rate, prorated up to thirty (30) minutes or compensatory time may be allowed.

Section 8.9 Breaks: Applicable preparation time is defined in Schedule A or B.



## ARTICLE IX

### SCHOOL YEAR

Section 9.1 Days: The School Board shall adopt the calendar for school days and workshop days for the next year. The employees shall perform services on those days as determined by the School Board, including those legal holidays on which the School Board is authorized to conduct school and has determined to conduct school pursuant to such authority.

Section 9.2 Emergency Closing: In the event that the School District is closed due to an emergency or inclement weather, employees are not required to work on that day except if needed for the safety of the students or property. There shall be no loss of pay for employees (excludes employees on Board approved leaves). If an employee is absent using sick leave (except Board approved leaves) when an emergency closing occurs, the leave shall not be deducted. The District may require the employee to work with pay on another day if the work day is rescheduled.

Section 9.3 School Open - Inability to Report: If school is in session and the employee is unable to report to work, the employee shall have their pay docked for said day missed. In certain circumstances, exceptions may be made at the District's discretion.

Section 9.4 Holidays: Paid holidays, if any, are defined in Schedules A or B.

Section 9.5 Staff Development: Employees who request and receive approval to attend staff development opportunities beyond the normal work year as set forth in Schedule A or B shall be compensated on a pro-rata basis according to the hourly rate of pay for the normal contract year.

## ARTICLE X

### ILLNESS LEAVE

Section 10.1 Illness Leave: For purposes of this contract, illness leave may also be called "sick leave"

Subd. 10.11 Eligible employees who work at least 172 days per year shall accrue sick leave at the rate of twelve (12) days per year based on the individual employee's assigned hours per day. Employees who work less than 172 days per year shall receive sick leave hours on a prorated basis.

Subd. 10.12 Unused sick leave days may accumulate to an unlimited amount.

Subd. 10.13 Sick leave shall not accumulate during any time that an employee is out on unpaid absence.

Subd. 10.14 In cases of frequent or intermittent illness, the employee may be required by their supervising administrator or District personnel administrator to submit a certificate concerning the condition of health from a physician.

Subd. 10.15 Employees who have previously accumulated sick leave before September 1, 1993, shall be credited with that amount. Employees who have not accumulated sick leave prior to September 1, 1993, shall be granted twelve (12) days at the time the contract is signed by the parties involved. These twelve (12) days shall be the beginning of said employees accumulated sick leave and carried over to the 1993-1994 school year.

Subd. 10.16 Sick leave may be used for personal illness, serious illness of a member of the immediate family or on account of death of a member of the immediate family. The immediate family shall include spouse, children, parents, siblings, grandparents and in-laws of similar degree of relationship.

Section 10.2 Buy Back: Employees who have accumulated at least 60 days of sick leave and have not used two thirds (2/3) of their yearly allotment may sell up to five (5) sick days to the District payable in August of each year.

## ARTICLE XI

### LEAVES OF ABSENCE

Section 11.1 Personal/Emergency Leave: Effective July 1, 2005, three (3) non-cumulative personal leave days deducted from sick leave shall be granted each year at the employee's discretion; employees with 10 years or more seniority shall be granted one additional personal leave day. Employees may request personal leave days on a first requested, first granted basis at least five (5) days in advance, except in emergency situations. A request is a filed, signed personal leave request form. However, supervisor approval is required for personal leave under the following circumstances:

- A. Personal leave requests within the first five (5) days of the school calendar year/program start date or within the last five (5) days of the student calendar year/program end date.
- B. More than one employee within each job classification has requested personal leave on the same day.
- C. Personal leave requests on Mondays (Tuesday of Memorial week-end) or Fridays, commencing on May 1<sup>st</sup> and continuing until the end of the school year.
- D. Personal leave requests adjacent to a scheduled break or to requests for unpaid days off.
- E. In cases where two or more employees within the same classification submit their request at the same time, District wide seniority shall be used to break the tie (the most senior employee shall be granted leave).

Section 11.2 Maternity and/or Child Care Leave of Absence: Maternity/child care leaves of absence will be granted in accordance with the following subdivisions:

Subd. 11.21 Notification: No later than ninety (90) days after knowledge of becoming pregnant, the employee shall provide a doctor's statement to her supervisor indicating: (1.) the general health condition of the employee and (2.) the expected date of birth.

If the employee remains in good health and wishes a maternity leave and/or a child care leave, she shall submit a "Request for Maternity Leave of Absence" through her supervisor addressed to the Employee Services Department at least ninety (90) days before the expected date of birth. The employee shall be granted a child care leave of absence without pay not to exceed nine months (June, July, and August not included). A maternity leave shall not normally exceed thirty (30) working days. However, if complications develop or the disability continues, a doctor's statement shall be required for the employee to continue using accumulated sick leave during the period of disability. An unpaid child care leave is defined as the period of time an employee intends for the convenience and comfort of the employee as well as the care of the child.

The employee's supervisor shall consider the ability to perform the job assignment, and the wishes of the employee in determining the starting date for the leave of absence. Notice of the leave approval will be forwarded to the employee and her supervisor. Failure to return within the specified time of unpaid leave shall be cause for termination.

Subd. 11.22 Health Insurance: Employees on maternity leave shall have their health insurance continue while they are using sick leave on disability status. Employees on an unpaid child care leave shall be responsible for the total cost of health insurance while they are on leave by paying the group rate cost except as noted in the Federal Family Leave Act.

Subd. 11.23 Seniority: District seniority shall accumulate during the first six (6) months of child care leave of absence and thereafter be retained but not accumulate.

Subd. 11.24 An employee may choose to use earned sick leave for the regular duty days she is disabled. This disability shall begin no later than the first day of confinement and no sooner than the date of confinement unless the employee is disabled with complications and presents the district with a doctor's statement. Cases of an unusual nature shall receive special consideration. Written request to use sick leave days must be submitted to the Director of Labor Relations/Benefits.

Subd. 11.25 Job Security: Employees returning from maternity and/or child care leave will not receive less compensation than at the time the leave started. Employees selecting and completing a maternity and/or an unpaid child care leave of six (6) months or less during the school year shall retain the same position.

Section 11.3 Adoption or Paternity Leave of Absence: An employee shall be granted adoption/paternity leave of absence without pay, not to exceed twelve months. Seniority shall be retained but not accumulate after six months. A father, following the birth of his child, or a mother and/or father, following the adoption of a child, may use up to seven (7) days sick leave. The leave shall commence within the first twelve months of the birth or adoption.

Section 11.4 Jury Duty: An employee called for jury duty shall suffer no loss of salary. Full salary shall be paid by the District; but compensation received by the employee for jury duty, exclusive of expenses, shall be returned to the District.

Section 11.5 Leaves for Court Hearings: Court leave with pay shall be granted to employees for the time necessary to make appearance(s) in any court proceeding resulting from District work activities. This shall not apply to court cases initiated by the employee or the Association against the District.

Section 11.6 Military Leaves: Employees shall be granted military leave as required or allowed by federal and state statutes.

Section 11.7 Short Term Unpaid Leave: The building principal/supervisor may grant leaves of absence of up to five days without pay to be taken either consecutively or singly. An additional day may be granted by the principal (supervisor) under unusual circumstances.

Section 11.8 Extended Leaves of Absence: Extended leaves of absence may be granted in accordance with School Board policies for educational leaves or for any reason. Requests for these leaves should be submitted in writing to the Employee Services Department for consideration.

Section 11.9 Effect of Leaves in Excess of Six Months: If an employee has a six month continuous leave of absence, that position may be posted as a vacancy. Upon return from leave, the employee will take the next available opening for which qualified, unless the absence was for job-related injury in which case the employee shall be entitled to the least senior position for which qualified.

Section 11.10 Federal Family Leave: Family leave as stated in applicable federal law shall be accommodated within the above guidelines.

Section 11.11 Eligibility for Extended Leaves: Employees not working an average of twenty (20) hours per week shall not be eligible for the benefits of extended leave of absence.

## ARTICLE XII

### INSURANCE BENEFITS

Section 12.1 Selection of Carrier: The selection of the insurance carrier and policy shall be made by the District.

Section 12.2 Eligible Employees: Employees assigned to work six (6) hours per day for at least 172 days over the fiscal year.

Section 12.3 Medical-Hospitalization Insurance:

Subd. 12.31 Single Coverage: Effective September 1, **2018**, the School Board shall contribute **six hundred fifty-four** dollars (**\$654.00**) per month of the premium for single coverage for full-time employees who qualify for and are enrolled in the School District group health and hospitalization plan; effective September 1, **2020** through August 31, **2021**, the School Board shall contribute up to **six hundred seventy** dollars (**\$670.00**) of the premium for single coverage for eligible, enrolled employees.

Subd. 12.32 Family Coverage: Effective September 1, **2018** through August 31, **2020**, the School Board shall contribute **one thousand one hundred fifty** dollars (**\$1,150.00**) per month for full-time eligible and enrolled employees towards the premium for family coverage. Effective September 1, **2020** through August 31, **2021**, the School Board shall contribute **one thousand one hundred ninety** dollars (**\$1,190.00**) per month for full-time eligible and enrolled employees towards the premium for family coverage. Thereafter, the District contribution shall increase by the same dollar amount as the negotiated increase in single coverage.

Subd. 12.33 Dual Spouse Coverage: Effective September 1, **2018** through August 31, **2020**, the District shall contribute up to **one thousand eight hundred fifty** dollars (**\$1,850.00**) per month of the premium for family coverage. **Effective September 1, 2020 through August 31, 2021, the District shall contribute up to one thousand eight hundred sixty** dollars (**\$1,860.00**) per month of the premium for family coverage.

Subd. 12.34 Any additional cost of the premiums shall be paid by the employee via payroll deductions.

Section 12.4 Income Protection (LTD Insurance): For eligible enrolled employees, the District will pay the premium of income protection insurance.

Section 12.5 Term Life Insurance: For all eligible enrolled employees effective on the first of the month following a full month following ratification of this agreement, the District will pay the premiums for a minimum thirty thousand dollar (\$30,000) term life insurance policy. Effective December 1, 2008, the District shall pay premiums for a fifty thousand (\$50,000.00) term life insurance policy.

Subd. 12.51 Supplemental Life Insurance: This benefit is subject to the insurance carrier agreeing to open enrollment for employees to purchase additional amounts of coverage.

Section 12.6 Worker's Compensation: The employer shall provide worker's compensation insurance as required by law with the following provisions: Upon request of the employee who is absent from work as a result of a compensable injury, the employer 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.

Section 12.7 Dental Insurance: Effective September 1, **2018**, for each eligible enrolled employee, the District shall contribute up to **eighty** dollars (**\$80.00**) per month.

Section 12.8 Liability Insurance: The employer shall provide liability insurance on all employees to cover acts of the employees while acting within the scope of their employment. Such policy shall include an errors and omission clause.

Section 12.9 Initial Enrollment: Coverage for those employees not enrolled at the date of contract signing will be covered, subject to carrier approval, on the following first of the month or upon written notice from the carrier, whichever is later.

Section 12.10 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 the result of a denial of insurance benefits by an insurance carrier.

Section 12.11 Duration of Insurance Contribution: An employee is eligible for District contributions provided in this Article as long as the employee is employed by the School District. Upon termination of employment all District participation and contribution shall cease, effective on the last day of employment.

Section 12.12 Extension of Insurance Protection: Health, dental, and life insurance shall continue in force at the employee's expense for all board approved leaves. In the event of employee termination or retirement, the employee may participate in the group health and medical insurance plan for a period as provided by law, at the employee's expense. Payments for the extension of benefits must be received in the District insurance office prior to the first of the month for which coverage is desired. The District will not contribute to the cost of insurance coverage after an employee terminates.

Section 12.13 Insurability: Employees who do not elect participation in the insurance programs within thirty (30) calendar days of initial employment or change participation in the insurance program during the scheduled open enrollment periods shall establish insurability and eligibility as required by the appropriate insurance carrier.

Section 12.14 Eligible Education Support Professionals may elect to participate in the school district flexible spending accounts by enrolling during the open enrollment period.

## ARTICLE XIII

### EXTENDED EMPLOYMENT

Section 13.1 Compensation: The individual compensation shall be on a prorata basis according to the daily rate of pay for the normal contract year as shown in schedule A or B.

Section 13.2 Selection: Extended employment shall be offered to current employees before any outside persons are hired. Extended employment shall be filled by the applicant with the strongest qualifications, greatest experience, and appropriate training. If these are basically equal, seniority will be the deciding factor.

Section 13.3 Fringe Benefits: Persons who are employed for the extended employment period only shall not be eligible for contracted holidays, or any other paid leave provisions. Staff who are employed as regular employees through the regular school year shall be eligible for fringe benefits and paid leaves of absence as prescribed elsewhere in this contract

Section 13.4 Notification: The District will post the number of positions and their locations which will be available from the extended employment program within five (5) days after the determination that an extended employment program will be offered. Current staff will have five (5) days to declare their intent to work and apply for the positions. After the five (5) day limit, current staff who desire extended employment will be employed ahead of other outside persons and for any positions not yet filled or which are added due to needs not anticipated.

## ARTICLE XIV

### SENIORITY

Section 14.1 Seniority: An employee's seniority date shall be based on the date the employee commenced the first day of unit work. Seniority shall continue to accrue while a person is on layoff. The District shall maintain a seniority list covering all employees (Education Support Professionals) with their date of hire and job classification. Equal seniority shall be decided by the lowest employee number.

Section 14.2 Layoffs, Recalls and Assignments: The parties agree that seniority will be a tie breaker in transfers and filling extended employment positions. With layoffs, those staff members lowest in seniority in their particular position (job classification) will be the first to be laid off and the last to be recalled. Those staff members highest in seniority will be the last to be laid off and the first to be recalled.

Subd. 14.3 Recall List: The recall list shall be maintained for two (2) years.

Subd. 14.4 Recall Notification:

- A. When placed on leave, the employee shall file his/her name and address with the Employee Services Department for which any notice of reinstatement or availability of a position shall be mailed. It shall be the responsibility of the employee to provide for forwarding of mail or for address changes. Notification to all employees who are on layoff shall be sent by certified mail. Failure of a notice to reach the employee shall not be the responsibility of the School District if any notice has been mailed as provided herein.
- B. Return: Failure to give written notification personally or by certified mail to District 11 accepting recall within five (5) calendar days after postal verified receipt of notice of recall or position shall constitute an indication that return is not desired. Two (2) years from the date of the layoff without recall shall be the expiration of all right to return unless this date is extended by written mutual consent by both the Board and the Association.

Section 14.5 The Board will be responsible for compiling and keeping the seniority list current. The Board shall supply the Union of said seniority lists on or before April 1st of each year, and any changes thereof as requested.

Section 14.6 Persons shall forfeit seniority for the following reasons:

- A. Termination of employment other than layoff according to provisions of this Article.
- B. Failure to return from authorized leaves of absence unless the leave is extended by mutual consent of the parties.

Section 14.7 Persons shall continue accumulation of seniority while on authorized leaves of absence within the time limits outlined.

## ARTICLE XV

### PROBATIONARY PERIOD

Section 15.1 Probationary Period: An employee under the provisions of this Agreement shall serve a probationary period of 120 days of actual work time in a specific job classification commencing the first day of unit work in that classification; effective upon union ratification of this agreement, the probationary period shall be the equivalent of one school year of actual work (175 days of actual work time for Community School Programmers and 185 days of actual work time for Early Childhood Screeners). During this probationary period, the School District shall have the unqualified right to suspend without pay or discharge; and during this probationary period, the employee shall have no recourse to the grievance procedure for such action. However, a probationary employee shall have the right to bring a grievance on any other provision of the contract alleged to have been violated.



## ARTICLE XVI

### GRIEVANCE AND ARBITRATION

#### Section 16.1 Definitions:

Subd. 16.11 Grievance: A grievance shall mean a complaint by an employee(s) that there has been a violation, misinterpretation or misapplication of the provisions of this Agreement.

Subd. 16.12 Days: Days mean calendar days excluding Saturdays, Sundays, vacation or holidays as provided for in the school calendar.

Subd. 16.13 Reduced to Writing: Reduced to writing means a concise statement outlining the nature of the grievance, the point of contention or disagreement and the relief sought.

Subd. 16.14 Answer: Answer means a concise response outlining the employer's position and action on the grievance.

Subd. 16.15 Grievant(s): Grievant(s) mean an individual employee or group of employees.

Subd. 16.16 Denial of Grievance: Failure by the School Board or its designated 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.

Subd. 16.17 Named Official: The School District reserves the right to name a designee for the named official in any level of the grievance procedure.

Subd. 16.18 First Level Supervisor: First Level Supervisor means the supervisor/principal/administrator to whom the employee reports.

Subd. 16.19 Second Level Supervisor: Second Level Supervisor means the assistant superintendent/president/supervisor to whom the first level supervisor reports.

Section 16.2 Level I: Whenever an employee or group of employees has a grievance, the aggrieved shall complete and submit the District grievance form to the first level supervisor within twenty (20) days of the alleged grievance. If the grievance cannot be resolved by the first level supervisor within ten (10) days, the first level supervisor shall formally meet with the grievant within five (5) days and reduce to writing his/her answer and submit it to the grievant(s) within three (3) days. At this level and all subsequent levels the grievant(s) may request that an Association representative or any other persons represent them and be present at any and all meetings with the employer agent.

Section 16.3 Level II: If there is no resolution to the grievance at Level I, the grievant(s) shall, if the grievance is to be pursued, reduce to writing the grievance and within ten (10) days submit it to the second level supervisor. Within seven (7) days the second level supervisor or his/her designee will meet with the grievant(s) and reduce to writing their answer.

Section 16.4 Level III: If there is no resolution of the grievance at Level II, the grievant(s) shall, if the grievance is to be pursued, reduce to writing the grievance and within ten (10) days submit it to the General Counsel. Within seven (7) days the General Counsel shall meet with the grievant(s) and reduce to writing her/his answer.

Section 16.5 Arbitration: If there is no resolution at Level III, the grievant(s) may request arbitration. Such a request to the General Counsel will be within ten (10) days of receipt of the Level III answer. The General Counsel, the grievant(s), or union representative shall request from the Bureau of Mediation Services (BMS) a list of five (5) names. The parties shall alternately strike names from the list of five (5) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance within thirty (30) days of his/her selection.

Section 16.6 Hearing: The arbitrator shall schedule a hearing de novo at which each party shall have the right to representation as they may choose and the opportunity to submit evidence, offer testimony and make written or oral arguments relating to the grievance.

Section 16.7 Jurisdiction: The arbitrator shall have jurisdiction over disputes properly brought before him/her pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to, subtract from or modify the terms of this Agreement.

Section 16.8 Decision: The decision of the arbitrator shall be rendered within thirty (30) days after the close of the hearing. The arbitrator shall have the power to make appropriate awards and his/her decision shall be binding.

Section 16.9 Expenses: Each party, employer and employee, shall bear fifty (50%) percent of the fee and expenses of the arbitrator. The cost of the transcript or recording of the hearing, if requested, shall be borne by the requesting party. A request for a copy of a transcript already prepared for one of the parties shall cause the second party to share equally in transcription costs.

Section 16.10 Processing of Grievance: The processing of all grievances shall be during normal work days, and employees shall not lose wages due to their participation. Processing shall be defined as meetings with the administration to discuss the grievance.

Section 16.11 Computation of Time: The count of days will begin the first day after the alleged violation occurred or after receiving a written complaint or answer. Correspondence sent by certified or registered mail having a postmark date within the time limit shall meet the time requirement

Section 16.12 Time Limits and Level Waiver: Failure to adhere to the time limits may result in forfeiture of the grievance, or in the case of the employer, automatically mean the grievance is denied. The parties, by mutual written agreement, may waive any step and extend any time limits in this procedure.

## ARTICLE XVII

### 403(b) AND RETIREE HEALTH INSURANCE

Section 17.1 403(b): All employees who are eligible for insurance as set forth in Article XII are eligible to receive up to one thousand five hundred dollars (\$1500.00) in a 403(b) matching program. Effective July 1, 2013, each eligible employee with at least ten (10) years of seniority is eligible to receive up to two thousand dollars (\$2000.00) in a 403(b) matching program. The maximum individual lifetime matching contribution by the District shall be forty thousand dollars (\$40,000.00).

Section 17.2 Retiree Health Insurance: Effective following Board adoption of this agreement, employees who have at least ten (10) years of seniority with the District, are immediately eligible for a Minnesota state retirement pension, and who notify the superintendent of intended retirement no later than March 1 and are enrolled in the health and dental insurance plans, may elect to continue to participate in the District's health and dental insurance programs. The value of accumulated unused sick leave over 100 sick leave days shall be allocated to the Health Care Savings Plan for benefit eligible enrolled employees.

Section 17.3 Mandatory Retirement: Retirement shall be mandatory only to the extent required by law.

## ARTICLE XVIII

### COPY OF AGREEMENT

Section 18.1 Publishing: The School District shall post this Agreement on its website; copies will be provided to employees upon request.

## ARTICLE XIX DURATION

Section 19.1 Effective Dates: This Contract will be effective for the period July 1, **2018** through June 30, **2021** or thereafter as provided by PELRA.

## ARTICLE XX

### SEVERABILITY

Section 20.1 Law: If any provision of this Agreement is or shall at any time be contrary to law then such provision shall not be applicable or performed or enforced, and substitute action, if any, shall be subject to appropriate consultation and negotiation between the parties. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions in the Agreement shall continue in effect.

ARTICLE XXI

DOCUMENT AUTHORIZATION

Section 21.1 Document Authorization: In witness whereof the parties hereto caused this contract to be signed by their respective presidents, attested by their chief negotiators and their signature to be placed herein, all on the day and year first above written.

ASSOCIATION GROUP

BOARD OF EDUCATION

[Signature]

Anno Heinrich

[Signature]

[Signature]

[Signature]

Chairperson

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

General Counsel

Dated: 5/20/19

Schedule A

Salary Schedules for Community School Programmers

<u>2018-19</u> Step Movement			<u>2019-2020</u> Step Movement			<u>2020-2021</u> Step Movement	
2017-18 STEP	2018-19 STEP	RATE	STEP	RATE	STEP	RATE	
1	1	17.20	1	17.40			
2	2	17.70	2	17.90	2	18.75	
3	3	18.25	3	18.45	3	19.30	
4	4	19.00	4	19.20	4	20.20	
	5*	19.75	5**	19.95	5	20.95	

**\*Returning employees who were on step 4 in 2017-18 will receive an additional \$0.40/hour on step 5 in 2018-19.**

**\*\*Returning employees who were on step 5 in 2018-19 will receive an additional \$0.65/hour on step 5 in 2019-20.**

Pay periods shall be every other Friday during the term of employment.

Hours and Days of Service: The number of duty days per year and hours per day will be established by the District at the beginning of each year with modifications being made by mutual agreement between the District and the employee to meet program needs and changes. The normal work year shall be 172 days plus three (3) paid holidays; the work week shall be 4 or 5 days per week as determined by the supervisor. No more than an average of one Saturday may be worked each month by an employee at regular pay, any more than an average of one Saturday per month shall be paid at one and one-half times the employee's regular hourly rate. All Saturday work must be preapproved by an employee's supervisor.

Holidays: Community School employees shall be paid for three (3) holidays. The amount of holiday pay shall be based on the assigned hours per day for the position as established by the District.

Sick Leave: Sick leave shall be based on the day worked; therefore an employee who is assigned to a four day week with ten hours in each day shall receive a sick day based on ten hours, not eight hours. Conversely an employee who works four hours per day shall receive a sick day based on four hours, not eight hours.

Layoff or reduction in time notice: The District will make every effort to notify any employee at least thirty days in advance if said employee is proposed to be placed on layoff or reduced in time

in order to ensure that the District has proposed to layoff or reduce the least senior person in any given job classification. The District will make every effort to notify Community School Programmers of their continued employment for the calendar periods September 1 - December 31 by August 15 of each year and for calendar periods January 1 - May 31 by December 1 of each year.

Schedule B

Salary Schedule for Early Childhood Screeners

<u>2018-19</u> Step Movement			<u>2019-2020</u> Step Movement			<u>2020-2021</u> Step Movement	
2017-18 STEP	2018-19 STEP	RATE	STEP	RATE	STEP	RATE	
1							
2	2	26.75					
3	3	27.75	3	27.75			
	4	28.80	4	28.80	4	28.80	
4	5	29.95	5	29.95	5	29.95	
	6	30.75	6	30.75	6	30.75	
			7	31.25	7	31.75	

Hours and Days of Service: The work schedule shall be up to eight (8) consecutive hours per day, including a 1/2 hour unpaid duty free lunch, at times and days designated by the supervisor. The normal work year shall be 185 days scheduled as established by the supervisor. Less than 185 days may be worked if the employee is part-time or is under an approved job sharing assignment. Any changes to the calendar are subject to meet and confer with the Association.

Job Sharing: The term job sharing shall mean the practice of two (2) or more persons employed by the District to share a full-time screener position. The following conditions shall apply:

- Eligibility: Screeners assigned to job sharing must be able to assume full-time positions if vacancies occur in the other portion(s) of their job share position.
- Job share agreement: All screeners assigned to job share positions will sign an agreement with the District defining their employment for the duration of their assignments. Service or job share partners must be scheduled to permit coverage of the full assignment.
- Renewal: Job shares are approved on a one-year-only basis and may be renewed on a yearly basis by agreement of the screeners, supervisor, and Employee Services.