

Education Support Specialist  
Master Agreement  
Monticello Public Schools

July 1, 20~~21~~23 to June 30, 20~~23~~25

INDEPENDENT SCHOOL DISTRICT #882  
AND SCHOOL SERVICE EMPLOYEES SEIU LOCAL 284

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## **ARTICLE I PURPOSE**

### **Section 1. Parties:**

This Agreement, entered into between the School Board of Independent School District #882, Monticello, Minnesota, hereinafter referred to as the School Board and the School Service Employees Local 284, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 and amended in 1973, hereinafter referred to as the P.E.L.R.A. of 1971, to provide the terms and conditions of employment for Education Support Specialist members during the duration of the agreement.

## **ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

### **Section 1. Recognition:**

In accordance with the P.E.L.R.A. of 1971, the School Board recognizes School Service Employees Local 284 as the exclusive representative for Education Support Specialist members employed by the School Board of Independent School District #882, which exclusive representative, shall have those rights and duties as prescribed by the P.E.L.R.A. of 1971 and as described in the provisions of this Agreement.

### **Section 2. Sole Bargaining Representative:**

Recognizing that the Union is required by the provisions of the State of Minnesota Labor Relations Act to be the sole bargaining representative of all employees within the coverage of this Agreement, without regard to membership in the Union, the School Board hereby agrees that it will not recognize or negotiate with any other person, association, group, committee or entity other than the Union with respect to such matters and will deal solely through the agency of and with the Union.

With the authorization of the employee, each employee shall have the right to request and be allowed dues check off for the Union. The employee request shall be in the form of a written authorization, online sign-up or audio-recorded phone authorization submitted to the Union. The Union shall provide the District with the appropriate form of authorization (examples of appropriate form are: paper, electronic file, audio file) for dues/premier member dues deduction.

The School District agrees to honor and implement all the terms of dues-checkoff authorizations submitted by the Union and agreed to by the employee. The School District shall adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, procedure for revocation, amount of dues deducted (including premier member) and all other provisions agreed to by the employee as stated in the authorization, irrespective of the employee's membership in the Union. Such dues shall be remitted to the Union monthly.

Subd. 1. It is in the interest of the employer and the Union that all newly hired employees are informed of their rights, obligations and the benefits of their employment with the District. Accordingly, the District shall inform the union representatives and steward(s) of all new hires immediately upon hire.

Each newly hired bargaining unit employee shall, during the employee's first ten (10) days of employment, be scheduled at a time mutually agreeable to the parties for an orientation which shall be provided by the Union. The Union orientation period shall be one (1) hour, and shall take place during the employee's regular working hours with no loss of pay to the employees involved.

The District will be absent from the room during the new employee orientation. The Union agrees to not disparage the District during this session.

### **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 the Agreement, the terms "Monticello Public Schools' Education Support Specialist" shall mean all persons in the appropriate unit employed by the School Board excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of twelve (12) hours per week or 35% of the work week, employees who hold positions of a temporary or seasonal character for a period not in excess of sixty-seven (67) full working days in any calendar year and emergency employees.

#### **Section 3. Other Terms:**

Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A. of 1971.

### **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.

#### **Section 2. Management Responsibility:**

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 obligation to provide educational opportunity for the students of the School District.

Section 3. Effect of Laws, Rules and Regulations:

The exclusive representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by the School Board rules, regulations, directives and orders, issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and 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 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 rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

**ARTICLE V  
EMPLOYEE RIGHTS**

Section 1. Right to Views:

Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or their 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, as long as the same is not designated 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 employment for employees of such unit with the School Board.

Section 3. Request for Dues Check-Off:

Employees shall have the right to request and be allowed dues check off for the employees organization 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 the P.E.L.R.A. of 1971. Upon receipt of a properly executed authorization card of employees involved, the School District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization during the period provided in said authorization.



Section 4. Union Business:

The School District shall not deduct the pay of elected officers or appointed representatives involved in/or conducting Union business. The School District shall afford reasonable time off to elected officers or appointed representatives of the exclusive representative and shall, upon request, provide for leaves of absence to elected or appointed officials of the exclusive representative.

The School District shall grant with pay ten (10) days, of which four (4) days may only be used for negotiations or issues related to the contract, to be used during the ~~2021-2023~~ 2023-25 contract for business covered under this provision.

**ARTICLE VI  
RATES OF PAY**

Section 1. Rates of Pay:

Subd. 1. The wages and salaries reflected in Appendix A, attached hereto, shall be a part of the Agreement for the period commencing July 1, ~~2021-23~~ and continuing through June 30, 2023-25.

Subd. 2. The School Board reserves the right to withhold a salary increase in individual cases when it can be shown that a demonstrable deficiency in the performance of an individual employee necessitates such action.

Subd. 3. Salary increases shall be effective on July 1<sup>st</sup> of each contract year. Those employed prior to January 15<sup>th</sup> will qualify for a full second step. Those employed January 15<sup>th</sup> or later will qualify for a pro-rated raise.

Subd. 4. Employees shall have the option of having their annual salary paid over nineteen (19) or twenty-four (24) pay periods.

Section 2. Mileage Reimbursement:

The rate of reimbursement per mile, as determined by policy established by the School Board, shall be paid for the use of personal vehicles for field trips and other business.

Section 3: Retroactive Pay:

Any changes to rates of pay or benefits shall be retroactive as negotiated in the new agreement for all active employees and employees who retired in good standing who completed work during the contract period. For the 2023-25 master agreement, no retroactive pay will be issued for the dates July 1, 2023 through October 31, 2023.

**ARTICLE VII  
SENIORITY RIGHTS**

The Board recognizes that the purpose of seniority is to provide a declared policy as to the order of lay-off and recall of employees, and advancement or promotion. Three weeks' notice shall be given an employee who is to be laid off. The seniority date in Column B shall be the employee's first date of actual work as a Education Support Specialist. This column shall be used for the bumping process and longevity. For employees with a seniority date in Column A, the date will be used to calculate eligibility for additional personal leave and deferred matching. Employees hired prior to July 1, 1999 have seniority dates and ties have been determined. For employees hired on or after July 1, 1999, ties in seniority dates shall be broken using the last four digits of each Education Support Specialist's social security number. The employee with the highest number shall be placed on the seniority list first, followed by the next highest number. The order for layoff and recall shall be as follows:

- a. If an employee's position is eliminated or reduced one-half (1/2) hour or more per day, the employee may bump the least senior employee with the closest number of hours, with a maximum increase of no more than one (1) hour per day. Part-time employees may not bump into full-time positions regardless of seniority.
- b. Employees choosing to accept a position of less hours/day and employees who do not have the seniority to bump shall be placed on the recall list for one (1) year or until recalled to a position equivalent to their previous hours/day.
- c. An employee may choose not to exercise ~~his/her~~ **their** bumping right and be placed on the recall list for one (1) year.
- d. Recall shall be by seniority and meeting the qualifications for the position.
- e. All vacancies shall be posted in Accordance with Article X.
- f. If a former employee elects not to return to work when recalled to a position equivalent in hours to the position the employee held before layoff, the employee shall lose seniority rights. An employee who is properly discharged or resigns shall forfeit seniority and, in the event of re-employment, seniority rights shall begin as of the date of re-employment. Promotion will be based on seniority and the applicant's qualifications to fit the job description.

## **ARTICLE VIII LEAVES OF ABSENCE**

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

Subd. 1. All-Education Support Specialists shall earn sick leave at the rate of nine (9) days annually at the start of each school year, but only a maximum of one hundred and twenty (120) sick leave days will carry over as of June 30<sup>th</sup> of each year. **Beginning July 1, 2024, all Education Support Specialists shall earn sick leave at the rate of ten (10) days annually at the start of each school year, but only a maximum of one hundred and twenty (120) sick leave days will carry over as of June 30th of each year.**

Subd. 2. Unused sick leave days may accumulate to a maximum credit of one hundred and twenty (120) sick leave days of sick leave per employee.

Subd. 3. Sick leave with pay shall be allowed by the School Board whenever an employee's absence is found to have been due to illness which prevented attendance at school and performance of duties on that day or days.

Subd. 4. Sick leave allowed shall be deducted from the accumulated sick leave days earned by the employee.

Subd. 5. Up to sixty (60) days, per occurrence of accumulated sick leave may be used in case of serious illness, death, or emergency for spouse and children. Up to seven (7) days, per occurrence of accumulated sick leave may be used for sisters, brothers, parents, father-in-law, mother-in-law, grandparents, grandchildren, brother-in-law, sister-in-law, son-in-law and daughter-in-law.

Subd. 6. In the event the School District suspects abuse of use of sick leave by a Education Support Specialist, a doctor's certificate verifying the illness may be requested. This certificate shall be obtained and presented to the administration with the Education Support Specialist assuming the complete cost.

Subd. 7. Sick leave balances shall be reported on employee self serv.

Subd. 8. In the case of death, only for aunt and uncle, one sick leave day may be used to attend the funeral.

Subd. 9. Additional sick leave days may be granted for a funeral, at the discretion of the Superintendent or designee for other individuals not listed in the above subdivisions.

## **Section 2. Personal Leave:**

Subd. 1. An employee may be granted two (2) days of leave per year for personal business, at the discretion of the building Principal, providing no other time is available. An additional personal day shall be granted to all employees at the beginning of the school year of their 20<sup>th</sup> year of service to the School District as a Education Support Specialist. (Example: If hired between July 1, 1997 and June 30, 1998, you will be eligible at the start of the 2016-2017 school year.) For those Education Support Specialists with a date in seniority list Column A, Article VII, Section 1 shall apply. The building Principal may exercise discretion to prevent an overburdensome number of Education Support Specialists from being gone at one time.

Subd.2 Education Support Specialists that work twelve (12) or more days in the summer will earn additional personal time. Additional personal time will be awarded equal to one day using the average daily hours worked in the summer. Summer personal leave time will carry into the following school year.

Subd. 3 The request must be made to the Building Principal at least one week prior to the proposed leave date, whenever practical, and receive approval prior to the day the leave is taken, if possible, but no reason has to be stated for said leave.

Subd. 4. Personal leave allowed shall not be deducted from the accumulated sick leave days earned by the employee.

Subd. 5. Any employee with unused personal leave days at the end of the school year, will have those days, up to a maximum of two (2), carried over and added on to the following year. A maximum of four (4) days may be stored for those Education Support Specialists not having reached their 20<sup>th</sup> year of service, and a maximum of five (5) days for those Education Support Specialists having reached their 20<sup>th</sup> year of service. Four (4) or five (5) days may be used consecutively.

### 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 accumulated sick leave.

Subd. 2. A deduction shall be made from the employee's accumulated sick leave time according to the pro rata portions of days of sick leave or vacation time which is used to supplement Worker's Compensation.

Subd. 3. Such payment shall be paid by the School District to the employee only during the period of disability.

Subd. 4. In no event shall the additional compensation paid to the employee by virtue of sick leave result in the payment of a total daily, weekly or monthly compensation that exceeds the normal compensation.

Subd. 5. 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 pursuant to this policy shall show the Worker's Compensation check to the School District prior to receiving payment from the School District for the absence.

### Section 4. Child Care Leave:

Subd. 1. A child care leave may be granted by the School District, subject to the provisions of this section, to one (1) employee-parent of a natural or adopted infant child, provided such employee-parent is caring for the child on a full-time basis.

Subd. 2. An employee making an application for child care leave shall notify the Superintendent in writing of the request to take the leave at least three (3) calendar months before commencement of the intended leave. The employee shall include in the application for child care leave, the commencement date and return date of the requested leave. At this time, the employee shall also provide a physician's statement indicating the estimated date of delivery of the child.

Subd. 3. In making a determination concerning the commencement and duration of a childcare leave, the School Board shall not, in any event, be required to:

Grant any leave more than twelve (12) months in duration, or;

Permit the employee to return to employment prior to the date designated in the request for a child care leave.

Subd. 4. If the employee complies with all provisions of this section and a child care leave is granted by the School Board, the School Board shall notify the employee in writing of its action.

Subd. 5. An employee returning from child care leave shall be reinstated in a position for which ~~he/she is~~ **they are** qualified unless previously discharged or laid off.

Subd. 6. Failure of the employee to return pursuant to the date determined in this section shall constitute grounds for termination of employment unless the School District and the employee mutually agree in writing 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 previous experience credit and unused time accumulated under the provisions of this agreement at the commencement of the beginning of the leave. The employee shall not accrue additional experience credit while on child care leave.

Subd. 8. An employee on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as they wish to retain, commencing with the beginning of the child care leave. The right to continue participation in such group insurance programs will terminate if the employee does not return to the District pursuant to this section.

Subd. 9. The parties further agree that a child care leave of absence shall be granted within one (1) of the following sections:

a. Child Birth Leave: Child birth leave with pay utilizing sick leave for a part or all of a female employee's leave, but only for the period of time that a doctor certifies that the employee is incapacitated, or to the extent of the total sick days accumulated, whichever occurs first.

b. Child Care Leave: Child care leave without pay as per this agreement. No leave shall be for more than twelve (12) months in duration.

Combination Child Birth and Child Care Leave: A combination of child birth leave with pay, but only for the period of time that a doctor certifies that the female employee is incapacitated, or to the extent of the total accumulated sick leave, whichever occurs first and child care leave without pay for the balance of the leave as per this agreement. No leave shall be more than twelve (12) months in duration.

## **ARTICLE IX HOURS OF SERVICE**

### **Section 1. Basic Work Week:**

A basic workweek shall consist of up to forty (40) hours, inclusive of lunch, for full-time and part-time employees, unless otherwise requested by the employee and concurred with by the immediate supervisor. Hours worked in addition to forty (40) hours per week shall be paid at the rate of one and one-half (1 ½) times the individual's hourly rate of pay. Prior approval for working overtime shall be obtained from the immediate supervisor.

Subd. 1.-Education Support Specialists that are required to work special functions to service their students will be paid for two (2) hours or actual hours worked whichever is greater.

### **Section 2. Part-time Employees:**

The School Board reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis.

### **Section 3. Shifts and Starting Time:**

All employees will be assigned starting times and shifts as determined by the School Board.

### **Section 4. Lunch Period:**

Education Support Specialists working six (6) hours or more per day shall be provided a thirty (30)-minute paid lunch period during which time employees are available for emergency needs.

### **Section 5. School Closing:**

In the event that school begins late or is closed early for any emergency, the employees would receive that day's pay. Employees may be permitted to go home before the end of the working day when school is closed for an emergency without reduction in their day's pay. Notification as to when the employees may leave will come from the Superintendent of Schools or designee.

Subd. 1. In the event schools are closed due to a snowstorm or other emergency, Education Support Specialists will suffer no loss of pay for the fourth occurrence of the school year, or if school is called by the Governor but the District has the right to require employees report. **ESS employees will be compensated for E-Learning Days if required by MN Statute.** For other days school is closed for a snowstorm or other emergency, Education Support Specialists shall have the option of using a personal leave day to receive their full pay for that day or the option of using ~~two (2)~~ **one (1)** sick leave days to receive their full pay for that day or take the day unpaid.

**Section 6. Holidays:**

There shall be eight (8) paid holidays for all employees covered under this Agreement.

Subd. 1. The following days will be observed as holidays: Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day, Presidents' Day, Good Friday, Memorial Day, and Labor Day.

Subd. 2. Overtime pay shall be paid for employees who are called upon to work on a holiday, plus holiday pay.

Subd. 3. The amount of hours in a paid holiday shall be calculated by dividing the employee's regular weekly assigned hours by five (5).

**Section 7. Time-Off Provision:-**

~~A public employer must afford reasonable time off to elected officers or appointed representatives of the exclusive representative for the purposes of conducting the duties of the exclusive representative and must, upon request, provide the leaves of absence to elected or appointed officials of the exclusive representative.~~

**Section 8 7. Safety:**

The employer and employees shall comply with all laws and regulations of the State of Minnesota and O.S.H.A. which govern the safety of employees and of building occupants.

**Section 9 8. Daily Rate of Pay:**

For the purposes of calculating the daily rate of pay, in the 2020-2021 school year and going forward, the District will use the number of student contact days, two (2) staff development days, two (2) additional four-hour Education Support Specialist workshop days, plus holidays for all Education Support Specialists working the full contract year.

One Education Support Specialist workshop day shall be prior to the start of the school year and one will be in February of the year, the two additional four-hour Education Support Specialist workshop days will be scheduled as determined by the Superintendent or designee.

Education Support Specialists hired after the start of the contract year shall have their rate prorated based on the number of days they work during that contract year.

## ARTICLE X VACANCIES

### Section 1. Job Posting:

New positions or vacancies will be posted in each building for a period of five (5) working days on a ~~a bulletin board provided in an appropriate area~~ the District's webpage and delivered to all District employees via email. ~~During the summer months (between the last student contact day of one (1) year and the first student contact day of the next), position postings will be sent to any bargaining unit employee who provides the District with a self-addressed, stamped envelope.~~ During the summer months, employees shall have seven (7) working days from the date of the posting, excluding weekends and holidays, to submit their application for a position. If a position held by an employee changes by one-half (½) hour or more, or goes from part-time to full-time, the position will be posted.

Applications of the interested parties for all openings should be sent to Human Resources. The leading candidates whose background and abilities best meet the requirements of the posted position will be called in for an interview by the Superintendent or designee.

The Superintendent or designee, utilizing the various data that has been made available, will recommend the senior leading candidate to be given the open position.

The selection of the candidate for the position will be made in not less than seven (7) working days after the completion of the posting of the position. A copy of the letter to the candidate(s) selected for the position shall be sent to the appropriate supervisor. Seniority shall prevail for all positions and it will be filled by the senior qualified employee who applies. If the skill and ability of the employees involved are reasonably equal, seniority shall be the determining factor. Any senior applicant not granted a position has the right to request through the Union steward the reasoning behind the administration's rejection of the application with the intent being to increase or correct any qualifications that are lacking in order to be considered in future job postings.

### Section 2. Summer Positions:

~~An available summer position will be offered first to the employee regularly holding the position or a similar position, next to other Education Support Specialists who regularly hold the same type position on a seniority basis, then the senior qualified applicant from the bargaining unit. Should a summer position not be able to be filled by this procedure, the position may be filled by an outside applicant. For casual employment, the District will offer the task first to the individual who holds that job in the regular school year. If the employee is unable to work within five (5) days of the request, the District reserves the right to hire someone else to perform the service required.~~

### Section 3.2. Internal Positions:

An employee may not apply for a posted internal position within the Education Support Specialist bargaining unit within one (1) school year of starting a new position within the Education Support Specialist bargaining unit. (i.e., Education Support Specialist X starts a new position on October 1<sup>st</sup> and may not apply for another posted internal position until the end of



the school year). **A second move would be allowed when a newly created job is posted within the unit. This Limitations on movement** will not apply to individuals who were forced to move into a position due to the bumping process, if they are forced to move for health reasons, or if they will benefit from an increase in hours.

#### Section 4. Combining Positions:

If an employee holds a position within the District and applies for an additional position, the combination of the two (2) positions being six (6) hours or greater, the position created by the combination of the two (2) jobs must be posted as a new singular position.

## **ARTICLE XI GROUP INSURANCES**

### Section 1. Group Hospitalization Insurance and Health Savings

Subd. 1. Selection: The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Subd. 2a. Health and Hospitalization Insurance: The School Board shall contribute a sum of ~~\$1,810~~ **\$1,903** per month for the ~~2021-2022~~ **2023-24** school year and ~~\$1,903~~ **\$2,138** per month **(family coverage) or \$975 per month (single coverage)** for the ~~2022-2023~~ **2024-25** school year toward the premium for coverage for each full-time Education Support Specialist employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. "Full-time" means at least thirty (30) hours per week. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Subd. 2b. Health Savings - The District contribution will be as follows:

#### **Single Policy**

District contribution of \$1,015 per year

#### **Family Policy**

District contribution of \$2,000 per year

Subd. 3. Claims Against the School District: It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Subd. 4. In the event that the District contribution for family and/or single hospitalization coverage for certified personnel of District #882 is increased, such increase will also be granted to personnel according to insurance policy language.

Subd. 5. Duration of Insurance Contribution: A Education Support Specialist is eligible for School District contribution as provided in this Article as long as the Education Support Specialist is employed by the School District. Upon termination of employment, all District contribution shall cease.

Section 2. Long Term Disability Insurance:

Subd. 1. Selection: The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Subd. 2. The School Board shall contribute a sum of up to \$140.00 for the ~~2021-2023~~ **2023-25** school year toward the premium for coverage for each full-time Education Support Specialist employed by the School District who qualifies for and is enrolled in the School District group long term disability plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Subd. 3. Claims Against the School District: It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Subd. 4. Duration of Insurance Contribution: A Education Support Specialist is eligible for School District contribution as provided in this Article as long as Education Support Specialist is employed by the School District. Upon termination of employment, all District contribution shall cease.

Section 3. Dental Insurance:

Subd. 1. Selection: The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Subd. 2. Dental Insurance: The School Board shall contribute a sum of up to \$90.00 per month for the ~~2021-2023~~ **2023-25** school years toward the premium of a dental insurance policy. This policy will be available for each full-time-Education Support Specialist employed by the School District who qualifies for and is enrolled in the School District dental insurance plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Subd. 3. Claims Against the School District: It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Subd. 4. Duration of Insurance Contribution: A Education Support Specialist is eligible for School District contribution as provided in this Article as long as the Education Support

Specialist is employed by the School District. Upon termination of employment, all District contribution shall cease.

Section 4. Life Insurance:

Subd. 1. Selection: The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Subd. 2. Life Insurance: The School Board shall provide without cost to each employee a \$50,000 term life insurance policy. This policy will be available for each Education Support Specialist employed by the School District who qualifies for and is enrolled in the School District life insurance plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Subd. 3. Claims Against the School District: It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Subd. 4. Duration of Insurance Contribution: A Education Support Specialist is eligible for School District contribution as provided in this Article as long as Education Support Specialist is employed by the School District. Upon termination of employment, all District contribution shall cease.

Section 5: Liability Insurance:

Subd. 1. The School Board will pay the total cost of School District liability insurance for employees covered under this Agreement.

**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 a person or agent designated by such party to act in their behalf.

Section 3. Definitions and Interpretation:

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 weekdays not designated as holidays by state law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver:

Grievance 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 twenty (20) days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time period's hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School Board's designee.

Section 5. Adjustments 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 twenty (20) days after receipt of the appeal. Within twenty (20) 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 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 reverse 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. No grievance shall be considered by the arbitrator unless the grievance has first progressed through the grievance levels identified in Section 5 above, or unless the parties have mutually agreed to an expedited arbitration whereby one or more of the grievance levels has been bypassed in favor of expedited arbitration.

Subd. 2. Selection of Arbitrator: A request to submit a grievance to arbitration and to obtain a list of arbitrators from the Bureau of Mediation Services (BMS) must be made to the BMS in writing (carbon copy to the office of the ISD 882 Superintendent) within ten (10) days following the decisions in Level III of the grievance procedure. Upon receipt of the randomly selected list of arbitrators from the BMS, the parties shall attempt to agree upon an arbitrator. If no agreement can be reached, the arbitrator will be selected by the parties alternately striking arbitrators from the list until one is selected. A draw of lots will determine which party strikes first.

Subd. 3. Submission of Grievance Information: After the arbitrator has been selected, the parties and the arbitrator will select a mutually convenient date for the arbitration hearing. No less than five (5) days before the arbitration hearing the parties shall exchange and provide the arbitrator with a submission which shall include the following:

The issue involved.

A statement of the facts.

The position of the grievant.

The written documents relating to Section 5, Article X, of the grievance procedure. (The written grievance form, appeal letters and grievance level I, II and III decisions.)

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties 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 de novo.

Subd. 5. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties subject, however, to the limitations of arbitration decisions as provided by in the P.E.L.R.A.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party and at the expense of the requesting party. If the opposing party desires a copy of the transcript or recording, and is willing to share equally in the expense, a copy will be provided to the opposing party. The parties shall share equally fees and expenses of the arbitrator and any other expenses, which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 7. 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 and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public School Boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

### **ARTICLE XIII PUBLIC OBLIGATION**

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

The exclusive representative agrees, therefore, that during the terms of this contract neither the exclusive representative nor any individual employee shall engage in any strike as defined by the P.E.L.R.A. The parties agree that procedures affecting this Article are provided for by P.E.L.R.A. and, therefore, shall not be subject to the grievance or arbitration procedure.

**ARTICLE XIV**  
**PROBATION, DISMISSAL AND LAYOFFS**

*Section 1. Probation Period:*

All newly employed Education Support Specialists shall be on probation for a period of 120 school days. Continued employment during this period shall be vested solely in the School Board. Subsequent to that period the employee shall attain permanent status subject to the following:

Employees on permanent status may be dismissed only for cause. ~~Suspension and dismissal shall be by Board action.~~

*Section 2. Dismissal:*

The Union representative of Local 284 may discuss with the Administration those causes for discharge; however, the decision of the School Board shall be final except as defined under the grievance procedure.

*Section 3. Layoffs:*

Three (3) weeks' notice shall be given an employee who is to be laid off.

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**ARTICLE XV**  
**DEFERRED MATCHING CONTRIBUTION PLAN**

*Section 1. Eligibility:*

Any Education Support Specialist who has completed five (5) years of service with the School District shall be eligible for a matching deferred compensation plan in accordance with Minn. Stat. 356.24 and the terms set out below. The School District shall contribute annually an amount equal to the amount contributed by the employee subject to the limits listed below.

All Education Support Specialists employed after July 1, 2006 shall not be eligible for the severance pay outlined in Article XVI of the Master Agreement. Such Education Support Specialists shall only be eligible to participate in the matching plan. Participation in the plan shall be based on years of service in the School District. There will be no guaranteed payout at the conclusion of a Education Support Specialist service with the School District.

Any Education Support Specialist eligible for severance pay under Article XVI of this master agreement will continue to be eligible to receive retirement pay as set forth therein. Such Education Support Specialists may also participate in the School District's matching plan. The total contribution of severance pay (Article XVI) plus lifetime matching School District contribution shall not exceed the severance value computed from Article XVI. Upon a Education Support Specialist's retirement, the total amount of the School District matching contribution to a Education Support Specialist's matching account shall be deducted from any severance under Article XVI of the Master Agreement.

*Section 2. Education Support Specialist Match:*

The School District will make the foregoing matching contribution to only those Education Support Specialists choosing to participate in an approved Education Support Specialist's match

account offered by the School District. The School District's matching contribution will be dollar-for-dollar as required under Minn. Stat. Section 356.24, up to 2% of gross salary. Education Support Specialists may contribute any dollar amount up to or in excess of the maximum yearly School District match, but the annual limit on the amount individual Education Support Specialists may contribute to ~~his/her~~ **the employee's** match account shall be governed by the applicable sections of the Internal Revenue Code and the regulations promulgated there under. If a Education Support Specialist chooses not to match the School District annual contribution, the unmatched portion is forfeited for that year. If the employee contributes less than the maximum yearly allowed contribution, The School District portion will be equally reduced. The reduced amount is forfeited for that year.

**Section 3. Approved Plans:**

The School District will make matching contributions only to deferred compensation plans offered by the pre-approved vendors selected by the School District, as set out in policy.

**Section 4. Intent to Participate/Enrollment Period:**

By September 8, eligible employees shall declare their intent to participate in the matching deferred compensation plan by submitting a signed salary reduction form to the payroll office. The plan year shall be from September 1<sup>st</sup> to the following August 31<sup>st</sup>. A salary reduction form shall be binding until a new salary reduction form is presented to the employer. The employee is solely responsible for filing salary reduction form.

Failure to participate in any given year shall result in the loss of benefit for that year, which cannot be made up in subsequent years. If the employee stops ~~his/her~~ **their** contribution at any time during the year, it cannot be restarted until the following year.

**Section 5. Discontinuance of Service:**

Individuals who, for whatever reason, leave the service of the School District prior to eligibility for the balance of the payout shall retain ownership of School District contributions and personal contributions made on their behalf to the date of discontinuance of service. The School District shall retain no current or future liabilities for said investment programs as a result of the severing of service.

**Section 6. Portfolio Management:**

The management of both the individual and School District contributions shall be solely the responsibility of the employee in whose name the contributions have been made. The School District assumes no current or future liability of contributions made to these plans or for investment earnings (losses) which may accrue to these portfolios as a result of investment decision which are made by the employee.

**Section 7. Hold Harmless Provisions:**

Employees are not to construe the Plan or the School District contributions to the Plan or the opportunity of the employee to match such contributions as legal, tax, or investment advice by the School District. The School District has neither reviewed nor approved any investment programs which the employee may obtain by way of contributions under the Matching Plan.



The employee agrees to indemnify and hold harmless the School District from any adverse investment experience arising from or connected with contributions to the Matching Plan.

## **ARTICLE XVI SEVERANCE PAY**

At the time of retirement, up to thirty (30) days, or 240 hours, whichever is greater, of accrued sick leave and one (1) day for each year of service to the School District may be used for early retirement for each full-time Education Support Specialist employee **hired prior to July 1, 2006** who has completed at least ten (10) years of continuous employment and is at least fifty-five (55) years of age. This payment will be distributed into the retiree's 403(b) account. In the event the employee dies and the other aforementioned requirements were met, the benefits will be paid to the employee's estate or named beneficiary.

## **ARTICLE XVII RETIREMENT AND RESIGNATION**

### **Section 1. Resignation:**

Three (3) weeks' notice shall be required of an employee who wishes to retire or resign in good standing.

### **Section 2. Retirement:**

Employees shall be required to retire when in compliance with applicable laws. The School Board may grant additional service on a year-to-year basis if the employee makes written application for extension. Applications must be submitted by April 1<sup>st</sup> of each year.

### **Section 3. Retiree Insurance Benefits:**

Retiring employees **hired prior to July 1, 2024** who have at least ten years of service in the School District and who are between the ages of sixty (60) and sixty-five (65) will be eligible to remain in the School District group insurance plans by purchasing either a single or family policy. Participating employees will receive a District contribution toward the premium equal to the contribution granted to employees taking single insurance coverage based upon the date they retire. The District contribution will remain constant at the same dollar amount from the time of retirement until the employee reaches the age of sixty-five (65) or is eligible for Medicare (whichever comes first). Employees retiring at age sixty-two (62) or older but who do not have ten (10) years with the School District at the time of retirement shall be allowed to continue the group hospitalization coverage by paying the full regular monthly premium in advance to the School District until the employee is sixty-five (65) years of age or is eligible for Medicare (whichever comes first).

**Employees hired on/after July 1, 2024 shall be eligible for an HRA beginning in year eleven (11) of service. For full-time employees in years eleven (11) to twenty (20), \$2,500 will be deposited annually (July 15 of the following year) into an HRA account.**

## **ARTICLE XVIII CHILDCARE EDUCATION SUPPORT SPECIALIST**

### Section 1. Pay Scale:

Childcare Education Support Specialists shall be paid according to the pay scale in Appendix B.

### Section 2. Employment requirements:

State mandates as provided by MDE regarding childcare Education Support Specialist requirements for employment will be adhered to. MDE childcare requirements include but are not limited to; fingerprinting, five (5) year background checks for all staff and regular routine background monitoring by the state. Discipline up to and including dismissal may result from violations uncovered by background checks, as allowed and/or required by state statute.

### Section 3. Crossover from Childcare to other District Education Support Specialist Positions:

No crossover will be allowed between-Education Support Specialist groups. Childcare Education Support Specialists interested in other District-Education Support Specialist positions may apply (and vice versa), however no seniority dates will transfer to other Education Support Specialists subgroups.

### Section 4. Holidays:

In addition to the holidays listed in Article IX, Section 6. Childcare Education Support Specialists that work year-round will be paid for the **Juneteenth and** July 4th holidays.

### Section 5. Other benefits:

All other benefits will follow the Education Support Specialist agreement.

## **ARTICLE XIX DURATION**

### Section 1. Term and Reopening Negotiations:

This Agreement shall remain in full force and effect for a period commencing on July 1, ~~2021~~**23** through June 30, ~~2023~~**25** and thereafter until modifications are made pursuant to the P.E.L.R.A. of 1971.

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.

In the event negotiations are not completed by July 1, , terms of this contract will remain in full force and effect.

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

*Section 4. Severability:*

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

## APPENDIX A SALARY SCHEDULE

|            | <del>2021-2022</del> | <del>2022-2023</del> |
|------------|----------------------|----------------------|
|            | <u>2023-24</u>       | <u>2024-25</u>       |
| Step One   | <del>\$15.43</del>   | <del>\$15.74</del>   |
|            | <u>\$16.37</u>       | <u>\$17.68</u>       |
| Step Two   | <del>\$18.89</del>   | <del>\$19.27</del>   |
|            | <u>\$20.04</u>       | <u>\$20.84</u>       |
| Step Three | <del>\$23.92</del>   | <del>\$24.40</del>   |
|            | <u>\$25.38</u>       | <u>\$26.40</u>       |

## LONGEVITY SCHEDULE

Longevity Pay shall be granted at the beginning of the school year of the 10<sup>th</sup>, ~~20<sup>th</sup>~~ 15<sup>th</sup>, or ~~30<sup>th</sup>~~ 20<sup>th</sup> year of service as a Education Support Specialist in the School District; beginning July 1, 2024, Longevity Pay shall be granted at the beginning of the school year of the 5th year of service as an Education Support Specialist, as well. Education Support Specialists who qualify will earn the following longevity hourly stipends:

### ~~2021-2022~~ 2023-24

|                                                 |                                          |
|-------------------------------------------------|------------------------------------------|
| At 10 years of employment:                      | <del>\$0.40</del> <u>\$0.50</u> per hour |
| At <del>20</del> <u>15</u> years of employment: | <del>\$0.50</del> <u>\$0.60</u> per hour |
| At <del>30</del> <u>20</u> years of employment  | <del>\$0.60</del> <u>\$0.70</u> per hour |

### ~~2022-2023~~ 2024-25

|                                                 |                                          |
|-------------------------------------------------|------------------------------------------|
| <u>At 5 years of employment:</u>                | <u>\$0.45 per hour</u>                   |
| At 10 years of employment:                      | <del>\$0.45</del> <u>\$0.55</u> per hour |
| At <del>20</del> <u>15</u> years of employment: | <del>\$0.55</del> <u>\$0.65</u> per hour |
| At <del>30</del> <u>20</u> years of employment  | <del>\$0.65</del> <u>\$0.75</u> per hour |

## PAY DIFFERENTIAL

Fully certified American Sign Language Interpreters shall receive an additional 10% added to their hourly base rate of pay when employed as an interpreter. Beginning in the 2020-2021 school year, certified health assistants shall receive an additional 10% added to their hourly base rate of pay when employed as a health office assistant.

## CONTINUING EDUCATION STIPEND

A. College Credits - Starting in the 2022-2023 school year, The District will pay a stipend of \$500.00 for completion of a three-credit course each year the Education Support Specialist chooses to participate in continuing education. This is a voluntary professional development option for all Education Support Specialists. Courses of less than three semester credits would earn a reduced stipend as follows: two semester credit courses will be eligible for a \$300.00 stipend, a one semester credit course will be eligible for a \$150.00 stipend. Stipends for all other classes would be prorated based on \$500 for three semester credits. Any course offered through a university or technical school that is relevant to an Education Support Specialist position would qualify. Credits must be pre-approved by the Human Resource department and decisions are not greivable. Stipends will be paid upon a transcript of course completion with a letter grade of C or higher.

B. National Certification – Starting in the 2022-2023 school year, the District will pay a stipend of \$500 per year to Education Support Specialists that earn and/or maintain a national certification in American Sign Language (ASL). Education Support Specialists must submit proof of certification annually to the Human Resource department by November 1 of the year. Stipends will be paid in one lump sum on the February 15 payroll.

**APPENDIX B**  
**Childcare Education Support Specialist Pay Scale**

|        | <b><u>2021-2022</u></b>                     | <b><u>2022-2023</u></b>                     |
|--------|---------------------------------------------|---------------------------------------------|
|        | <b><u>2023-24</u></b>                       | <b><u>2024-25</u></b>                       |
| Step 1 | <del>\$14.00</del><br><b><u>\$15.28</u></b> | <del>\$14.28</del><br><b><u>\$15.59</u></b> |
| Step 2 | <del>\$15.00</del><br><b><u>\$16.37</u></b> | <del>\$15.30</del><br><b><u>\$16.70</u></b> |
| Step 3 | <del>\$16.00</del><br><b><u>\$17.46</u></b> | <del>\$16.32</del><br><b><u>\$17.81</u></b> |
| Step 4 | <del>\$17.00</del><br><b><u>\$18.55</u></b> | <del>\$17.34</del><br><b><u>\$18.92</u></b> |
| Step 5 | <del>\$17.75</del><br><b><u>\$19.38</u></b> | <del>\$18.11</del><br><b><u>\$19.77</u></b> |
| Step 6 | <del>\$18.50</del><br><b><u>\$20.19</u></b> | <del>\$18.87</del><br><b><u>\$20.59</u></b> |

## SIGNATURES

IN WITNESS THEREOF, the parties have executed this Agreement as follows:

**FOR:**  
**EDUCATION SUPPORT SPECIALISTS**

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Sara Nyhus  
SEIU Local 284 Field Representative

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Angela Pullen  
Steward, Education Support Specialists

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Trisha Raiche  
Steward, Education Support Specialists

**FOR:**  
**INDEPENDENT SCHOOL DISTRICT 882**

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Kathy Ziebarth  
Chair, Board of Education

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Melissa Curtis  
Clerk, Board of Education