
Master Agreement

Between

**Independent School District 14
School Board
Fridley, Minnesota**

And

PARAPROFESSIONALS

July 1, 2010 Through June 30, 2012

**MASTER AGREEMENT BETWEEN
FRIDLEY INDEPENDENT SCHOOL DISTRICT 14
AND PARAPROFESSIONALS
2010-2012
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THIS AGREEMENT, made and entered into as of July 1, 2010, by and between the Independent School District 14 School Board of Anoka County, Minnesota, hereinafter referred to as the Employer, and the School Service Employees Local 284, hereinafter referred to as the Union.

ARTICLE I RECOGNITION AND DUES CHECK-OFF

Section 1. Purpose

Paraprofessionals have elected to bargain collectively with their Employer for said purpose a majority of same has affiliated themselves as members of the School Service Employees, Local 284, and have chosen said Union to bargain collectively in their behalf for wages, hours of employment and working conditions.

Section 2. Recognition

The Employer recognizes and shall abide by the principles of collective bargaining as relating to wages, hours of employment and working conditions and further recognizes the Union as the sole and exclusive bargaining agency for all Paraprofessionals except those designated as supervisory or confidential employees.

Section 3. Obligation

The Employer shall not enter into any agreement with the unit members individually or collectively which in any way conflicts with the terms and provisions of this Agreement, nor shall the Employer discriminate against any Employee because of membership in the Union. In consideration of the recognition herein granted, it is further agreed that during the life of the Agreement there shall be no strikes, stoppage or slow down of work so long as the terms and provisions of the Agreement are adhered to by the Employer. Neither the Employer nor the Union, its agents, officers, or representatives shall instigate any attempt to breach the Agreement, nor shall the Employer at any time instigate a lockout against the Employees.

Section 4. Authority of School Board

Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on the School Board or in any way abridging or reducing authority. Except as limited by the provisions of this Agreement, the School Board and/or its administrators has the sole responsibility for the direction of the work force, including the right to hire, transfer discharge and discipline for proper cause. In addition, the work to be performed, the location of the work, the method and processes are the responsibility of the Board and/or its administrators.

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

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

Subd. 3. Effect of Laws, Rules, and Regulations. The exclusive representative recognizes that all employees covered by this Agreement shall perform the services prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives and orders issued from time to time by properly designated officials of the school district. Any provision of this Agreement found to be in violation of any such laws shall be null and void and without force and effect.

Section 5. Dues Check-off

Union dues will be deducted from members' checks upon receipt of a signed statement by those members requesting same and these dues will be remitted to Local 284's business office at 450 Southview Boulevard, South St Paul, MN 55075, not later than the 20th of each month in order to keep benefits furnished by the Union from lapsing.

Section 6. Fair Share Deduction

In furtherance of good labor relations, the School Board agrees all public employees who are not members of the exclusive representative to contribute a fair share fee for services rendered by the exclusive representative, and 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. However, this fee shall not exceed the usual and customary monthly dues paid by exclusive representative members.

ARTICLE II DEFINITIONS

Section 1. Paraprofessional

For the purpose of this Agreement means an employee who performs instructional tasks or supervision of a child or children under the direct supervision of the teacher or as directed by the supervising administrator.

Section 2. Terms and Conditions of Employment

Means the hours of employment, the compensation therefor including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage for retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the employees. "Terms and Conditions of Employment" is subject to the provisions of P.E.L.R.A.

Section 3. Bargaining Unit

For the purpose of this Agreement means the group of employees employed by Independent School District 14 as Paraprofessionals for at least fourteen (14) hours per week or thirty-five percent (35%) of the normal work week in the existing bargaining unit.

Section 4. Exclusions

The bargaining unit shall exclude the following: confidential employees, supervisory employees, essential employees, part-time employees whose service does not exceed 14 hours per week or 35% of the normal work week, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 work days in any calendar year unless these positions have already been filled in the same calendar year and the cumulative number of days in the same position by all employees exceeds 67 calendar days in that year, and emergency employees.

Section 5. School District

For purposes of administering this Agreement, the term "School District" shall mean the School Board or its designated representative.

Section 6. Other Terms

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

Section 7. Applicability of Agreement Terms

When an employee is a member of this bargaining unit by virtue of hours worked in a Paraprofessional position, any time that employee spends in crossing guard or lunch supervisor work will be considered part of the employee's position assignment for purposes of benefits (i.e., terms of this agreement not including wages). The wage rate for crossing guard or lunch supervisor work will be determined by the District.

ARTICLE III WAGES AND WORK ASSIGNMENTS

Section 1. Wage Schedules Attached

The hourly wage schedules attached shall be a part of this Agreement.

Section 2. Step Advancement

Employees will be advanced one step on schedule each July 1 if they have six months or more of employment in District 14. An employee who spends time either on layoff or unpaid leave of absence will return to employment at the same step as the employee held at the time the leave or layoff began. An employee who is laid off will not receive credit toward step movement or experience increments for the time the employee spends on layoff. An employee who spends more than three (3) months in a year on unpaid leave of absence will not receive credit for that year toward step or experience increments for the time the employee spends on leave.

Section 3. Experience Increments

Each employee will receive the following increases to the hourly rates in the wage schedule when the employee has completed the indicated number of years of service to the District, effective July 1. To determine eligibility for this increment, an employee's personal anniversary date will be the July 1 of the calendar in which the employee became employed.

	2010-2011	2011-2012
After 10 years of service to the District	\$.75/hour	\$.80/hour
After 15 years of service to the District	\$1.05/hour	\$1.10/hour
After 20 years of service to the District	\$1.45/hour	\$1.50/hour

Section 4. Placement on Schedule

Employees entering the bargaining unit shall be placed on the wage schedule according to their total consecutive years of service with the District. Employees not previously employed with the District will be placed on the beginning step of the wage schedule.

Employees who are re-employed will be placed on the salary schedule on the same step they were on at the time they were laid off and retain all other rights and benefits accrued before layoff.

Section 5. Workshops and Meetings

Employees will be paid their normal hourly rate for any meetings outside scheduled work hours they are required by the District to attend. If attendance at a meeting is voluntary, the employee will not be paid for the meeting occurring outside of the employee's scheduled work hours.

The School District will pay for all employee expenses to employees who are required by the School District to attend workshops, schools or meetings. Any employee may be given the option to attend a workshop of the employee's choosing for self-improvement subject to Superintendent's approval.

Section 6. Work Schedule

The School District shall make every effort to notify employees at least two weeks prior to the beginning of the school year of their work schedule for the year. The employees recognize that, despite such notification, assignments are subject to change due to possible changes in the District's needs.

Hours of work and starting times shall be determined by the District based upon student needs.

Section 7. Term of Employment

All classes may have their term of employment shortened or lengthened if mutually agreeable to the employee and the administration.

Section 8. Mileage

District mileage will be paid as allowed by the IRS.

Section 9. Overtime

Overtime rate will be time and one-half. Overtime will be paid for all hours worked on a call back and Saturday, Sunday or holidays.

Section 10. Emergency School Closing

In the event school starts late or is closed early due to inclement weather or other emergency situations, Paraprofessionals will be paid for their normal work assignment on such days. On such days, their work assignments will be determined by their immediate supervisor. In the event school is canceled due to inclement weather or other emergency situations, Paraprofessionals will be paid for up to two (2) days per year for their normal work assignment.

Section 11. IRS 125B Plan

An IRS 125B Plan is available for all employees.

Section 12. Paychecks

Employees will be paid on a bi-weekly basis. Each paycheck will represent the actual hours worked in the pay period for which the check is issued.

Section 13. Lunch Period

Employees shall be guaranteed a duty free lunch period.

ARTICLE IV INSURANCE

Section 1. Medical Insurance

The district's contribution toward health insurance shall be (insurance contribution will be the same as the rate negotiated for the teaching staff of the district):

- A. Employees working twenty-five (25) hours or more per week

Single	100% of the second highest plan
Employee plus one	81% of the second highest plan
Family	74% of the second highest plan

Coverage is for all Paraprofessional employees of the School District who qualify for and are enrolled in the School District group health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

- B. Empower Insurance Plan/VEBA. Employees working twenty-five (25) hours or more per week:

The district will also make available to eligible employees a Voluntary Employee Beneficiary Association (VEBA) insurance plan (called Empower) and will make monthly contributions to a 501(c) 9 trust according to the following:

Monthly VEBA Contribution	
Single	\$89.31
Employee +1	\$65
Family	\$85

The **combined** district contribution (insurance premium and VEBA) to the Empower plan will be paid according to the schedule below.

Single	100% of the second highest plan
Employee plus one	81% of the second highest plan
Family	74% of the second highest plan

Any additional cost of the Empower premium shall be borne by the employee and paid by payroll deduction.

- C. At least 20 hours per week, but less than 25 hours per week:

Schedule in section A and section B prorated through a calculation based on the employee's weekly assigned hours divided by 25.

Section 2. Dental Insurance

The School District shall pay the total premium for individual coverage for employees working 25 hours or more per week. For employees working at least 20 hours per week but less than 25 hours per week, the district contribution will be the premium times a factor based on the employee's weekly assigned hours divided by 25.

Section 3 Life Insurance

For employees working 25 hours or more per week, the School District shall pay the total premium for a \$25,000 group term policy. Employees may purchase an additional amount at employee expense and pursuant to the master insurance policy.

Section 4. Long Term Disability Insurance

The District will provide a long-term disability insurance plan for employees working 20 hours or more providing a benefit of 70% of the basic annual salary in the event of disability caused by sickness or accident. The waiting period for this benefit shall be 60 consecutive calendar days. Participation in the plan is mandatory for all qualified employees and the premium for the plan will be paid by the employee through payroll deduction.

Section 5. Option to Participate

Employees not eligible for District contribution shall be allowed to participate in the medical, dental, life, and long term disability insurance plans at no cost to the District and if allowed by the insurance carrier.

ARTICLE V LEAVES OF ABSENCE

Section 1. Sick Leave

Subd. 1. All employees covered by this contract shall be eligible for sick leave benefits. Employees will earn sick leave at a rate of one day per month, with a day being equal to the average hours worked per day. Unused sick leave can be carried forward. A certificate from a physician may be required to substantiate the need for this leave. Up to five days in any one year of earned sick leave may be used for illness in the immediate family. The immediate family is defined as brother, sister, mother, father, spouse, child, grandparents, grandchildren or in-laws of the same degree and regular members of the immediate household. Employees will receive one (1) day of sick leave per month accumulative to a maximum of 900 hours. Additional use of leave time may be granted at the discretion of the Superintendent or designee. Pursuant to MS §181.9413 unlimited sick leave may be used for illness for an employee's child who is 18 years of age and under. A covered employee who is absent from work as a result of a work injury covered under the Workers Compensation Act may elect to receive accumulated sick leave and shall submit their workers compensation check to the School District for the purpose of buying back sick leave into their account.

Subd. 2. Employees, after they have accumulated 50 days of sick leave, shall have the right to turn in any additional unused sick leave, at a rate of the bottom step of the employees pay classification (up to 10 normal work days per year) for any sick leave earned. The district will make all payments to the employees 403(b) account. Prior to June 1, employees must notify the district of the number of days they wish to convert.

Section 2. Personal Leave

Employees covered by this contract shall be eligible for three (3) days of personal leave per year for personal business and emergencies, a transaction, hearing, or consultation which requires the presence of the staff member during working hours, and which would be impossible to fulfill at any other time. Personal leave will not be approved for absence resulting from weather conditions and its affect on transportation. Requests for personal leave must be submitted to the

staff member's supervisor in writing two days in advance, except in emergency cases. The reason for the personal leave will be stated unless it is of a very private nature. All requests must have the approval of the employee's supervisor. Personal leave days are cumulative to five (5) days and will be deducted from sick leave.

Section 3. Bereavement Leave

Subd. 1. An employee shall be granted five (5) days bereavement leave per occurrence due to the death of a member of the immediate family. The immediate family includes spouse, child, parent, sibling, grandchild, in-laws of the same degree and regular members of the immediate household. This leave shall be deducted from sick leave benefits. Additional bereavement leave may be granted at the discretion of the Superintendent or designee.

Subd. 2. An employee shall be granted three (3) days bereavement leave per occurrence due to the death of a member of the family. The family includes niece, nephew, aunt, uncle, grandparent, in-laws of the same degree and others as approved by the Superintendent or designee. This leave shall be deducted from sick leave benefits. Additional bereavement leave may be granted at the discretion of the Superintendent or designee.

Section 4. Child Care Leave

Employees covered by this contract shall be eligible for child care leave as follows:

Subd. 1. An unpaid child care leave shall be granted by the School District subject to the provisions of this section. Child care leave shall be granted because of the need to prepare and provide parental care for a child or children of the employee for an extended period of time.

Subd. 2. An employee electing child care leave shall inform the Superintendent in writing of intention to take leave at least three (3) calendar months before commencement of the intended leave. The commencement of leave shall be advanced to such time as may be necessary to accommodate premature birth.

Subd. 3. If the reason for the child care leave is occasioned by pregnancy, an employee may elect to utilize sick leave pursuant to the sick leave provisions of this Agreement in lieu of seeking a child care leave pursuant to this section. An employee shall be eligible for only one of the options provided herein. A pregnant employee will also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery. The duration of such sick leave shall not exceed the period of actual physical inability to work. The definition of disability shall be as reasonably determined by a licensed physician. As a condition of receiving sick leave payments, the employee may be required to subject to an examination by a physician designated by the District at District expense.

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

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

Subd. 5. An employee returning from child care leave shall be re-employed in the position or a similar position which was held at the commencement of the leave.

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

Subd. 7. The parties agree that the applicable periods of probation for employees as set forth in Minnesota Statutes are intended to be periods of actual service enabling the School District to have opportunity to evaluate an employee's performance. The parties agree, therefore, that periods of time for which the employee is on child care leave shall not be counted in determining the completion of the probationary period.

Subd. 8. An employee who returns from child care leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of the Agreement at the commencement of the beginning of the leave. The employee shall not accrue additional experience credit for pay purposes or leave time during the period of absence of child care leave.

Subd. 9. Provisions of this policy which apply after the birth of a child also apply following the adoption of a child.

Section 5. Unpaid Leaves

Employees shall be eligible for a leave of absence. A leave of absence may be granted upon the approval of the School Board. Leaves may be granted up to 12 months. In all cases, the beginning date and the return date of the leave of absence must be approved by the School Board. All leaves of absence are to be granted without pay. The employee shall be returned to her/his former classification and the employee shall not lose her/his seniority rights except employees on leaves of absence shall accrue seniority for a total of twelve (12) months only.

Section 6. Jury Duty

All employees shall be granted the additional amount to make up full pay if required to serve on jury duty or subpoenaed for any court duty.

ARTICLE VI HOLIDAYS

Section 1.

Employees shall receive paid holidays according to the number of hours they are scheduled to work. An employee scheduled to work the following number of hours per year shall receive the corresponding number of holidays.

Each listed holiday shall be a holiday unless the district chooses to hold school on that day, in which case the school district shall establish another holiday that year in lieu of the listed holiday.

1044+ hours and after 10 years of service	11 holidays	Labor Day, Thanksgiving, Friday following Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King Jr. Day, Presidents Day, Good Friday, Memorial Day
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1044+ hours	8 holidays	Thanksgiving, Friday following Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Presidents Day, Good Friday
870 - 1043	7 holidays	Thanksgiving, Friday following Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Good Friday
696 - 869	6 holidays	Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Years Day, Good Friday
695 or less	5 holidays	Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, Good Friday

The holidays for which employees may be paid, dependent upon number of scheduled hours and ten (10) years of service, are as follows:

Labor Day	
Thanksgiving Day	Friday following Thanksgiving
Christmas Eve Day	Christmas Day
New Year's Eve Day	New Years Day
Martin Luther King Jr. Day	President's Day
Good Friday	Memorial Day

Section 2.

Any holiday falling on Sunday shall be observed on the following Monday, and any holiday falling on Saturday, the preceding Friday.

Section 3.

To be eligible for holiday pay, an employee must have worked either the last regular assigned work day before or the first regular assigned work day after the holiday unless the employee is on approved paid leave.

ARTICLE VII PROBATION, DISCIPLINE, POSTING, JOB ELIMINATION/LAYOFF, DISCHARGE AND PERSONNEL FILES

Section 1. Probation

All new Paraprofessionals shall work a probationary period which shall consist of one hundred twenty (120) working days of continuous service with an evaluation to occur no later than 60 working days into the probationary period. A probationary employee may be discharged without recourse to the grievance procedure. Subsequent to the probationary period the employee shall be discharged only for just cause.

In addition to the initial probationary period an employee transferred or promoted to a different classification shall serve a new probationary period of three months in any new such classification. During this three months' probationary period, if it is determined by the School District that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to the former classification.

Section 2. Discipline

A disciplinary action will be taken against an Employee only for just cause. Any disciplinary action shall comply with law and regulation, shall be fair and equitable, and shall be consistent with the principle of progressive discipline.

Subd. 1. Progressive Disciplinary action may include the following:

1. Oral reprimand
2. Written reprimand
3. Suspension with pay
4. Suspension without pay
5. Discharge

Subd. 2. Whenever possible, the District shall discuss with the Employee(s) any concern which may lead to a disciplinary action and shall offer constructive suggestions for correction before any disciplinary action is initiated.

Subd. 3. Employee(s) shall be entitled to have a representative of the Union present in the event that she/he is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. If an Employee requests representation, no action shall be taken with respect to the matter until a representative of the Union is present, provided that the representative is available in a timely manner so as not to delay the action.

Section 3. Job Posting

Written notice of job openings of more than 30 working days duration shall be posted with a copy sent to the Union Steward. Applications of the interested parties should be sent to the office of the Director of Educational Services. The leading candidates whose background and abilities meet the requirements of the posted position will be interviewed. A Union Steward may meet with the Director of Educational Services to discuss the leading applicants to give background information and their respective recommendations. The Director of Educational Services will receive the recommendation from the Principal or Director and forward a recommendation to the Superintendent of Schools.

The selection of the candidate will be made in not less than seven working days after the posting of the position. The School District may hire an outside candidate for a posted position either if no internal candidates apply for the position or if none of the internal candidates are qualified for the position. Any senior applicant not granted a position has the right to request, in writing, the reasons for rejection of his/her application with the intent being to increase or correct any qualifications that are lacking in order to be considered for future job openings.

The District may increase the amount of hours assigned to a position by any amount without re-posting the position unless the increase qualifies the position for insurance eligibility.

Job postings that occur during the summer months will be mailed to those employees who provide stamped, self-addressed envelopes to the Personnel Office.

Section 4. Job Elimination/Layoff

A two week notice shall be given to Paraprofessionals in the event of discharge, layoff or reduction of hours. The District will first eliminate or reduce non-bargaining unit positions then, if necessary, positions held by the least senior members of the bargaining unit.

Seniority shall be determined by total years of continuous employment in the District. The employer recognizes that the purpose of seniority is to provide a declared policy as to the order of layoff and recall of employees. In the event of job elimination, any vacant position(s) will first be posted and filled according to the posting procedure. The employee whose position was eliminated shall have first chance at the position provided it is at or lower than the employee's previous pay level, the employee is qualified for the position, and there are no other qualified internal, more senior applicants for the position. If no vacant positions in the same classification up to one more scheduled hour per day are available, an employee may displace a less senior employee in the same building, in the same or lower classification, at up to one more scheduled hour per day provided the employee is qualified for the position. The process shall continue until there is no appropriate available position for a displaced employee in the original building. A person displaced from a building with no further bumping options within that building may then exercise seniority to displace the least senior employee elsewhere in the district in the same classification (or lower, if the same is not available) who holds work time that is the same as or up to one hour per day higher than the employee. Any remaining displacement process will then occur until there is no appropriate available position for a displaced employee. Such a displaced employee shall be placed on layoff status.

When a position is reduced by more than 1 hour or by a sufficient amount to make the position ineligible for insurance, the incumbent in the position may use the bumping procedure above.

It is the intent of the School District to provide a position for as many Paraprofessionals as possible on the basis of seniority, as determined by the employee's date of hire into the School District. Nothing in this provision shall entitle a Paraprofessional to a position for which that employee is not qualified, nor shall this provision require the School District to create positions in order to provide an employee with a position.

Section 5. Recall List

For a period of two (2) years from the date of layoff, if any opening subsequently occurs in the District, the employee with the most seniority on the recall list shall have first choice to be rehired provided: the position is at or lower than the employee's previous pay level; and the employee is qualified for the position; and there are not other qualified internal, more senior applicants for the position. If the District refuses to recall an employee to a vacant position on the grounds that the employee is not qualified, it shall be the District's duty to show that the employee lacks the qualification for the position.

Section 6. Recall

The District shall mail notice of any open Paraprofessional position(s) to any employee(s) on layoff. Open positions will be available to all current employees for application, but an employee on layoff may apply for such a position. An employee on layoff shall be subject to recall to any vacant position in the District at the same pay rate and at one (1) hour more or less than the employee's original position. However, an employee may bypass one position of one (1) hour more or less than the employee's original position which is offered to the employee. The second declination will remove the employee's name from the recall list and sever all recall

rights with the District. Nothing in this Article shall require an employee to accept a position which leaves the employee ineligible for health insurance if the employee was eligible for health insurance prior to the layoff.

Employees must keep the District current with the employee's address and telephone number. Non-response of a telephone call or letter within three (3) days of receipt will be considered one (1) bypass.

The requirement to select a candidate in not less than seven working days after the posting of the position as stated in Article VII, Section 2, of this contract may be waived if necessary while employees remain on the recall list.

Section 7. Personnel Files

All monitoring or observation of the work performance of a Paraprofessional shall be conducted openly and with full knowledge of that person.

Subd. 1. No written material of a Paraprofessional's conduct, service, or character shall be placed in her/his personnel file unless the Paraprofessional has been given prompt written notice.

Subd. 2. As provided by law, Paraprofessionals shall be entitled to submit a written response to any material placed in their personnel file or to seek expungement of any material through the grievance procedure.

Subd. 3. Paraprofessionals shall have the right upon request to review the contents of their personnel file and to receive a copy of any and all documents contained therein.

ARTICLE VIII MATCHING ANNUITY AND SEVERANCE

Section 1. Matching Annuity

An eligible PARA may participate in the District's matching annuity program as provided in M.S. 356.24, subd. 1(5) ii, subject to the provisions contained in this Article.

Subd. 1. Eligibility. In order for a Paraprofessional to be eligible to participate in the matching annuity plan, the following criteria must be met. Only Paraprofessional regularly working at least 25 hours per week will be eligible for a matching annuity contribution as provided in this Section.

Subd. 2. District Contribution The maximum annual District contribution shall be based on matching a Paraprofessional's contribution per the following:

	2010-2011	2011-2012
Zero (0) through Three (3) years in Fridley	\$ 0	\$ 0
Four (4) through Nine (9) years in Fridley	\$ 750	\$ 1125
Ten (10) through Fourteen (14) years in Fridley	\$ 900	\$ 1250
Fifteen (15) years to Nineteen (19) years in Fridley	\$1050	\$ 1375
Nineteen plus (19+) years in Fridley	\$1150	\$ 1500

Subd. 3. The District will contribute an amount equal to the PARA's requested annual contribution up to the maximum amount listed in this Section. The PARA's annual contribution will be the maximum statutory amount or be diminished by increments of \$250 per year.

Subd. 4. The District contribution will begin when the employee initiates an eligible investment program. The amount of the District's contribution will not to exceed the benefit schedule set out in Subd. 2 above.

Subd. 5. An employee may elect to contribute to the selected program more than the district match. This Article only defines the limits of the district's participation in the selected program.

Subd. 6. The district match cannot be accumulated on a year-to-year basis if an employee elects to begin participation after the first year of eligibility.

Subd. 7. When an employee has an eligible plan in effect, the district's contribution shall be automatic unless the employee requests otherwise.

Subd. 8. All provisions of this Article are subject to applicable code provisions of Minnesota Statutes, Internal Revenue Code Section 403(b), but not subject to the Grievance Procedure at Article XIV.

Subd. 9. All qualified insurance companies authorized by the Minnesota State Board of Investment will be eligible to receive the employer match.

Subd. 10. Contributions cannot be retroactive to the previous calendar year.

Subd. 11. The District's maximum lifetime contribution shall be no more than \$33,000

Section 2. Severance/Annuity Phase-In

Employees who have completed at least fifteen (15) years of continued service with the school district, who are at least 55 years of age and were employed by the school district prior to July 1, 1990, shall be eligible for both the severance pay plan including the retiree insurance program described in this Section 2 and the Matching Annuity Plan described in Section 1 of this Article, upon submission of a written resignation that is accepted by the School District. At the time of retirement, the accumulated district matching contributions will be subtracted from the earned early retirement severance benefit.

Subd. 1. Time spent on unpaid leave of absence will not count toward severance pay.

Subd. 2. The amount of severance payment, shall be based on the Paraprofessional's daily basic salary rate during the last year of service, and shall not include any additional compensation for extra-curricular activities, extended employment or other extra compensation.

Subd. 3. Eligible employees shall receive payment up to a total of 650 hours of unused accrued sick leave.

Subd. 4. Severance pay shall not be granted to any employee who is proposed for and discharged for just cause by the School District.

Subd. 5. If a retiring employee gives the district at least 60 days notice of retirement, the employee will receive severance payment no later than 30 calendar days after the effective date of retirement. If a retiring employee gives the district less than 60 days notice of retirement, the employee will receive severance payment no later than 90 calendar days after the effective date of retirement.

Subd. 6. If an employee dies before all or a portion of the payments have been disbursed, that balance due shall be paid to a named beneficiary or, lacking same, to the deceased's estate.

Subd. 7. Health Insurance: An employee who retires pursuant to this Article shall be eligible to continue participation in the District's group medical hospitalization insurance plan. The District will contribute to the cost of the medical plan only according to the schedule below:

Employees who have been twelve month employees for at least 75% of the years of service.	100% of the Single Premium (Classic Choice plan)
Nine or ten month employees who have worked more than 180 months.	100% of the Single Premium (Classic Choice plan)
All other eligible employees.	75% of the Single Premium (Classic Choice plan)

In any event, the amount of district contribution to a retiree's medical insurance premium will not exceed \$5,400 per year times the percentage of contribution for which the retiree qualifies (\$5,400 for a 100% contribution and \$4,050 for a 75% contribution). Further, the employee's right to continue participation in such group medical insurance will be discontinued upon the employee reaching eligibility age of FICA/Medicare, or after 10 years, whichever occurs first.

The employee may participate in all other insurance programs of the District on a self-pay basis subject in each case to the approval and terms of the insurance carrier. It is the responsibility of such an employee to make arrangements with the school business office to pay to the School District the remainder of the monthly premium amounts in advance and on such dates as determined by the School District. The employee's right to continue participation in such group insurance, however, will be discontinued upon the employee reaching eligibility age of FICA/Medicare, or if the employee becomes eligible for insurance benefits through re-employment prior eligibility age of FICA/Medicare. Re-entry of an employee who terminates coverage shall be subject to the approval and terms of the insurance carrier.

Subd. 8. If the School District should receive any reimbursements for the severance plan, all such reimbursements shall be property of the School District.

Section 3.

If there is any judicial or administrative decision, which deems any part of this article illegal or unconstitutional, the affected Section becomes null and void and becomes subject to re-negotiation.

ARTICLE IX GRIEVANCE PROCEDURE

Definitions and General Provisions

- A. A “grievance”** is defined as a dispute between an employee or group of employees and the District regarding the interpretation of or adherence to the terms and/or provisions of the Agreement.
- B. Representatives:** Either party, employee(s) or School District, may be represented during any step of the grievance procedure by any person or agent designated by such party.
- C. Days:** In this procedure, a “day” is defined as a scheduled working day, which means a day the employee regularly scheduled to work excluding Saturdays, Sundays, legal holidays, or holidays contained within this Agreement.
- D. Extension of Time Limits:** Time limits specified in this procedure may be extended or waived by mutual agreement.
- E. Computation of Time:** In computing any period of time prescribed or allowed by this procedure, 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, Sunday or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday or a legal holiday.
- F. Filing and Postmark:** The filing or service of any notice or document shall be timely if it bears a postmark of the United States mail within the time period.
- G. Time Limitation and Waiver:** Failure to file or appeal any grievance within the time periods prescribed in this procedure shall constitute a waiver of the grievance. Failure by the School District to respond within the time periods prescribed herein shall constitute a denial of the grievance and the grievant(s) may appeal the grievance to the next step.
- H. Responses to Grievances:** In responding to a grievance at any step, the District representative shall issue a written decision to the employee(s) with the grievance, the union steward, and the union business agent.

Step 1. The employee(s) concerned shall first attempt to resolve the grievance informally with the appropriate immediate supervisor. If the parties do not reach an agreement regarding the grievance, the employee(s) may submit the grievance in writing to the Director of Educational Services within ten (10) scheduled working days of the date of occurrence or the date on which the employee(s) learned of the occurrence, whichever is later. Within five (5) days of receipt, the District shall respond in writing to the grievance.

Step 2. The employee(s) may appeal the grievance to the Superintendent or designee within five (5) days after the employee(s) receive the written response to Step 1. If the parties fail to agree or the matter has not been adjusted within 5 days after the grievance has reached Step 2, the employee(s) may appeal to Step 3.

Step 3. A Petition for Mediation may be filed within twenty (20) days with the State of Minnesota, Bureau of Mediation Services (BMS), to attempt to adjust the grievance. After each mediation session, the District representative(s) shall respond in writing to the grievance. If the parties cannot resolve the dispute within a reasonable time, the mediator shall declare a

grievance impasse. If a grievance impasse has been declared, the dispute may then be appealed to Step 4.

Step 4. Arbitration Procedures

Subd. 1. Request. A request to submit a grievance to arbitration must be in writing and such request must be sent to the office of the Superintendent and to the BMS within ten (10) days following the day the employee(s) receive the written response to Step 3 of the grievance procedure.

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

Subd. 3. Selection of Arbitrator. The party appealing the grievance shall request a list of arbitrators from the BMS. Upon receiving the list, the parties shall alternately strike arbitrators' names from the list until only one name remains. The parties shall determine which party will strike the first name by coin toss or other method of the parties' choice. The last remaining arbitrator shall hear the grievance.

Subd. 4. Submission of Grievance Information. Upon appointment of the arbitrator, the appealing party shall, within five (5) days after notice of appointment, forward to the arbitrator, with a copy to the School Board, the submission of the grievance which shall set forth the nature and basis of the grievance. Additional information shall be provided at the arbitrator's request.

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

Subd. 6. Decision. The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties subject, however, to the limitations of arbitration decisions as provided by in the P.E.L.R.A. of 1971 as amended.

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

Subd. 8. Jurisdiction. The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedures 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 with the legal limitations surrounding the financing of such operations.

ARTICLE X MISCELLANEOUS

Section 1. Physical Examinations

X-rays or Mantoux tests as required will be given at the expense of the District.

Section 2. Seniority List

Subd. 1. Seniority Date. An employee's seniority date will be the employee's first day of service in the unit. (New employees must complete the probationary period as defined in this agreement.) If two or more employees hold the same seniority date and the tie must be broken, seniority ranking for those employees shall be determined by random drawing of names. Each affected employee may attend the drawing or send a representative. The first name drawn shall be the most senior and so on until all names are drawn.

Subd. 2. Adjustment of Seniority Date. An employee who spends more than 6 months on unpaid leave will have her or his seniority date adjusted forward according to the total amount of time spent on unpaid leave. (Layoff time shall not count as unpaid leave under this subdivision and an employee's seniority date will not be adjusted regardless of length of layoff.)

Subd. 3. Annual Posting of List. The District will publish and post a seniority list each year no later than October 1 and will provide a copy to each employee in the bargaining unit. Any employee whose name appears or should appear on the seniority list shall have 21 days from the date of the posting to request a change in the list. If no request for change is made, the list will be deemed accurate for the remainder of the year, except that modifications may be made due to the employee terminations or new hires.

ARTICLE XI DURATION

Section 1. Duration.

THIS AGREEMENT shall be in force from July 1, 2010 through June 30, 2012, and shall continue as is from year to year unless either party shall notify the other in writing 60 days prior to expiration date of existing contract of their desire to re-open negotiations.

Section 2. Effect.

This agreement constitutes the full and complete agreement between the employer and the exclusive representative for the Paraprofessionals of the district. 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 provision.

Section 3. 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 provision of this Agreement or the application of any provision thereof.

Section 4. 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, except by mutual agreement of the parties.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed in behalf of the parties.

**School Service Employees
SEIU Local 284**

**As Representing Fridley
School District 14 School Board**

By _____

By _____

By _____

By _____

By _____

By _____

By _____

By _____

By _____

Date _____

Date _____

FRIDLEY PARAPROFESSIONAL WAGE SCHEDULE AND EXPERIENCE INCREMENTS

Wage Schedule.

Band/Grade A13

Step	2	3	4	5	6
2010-2011	-		12.74	13.26	17.25
2011-2012	-	-	12.86	13.39	17.42

2010-2011

After 10 years of service to the District \$.75/hour

After 15 years of service to the District \$1.05/hour

After 20 years of service to the District \$1.45/hour

2011-2012

After 10 years of service to the District \$.80 /hour

After 15 years of service to the District \$1.10/hour

After 20 years of service to the District \$1.50/hour

MEMORANDUM OF UNDERSTANDING

Meet and Confer

This Memorandum of Understanding is entered into between Fridley ISD 14 and Service Employees International Union Local 284 who represent the Paraprofessionals effective with the 2010-2012 Collective Bargaining Agreement.

Representatives of the Paraprofessionals and representative(s) of the School Board shall meet for the purpose of discussing issues of concern to either party. Meet and Confer meetings will be conducted on a quarterly basis each year. Additional meetings can be scheduled and/or rescheduled as deemed necessary by mutual agreement. The agenda for the Meet and Confer will be developed by the Steward and the Director of Educational Services.

School Service Employees SEIU Local 284

School District 14 School Board

By _____

By _____

By _____

By _____

Dated _____

Dated _____