

**AGREEMENT**

**Between**

**SCHOOL BOARD  
INDEPENDENT SCHOOL DISTRICT NO. 194**

**and the**

**EDUCATION MINNESOTA NON-LICENSED INSTRUCTORS**

**A chapter of the Education Minnesota-Lakeville,  
MFT, AFT, AFL-CIO Local No. 7319**

**Effective**

**July 1, 2015 through June 30, 2017**

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# **EDUCATION MINNESOTA NON-LICENSED INSTRUCTORS**

**July 1, 2015– June 30, 2017**

## **ARTICLE I**

### **PURPOSE**

This Agreement, entered into between the School Board of Independent School District No. 194, Lakeville, Minnesota, hereinafter referred to as the School Board and the Education Minnesota Non-Licensed Instructors, NEA, AFT, AFL-CIO Local No. 7319, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for non-licensed instructors throughout the duration of this Agreement.

## **ARTICLE II**

### **RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition: In accordance with the P.E.L.R.A., the School Board recognizes Education Minnesota Non-Licensed Instructors as the exclusive representative of non-licensed instructors employed by the School Board of Independent School District No. 194, which exclusive representative shall have those rights and duties as prescribed in the P.E.L.R.A. and described in the provisions of this Agreement.

Section 2. Appropriate Unit: Education Minnesota Non-Licensed Instructors shall represent all the non-licensed instructors of the District as set forth in the Certification of Exclusive Representative of the Bureau of Mediation Services dated December 3, 1996, in Case No. 97-PCE-488.

Section 3. Exclusive Negotiating Rights: The Board agrees not to negotiate with any employees; organization other than Education Minnesota Non-Licensed Instructors as long as Education Minnesota Non-Licensed Instructors is the duly authorized exclusive representative of the non-licensed instructors of this District.

## **ARTICLE III**

### **DEFINITIONS**

Section 1. Terms and Conditions of Employment: Terms and conditions of employment shall mean hours of employment, the compensation therefore, including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees, but does not mean education policies of a school district.

Section 2. Teacher, Instructor or Employee: Shall refer to all persons employed by the School Board represented by the exclusive representative as defined in Article II of this Agreement.

Section 3. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

Section 4. Board: The word "School Board" as used in this Agreement shall mean School Board of School District 194 or its designated representative.

## **ARTICLE IV**

### **SCHOOL BOARD RIGHTS**

Section 1. Inherent Managerial Rights: Education Minnesota Non-Licensed Instructors recognizes that the school district is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Management Responsibilities: Education Minnesota Non-Licensed Instructors 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: Education Minnesota Non-Licensed Instructors recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives and orders, issued by properly designated officials of the school district. Education Minnesota Non-Licensed Instructors 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 of Minnesota, federal laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of state and federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, regulations, directives or orders shall be null and void and without force and effect.

## ARTICLE V

### EDUCATION MINNESOTA NON-LICENSED INSTRUCTORS AND EMPLOYEE RIGHTS

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

Section 2. Right to Join: Instructors shall have the right to form and join labor or employee organizations, and shall have the rights not to form and join such organizations. The District agrees that it will not directly or indirectly discourage, deprive or coerce any rights conferred by P.E.L.R.A. or other laws of Minnesota or the Constitutions of Minnesota or the United States. The District will not discriminate against any employee with respect to hours, salaries, terms or conditions of employment by reason of membership in Education Minnesota Non-Licensed Instructors, participation in negotiations with the District, or the institution of any grievance, complaint, or proceeding under this Agreement.

Section 3. Dues Check-Off: The District agrees to deduct dues for membership in Education Minnesota Non-Licensed Instructors and to forward membership dues to Education Minnesota Non-Licensed Instructors for any individual employee who has authorized such dues check-off.

Section 4. Fair Share Fee: Any employee who is not a member of Education Minnesota Non-Licensed Instructors may be required by Education Minnesota Non-Licensed Instructors to contribute a fair share fee for services rendered as exclusive representative. A fair share fee deduction will be made for an individual employee upon the employee's hire date (as stated in the Board minutes). Education Minnesota Non-Licensed Instructors will notify the payroll office in writing when an employee becomes a full member of Education Minnesota Non-Licensed Instructors.

Section 5. District Indemnity: Education Minnesota Non-Licensed Instructors will indemnify, defend and hold the District harmless against any claims made against and any suits instituted against the District, its officers or employees, by reason of the payroll deductions under this Article.

Section 6. School Buildings and Facilities: Education Minnesota Non-Licensed Instructors shall have the right in accordance with established regulations to reasonable use of school buildings and facilities provided such use shall not interfere with normal school activities or functions.

Section 7. Bargaining Unit Information: By September 15 of each year, the District personnel office shall provide to Education Minnesota Non-Licensed Instructors a bargaining unit list of employees including name, address, work hours, work location, position, classification, wage schedule placement and effective date of employment in the bargaining unit.

Section 8. Payroll Deductions to Credit Unions: Employees shall be allowed payroll deductions to credit unions. Such requests for deductions will be made on a proper authorization card.

Section 9. Fair Practices Employment: No person or persons, departments or divisions responsible to the School Board shall discriminate against any employee on the basis of race, creed, color, national origin, sex or marital status.

Section 10. Personnel Files:

Subd. 1: All evaluations and files wherever generated relating to each individual instructor shall be available during regular school business hours to each individual instructor upon his/her written request. The instructor shall have the right to reproduce any of the contents of the files at the instructor's expense and to submit for inclusion in the file written information in response to any material contained herein. A District may destroy the files as provided by law and shall expunge from the instructor's file any material found to be false or substantially inaccurate through the grievance procedure. Expungement proceedings shall be commenced within the time period provided for the commencement of a grievance.

## **ARTICLE VI**

### **RATES OF PAY**

Section 1. Rates of Pay: The rates of pay established in Schedule A, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2015 through June 30, 2017.

Section 2. Placement on Salary Schedule: An employee shall receive one (1) additional step on the salary schedule for equivalent prior experience for the position or for a BA or BS Degree earned prior to employment. The Extended School Services Manager, in consultation with the Education Minnesota Non-Licensed Instructors President, will determine what is equivalent experience.

An employee shall receive one (1) additional step on the salary schedule for a BA or BS degree earned while employed with the District.

All duties will be paid at this rate. Placement on the 2015-17 salary schedules shall be as identified in Schedule A.

Section 3. Step Changes: Employees will progress on the salary schedule as indicated in Schedule A until they reach the final step.

Section 4. Step Adjustment Credit:

Subd. 1. New Employees: New employees who begin employment prior to January 1, will be credited with a year of experience the following July 1. All adjustments will be made as of July 1.



Subd. 2. BA or BS Credit: Individual contracts for employees earning a BA or BS degree will be modified to reflect one step advancement effective September 1 or January 15. The employee must submit proof of completion to the District Office.

Section 5. Additional Compensation: Employees shall be paid additional compensation for late pickups at the following rate:

- 1 to 15 minutes late add: 1/4 hour
- 16 to 30 minutes late add: 1/2 hour
- 31 to 45 minutes late add: 3/4 hour
- 46 to 60 minutes late add: 1 hour

Section 6. Summer Program: Any employee working as an instructor in the summer program shall be paid at his/her regular rate of pay as of June 30, 2016. Any instructor working as an assistant in the summer program shall be paid at his/her instructor step on the Community Education Pay Scale as an assistant. Any employee working as a supervisor in the summer program shall be paid at the rate of \$2.00 per hour above the highest instructor pay schedule rate.

Section 7. Pay Periods: All employees with the exception of floating instructors will have the option of either twenty (20) equal pay periods; the twenty-four (24) lump plan; or the option of twenty-four (24) multiple equal pay periods. Floating instructors will be paid hourly by the electronic time system. Effective July 1, 2014, current employees may change from the 20 to 24 pay option, but may not change from the 24 to 20 pay option. All new employees as of July 1, 2014, will only be able to choose one of the 24-pay options.

Section 8. No Successor Agreement: If negotiations for a successor Agreement are not completed upon the expiration of this Agreement, employees shall continue to be paid at their June 30 wage until a successor agreement is ratified by both parties.

Section 9. Floating Instructor Pay: Floating Instructors will receive their instructor rate of pay during contracted days when filling in for other positions, such as assistants and special education paraprofessionals, within the Extended School Services Department.

## **ARTICLE VII**

### **HOURS OF WORK AND OVERTIME**

Section 1. Basic Work Week: A regular workweek shall not exceed forty (40) hours.

Section 2. Part-Time Employees: The District reserves the right to employ such personnel as it deems necessary on a part-time basis. When additional hours arise, the District will offer the additional hours to qualified employees whose schedules would allow additional hours without the District paying overtime prior to hiring part-time employees.

Section 3. Work Schedules: Employee work schedules shall be established by the District and communicated in writing to the employee at least 30 days prior to the first day of the school year program and again if the schedule is changed. If Kid Zone facilities are not determined 30 days prior to the first day of Kid Zone, the 30 day requirement is suspended and the District will make a reasonable effort to communicate work schedules as soon as possible. Work schedules shall include the hours of service per day and the number of work days per contract year.

Section 4. Electronic Payroll System: Employees are expected to report actual time worked on the electronic payroll system. Extension of work day hours or number of days must be authorized for payment by the supervisor and recorded by the employee on the electronic payroll system.

Section 5. Work Day:

Subd 1. Split Shifts: An instructor with continuous employment as of January 1, 2016, working two non-consecutive shifts in the same work day, will be paid a split shift differential of 30 minutes per day and an additional 30 minutes for travel time.

Subd. 2. Planning Time: Each instructor shall be provided a minimum of 30 minutes of planning time without students each work day.

Subd. 3. Lunch: Each employee scheduled for more than four (4) hours shall, at his or her option, be granted an unpaid thirty (30) minute lunch period.

Subd. 4. Breaks: Employees are entitled to fifteen (15) minutes of paid break time from work duties for each four (4) consecutive hours of work. Break time is non-accumulating.

Section 6. Instructor Meetings: Employees shall be paid for attendance at program meetings as called by the Extended School Services Manager.

Section 7. Overtime: Actual time worked exceeding forty (40) hours per week shall be paid at the rate of one-and-one-half (1 1/2) times the employee's hourly rate. In lieu of overtime pay, an employee may take compensatory time at one-and-one-half (1 1/2) hour per hour worked, with the approval of the employee's supervisor.

Section 8. School Closings: In the event the schools of the District are closed during or prior to the commencement of the regular school day because of inclement weather or emergency, employees shall be compensated up to four days as normal workdays. Beyond four days, employees will have the choice of: using personal leave, using sick leave, take a day without pay or make up the lost time at a date(s) mutually acceptable to both the employee and the supervisor.

In the event of school closings, the District reserves the right to modify the school calendar. If school is closed on a normal duty day(s) and the District has designated make up day(s), the employee shall perform normal duties on such designated make up day(s) as established by the District. In the event the make-up day falls on a paid holiday, the employee will receive a floating holiday to be used on a date mutually acceptable to both the employee and supervisor.

Section 9. Floating Instructors Paid Leave: For purposes of school closings, sick leave, personal leave and holidays, hourly pay for floating instructors shall be based on a work day as addressed in the Memorandum of Understanding.

Section 10. Floating Instructors Work Day: Floating instructors will receive a minimum of 30 hours per week, not to exceed 40 hours per week. The Extended School Services Manager will make an effort to distribute all available hours as equally as possible among floating instructors and floating assistants. The Extended School Services Manager, at his/her discretion (based upon program needs) will determine if an absence will be posted or filled by a floating instructor. Floating positions will have priority of being assigned to an open position over non-floating positions, based on the program needs for the week.

Floating instructors filling in for other employees will be scheduled for the entire shift, including clean up or preparation time, unless the floating instructor is scheduled for another position during the clean up or preparation time.

## **ARTICLE VIII**

### **LENGTH OF WORK YEAR**

Section 1. All employees will be expected to work their regular daily assignment on those days the program is in session or scheduled to be in session with the exception of non-school program days and workshop days. On those days, the District may assign work hours and site assignment to facilitate program operation. No employee shall normally exceed forty (40) hours per week in any combination of duties.

Section 2. Instructors working the school year program shall notify the District by March 15 of their interest in working the summer program.

Section 3. Workshops: All instructors will be scheduled to attend five (5) days of workshop with no students, eight (8) hours per day, for the school year. Three (3) of the workshop days will be scheduled during the week before the start of the school year to allow for the instructor to set up the classroom and prepare for students. Of the remaining two (2) floating workshop days, one day is to be used in the first half of the school year and one day in the second half of the school year for professional development or curriculum writing. Floating workshop days should be scheduled with the Extended School Services office. Scheduled workshop days and times will be approved in advance.

## ARTICLE IX

### EXTRA COMPENSATION

Section 1. Travel Reimbursement: Employees who travel between school district buildings as part of their regular schedule shall be provided a mileage stipend as determined by the School District.

Section 2. Continuing Education Units: The District shall reimburse employees for continuing education fees, subject to pre-approval by the supervisor. CPR and First Aid are essential trainings which are required by the school district as a pre-requisite for an instructor position.

Section 3. Early Childhood Continuing Education Units: Wonder Zone Instructors are responsible for obtaining continuing education units as required by the District to maintain Parent Aware Accreditation. The District shall pay for fees associated with this training, subject to pre-approval by the Extended School Services Manager.

Section 4. Cell Phone/Data Plan Reimbursement: Floating instructors will be eligible for cell phone/data plan reimbursement in accordance with established District policy (i.e., \$45/\$90 per month).

## ARTICLE X

### GROUP INSURANCE

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

Section 2. Insurance Qualifications: All regularly employed personnel working thirty (30) hours or more per week will have the option to participate in the District's insurance plans set forth below.

Section 3. Health Insurance: District contributions are up to the following amounts (dependent on the plan chosen):

**2015-16:**

Single: up to \$571.83/month  
E+1: up to \$1252.31/month  
Family: up to \$1521.07/month

**2016-17:**

Single: up to \$590.76/month  
E+1: up to \$1293.78/month  
Family: up to \$1571.44/month

The District shall share equally any increase of insurance premium costs (50% to District contribution, 50% to employee contribution).

Any cost of the premium borne by the employee will be paid by payroll deduction through the employee's Section 125 flexible spending account.

Unit employees who are currently eligible for health insurance, and are married to other insurance eligible district employees, shall be eligible for full District contribution toward family coverage.

Employees who provide notice of retirement, and who have worked the full contract year, will be eligible for District contribution to all insurance programs (where applicable) through August 31 of that year.

Section 4. Dental Insurance: The District shall contribute \$26 per month toward the premium for individual or family coverage for all instructors employed by the District who qualify for and are enrolled in the School District's dental insurance plan. To qualify, the employee shall be involved in no less than thirty (30) hours of employment per week. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction through the employee's Section 125 flexible spending account.

Section 5. Long-Term Disability: Long-term disability shall be provided up to 66 2/3 percent of the employee's salary which shall take effect after a qualified absence of ninety (90) calendar days. Conditions are subject to the insurance company's terms and conditions. Employees on a medical leave and qualifying for long-term disability insurance may continue receiving the District medical insurance contribution for one year from the start of the medical leave.

Section 6. Life Insurance: All employees shall be provided term life insurance coverage in the amount of \$50,000. Insurance is to be subject to the insurance company's terms and conditions.

Section 7. Claims Against the District: It is understood that the District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claims shall be made against the District as a result of a denial of insurance benefits by an insurance carrier.

Section 8. Continuation of Coverage: Upon retirement, an employee shall be eligible to participate in the District's individual or family hospital-medical insurance plan until the employee reaches Medicare eligibility at which time eligibility and participation shall be subject to the rules of the carrier.

## **ARTICLE XI**

### **ASSIGNMENT, VACANCIES, TRANSFERS AND PROMOTIONS**

#### Section 1. Assignments:

##### Subd. 1. Process for Placement of Instructors:

1. All program sites, sections and positions are determined.

2. All positions are reviewed to determine whose position has changed and whose remains the same.
  - a. Kid Zone factors that constitute a change:
    - i. If before school or after school hours change by 15 minutes or more (start/dismissal times)
    - ii. If before school or after school program is added or removed from site
    - iii. If a site is opened or closed
    - iv. If layoffs occur (all positions open, see Section 1, Subd. 1, 3 b.)
  - b. Wonder Zone factors that constitute a change:
    - i. If a section of Wonder Zone is added or removed
    - ii. If layoffs occur (all positions open, see Section 1, Subd. 1, 3 b.)
  - c. A Kid Zone or Wonder Zone position remains the same if none of the above factors are affected.
3. A letter of notification will be sent to all instructors to inform them of status of positions for the next school year.
  - a. If a position remains the same from prior year, then the instructor will receive a letter in writing along with a listing of all positions identified for the upcoming school year. The instructor has one week (5 working days) upon notification to communicate to Extended School Services Manager if he/she will either accept or decline the offer. If the instructor declines the position, the instructor may bid for a new open position.
  - b. If a position has been changed from the prior year, the instructor will be notified in writing of all open positions in that program area. It will describe the open positions and the process in which to bid for a new position.
4. The Extended School Services Manager will then review all requests and notify each instructor in writing. The offer will be based upon site/child needs, number of hours worked during the prior year, years of service as an instructor in the bargaining unit, experience in educational or child care field, educational qualifications, and employee preferences.
5. Each instructor that has received a new position offer has one week (5 working days) from the date of notification on the letter to either accept or decline position offer. If a position is declined, then all open positions that have been declined will be again reviewed to see if a better fit between available positions and available instructors exists before an external posting is made.

Subd. 2. Vacancies which occur after employees have been placed shall be posted on the District's website within ten (10) days following final approval by the School Board.

Subd. 3. Assignments for the following school year shall be completed within thirty (30) days following the close of the posting period.

Subd. 4. Employees denied their requests for assignment shall be given reason(s) in writing.

## Section 2. Mid Year Transfers Within Program Area:

Subd. 1. Voluntary Transfers: Employees shall make application for voluntary transfer in writing to the Extended School Services Manager. The District shall make reasonable effort to grant applications for transfer subject to the needs of the District.

Subd. 2. Involuntary Transfers: Before making an involuntary transfer from any school building, the District will seek a volunteer from those who are qualified for the position. If no satisfactory volunteer is secured, the employee with the least seniority shall be transferred. Reasons for the transfer shall be given in writing. An involuntary transfer shall not be used as a punitive measure against an employee.

## Section 3. Vacancies:

Subd. 1. All vacancies shall be posted for five (5) working days in the office areas of school buildings and the District Office. Postings shall include qualifications required for the position. Applications must be submitted to the District Office as prescribed on the posting.

Subd. 2. Notification of vacancies for any unit position will be posted on the District's website prior to the employee's last day of the school year. Any vacancies that occur during the period when school is not in session shall be posted on the website within 24 hours of notification to the District.

Subd. 3. The following criteria shall be used for the filling of vacancies: qualifications, training, experience as an instructor, seniority as an instructor and preferences of the employee. All internal bargaining unit candidates will be granted a formal interview and be considered prior to external candidates provided they meet the qualification requirements in the job posting as determined by the Extended School Services Manager.

Subd. 4. Employees denied their requests shall be given the reason(s) in writing.

Subd. 5. Employees shall be given the option to work in the summer program prior to any open summer program positions being posted for either external applicants or other district employee applicants. Employees working non-instructor summer program positions will not receive summer instructor wages or benefits.

Section 4. Promotions: The District encourages its employees to aspire to positions requiring greater responsibility, skills and competencies within the organization.

## ARTICLE XII

### LEAVES OF ABSENCE

#### Section 1. Sick Leave and Emergency Leave:

Subd. 1. All full and part-time instructors shall be granted sick leave-emergency leave at the rate of one (1) day per month of service to the District, equaling nine (9) days for instructors working school year only, and twelve (12) days for those instructors choosing to also work in the summer months. Instructors choosing to work in the summer months shall be granted the three (3) days sick leave-emergency leave on July 1. Sick leave credit appears on the employee's paperless check, which is available for viewing on the web and should be verified by the employee on a regular basis.

Subd. 2. Unused leave days may accumulate to a maximum carry-over credit of 120 days leave per instructor.

Subd. 3. When reasonable, the School Board may require an instructor to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the instructor will be so advised.

Subd. 4. Sick leave pay shall be approved only upon submission of a signed request by the employee using the authorized sick leave pay request form.

Subd. 5. Instructors receiving sick leave-emergency leave are eligible to participate in the incentive program receiving \$10.00 per hour buy-back for up to four (4) days of unused sick leave per school year.

0 sick days used	= 4 days x \$10 per hour
1-2 sick days used	= 2 days x \$10 per hour

#### Section 2. Medical Leave:

Subd. 1. Medical Leave of Absence: An employee who is unable to work because of personal illness or disability may, upon request, be granted a medical leave of absence without pay for the duration of said illness/disability or the remainder of that school year, whichever comes first. Such leave shall run concurrently with FMLA leave if the employee is eligible.

Subd. 2. Renewal of a Medical Leave of Absence: In the event a medical leave of absence needs to be renewed for an additional school year, up to an additional year without pay may be granted annually, upon written request from the employee and mutual agreement between the employee and the District. An employee may only request to renew this leave two (2) times not to exceed three (3) consecutive years on a medical leave of absence.



Subd. 3. Return from Leave: Employees returning from a medical leave will return to a non-licensed instructor position subject to Article XVI.

Subd. 4. LTD and Health Insurance: An employee qualifying for long-term disability insurance and on a medical leave may continue receiving the district health insurance contribution for one year from the start of the medical leave.

Subd. 5. The District will publish administrative procedures that will include the process for applying for medical leave as well as the requirements of employees returning from such leave.

Subd. 6. The terms of this agreement shall remain in effect and the employee shall retain the original seniority date of hire, salary and fringe benefits, which had accrued prior to taking the medical leave of absence.

### Section 3. Family Illness/Death Leave:

Subd. 1. Family Illness Leave: Sick leave allowance may be used for serious illness in the immediate family. Immediate family will normally be defined as spouse, children, step-children, grandchildren, parents or parents-in-law, siblings, spouse's siblings, grandparents and significant other where there is an on-going relationship and shared household. Up to five (5) days of leave allowance may be used for death leave in the immediate family. For death or illness in other than the immediate family, up to three (3) days of leave allowance may be used per incident upon approval of the Extended School Services Manager. The District may extend these limitations when circumstances warrant.

Subd. 2. Leave of Absence Without Pay: An employee is eligible for a leave of absence without pay for a period of up to twelve (12) weeks, without loss of seniority or benefits, for the purpose of caring for a spouse, child, or parent during an extended illness. The District may also approve at its discretion, a request for leave without pay for other purposes. Failure to return to work upon expiration of a leave of absence may result in termination of employment.

### Section 4. Personal Leave:

Subd. 1. All employees shall be granted three (3) days of personal leave each year to be used at the employee's discretion; however, such days may not be used to extend the Education Minnesota professional weekend, Thanksgiving Break, Winter Break, or SpringBreak without approval by the Extended School Services Manager. After 3 consecutive years in the program, employees shall be granted five (5) days of personal leave, requiring approval from the Extended School Services Manager. Up to two (2) days of unused personal leave may be carried over for a maximum of seven (7) days, in which no more than five (5) consecutive days shall be taken in one year.

Subd. 2. Requests for personal leave must be made in writing to the Extended School Services Manager at least five (5) days in advance, except in the event of emergencies.

Subd. 3. Upon request of the employee, personal leave may be bought back annually by the District at the rate of \$50 per day.

Subd. 4. Approval Limits: Personal leave approval will be restricted during student contact days, workshop days and field trip days as follows:

1. Personal leave may not be used during the first fifteen (15) student contact days of the school year; the last fifteen (15) contact days of the school year.
2. Personal leave may not be used during workshop days prior to the start of the school year and the last field trip days at the end of the school year.
3. Personal leave may not be used by more than two (2) employees per day.
4. Exception to these restrictions may be made by the Director of Administrative Services for the following reasons:
  - a.) Property closing;
  - b.) Court appearance when a party to a court proceeding or witness in a court proceeding, except against ISD 194;
  - c.) An emergency causing serious physical damage to property;
  - d.) Religious observation as required by the employee's religious convictions, provided such requirement cannot be met outside the school day;
  - e.) Attendance at a wedding of the employee's child, sibling, parent, or self;
  - f.) Attendance at graduation of the employee's child, sibling, parent, spouse or self;
  - g.) Transporting one's child to/from college.
  - h.) Other significant personal or family reasons which warrant leave as determined by the Director of Administrative Services.

Subd. 5. The District shall grant an employee leave of up to a total of sixteen (16) hours during the school year to attend school conferences or classroom activities related to the employee's child, provided the conferences or classroom activities cannot be scheduled during non-work hours. When the leave cannot be scheduled during non-work hours and the need for the leave is foreseeable, the employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to unduly disrupt the operation of the school. This subd. is in accord with M.S.181.9412, School Conference and Activities Leave.

Section 5. Leave Due to Pregnancy, Child Care or Adoption:

Subd. 1. Pregnancy disability as declared by the employee's physician shall be considered sick/disability leave under the terms of this Agreement. The district may require that the employee undergo a physical examination by a licensed physician designated by the District. Such physician's

opinion shall be determinative as to the period of disability. The cost of such physical examination shall be borne by the District. Failure of an employee to return pursuant to the end of her disability shall constitute grounds for discharge. There shall be a presumption of disability for periods up to six (6) weeks following delivery.

Subd. 2. At the time an employee becomes eligible to receive long-term disability compensation as provided in this Agreement, such employee shall no longer be eligible for any sick leave pay pursuant to this section as long as such employee continues on long-term disability compensation.

Subd. 3. An employee returning from child care or pregnancy disability leave within the provisions of this section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this Agreement at the commencement of the leave. Employees shall not accrue any additional experience credit for leave time during child care or pregnancy disability leave. Periods of time for which the employee is on child care leave or pregnancy disability shall not be counted in determining the completion of the probationary period.

#### Section 6. Unpaid Child Care/Adoption Leave:

Subd. 1. An employee shall be granted an unpaid child care leave of absence according to the procedures outlined in this section. The District shall not be required to grant any leave in excess of fifteen (15) months in duration.

Subd. 2. The employee shall submit a written request to the Director of Administrative Services for child care leave within thirty (30) days of the anticipated leave date, including commencement date and return date, unless the child care leave is unforeseeable, in which case the employee must notify the District of the expected leave within one (1) working day of the beginning of the leave. Child care leave may be taken immediately at the conclusion of sick leave. Once a child care leave commences pursuant to this section, an employee shall not be eligible for sick leave pursuant to Section 1. hereof.

Subd. 3. The District shall provide insurance benefits at the same level as an employee actively employed for the period exceeding the employee's requested date of return. The District shall not be required to grant any leave in excess of fifteen (15) months in duration, (i.e. a combination of sick leave and child care leave).

Subd. 4. If an employee requests return from leave prior to the termination date of the leave, the School Board, at its discretion, may permit the employee to return at an earlier date.

Subd. 5. Upon return from a child care leave the employee shall be returned to the former position from which the employee was granted the leave, or an equivalent position if that position no longer exists, whereby the provisions of this Agreement are applicable.

Subd. 6. Failure of the employee to return pursuant to the date determined in this section may constitute grounds for termination in the School District.

Subd. 7. The period of time when the employee is on child care leave shall not be counted in determining the completion of the probationary period, and such probationary period shall be extended for the period taken for child care leave.

Subd. 8. An employee returning from child care leave within the provisions of this Section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this Agreement at the commencement of the leave. The employee shall not accrue additional experience credit or leave time during the period of absence from child care leave unless the employee has served at least one hundred (100) work days of the school year, upon which the employee shall be placed on the next higher step.

Subd. 9. An employee on child care leave shall be entitled to continuation of District contributions for health insurance benefits during the period of the leave; however, District contributions shall not exceed twelve (12) weeks accumulated unpaid leaves of absence per year. The employee shall be eligible to participate in group insurance programs if permitted under the insurance policy provisions which exceed the twelve (12) week unpaid leave period, but shall pay the entire premium commencing with the beginning of the child care leave for such insurance programs the employee wishes to retain. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the District pursuant to this action.

Section 7. Workers' Compensation: Pursuant to MS 179, an employee injured on the job in the service of the School District and collecting workers' compensation insurance may draw sick leave and receive full salary from the School District; the employee's salary to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from the employee's sick leave.

Section 8. Jury Duty: An employee required to serve on a jury shall be granted a paid leave for the duration of such duty. The employee will reimburse the School District the amount paid as compensation for serving on the jury. The employee will retain expenses reimbursed by the court (i.e., parking, mileage, and meals.) It is the employee's responsibility to secure expense reimbursements from the court. If an employee is subpoenaed in cases involving the school district or students, the employee will be permitted time off without loss of salary and will be allowed to retain any allowable expenses reimbursed by the court.

Section 9. Union Leave: Leave to conduct union business shall be granted as follows:  
Representation: An employee is entitled to representation by the Education Minnesota Non-Licensed Instructors when he/she is being warned, reprimanded or disciplined for any infraction of rules or delinquency in professional performance. Leave for employee representation will be on an as needed basis at the expense of the District. Reasonable representation at mediation and arbitration hearings are also covered under this category.

## **ARTICLE XIII**

### **HOLIDAYS**

Section 1. Paid Holidays: All employees shall receive a paid holiday for the following official holidays: Thanksgiving Day and the day following Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Presidents Day, Memorial Day, Good Friday, July 4 and Labor Day.

Section 2. Eligibility: In order to be eligible for holiday pay, an employee must have worked for her/his regularly scheduled work day before and after the holiday unless she/he is excused for illness, leave, or on vacation under these provisions.

## **ARTICLE XIV**

### **PROBATIONARY PERIOD**

Section 1. Probationary Period: The new employee shall serve a probationary period of one (1) year of continuous service in the bargaining unit during which time the District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provision of the contract alleged to have been violated.

Section 2. Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay or discharged only for cause.

Section 3. Seniority Date: Employees shall acquire seniority upon completion of the probationary period. The seniority date shall be the employee's effective date of employment in the bargaining unit. If more than one employee commences work on the same date, seniority ranking for such employees shall be determined by the District upon hire.

## **ARTICLE XV**

### **PROGRESSIVE DISCIPLINE**

Section 1. Purpose: The purpose of this Article is to set forth the procedures for, and the conditions under which, instructors may be disciplined. All discipline shall be for just cause and subject to the grievance procedure of this Agreement, except as modified herein. Except in cases of termination, all discipline administered shall have remediation as its goal.

Upon filing charges against an employee, the School Board may suspend with pay the employee from regular duty while it conducts an investigation of the matter.

Section 2. Steps: Discipline shall be administered by the Superintendent or Director of Administrative Services. Discipline shall normally occur in the following sequence:

1. Oral Reprimand: An oral reprimand shall only be given to an employee in the presence of an Education Minnesota Non-Licensed Instructors representative. The supervisor shall meet with the employee to review the supervisor's observations, unacceptable performance or misconduct which has necessitated the action. The supervisor shall inform the employee of acceptable standards of performance, conduct or both and that the employee's performance, conduct or both must improve. The supervisor will make a record of the oral reprimand and have the employee sign it for notice purposes only, and then forward it to the District Human Resources office to be placed in the employee's personnel file. A letter of direction may/may not be included as part of the oral reprimand.

2. Written Reprimand: A written reprimand may be issued due to the seriousness of the offense or if oral reprimands have not produced the desired results. The written reprimand shall contain:

- a. Labeled as a written reprimand.
- b. State the unacceptable performance or conduct which has necessitated the action.
- c. Indicate acceptable standard of performance or conduct as well as a corrective action plan, if appropriate.
- d. Indicate the period of time the employee will be given to correct or improve the performance or conduct.
- e. State the consequences, if satisfactory improvement is not made.

3. Suspension Without Pay: An employee may be suspended without pay for just cause. Any such suspension is subject to the grievance procedure.

Notice: Suspension shall take effect upon the employee's receipt of written notification from the Superintendent of Schools to the employee stating the grounds for suspension. The employee may make a written request within ten (10) working days after receipt of such notification. The employee may request a hearing before the School Board to review the suspension. If no hearing is requested by the employee within the time limits specified, it shall be deemed acquiescence by the employee to the suspension.

4. Hearing: If the instructor requests a hearing within the ten (10) working day period, the hearing shall take place within ten (10) calendar days after receipt of the request for hearing. At the option of the School Board, the hearing may be by a committee or a designated representative of the School Board. The School Board reserves the right to affirm, reduce or reverse the suspension action. In the event the suspension is reversed or reduced, the employee shall be compensated appropriately for any salary loss during the period for suspension not afforded by the School Board. The employee shall be notified of the date, time, and place of the hearing and the School Board shall issue its decision within ten (10) calendar days after the conclusion of the hearing.

5. Grievance: The decision of the School Board shall be subject to the grievance procedure as provided in the Agreement commencing at the arbitration level, provided

written notification requesting arbitration is received by the Superintendent within ten (10) calendar days after receipt of the School Board's decision.

Section 3. Exceptions: Generally, discipline shall follow the steps outlined herein in order. Some offenses, however, are so grievous that they may require up to and including termination as the initial step. These exceptions include but are not limited to theft of District or personal property, unexcused absence from work, the sale or use of drugs, intoxication or the consumption of alcoholic beverages while on duty, gross insubordination, sexual, religious, racial harassment or violence, child abuse, an act of violence against another person.

## ARTICLE XVI

### SENIORITY, LAYOFF, RECALL AND REASSIGNMENT

Section 1. Definition: Changes in organizational structure and assignments, decreasing workloads, shortage of funds, and other related reasons may necessitate that the Board reduce positions. The Board may utilize attrition as opposed to immediate bumping and layoffs.

Section 2. Factors Affecting Layoffs: The Board will consider the following factors affecting layoffs. Layoffs will result if no alternative positions are available.

Subd. 1. Probationary employees are not eligible for reassignment due to layoff.

Subd. 2. Employees volunteering for layoff will be laid off first.

Subd. 3. The inverse order of seniority in the bargaining unit as a whole will apply.

Subd. 4. Employees who refuse to accept an assignment within their bargaining unit will be terminated.

Subd. 5. Advance notice will be given of layoffs with a minimum of four (4) weeks notice or the greatest extent possible and practical if the employee is on active employment.

Section 3. Reassignment: If layoffs occur, all positions in that program area will re-open. Qualified members in the bargaining unit as a whole may bid for open positions as stated in Article XI, Section 1, Subd. 1, 4.

Section 4. Seniority Roster: A seniority roster will be maintained for non-probationary unit employees based on effective date of employment in the bargaining unit. The seniority roster will be published each year by July 1.

Subd. 1. There is a loss of seniority credit based on the terms of the leave for leaves of absence exceeding two (2) weeks for reasons other than personal illness or maternity leaves or other leaves mandated by law.

Section 5. Guidelines in Effecting Reassignments and Layoffs:

Subd. 1. The employee affected by a position termination will be considered for reassignment in the bargaining unit as a whole.

Subd. 2. Reassignment will be designated by the administration based on seniority, qualifications and assignments commencing with the most senior person affected by the layoff.

Section 6. Factors Applying to Reassigned Employees:

Subd. 1. If an opening occurs in the bargaining unit, the employee will be assigned to the position if they meet the qualifications in the job description without necessity of posting if the opening occurs within twelve (12) months of the reassignment. A refusal to accept reassignment will result in loss of return rights.

Section 7. Factors Applying to Laid Off Employees:

Subd. 1. Seniority will not accrue and fringe benefits will not apply during lay off.

Subd. 2. Payment for unused sick leave is not allowed, but unused leave will accrue to laid off employees upon recall.

Subd. 3. The last employee laid off will be the first rehired, if qualified for the position. In instances of equal seniority dates, the administration will use employee numbers as the determining factor. Employees with the lowest employee number will be reassigned first.

Subd. 4. Laid off employees who fail to accept reemployment within fifteen (15) calendar days of receipt of notice from the District will be permanently terminated. The District shall send such notice by certified mail.

Subd. 5. Laid off employees will be permanently terminated after twenty-four (24) months from date of layoff.

**ARTICLE XVII**

**GRIEVANCE PROCEDURE**

Section 1. Grievance Definition: A “grievance” shall mean an allegation by an employee or Education Minnesota Non-Licensed Instructors resulting in a dispute or disagreement as to the interpretation or application of terms and conditions contained in this Agreement.

Section 2. Representative: The employee will be represented during any step in this procedure by Education Minnesota Non-Licensed Instructors. Only Education Minnesota Non-Licensed Instructors will process a grievance through any step, including arbitration, of this grievance procedure.



### 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.

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, 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: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the District's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within thirty (30) days after the employee(s) became aware of the issue. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance.

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

Subd. 1. Level I: An effort will first be made to adjust an alleged grievance informally between the employee involved and the immediate supervisor. The immediate supervisor will give a written decision on the grievance to the parties involved and the EM-Non-Licensed Instructors president within ten 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 Executive Director of Administrative Services, provided such appeal is made in writing within five days after receipt of the decision in Level I. The Executive Director of Administrative Services will meet with EM-Non Licensed representative(s) regarding the grievance within ten days after receipt of the appeal. Within five days after the meeting, the Executive Director of Administrative Services will issue a decision in writing to the EM-Non-Licensed Instructors president.

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 days after receipt of the decision in

Level II. If a grievance is properly appealed to the School Board, the School Board will set a time to hear within five days and conduct the hearing within 15 days after setting the date. Within ten days after the meeting, the School Board will issue its decision in writing to the EM-Non-Licensed Instructors president. 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 recommendation to the School Board. The School Board will then render a written decision to the EM-Non-Licensed Instructors president.

Section 6. Arbitration Procedures: In the event that the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein.

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

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

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator.

If the parties to a contract cannot agree upon an arbitrator or arbitrators as provided by the contract grievance procedures or the procedures established by the director, the parties shall, under the direction of the Bureau of Mediation Services (BMS), alternately strike names from a list of five (5) arbitrators selected by the BMS until only one name remains; which arbitrator shall make his/her decision regarding the grievance and it shall be binding upon the parties providing such request is made within twenty (20) days after request for arbitration. The failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

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

1. The issues involved.
2. Statement of the facts.
3. Position of the grievant.
4. The written documents relating to Section 5 of the grievance procedure.

b. Upon appointment of the arbitrator, the School Board may make a similar submission of information to the arbitrator within five (5) days, and upon doing so, must provide a copy to the appealing party.

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 an opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator.

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

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 to arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator and other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 8. Jurisdiction: The arbitrator shall have written jurisdiction over disputes or disagreement 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 defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein. 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.

Section 7. Rights of Employees to Participate: No reprisals of any kind will be taken by the Board or the school administration against any employee because of his/her participation in this grievance procedure.

Section 8. Processing of Grievance: All grievances shall be heard outside of the school day, subject only to the discretion of the arbitrator or at such times as determined by the School Board or its designated representatives. In the event the grievance shall be processed during the basic school day, there shall be no loss in wages, and this shall involve no more than three (3) persons including the grievant's representative, in any grievance whether involving one or more grievant.

## ARTICLE XVIII

### MISCELLANEOUS

Section 1. 403b Plan Participation: Effective July 1, 2010, all employees shall be eligible to contribute to a 403b plan. Employees who have completed five (5) years of service in the bargaining unit will be eligible to receive a District match. Employees receiving the District match prior to July 1, 2010, will be grandfathered.

July 1, 2015 – June 30, 2017

0-5 years	No match
6 or more years	\$540 match

Section 2. Retirement Incentive: Instructors who are 55 years old and have completed twenty (20) years of service with the Bargaining Unit are eligible to receive the retirement incentive. All eligible instructors upon retirement will receive four (4) day's pay of their unused sick-leave days for each year of service in the Bargaining Unit to a maximum of sixty (60) days' pay. The instructor's daily rate of pay at the time of retirement will be used to multiply by the number of years of service in the Bargaining Unit to determine the amount of the incentive.

Any contribution by the district to a 403b plan will be deducted from the retirement incentive. Payment of the incentive will be deposited in the instructor's name in the Post-Retirement Health Care Savings Plan, administered by the Minnesota State Retirement System. Payment will be made within thirty days of retirement.

Section 3. Outdoor Clothing Allowance: Instructors who are assigned playground or swimming supervision as a part of their position shall be entitled to an allowance not to exceed \$50 per year for the purchase of outdoor clothing or swimwear. The employee shall submit receipts for the purchase of outdoor clothing to the Extended School Services Manager for reimbursement.

If a particular type of clothing is required for purposes of staff identification on non-school day activities, the program will provide this item to staff at no cost to the employee.

## ARTICLE XIX

### DURATION

Section 1. Term of Agreement: This Agreement shall remain in full force and effect for a period commencing July 1, 2015, through June 30, 2017, or until a successor agreement is negotiated.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the District and the Education Minnesota Non-Licensed Instructors. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Severability: The provisions of the 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 there.

Section 4. Finality: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement, except by mutual consent of the parties.

Section 5. Agreement of Record: There shall be five (5) signed copies of the Agreement for the purpose of record; one retained by the Board, one by Education Minnesota Non-Licensed Instructors, one by the Superintendent and one for each chief negotiator.

# SALARY SCHEDULE

## 2015 – 2016

<u>Step 1</u>	<u>Step 2</u>
\$19.86	\$22.27

## 2016 – 2017

<u>Step 1</u>	<u>Step 2</u>
\$20.36	\$22.83

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

EDUCATION MINNESOTA  
NON-LICENSED INSTRUCTORS

Randi B. Kirchner

Jennifer A. Hochman

5-9-16  
Date

INDEPENDENT SCHOOL DISTRICT 194

Michelle Volk  
School Board Chair

Kathy Lewis  
School Board Clerk

4/26/16  
Date