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## **PREAMBLE**

The School Board and the Education Assistants of District 281 recognize that they have a common responsibility beyond their collective bargaining relationship. Each will strive to achieve quality long-term education goals and programs through the establishment of mutually accepted channels of communication. It is hoped that this joint effort will contribute in significant measure to the advancement of public education in District 281.

## **AGREEMENT**

This Agreement entered into between the School Board of Independent School District 281, Hennepin County, Minnesota, hereinafter referred to as the School Board, and the Robbinsdale Federation of Teachers, Local 872, American Federation of Teachers, AFL-CIO, hereinafter referred to as the Federation, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, hereinafter referred to as the PELRA of 1971 as amended, to provide the terms and conditions of employment of education assistants during the duration of this Agreement.

## **RECOGNITION**

In accordance with PELRA of 1971 as amended, the School Board recognizes the Robbinsdale Federation of Teachers as exclusive representative of Education Assistants employed by this School Board. The Federation shall represent all the Education Assistants of School District 281 as defined in this Agreement.

## **ARTICLE I Definitions**

### **1-1 Terms and Conditions of Employment**

The term "Terms and Conditions of Employment" means the hours of employment, the compensation therefore including fringe benefits, and the employer's personnel policies affecting the working conditions of the employees. This does not mean the retirement contributions or benefits nor does it mean the education policies of the school district.

### **1-2 Appropriate Unit**

For the purpose of this Agreement the term "appropriate unit" shall mean that unit of employees classified by the School Board as education assistants consistent with 1-3 of this Agreement, except that it shall exclude the following: confidential employees, supervisory employees, essential employees, employees whose services do not exceed 12 hours per week, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year and emergency employees.

### **1-3 Education Assistants**

This shall mean all persons employed and classified as education assistants by the School Board.

The Board and the District Comparable Worth agent recognize four (4) classes of Education Assistants. The classes are based on job description and reflect different levels of independent decision making.

Employees hired prior to July 1, 2004 will be recognized under the following categories (I-X) of Education Assistants and the corresponding pay for the 2005-2007 school year.

#### **1-3-1 Category I--Title I Education Assistants**

Category I shall include Title I education assistants whose primary function is to serve students in elementary schools designated by Title I as target schools in District 281. This category is distinguished from others because of the district's source of revenue which is derived totally from Title I of the Federal government's Elementary Secondary Education Act, and such jobs are available contingent on amount of federal funding. EAs in this category shall be required to meet training requirements under No Child Left Behind.

#### **1-3-2 Category II--Health Education Assistants**

Category II (A), II (B) and II(C) education assistants shall include health education assistants whose primary responsibility shall be to assist school nurses in treating the health needs of elementary, middle school or high school students. Category II(C) will include licensed health care education assistants with specialized training. (Licensed Practical Nurses Certified Occupational Therapy Assistants and Physical Therapy Assistants).

#### **1-3-3 Category III-- Office and Tutor Education Assistants**

Category III education assistants shall include office and tutor education assistants in the following subcategories whose primary responsibility shall include:

**III-A-Office:** Performing clerical functions and producing and distributing materials for teachers.

**III-B-Tutor:** Assisting teaching staff with individual or group learners in specific subject areas.

#### **1-3-4 Category IV--Supervisory and Security Education Assistants**

Category IV education assistants shall include supervisory and security education assistants in the following subcategories whose primary responsibilities include:

**IV-A-Supervisory:** Supervision of students on the playground or in other areas in the school building during normal school hours.

**IV-B-Security:** Performing duties to guard against theft or attack during school hours and non-school hours.

**1-3-5 Category V - Special Education Assistants**

Category V education assistants shall include assistants in Special Education.

In order to maintain continued employment in this category, the special education assistant must complete a 24 hour special education training course relative to working with individuals who are medically fragile or have physical disabilities. This would need to be done within the first calendar year of employment. The district will notify eligible participants and provide for financial costs pursuant to the course. Education assistants will be paid their regular rate of pay for the time they spend in any required training.

In the event a program should request and receive prior approval for preparation for education assistants during workshop week, a special education assistant may choose to engage in such preparation and shall receive up to 6.5 hours at the special education assistant's hourly rate of pay.

**1-3-6 Category VI--Early Childhood Family Education Assistants**

Category VI shall include preschool education assistants whose primary responsibility is supervision of the students who attend the Early Childhood Family Education Center.

**1-3-7 Category VII-Adventure Club Education Assistants**

Category VII shall include education assistants whose primary responsibility is supervision of the students who attend the Adventure Club extended day program. Adventure Club education assistants shall include the following:

**VII-A-Assistant Teacher-Level I:** Plan and implement curriculum for children in the Adventure Club program. Supervise volunteers and recreation leaders to work effectively with children. (Meet requirement of teacher as outlined in Department of Human Service Rule 3.)

**VII-B-Assistant Teacher-Level II:** Assists in the planning and implementing of curriculum for Adventure Club children; Supervises recreation leaders and volunteers. (Meet requirement of assistant teacher as outlined in Department of Human Service, Rule 3.)

**VII-C-Recreation Leader:** Assists teachers and assistant teachers in planning and implementing daily activities with children in the Adventure Club program.

**1-3-8 Category VIII Media and Technology**

Category VIII shall include education assistants, whose primary responsibilities include supporting the Media Specialist and school staff, supporting and helping maintain building technology, and supervising activities in the Media Center and computer labs in the following subcategories.

**1-3-9 Category IX Adult Academic**

Category IX shall include education assistants whose primary responsibility is working in the Adult Academic Program.

**1-3-10 Category X--Creative Play/Kindergarten Prep Education Assistants**

Category X shall include education assistants whose primary responsibility is working in the Creative Play and the Kindergarten Prep Programs.

**1-4 Vacancy**

A vacancy shall mean an unfilled position within the bargaining unit, which the district elects to fill.

**1-5 Seniority**

Seniority is the most recent date of hire. The seniority date shall be the first day of employment. In case of a tie, the education assistant's last four digits of their Social Security number shall be used; the higher number being more senior.

**1-6 Affirmative Action**

District 281 and the education assistant unit support the affirmative action plan which states that District 281 will not discriminate against or harass any employee or applicant for employment because of race, color, creed, religion, national origin, sex, disability, age, marital status or status with regard to public assistance, except where such status is a bona fide occupational qualification.

**1-7 Employees hired after July 1, 2004 will be placed in the following classes:**

<b>Class:</b>	<b>Job Titles:</b>
Educational Assistant I:	Monitor (previously Supervisory), AT2, Rec. Leader, In-school Suspension, Lifeguard, Special Education Bus Monitors, Security
Educational Assistant II:	(Elementary and Secondary Office, Elementary and Secondary Media, Creative Play, ECFE, Health, AT1, WSI.)
Educational Assistant III:	(Title I, Special Education, Adult Academic, Tutors)
Educational Assistant IV:	(LPN, COTA, PTA)

**Article II  
School Board Rights**

**2-1 Inherent Managerial Rights**

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 the selection, direction, and number of personnel.

**2-2 Management Responsibility**

The School Board has the right and obligation to manage efficiently and conduct the operation of the school district within its legal limitations and with its primary obligation to provide education opportunity for the students of the school district.

**2-3 Effect of Laws, Rules and Regulations**

All employees covered by this Agreement shall perform the non teaching services prescribed by the School Board and shall be governed by the laws of the State of Minnesota, federal laws, and by the School Board rules, regulations and directions issued by properly designated officials of the school district.

## **2-4 Reservation of Board's Rights and Duties**

This Agreement is not intended to abrogate the statutory power of the School Board of the school district to make rules and regulations to manage and to direct all the operations and activities to the full extent authorized by law, relative to whatever is necessary for the proper establishment, maintenance, and management of the public school system.

## **Article III Education Assistants and Federation Rights**

### **3-1 Right to Join**

Education assistants have the right to join any education assistant organization, but membership in an education assistant's organization shall not be required as a condition of employment.

### **3-2 Right to Discuss Complaint**

No education assistant shall be prevented from informally discussing a complaint with his/her immediate supervisor or processing a grievance in his/her own behalf in accordance with the grievance procedure hereinafter set forth in Article IV.

### **3-3 Dues Check Off**

Education assistants shall be allowed dues check off to the Federation. Upon receipt of a properly executed authorization card of the employee, the School District will deduct from the employee's paycheck the dues which the employee has agreed to pay to the exclusive representative. Such deductions shall normally be made in 10 equal installments beginning in September. All deductions shall occur once a month.

### **3-4 RFT Education Assistant Building Representatives**

The RFT education assistant president/designee and building representatives shall be allowed reasonable time during the work year to carry out the duties necessary for the purpose of communicating Federation business to members of the unit. Such time shall be arranged between the RFT education assistant president/designee's or building representative and the building principal.

Up to seven (7) days leave per year shall be granted to the education assistants' bargaining unit upon request of the Federation president for purposes related to the conduct of bargaining unit business.

### **3-5 Education Assistant Evaluation**

When a written evaluation of an education assistant is made by his/her supervisor, the following procedures shall be followed:

#### **3-5-1 Material Filed**

The education assistant shall be given an opportunity to read the written evaluation. The education assistant shall sign the copy to be filed, with the understanding that this means that the education assistant has read the material, but not that the education assistant necessarily agrees with its content.

#### **3-5-2 Right to Answer Material Filed**

The education assistant shall have the right to answer any material filed and the education assistant's answer shall be attached to the file copy.

#### **3-5-3 Reproduction of Material Filed**

The education assistant may have reproduced any material in the education assistant's file at the education assistant's expense.

### **3-5-4 Performance Evaluation**

Normally, education assistants shall be evaluated every year by the building principal or applicable supervisor.

### **3-6 Union Representation**

Education assistants shall be entitled to have a Federation representative present at meetings with district officials when the nature of the meeting involves disciplinary action in accordance with 6-7 Dismissal Due to Unsatisfactory Work, and 7-2 Transfer Guidelines Involving Unsatisfactory Work.

### **3-7 Labor/Management Committee**

The Federation and the District agree to the concept of a labor/management committee. The purpose of the labor/management committee shall be to discuss and exchange ideas on issues not specifically covered in the collective bargaining agreement.

## **Article IV Grievance Procedure**

### **4-1 Definition**

A "grievance" shall mean an allegation by an education assistant resulting in a dispute or disagreement between the employee and the School Board as to the interpretation or application of terms and conditions of employment, insofar as such matters are contained in this Agreement. Where the singular use of the word education assistant is used, the plural of education assistants may be substituted, where applicable.

### **4-2 Representation**

The administrator or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf. The education assistant must be present at all steps of the procedure which he/she elects to pursue and he/she may be represented by the Federation.

### **4-3 Time Limits**

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.

### **4-4 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.

### **4-5 Days**

Reference to days regarding time periods in this procedure shall refer to work days. A work day is defined as all days education assistants are required to be on duty. During the summer months, a day shall be defined as a normal district work day (Monday through Friday, excluding all holidays).

### **4-6 Extension of Time Limits**

Time limits specified in this Agreement may be extended by mutual agreement.

### **4-7 Filing and Postmark**

The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period.

#### **4-8 Investigation of Grievances**

The investigation of grievances shall not interfere with the ordinary process of education in District 281.

#### **4-9 Adjustment of Grievances**

All efforts shall be made by the education assistants to resolve any existing conflict with the supervisor or administrator directly involved. Any grievance must be filed within fifteen (15) work days from the alleged grievance. Every effort shall be made to keep the grievance from being carried over into another fiscal year. A grievance of an education assistant during the course of employment shall be presented and adjusted in the following manner:

##### **4-9-1 First Level**

The statement of the grievance shall be in writing and the proceedings informal. It shall be submitted on the prescribed form to the first level administrator who possesses the authority to adjust the grievance. A copy shall be submitted to the Federation and the Executive Director of Human Resources.

The written grievance shall state the facts upon which it is based, the provisions in the agreement allegedly violated and the relief requested. Within ten (10) work days after receipt of said written grievance, the supervisor or administrator shall discuss the allegation with the education assistant in order to seek a satisfactory settlement of the grievance.

The supervisor or administrator shall submit a decision in writing to the education assistant, to the superintendent, and to the Federation. If a satisfactory settlement cannot be reached within ten (10) work days, the second level may be initiated within two (2) work days thereafter.

##### **4-9-2 Second Level**

Any education assistant who has not received a satisfactory settlement as outlined in the first level shall submit the grievance in writing with a letter of transmittal to the superintendent of schools. Within ten (10) work days of the receipt of the grievance, the superintendent or designee shall meet with the aggrieved, the supervisor, or administrator directly involved in an effort to reach a satisfactory settlement. The superintendent or designee shall render a decision in writing to the parties involved. If a satisfactory settlement cannot be reached within ten (10) work days after the superintendent's hearing, the third level may be initiated within five (5) work days thereafter.

##### **4-9-3 Third Level**

If a satisfactory settlement is not reached in the second level, either party may voluntarily request mediation through the Bureau of Mediation Services. The School Board will receive notice that the grievance has reached the third level. Both parties must agree to use this step; otherwise the unresolved grievance will proceed to the fourth level.

##### **4-9-4 Fourth Level**

Within said five (5) work days, either party may request arbitration. The parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Minnesota Bureau of Mediation Services (BMS) to submit a list of five arbitrators, providing such request is made within fifteen (15) work days after request for arbitration. The parties shall alternately strike names from the list of five until only one name remains which shall be the agreed upon arbitrator. Failure to request a list of arbitrators from the BMS within the time periods provided herein shall constitute a waiver of the grievance.

#### **4-10 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. Unless the issue is stipulated by the parties, each party will submit a written statement of the issue at the outset of the arbitration hearing. The arbitrator shall swear all witnesses upon oath.

#### **4-11 Decision**

The decision by the arbitrator shall be within thirty (30) calendar days after the close of the hearing. Decisions in cases properly before the arbitrator shall be final and binding upon the parties; subject, however, to the limitations of arbitration decisions as provided by the PELRA of 1971, as amended. The arbitrator shall issue a written decision and Order including Findings of Fact, which should be based upon substantial and competent evidence, presented at the hearing.

#### **4-12 Expenses**

Each party shall bear its own expenses in connection with arbitration or mediation 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. The parties will share equally fees and expenses of the arbitrator. The cost of a transcript or recording, if requested, shall be borne by the requesting party.

#### **4-13 Jurisdiction**

The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy.

#### **4-14 Appearance and Representation**

Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. When such hearings are during school hours, all persons who are required to participate shall be excused with pay for that purpose and that time shall not be deducted from the education assistant's personal leave. School hours are defined herein as the hours during which the education assistant is assigned to duty.

## **Article V Working Conditions**

#### **5-1 Holidays**

Education assistants working 12 hours or more per week will receive seven (7) paid holidays per year as follows: Fall Professional Conference Day (usually the third Friday in October), Thanksgiving Day, the Friday after Thanksgiving, Martin Luther King Day (third Monday in January as long as it is a non-student contact day for teachers), Presidents' Day, Monday after Easter, and Memorial Day. Part-time employees will be paid for holidays on a pro-rated basis, based on the number of hours assigned per week.

### **5-1-1 Category VI - Early Childhood Family Education Center**

For education assistants who work 12 hours or more per week and are normally scheduled to work on the day of and the week of the recognized holidays will be paid the regular number of hours they are normally scheduled to work that day. The holidays include July 4th, Fall Professional Conference (usually the third Friday in October), Thanksgiving Day, the Friday after Thanksgiving, Martin Luther King Day, Presidents' Day, the Monday after Easter, and Memorial Day.

### **5-2 Religious Holidays**

Education assistants may be granted up to two (2) days of leave with pay per year for observance of religious holidays. Education assistants requesting time off for a religious holiday shall submit a request setting forth the full particulars to the Executive Director of Human Resources prior to the holiday. Such days will not be deducted from accrued sick leave.

In the years that it is necessary for some education assistants to have three (3) days for religious observances, an additional day may be granted upon application to the Executive Director of Human Resources for approval.

### **5-3 School Calendar**

The approved school calendar is set forth in Appendix D.

### **5-4 Paydays, Holidays, & Recesses**

When a payday falls on a Friday on which school is not in session, education assistants will receive their check in the U. S. Mail. All salary payments to education assistants shall be paid bi-weekly. Checks will normally be issued every other Friday. The district payroll department will publish an annual fiscal calendar of payroll distribution dates. Paychecks issued through building distribution and direct deposit will be paid according to this annual calendar.

### **5-5 Step Increases**

A full salary step increase will be granted on September 1 to an education assistant who is employed by District 281 prior to February 1. Education assistants not at the top of the salary schedule shall be eligible for a step increase on September 1.

### **5-6 Salary During Jury Duty**

Education assistants called for jury duty shall suffer no loss in compensation from the school district, but fees received for serving on jury duty, excluding travel, parking, and meal expenses, shall be deducted from the employee's paycheck. The employee must submit a check stub to verify the amount received from jury duty.

### **5-7 Work Hours**

If an education assistant is required to work during workshop week, the education assistant shall receive a paid holiday for Labor Day. The minimum requirement for this provision is 12 hours of work during workshop week. Holiday pay will be pro-rated.

#### **5-7-1 Breaks**

Four (4) hour education assistants shall have a fifteen (15) minute break. Full-time education assistants shall have a thirty (30) minute non-paid duty free lunch and a fifteen (15) minute break in the morning, and a fifteen (15) minute break in the afternoon unless individual variations are pre-approved by program supervisor or principal.

### **5-8 School Closings**

If school is closed education assistants will be paid for the number of hours they were scheduled to work. If school start time is delayed due to inclement weather education assistants shall be paid their regular hours of work.

### **5-8-1 School Delay**

In the event that school is delayed, EAs should report to work as soon as safe travel is possible.

## **5-9 Professional Growth**

### **5-9-1 Workshops**

The district will provide eight (8) hours of workshops during the school year for all education assistants. Education assistants shall be paid at their regular hourly rate. If an education assistant wishes to attend a class after school hours, related to his/her position, he/she must first receive approval from the building principal or Program Director and then final approval from the Human Resources Office. If this additional time is approved, education assistants shall be paid at their regular hourly rate. These workshops are above and beyond the eight hours of workshops.

### **5-9-2 Training**

Any education assistant who is required to receive training for their job will be paid their normal rate of pay during that training.

### **5-9-3 Professional Development Incentive**

Education assistants may receive a \$400.00 professional development incentive for completing courses in district approved subject areas. All courses must be pre-approved by the Human Resources Department. In order to receive the incentive, the education assistant must complete six (6) quarter credits or four (4) semester credits of college level courses, or sixty (60) hours of seminars/training/staff development in the approved subject areas within two (2) years of receiving approval.

The district will fund a maximum of twenty-five (25) professional development incentives not to exceed \$10,000 total. Payment will be made to education assistants on a first come, first serve basis. To receive payment an official transcript or certificate of completion/attendance must be submitted to the Human Resources Department.

## **5-10 Building Schedules**

Specific education assistant schedules will be determined by the District. Education assistants shall not be assigned to professional duties performed by teachers. In the event of an emergency, the building principal may temporarily assign education assistants to duties other than their regular duties.

## **5-11 Travel Time**

Education assistants whose position requires them to work in two or more sites on any given day will be paid travel time and mileage at the district rate.

## **5-12 Personal Care Attendant**

Education assistants shall not be employed by an individual or agency as a Personal Care Attendant or similar duties for any student or sibling of a student currently in the class for which the education assistant is assigned during the school year.

## **Article VI Job Security**

## **6-1 Probationary Period**

New education assistants shall serve a probationary period, which shall consist of 120 working days. During this period they shall have no seniority and may be discharged with or without cause. Upon satisfactory completion of the probationary period the education assistant's seniority shall date back to the most recent date of hire.

An education assistant who leaves a position in one job title to fill a vacancy in another job title shall serve a probationary period of ninety (90) days in the new position. If the district determines within the 90 day period that this move is not successful, it shall transfer the education assistant back to the education assistant's original job title. If a vacancy is not immediately available, the district will provide the education assistant with comparable employment in the district until a position becomes available in the education assistant's original job title.

## **6-2 Seniority**

Seniority for education assistants working 12 hours or more a week shall accumulate from the original date of hire or the date the education assistant was assigned to work 12 hours or more per week. If an education assistant resigns and is subsequently rehired by the District, seniority shall accumulate from most recent date of hire.

### **6-2-1 Accumulation of Seniority**

Seniority shall be accumulated separately according to job title.

### **6-2-2 Loss of Seniority**

Accumulated seniority shall be lost if the education assistant:

- a. Resigns voluntarily.
- b. Is discharged for just cause.

Seniority shall not be lost while education assistants are on child care or medical leave of up to two (2) years.

### **6-2-3 Seniority List**

The District Human Resources Office shall maintain a complete seniority list for all education assistants which shall be kept up-to-date. Between February 1 and February 15 of each year the Human Resources Office shall send to each RFT education assistant building representative and the RFT office an up-to-date seniority list. Individual members of the education assistants bargaining unit shall receive a copy of the seniority list upon request.

An education assistant who disagrees with the accuracy of any of the information on the preliminary seniority list shall have ten (10) working days to obtain a correction from the District, or ten (10) working days from the date of distribution of the final seniority list to challenge through the grievance procedure as set forth in this Agreement. In the absence of a grievance being filed within ten (10) working days from the date of distribution of the final seniority list, the seniority list will be conclusively deemed to be correct.

### **6-2-4 Seniority Application when an Education Assistant Changes Job Title**

Education assistants who change to a new job title shall retain their seniority date and their current step.

## **6-3 Layoffs**

When conditions require a reduction in the number of education assistants, the education assistants shall be laid off in order of seniority according to job title. The education assistant with the least seniority by job title should be the first laid off. Education assistants placed on the district's official layoff list shall remain on this list, if not re-employed by District 281, for a period of one year and four months.

If two education assistants have identical seniority by job title, the decision as to who must be laid off first from the building will be determined by the last four digits of the education assistant's Social Security number. The education assistant with the smallest such number shall be laid off first.

### **6-3-1 Retention Out of Order**

An education assistant may be retained out of order by job title seniority when education assistants with greater seniority do not possess the necessary qualifications or competencies. The decision on qualification and competencies shall be made by the Executive Director of Human Resources and any education assistant who disagrees with his/her decision may use the grievance procedure to seek relief.

### **6-3-2 Notice of Layoff**

Education assistants who are laid off due to a reduction in the total number of education assistants shall receive notice of layoff at least three (3) weeks in advance of the layoff.

### **6-3-3 Education Assistant Selection Pool**

The date and time of the Education Selection Pool shall be agreed upon in the spring between Human Resources and the President of the Education Assistants. Displaced education assistants will have the opportunity to select their new assignment from a list of available/vacant positions within his/her job title.

Selection Pool Procedures:

- Only displaced education assistants can participate in the pool and ranked in order by seniority.
- All available /vacant positions are listed by job title and will include hours/day, job duties, and qualifications.
- Displaced education assistants will select positions by seniority within his/her job title.
- A full time education assistant works 6.5 hours or more per day. A full time education assistant displaced due to layoffs or school closings is entitled to a position with hours equal to or greater than the hours the education assistant worked in his/her most recent position.
- Part-time displaced education assistants do not have the right to select a full-time position, unless there are no full-time education assistants in his/her job title without a position.
- If there is a position available equal to the education assistant's previous year's hours, the education assistant must either select the position, select a position for less hours, or resign.
- If the only position(s) available is for less hours than the education assistant worked during the previous year, the displaced education assistant may select a lesser position and still be placed on the layoff list, or the education assistant may decline to make a selection and be placed on the layoff list. In either case the education assistant shall have a right to recall to a position with the same number of hours he/she worked the previous year.
- Displaced education assistants who fail to attend the selection pool meeting will be placed in a position after the close of the pool.

### **6-4 Recall**

Recall shall be by seniority within job title. An education assistant who is laid off shall have recall rights to a position equal in hours to that position from which the education assistant was laid off, or a full time education assistant may select a position with more hours. If the only position available at recall is one containing less hours than the position from which the education assistant was laid off, the education assistant may take this available position without giving up his/her rights to a position containing greater hours.

### **6-5 Vacancy**

A vacancy shall mean an unfilled position within the education assistants bargaining unit which the district elects to fill. Education assistants may apply for vacancies which occur during the current school year. Seniority shall be only one of several criteria used in filling current school year vacancies.

**6-5-1** All vacant positions shall be posted within ten (10) working days. These positions shall be filled by education assistants.

**6-6 Posting**

All education assistant vacancies will be posted on the office bulletin board and the RFT bulletin board in each building where any education assistant is employed. This posting shall be for a period of not less than five (5) working days. Education assistants may apply for such positions within five (5) days of the initial posting date, with application being made, in writing, to the Executive Director of Human Resources. The filling of such vacancy shall be subject to the approval of the Executive Director of Human Resources.

An education assistant may apply for an open position within the building before that position is open to all education assistants, if qualified. Information regarding vacancies, including vacancies occurring during the summer, may be obtained by calling the district's employment hotline for non-licensed staff. Access to the hotline is 763-504-8120.

**6-7 Dismissal Due to Unsatisfactory Work**

An education assistant who has completed the required probationary period will be disciplined for just cause only.

**6-8 Resignations**

The School Board requires two (2) weeks notice, in writing, from an education assistant who chooses to resign.

**6-9 Steps of Discipline**

Normally, the following disciplinary actions may be imposed for good and sufficient grounds:

1. Oral reprimands
2. Written reprimand
3. Administrative Transfer (May be omitted)
4. Suspension with or without pay
5. Termination

An education assistant has the right to RFT representation starting at Step 2 of the discipline procedure. The RFT will be notified of any disciplinary measures. If the education assistant does not want the RFT notified, he/she must state that in writing to the Executive Director of Human Resources, the building principal, or their supervisor.

When the discipline is an oral reprimand, the discipline may not be grieved.

**Article VII  
Transfers**

**7-1 Types of Transfers**

There shall be two types of transfers--Involuntary Transfers and Voluntary transfers.

**7-1-1 Involuntary Transfers**

Involuntary transfers shall be initiated by the district for the following reasons:

1. Enrollment changes
2. Staff reduction (layoffs)
3. Building closings
4. Programmatic needs
5. Unsatisfactory work
6. Other good and sufficient reasons

### **7-1-2 Voluntary Transfers**

A voluntary transfer is a transfer initiated by an education assistant member who wishes to change building assignments. Such requests shall be made in writing to the Executive Director of Human Resources. Such transfers shall be done within fifteen (15) working days from the date of posting.

## **7-2 Transfer Guidelines Involving Unsatisfactory Work**

If the District determines that an education assistant's work is unsatisfactory, the following steps will be taken:

### **7-2-1 Written Evaluation and Help**

The appropriate District administrator shall make a written evaluation of the education assistant's work and shall make reasonable efforts to help improve the education assistant's work performance.

### **7-2-2 Written Notice on Continued Unsatisfactory Work**

If the education assistant's work remains unsatisfactory, the District shall notify the education assistant in writing, stating the reasons for the dissatisfaction.

### **7-2-3 Written Notice of Transfer**

After notice has been given to the education assistant and after corrective steps have been attempted, if the education assistant's work does not improve to the District's satisfaction, it may transfer the education assistant to another building.

### **7-2-4 Receiving Principals Shall Be Informed**

The receiving principal shall be informed as early as possible of the education assistant's transfer and shall also be informed of the previous steps taken to help the education assistant.

### **7-2-5 Immediate Transfers**

The procedure described in 7-2-1 through 7-2-4 shall not prohibit the District from immediately transferring an education assistant for just cause.

## **7-3 Involuntary Transfer Procedure**

Normally, the procedure for processing involuntary transfers excluding transfers for unsatisfactory work shall be the following:

### **7-3-1 Seniority**

When it is necessary to reduce the number of education assistants in a building and transfer an education assistant out of that building, the education assistant transferred shall be that education assistant in that building who possesses the least seniority by job title as outlined in 6-2-1.

This shall be true unless another education assistant in that building shall volunteer to leave in order to facilitate the staff reduction.

If two education assistants have identical seniority, the decision as to whom must be transferred from the building will be determined by the last four digits of the education assistant's Social Security number. The education assistant with the smallest such number shall be transferred first.

### **7-3-2 No Bumping**

Except as provided in Section 6-3, no education assistant may bump or claim the position of another education assistant in a similar job title based upon the education assistant's seniority.

## **Article VIII Leaves of Absence**

### **8-1 Sick Leave**

Sick leave of ten (10) days will be granted for each school year and shall accumulate without limit. All absences pertaining to illness, medical, or dental appointments shall be deducted from sick leave. An education assistant may be required to submit a doctor's certificate for frequent or extended absences prior to returning to work and prior to being deemed eligible for paid sick leave.

It is understood that the ten (10) days of sick leave shall be granted at the rate of one per month; September through June of each school year. Any education assistant who loses pay because of a lack of accumulated sick leave at the time of illness, but who later in the same school year accumulates additional sick days of such coverage, may request reimbursement for the lost days to the extent days have been accumulated. Such request should be made in writing at the close of the school year. If, after investigation by the Payroll Department, the information on the request form is accurate, reimbursement to the education assistant shall be granted.

Sick leave may be used by an education assistant for illness in the immediate family which shall be defined as spouse, child, foster child, parent and legal guardian. The District may require a doctor's certificate on family care leave claims for three days or more. All leaves will be deducted from accrued sick leave.

#### **8-1-1 Sick Leave Incentive**

Education assistants who do not use more than thirteen (13) hours of sick leave during the school year are eligible for a sick leave incentive. The incentive is prorated if less than full-time and based on regularly scheduled hours per day. The three (3) days of personal leave will not be counted against sick leave incentive use.

Zero hours of sick leave used	\$250
Up to 6.5 hours of sick leave used	\$200
Up to 13 hours of sick leave used	\$140

For an education assistant to be eligible for the sick leave incentive pay, the education assistant must be hired by October 1 of the current school year, and must work the entire program year.

### **8-2 Bereavement Leave**

A leave of absence with pay, not to exceed five (5) days shall be granted because of the death of an employee's spouse, significant other, brother, sister, child, parent, or legal guardian. Up to three (3) days shall be granted because of death in the family which shall be defined as grandparents, grandchildren, corresponding in-laws, aunts and uncles. Such leave shall not be deducted from sick leave and unused leave for such purposes shall not be accumulated. In addition to the leaves specified in this section, employees may use up to two (2) days of personal leave for bereavement.

### **8-3 Child Care Leave**

Child care leave shall be granted for birth or adoption. Such leave shall be granted because of the need to prepare and provide parental care to a natural born or adopted child or children. An employee making application for child care leave shall submit a written request to the Executive Director of Human Resources of the intention to take the leave at least two (2) calendar months before commencement of the intended leave. Accumulated sick leave may be used in lieu of unpaid leave.

A pregnant employee will also provide at the time of the leave application a statement from the physician indicating the expected date of delivery, the term of disability, and the date that the employee will be physically able to return to work.

All child care leaves shall be without compensation, except for sick leave use for the period of time during which the employee is temporarily, medically disabled because of a pregnancy or a pregnancy-related condition.

The child care leave including the period of disability shall not exceed twelve (12) months in duration. 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 of the leave.

### **8-3-1 Length of Leave**

Each child care leave shall not exceed twelve (12) months. However, if complications arise as a result of pregnancy or adoption, an education assistant may apply for additional leave time. Seniority will only be granted for the first year of child care leave.

### **8-3-2 Reassignment**

Education assistants returning from authorized leave shall have the option of returning to the same or similar position.

#### **8-3-2-1 Subsequent School Year**

If an education assistant desires to resume work in the fall of the subsequent school year and notifies the Executive Director of Human Resources by February 1 of the intention to resume work, the education assistant shall be entitled to a comparable position based on seniority.

#### **8-3-2-2 Subsequent School Year Salary**

An education assistant will not accrue credit for salary advancement while on leave of absence. Salary schedule placement will be determined on the basis of Article 5-5, Step Increases.

#### **8-3-2-3 Sick Leave Benefits**

Pregnancy related disability shall be treated the same as any other disability. At the education assistant's discretion the provisions of this section may be utilized separately or in conjunction with the child care leave provisions described in 8-3. The sick leave provisions described in 8-1 shall be available for pregnancy related disability.

A licensed physician's statement, submitted at the time a pregnant education assistant requests sick leave benefits, will determine a reasonable period of time in which the patient is judged by medical criteria to be unable to perform employment responsibilities.

The individual in question may choose not to use the sick leave provision in Article 8-1, in which case the individual would have the right to request a leave of absence as provided in this section.

An education assistant may choose to use a combination of sick leave for a reasonable length of time as determined by a licensed physician's statement and leave of absence for a further extended period of time.

#### **8-4 Personal Leave**

In the event it is necessary for an education assistant to be absent from duty to conduct personal business which cannot be attended to outside of the work day, said education assistant shall be granted up to three (3) days of personal leave per year without salary deduction. Each day used for personal leave will be deducted from sick leave. If an education assistant does not use all three (3) personal days in the school year, one (1) personal day shall be carried over to the following school year. An education assistant may not accumulate more than four (4) personal days in a school year. Personal leave is not normally granted on days prior to or following a break or holiday. Exceptions may be granted on an individual basis by the building principal or immediate supervisor.

#### **8-5 Medical Leave**

An education assistant may request in writing to be placed on medical leave. A physician's written statement shall accompany the request for medical leave that includes a diagnosis of the illness/injury, prognosis for recovery, and limitations that may be placed on the education assistant's ability to perform assigned responsibilities, beginning date of the leave and, if possible, the return date. All medical information provided by the employee's physician shall be confidential. The School Board may extend medical leave if requested by the employee not to exceed two (2) years. If the leave is for three months or less, a substitute education assistant will normally fill the position.

#### **8-6 Other Leaves of Absence without Pay**

An education assistant employed at least three (3) years with District 281 may request a leave of absence for personal reasons. When the requested leave of absence is to care for a seriously ill child, spouse, significant other, or parent, the district may waive the three-year requirement. Leave of absence without pay may be granted for a period of up to one year. By mutual consent, such a leave may be extended beyond one year.

During this period of time seniority will not accumulate. The employee may continue health benefits at no cost to the district. Upon return the education assistant shall have a right to a vacancy based upon seniority. Requests for such leaves must be submitted to the Executive Director of Human Resources by August 1.

#### **8-7 Military Leave**

Education assistants shall be eligible for up to fifteen (15) days of military leave without loss of pay in accordance with Minnesota Statute 192.26. Requests for such leave shall be submitted to the Executive Director of Human Resources by the education assistant upon receipt of such orders, but in no event more than two (2) work days following receipt of such orders.

#### **8-8 Unpaid Leave**

Unpaid leave of up to five (5) days per year may be granted to an education assistant for extenuating circumstances, not including vacation. Requests must be in writing to the building principal or immediate supervisor. Under certain circumstances the Executive Director of Human Resources may grant additional days. Exceptions may be granted on an individual basis by the building principal or immediate supervisor.

## Article IX Welfare

### 9-1 Hospitalization/Major Medical

#### 9-1-1 District Contribution

The district will contribute to the medical insurance plan as follows:

Effective	Single	Family Plan
January 1, 2005	\$301.00	\$457.00
January 1, 2006	\$361.00	\$517.00
January 1, 2007	\$361.00	\$517.00

An Education Assistant may combine his/her district contribution with his/her spouse, who is currently employed in the district, to purchase family coverage. The health insurance family plans will include coverage of all children up to the age of 25 as long as they are full-time students of an accredited secondary or post-secondary school.

#### 9-1-2 Full-Time Education Assistants

For full-time education assistants who enroll in the District's medical insurance plan with at least a \$750 annual deductible or a family plan annual deductible of at least \$1500, the District shall contribute monthly the amount listed plus an annual VEBA contribution as listed below. Education assistants who work an average of 20 hours or more, but less than 32.5 hours per week and participate in the District's medical insurance plan with at least a \$750 annual deductible or a family plan annual deductible of at least \$1500 shall receive one-half of the District's monthly contribution plus one-half of the annual contribution to the VEBA as listed below:

Effective	Single	Family	VEBA
January 1, 2005	\$301.00	\$457.00	\$41.67 per month
January 1, 2006	\$361.00	\$517.00	\$41.67 per month
January 1, 2007	\$361.00	\$517.00	\$41.67 per month

#### 9-1-3 Part Time Education Assistants

For any education assistant working an average of 20 hours or more, but less than 32.5 hours per week, the School Board will participate in the hospitalization/medical insurance program by paying one-half of what it pays for full time education assistants toward the annual premium for insurance. Any additional premium shall be borne by the employee and paid by payroll deduction.

#### 9-1-4 Title I Education Assistants

Title I education assistants who are scheduled to work six (6) hours per day shall be eligible to participate in the group hospitalization/medical insurance with the district contributing the exact dollar amount as full time education assistants.

### 9-2 Long Term Disability Insurance

All education assistants provided they work 25 hours or more per week, may apply for long term disability insurance; however, the entire premium shall be paid by the employee with no Board participation.

### 9-3 Authorized Deductions

Education assistants may individually and voluntarily authorize deductions for district approved deduction programs.

**9-4 Dental Insurance**

The School Board will pay 100% of the annual single premium and 80% of the family premium for education assistants who participate in the district's group dental insurance plan, providing they work 32.5 hours or more per week.

Part-time education assistants who work at least 20 hours a week may participate in the district's single dental plan with the district paying 100% of the premium. Part-time education assistants who work at least 20 hours per week may participate in the family dental plan, but the district will contribute only the amount it contributes to a single plan.

Effective January 1, 2005, **Title I education assistants** who are scheduled to work six (6) hours per day shall be eligible to receive the district contribution of \$25 per month for the single dental plan and \$50 per month for the family dental plan.

**9-5 Sick Leave Pool**

New employees working at least twelve (12) hours per week are eligible to join the Sick Leave Pool within thirty (30) days of hire.

**9-6 Life Insurance**

Effective September 1, 1995, each full-time education assistant may participate in the group life insurance program by carrying one basic unit of term life insurance in the amount of \$30,000. The School District will pay seventy-five (75%) percent of the monthly premium. Up to three (3) additional units (one unit equals \$30,000) may be purchased through the group, with the cost to be borne by the employee. Education assistants must sign a certificate of insurability after which the insurance carrier will determine whether or not the individual qualifies for the additional unit(s).

**9-7 Tax Deferred Compensation for Full-time Education Assistants**

The District will annually match up to \$600.00 for 2005-2006 and for 2006-2007 for an education assistant to participate in a deferred compensation plan upon completion of at least three (3) full-time years of employment or the equivalent of three (3) years of full-time employment.

Equivalency of three (3) years is defined as an education assistant who has accrued at least 3451 hours and is currently scheduled at least 32.5 hours per week. Eligibility will be determined on January 1 with up to half of the annual amount eligible for the June distribution and/or July 1 with up to the total annual amount for the upcoming school year.

**Title I Education Assistants**

Title I education assistants who are scheduled to work six (6) hours per day shall be eligible to participate in the District matching compensation program provided that the years or equivalency requirements are satisfied.

**9-8 Severance**

To qualify for severance, an education assistant, at the time of retirement, must be at least 55 years of age with 15 years of service. The district will buy back one (1) hour of pay for every two (2) hours of accrued sick leave at the hourly rate at the time of retirement.

Payment shall be in one lump sum on a date no earlier than seven (7) months following date of retirement and no later than a date seven and one-half (7½) months following date of retirement.

**9-9 Retiree Health Insurance**

At the time of retirement an education assistant who is a member of the District 281 major medical and hospitalization group plan may continue in the group at no cost to the school district unless prohibited by the insurance carrier.

## **Article X Basic Schedules and Rates of Pay**

### **2005-2006 and 2006-2007 Salary Schedules**

The wages and salaries reflected in Appendix E attached hereto shall be a part of the Agreement for the 2005-2006 and 2006-2007 school years.

## **Article XI No Strike-Lock-Out Pledge**

The Federation or any member thereof will not engage in or encourage strike action, withholding of services, or a refusal to perform tasks normally assigned to them during the life of this contract. There shall be no lockout against the Federation by the School Board during the life of this contract.

## **Article XII Duration and Effect**

### **12-1 Savings Clause**

If any provision of this Agreement is or shall at any time be contrary to federal, state, or local law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and any substitute provisions shall be subject to appropriate consultation and negotiation with the Federation.

### **12-2 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.

### **12-3 Effect**

This Agreement constitutes the full and complete agreement between the School Board and the Federation representing the education assistants 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 the terms and conditions of employment clearly inconsistent with these provisions.

### **12-4 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 unless mutually agreed to by the parties.

### **12-5 Term and Reopening Negotiations**

This Agreement shall remain in full force and effect for a period commencing on July 1, 2005 through June 30, 2007. If either party desires to modify or amend this Agreement commencing on July 1, 2007, they shall give written notice of such intent no later than May 1, 2007, unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement and until the extension period defined in PELRA has expired.

## **Appendix A**

### **Extended Year/Extended Day Programs**

1. **Hiring**  
Education assistant positions in the extended year/extended day programs shall be filled by qualified education assistants on the regular employed staff of the preceding school year, if such qualified education assistants are available and file an application. Members of the education assistants bargaining unit of District 281, if qualified, shall be given priority over non-bargaining unit members in obtaining extended year/extended day employment.
2. **Salary**  
Extended year/extended day employment salary shall be the same hourly rate as the current school year.
3. **Pay Dates**  
Salary payment shall be made according to normal pay schedule.
4. **Bereavement Leave**  
Article 8-2 shall apply to extended year/extended day employment.
5. **Sick Leave**  
Article 8-1 shall apply to extended year/ extended day employment.

## **Appendix B Adventure Club**

It is understood by the Federation and the District that all provisions of the Collective Bargaining Agreement except sections 5-8, 5-10, 6-3-2, as well as Article VII apply to Adventure Club Education Assistants. If there is any deviation from this understanding, it is either noted in the specific article and section, or is specified below in this Appendix.

### **Working Conditions**

1. **Training**  
Adventure Club education assistants will be paid to attend required training. In addition, Adventure Club education assistants will be paid to attend specific training in CPR and First Aid.
2. **Breaks**
  - a. Four (4) hour per day Adventure Club education assistants shall have a fifteen (15) minute break.
  - b. Full-time Adventure Club education assistants shall have a thirty (30) minute unpaid duty free lunch and a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon. Education assistants scheduled to supervise children during lunch need to sit with them during that time. This supervisory responsibility will not interfere with the unpaid midday break.
3. **Split Shifts**  
Adventure Club Education Assistants who work split shifts will be paid a differential of \$.15 more per hour.
4. **Layoff**  
When it is necessary to reduce the number of Adventure Club education assistants, the layoff shall be in order of seniority by job title. An education assistant with the least seniority in the affected job title shall be the first to be laid off.
5. **Recall**  
Recall shall be in order of seniority by job title. The education assistant with the most seniority in the given job title shall be recalled first from the layoff list. An education assistant's right to recall shall be terminated based on any of the following events:
  - a. Resignation
  - b. Retirement
  - c. Discharge
  - d. Refusal to return following recall to a position of similar hours and work schedule.
6. **Reinstatement**  
Education assistants laid off from employment by the School District at the conclusion of the school year that are subsequently recalled to employment by the beginning of the subsequent school year in the fall will be reimbursed for the School District's share of the contribution for health and dental insurance coverage if the education assistant elects to continue to participate in the insurance coverage at the education assistant's own expense in the interim.
7. **Seniority**  
Adventure Club education assistants who move up a level shall retain their seniority.
8. **Adventure Club**  
Education assistants who have worked at least twelve (12) hours per week within the bargaining unit will go back to their original date of hire.

9. **Sick Leave**

The number of hours of sick leave available annually shall be two (2) times the average number of hours worked per week. That amount shall be prorated for education assistants who do not work for 38 weeks. Sick leave may be accumulated from year to year. An education assistant may use sick leave for religious holidays pursuant to section 5-2 of this agreement or section 10 of this Appendix B.

10. **Holidays**

Adventure Club education assistants working twelve (12) hours or more per week will receive seven (7) holidays: Labor Day, Thanksgiving, Friday after Thanksgiving, Martin Luther King Day, Presidents' Day, Memorial Day, and July 4. Holiday pay shall be paid at the education assistant's normal daily rate for the year.

**Winter Recess Employment**

Adventure Club education assistants working during winter recess, shall receive two (2) paid holidays, December 25 and January 1. Holiday pay shall be paid at the education assistant's normal daily rate for the year.

**Spring Recess Employment**

Adventure Club education assistants working during spring recess, shall receive one (1) paid floating holiday. Holiday pay shall be paid at the education assistant's normal daily rate for the year. The holiday must be taken by June 30 of the current fiscal year subject to the approval of the site supervisor.

11. **Religious Holidays**

Education assistants may be granted up to two (2) days of leave with pay per year for observance of religious holidays. Education assistants requesting time off for a religious holiday shall submit an application setting forth the full particulars to the Executive Director of Human Resources prior to the holiday. Such days will not be deducted from accrued sick leave.

In the years that it is necessary for some education assistants to have three (3) days for religious observances, an additional day may be granted upon application to the Executive Director of Human Resources for approval.

12. **Dental Insurance**

The School Board will pay 100% of the annual single premium and 80% of the family premium for education assistants who participate in the district's group dental plan, providing they work 32.5 hours or more per week. Part-time education assistants who work at least 20 hours per week may participate in the family dental plan, but the District will contribute only the amount it contributes to a single plan.

13. **Life Insurance**

Effective September 1, 1994, each full-time education assistant may participate in the group life insurance program by carrying one basic unit of term life insurance in the amount of \$30,000. The School District will pay seventy-five (75%) percent of the monthly premium. Up to three additional units (one unit equals \$30,000) may be purchased through the group, with the cost to be borne by the employee. Education assistants must sign a certificate of insurability after which the insurance carrier will determine whether or not the individual qualifies for the additional units.

14. **Snow Days**

If the Adventure Club site remains open on a day when the District declares a snow day and classes in the District are canceled, Adventure Club education assistants who work at that site will report to work as soon as conditions for travel are safe unless told by a supervisor not to report.

Those education assistants who are scheduled and do report to work shall receive one and one-half times the regular rate of pay for the hours worked that day. Those who are not needed to report to work will be paid for their regular number of hours, if they were normally scheduled to work.

### **Late Start**

Education assistants who are scheduled and report to work before the delayed start time shall receive one and one half times the regular rate of pay for that amount of delayed time. Adventure Club education assistants who are scheduled to work but are not requested to report to work shall receive his/her regular pay for the delayed time.

If the schools close during the middle of the school day, all staff scheduled to work are expected to report to work as soon as possible, unless told by a supervisor not to report. Staff will be allowed to leave work as soon as parents pick up children. Education assistants will be paid for the hours actually worked, or their normal shift, whichever is greater.

### **15. Cold Weather**

If the Adventure Club site remains open on a day when the District schools are closed because of cold weather, Adventure Club education assistants who are scheduled to work during these conditions will report to work, unless told by a supervisor not to report to work.

Those education assistants who are scheduled and report to work shall receive one and one-half times the regular rate of pay for the hours worked that day. Those who are not needed to report to work will be paid for their regular number of hours, if they were normally scheduled to work.

### **16. Vacation**

All 52 week Adventure Club education assistants will be eligible for a paid vacation based on an average weekly rate for the year. Education assistants with one to twelve years of service shall receive two (2) weeks paid vacation. Education assistants with more than twelve years of service shall receive three (3) weeks of paid vacation. Vacation schedules are subject to the approval of the Adventure Club Site Supervisor in accordance with the policies and procedures adopted by the Adventure Club.

### **17. Summer Employment**

The following procedures shall apply for the purpose of determining Adventure Club summer program staff:

- a. Any Adventure Club education assistant hired prior to July 1, 1988, who is not on a twelve (12) month work year shall not be required to work the summer months.
- b. All Adventure Club education assistants who are designated as fifty-two (52) week employees shall be assigned to the Adventure Club summer program. In the event the district determines that not all 52-week education assistants are needed to staff the summer program, the 52-week education assistants shall be reduced on the basis of seniority.
- c. If there are additional staffing needs, following the assignment of 52-week Adventure Club education assistants, such assignments will be offered to returning summer program staff from the previous year. To the extent practicable, such determinations will be made by April 15.
- d. If there are additional staffing needs remaining following the assignment of 52 week Adventure Club education assistants and assignment of returning staff, any additional assignments will be posted utilizing the posting procedures as soon as practicable. Such additional assignment will be posted for a minimum of five (5) days until May 15. Any additional assignments that occur following May 15 shall be posted for three (3) days. Selection of candidates for additional summer program assignments will be made based on qualifications, Adventure Club seniority, and district seniority.

## Appendix C

### Creative Play/Kindergarten Prep

All Articles of this Collective Bargaining Agreement shall apply to Creative Play/Kindergarten Prep education assistants, except Articles 5-1, 5-3, 6-3, 8-1, 8-4.

#### Working Conditions

1. **Fall Set-Up**

Compensation for school start-up tasks such as name tags, place mats, and developing children's files for twenty students is allocated for two (2) hours per class.

2. **Holidays**

Each education assistant in Creative Play/Kindergarten Prep shall receive seven (7) paid holidays. These holidays will include Labor Day, Fall Professional Conference Day (usually the third Friday in October), Thanksgiving Day and the Friday following Thanksgiving, Martin Luther King's Birthday, Presidents' Day, and Monday after Easter. In addition, education assistants whose classes are still in session will be paid for Memorial Day.

3. **Personal Leave**

In the event it is necessary for an education assistant to be absent from work to conduct personal business which cannot be attended to outside the work day, education assistants shall be granted three (3) days of personal leave per year without salary deduction. Request for such leave must normally be submitted at least three (3) days in advance to the Program Director. Each day used for personal leave will be deducted from sick leave.

4. **Sick Leave**

The number of hours of sick leave earned annually shall be two (2) times the average number of hours worked per week. Sick leave may be accumulated from year to year.

**Sick Leave Incentive**

Education assistants who do not use more than thirteen (13) hours of sick leave during the school year are eligible for a sick leave incentive. The incentive is prorated if less than full time and based on regularly scheduled hours per day. The three (3) days of personal leave will not be counted against sick leave incentive use.

Zero hours of sick leave used	\$230.00
Up to 6.5 hours of sick leave used	\$180.00
Up to 13 hours of sick leave used	\$120.00

For an education assistant to be eligible for the sick leave incentive pay, the education assistant must be hired by October 1 of the current school year and must work the entire program year.

5. **Staff Reduction**

When it is necessary to reduce the number of education assistants, the layoff shall be in order of seniority. The Creative Play/Kindergarten Prep education assistant with the least seniority shall be the first to be laid off. Reductions in staff shall take place by the last Friday in August before workshop week.

6. **Substitute Pay**

A Creative Play education assistant shall be paid at his/her regular pay when serving as a substitute.

7. **Calendar**

Appropriate dates to begin work for the school year will be mutually agreed upon by the supervisor and education assistant.

# Appendix D 2005-2006 School Calendar

## Semester 1

2006 August		September				
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27	28	29	30	31	1	2
Teacher Preparation Workshop/Prof. Develop						

Quarter 1 Days = 41						
2006 September		October				
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
3	4 H-Labor Day	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29 K-2 Lit. Assess	30
2006 October						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 <i>TEAE State Testing thru 27 window</i>	2	3	4	5	6 [K]	7 Elementary Conferences
8	9	10	11	12	13 [K]	14
15	16	17	18	19 Compensatory	20 H-MFT	21
22	23	24	25	26	27	28
2006 November						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
29	30	31	1	2	3 Prof. Develop	4

Quarter 2 Days = 46						
2006 November		December				
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22 Compensatory	23 H-Thanksgiving	24	25
2006 December						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
26	27	28	29	30	1	2 1st Tri Ends
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
2007 January						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
31	1 Winter Break	2	3	4	5	6
7	8	9	10	11	12	13
14	15 H-King	16	17	18	19	20
21	22	23	24	25	26 Prof. Develop/Work	27

Quarter 3 Days = 43						
2007 February		March				
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	29	30	31	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16 Compensatory	17
18	19 H- Presidents	20	21	22	23	24
25	26	27	28	Writing Assessment Gr.7		
2007 March						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Quarter 4 Days = 40						
2007 April		May				
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
2007 May						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
29	30	1	2	3	4	5
6	7	8	9	10	11 No School	12
13	14	15	16	17	18	19
20	21	22	23	24	25 K-2 Lit. Assess	26
27	28 H-Memorial	29	30	31		
2007 June						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
3	4	5	6	7 Graduation Last day for Staff	8	9

## Appendix E Wage Rates

**For Education Assistant Hired Before July 1, 2004**

<b>Category I, II, III, IV, V, VI, VIII, IX</b>		
<b>Step</b>	<b>2005-2006</b>	<b>2006-2007</b>
1	\$11.11	\$11.43
2	\$12.55	\$12.90
3	\$13.49	\$13.87
L 5	\$13.85	\$14.25
L10	\$14.13	\$14.53
L15	\$14.40	\$14.81
L20	\$14.68	\$15.10

<b>Category IIC</b>		
<b>Step</b>	<b>2005-2006</b>	<b>2006-2007</b>
1	\$14.36	\$14.77
2	\$15.18	\$15.62
3	\$16.11	\$16.57
L 5	\$16.48	\$16.95
L10	\$16.76	\$17.24
L15	\$17.05	\$17.53
L20	\$17.30	\$17.79

<b>Adventure Club AT I (Category VIIA)</b>		
<b>Step</b>	<b>2005-2006</b>	<b>2006-2007</b>
1	\$11.45	\$11.78
2	\$11.89	\$12.23
3	\$12.78	\$13.15
L 5	\$13.05	\$13.42
L10	\$13.33	\$13.71
L15	\$13.61	\$14.00
L20	\$13.90	\$14.29

<b>Adventure Club AT II (Category VIIB)</b>		
<b>Step</b>	<b>2005-2006</b>	<b>2006-2007</b>
1	\$8.91	\$9.16
2	\$9.29	\$9.56
3	\$9.68	\$9.96
L 5	\$9.96	\$10.24
L10	\$10.24	\$10.53
L15	\$10.52	\$10.82
L20	\$10.79	\$11.09

<b>Adventure Club Rec Leader (Category VIIC)</b>		
<b>Step</b>	<b>2005-2006</b>	<b>2006-2007</b>
1	\$7.80	\$8.02
2	\$8.19	\$8.42
3	\$8.57	\$8.81
L 5	\$8.85	\$9.11
L10	\$9.14	\$9.40
L15	\$9.41	\$9.68
L20	\$9.68	\$9.96

<b>Creative Play &amp; Kindergarten Prep (Category X)</b>		
<b>Step</b>	<b>2005-2006</b>	<b>2006-2007</b>
1	\$11.11	\$11.43
2	\$11.99	\$12.34
3	\$12.81	\$13.18
L 5	\$13.09	\$13.46
L10	\$13.36	\$13.74
L15	\$13.63	\$14.02
L20	\$13.92	\$14.31

L = Length of service in the school district after 5, 10, 15, or 20 years.

## Appendix E Wage Rates

### For Education Assistants Hired On or After July 1, 2004

<b>CLASS I</b> <i>AT2, Playground, Hall, Bus and Parking Lot Monitors</i>		
Step	2005-2006	2006-2007
1	\$8.91	\$9.16
2	\$9.29	\$9.56
3	\$9.68	\$9.96
L 5	\$9.96	\$10.24
L10	\$10.24	\$10.53
L15	\$10.52	\$10.82
L20	\$10.79	\$11.09

<b>CLASS 1-a</b> <i>Rec Leaders</i>		
Step	2005-2006	2006-2007
1	\$7.80	\$8.02
2	\$8.19	\$8.42
3	\$8.57	\$8.81
L 5	\$8.85	\$9.11
L10	\$9.14	\$9.40
L15	\$9.41	\$9.68
L20	\$9.68	\$9.96

<b>CLASS 2</b> <i>Clerical, Media, Health, ECFE, ATI, Cr Plays</i>		
Step	2005-2006	2006-2007
1	\$11.11	\$11.43
2	\$12.55	\$12.90
3	\$13.49	\$13.87
L 5	\$13.85	\$14.25
L10	\$14.13	\$14.53
L15	\$14.40	\$14.81
L20	\$14.68	\$15.10

<b>CLASS 3</b> <i>Title I, Special Ed, Adult Academic, Tutors</i>		
Step	2005-2006	2006-2007
1	\$12.74	\$13.10
2	\$13.88	\$14.27
3	\$14.81	\$15.23
L 5	\$15.16	\$15.60
L10	\$15.45	\$15.89
L15	\$15.73	\$16.17
L20	\$15.98	\$16.44

<b>CLASS 4</b> <i>LPN, COTA, PTAs</i>		
Step	2005-2006	2006-2007
1	\$14.36	\$14.77
2	\$15.18	\$15.62
3	\$16.11	\$16.57
L 5	\$16.48	\$16.95
L10	\$16.76	\$17.24
L15	\$17.05	\$17.53
L20	\$17.30	\$17.79

L = Length of service in the school district after 5, 10, 15, or 20 years.

## Collective Bargaining Agreement

The School Board shall furnish a printed copy of this collective bargaining contract to each education assistant in the bargaining unit. Fifty copies shall be furnished to the Federation.

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

Robbinsdale Federation of Teachers, Local 872,  
American Federation of Teachers, AFL-CIO

Independent School District 281  
Robbinsdale Area Schools

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Karen Krussow  
Chief Negotiator, Education Assistants

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Linda Johnson  
Chair of the School Board

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Joan Allivato  
President, Education Assistants

---

Helen Bassett  
Clerk of the School Board

---

Thomas A. Doohar  
President, Robbinsdale Federation of  
Teachers

---

Nancy Rajanen  
Executive Director of Human  
Resources

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2006.