

**Master Agreement**

**Between**

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

**And**

**PARAEDUCATORS**

**July 1, 2021 Through June 30, 2023**

**MASTER AGREEMENT BETWEEN  
FRIDLEY INDEPENDENT SCHOOL DISTRICT 14  
AND PARAEDUCATOR  
2021-2023**

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**THIS AGREEMENT**, made and entered into as of July 1, 2021, by and between the Independent School District 14 School Board of Anoka County, Minnesota, hereinafter referred to as the Employer, and the School Service Employees Local 284, hereinafter referred to as the Union.

## **ARTICLE I RECOGNITION AND DUES CHECK-OFF**

### **Section 1. Purpose**

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

### **Section 2. Recognition**

The Employer recognizes and shall abide by the principles of collective bargaining as related to wages, hours of employment and working conditions and further recognizes the Union as the sole and exclusive bargaining agency for all Paraeducators in the Appropriate Unit, as defined in Article II Section 3, which excludes certain part-time employees, temporary employees, confidential employees, supervisory employees and essential employees.

### **Section 3. Obligation**

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

The District shall make available to the Union a bargaining unit list of employees, including name, address, phone number, work hours, work location, position, wage schedule placement, date of employment, and work e-mail address.

### **Section 4. Authority of School Board**

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

**Subd. 1. Inherent Managerial Rights.** The exclusive representative recognizes that the School Board is not required to meet and negotiate on matters of inherent managerial

policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

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

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

## **Section 5. Dues Check-off**

The District shall deduct union dues from members' payroll checks upon receipt of written authorization signed by the employee or receipt of online signup with digital signature, subject to any and all limitations and restrictions under state and federal law. Dues will be remitted to Local 284's business office at 450 Southview Boulevard, South St Paul, MN 55075, not later than the 20th of each month.

This Section is subject to any and all limitations and restrictions under state and federal law.

## **ARTICLE II DEFINITIONS**

### **Section 1. Paraeducator**

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

### **Section 2. Terms and Conditions of Employment**

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

### **Section 3. Bargaining Unit**

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

### **Section 4. Exclusions**

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

### **Section 5. School District**

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

### **Section 6. Other Terms**

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

### **Section 7. Applicability of Agreement Terms**

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

## **ARTICLE III WAGES AND WORK ASSIGNMENTS**

### **Section 1. Wage Schedules and Experience Increments: See Attachment A.**

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

### **Section 2. Step Advancement**

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

### Section 3. Experience Increments

Each employee will receive the following increases to the hourly rates in the wage schedule when the employee has completed the indicated number of years of service to the District, effective July 1. To determine eligibility for this increment, an employee's personal anniversary date will be the July 1 of the calendar year in which the employee became employed. These amounts are not cumulative.

Experience Increments	2021-2023
After 10 years of service to the District	\$ .90
After 15 years of service to the District	\$1.20
After 20 years of service to the District	\$1.70
After 25 years of service to the District	\$2.00

### Section 4. Placement on Schedule

Employees not previously employed in the Fridley School District Paraeducator unit can be placed up to step three of the wage schedule upon notification of the union steward(s).

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

### Section 5. Workshops and Meetings

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

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

**Subd. A.** Paraeducators are eligible to attend a building all-staff meeting, up to 60 minutes in duration, once per month. If there is a conflict with a paraeducators regular assignment, the regular assignment takes priority. The Building Administrator will identify the monthly meeting that paraeducators may attend.

**Subd. B.** The District shall schedule paraeducators to participate in two (2) compensated non-student contact staff development days. The union steward(s) will meet for up to two hours annually with Director of Teaching and Learning and/or the Director of Special Services to discuss training ideas/content that would be beneficial for the position(s) and offer professional development.

**Section 6. Work Schedule**

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

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

**Section 7. Term of Employment**

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

**Section 8. Mileage**

District mileage will be paid as allowed by the IRS.

**Section 9. Overtime**

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

**Section 10. Emergency School Closing**

In the event of an emergency school closing in which employees are instructed not to report to work, employees will be paid for up to two (2) days per incident for their normal work assignment. Employees who are instructed to report to work in an emergency closing situation will be paid their scheduled hours, in addition will be given an equal number of paid hours off or the hours worked will be paid at their overtime rate, up to two (2) days per incident.

**Section 11. IRS 125B Plan**

An IRS 125B Plan is available for all employees.

**Section 12. Paychecks**

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

**Section 13. Work Breaks**

A work schedule of more than four (4) hours and less than six (6) hours includes one fifteen (15) minute break and one thirty (30) minute unpaid duty free lunch period. A work schedule six (6) hours or more includes two ten (10) minute breaks and one thirty (30) minute unpaid duty free lunch period. Scheduling of breaks shall be the responsibility of and at the discretion of the building principal/supervisor.

## **ARTICLE IV INSURANCE**

### **Section 1. Medical Insurance**

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

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

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

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

**B. At least 20 hours per week, but less than 25 hours per week:**

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

### **Section 2. Dental Insurance**

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

### **Section 3 Life Insurance**

For employees working 25 hours or more per week, the School District shall pay the total premium for a \$25,000 group term policy. Employees working 25 hours or more per week, the School District shall pay the total premium for a \$50,000 group term policy. Employees may purchase an additional amount at employee expense and pursuant to the master insurance policy.

### **Section 4. Long Term Disability Insurance**

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

## **Section 5. Option to Participate**

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

## **ARTICLE V LEAVES OF ABSENCE**

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

All employees covered by this contract shall be eligible for sick leave benefits. Employees will earn sick leave at a rate of one day (equal to the length of the employee's regular assigned day) of sick leave for each month of service for a maximum of ten (10) days per annum accumulative to a maximum of 900 hours or 138 days, whichever is lesser. A certificate from a physician may be required to substantiate the need for this leave. Earned sick leave may be used for illness or injury of relatives pursuant to Minn. Stat. § 181.9413 but must at least include the following individuals brother, sister, mother, father, spouse, domestic partner, child, in-laws, grandparents, grandchildren, and an individual for whom the employee is standing in loco parentis. Additional use of leave time may be granted at the discretion of the Superintendent or designee; denial of any additional days is not subject to the grievance procedure.

### **Section 2. Vacation Leave**

Three (3) vacation leave days shall be earned annually. Members of the paraeducator staff will receive their vacation allocation at the start of the school year. Vacation hours will be allocated based on the paraeducator's daily schedule (hours/day) and will be prorated based on days worked in the assignment. A paraeducator planning to use a vacation leave day(s) shall notify his/her principal as early as possible, but in any event at least one (1) week in advance, except in cases of emergency. The number of leave requests approved under this Section shall not exceed ten percent (10%) of the total paraeducator staff in the building in any one (1) day unless this restriction is waived at the discretion of the building principal. Vacation days may accrue to a total of seven (7). Vacation days not taken shall be paid by the District at the rate of \$45 per day provided written notice of intent to claim such pay is received by the District by May 1 or ten (10) days after notification of job elimination. Vacation days shall not be deducted from accumulated sick leave.

### **Section 3. Bereavement Leave**

An employee shall be granted up to five (5) days bereavement leave per occurrence on the determination of the employee due to the death of a member of the family. The family includes spouse, child, parent, sibling, grandchild, niece, nephew, aunt, uncle, grandparent, in-laws of the same degree, other parent of child and regular members of the immediate household. In extenuating circumstances, an employee can request approval from Human Resources for use of this benefit for an individual who is not listed above but who stands in the same relationship with the employee. This leave shall be deducted from sick leave benefits.

Additional bereavement leave may be granted at the discretion of the Superintendent or designee.

#### **Section 4. Child Care Leave**

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

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

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

**Subd. 3.** If the reason for the child care leave is occasioned by pregnancy, an employee shall utilize sick leave pursuant to the sick leave provisions of this Agreement concurrently with a child care leave pursuant to this section during the period of actual physical inability to work. A pregnant employee will also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery. The duration of such sick leave shall not exceed the period of actual physical inability to work. The definition of disability shall be as reasonably determined by a licensed physician.

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

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

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

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

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

**Subd. 8.** An employee who returns from child care leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave

time accumulated under the provisions of the Agreement at the commencement of the beginning of the leave. The employee shall not accrue additional experience credit for pay purposes or leave time during the period of absence of child care leave.

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

## **Section 5. Unpaid Leaves**

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

## **Section 6. Jury Duty**

All employees shall be granted the additional amount to make up full pay if required to serve on jury duty or subpoenaed for any court duty. The employee must submit the jury duty notification document to human resources prior to entering time off for jury duty. An employee must reimburse the district the full amount earned for the jury duty, less mileage, and provide documentation of the accompanying payment for jury duty.

## **Section 7. Supplementation to Workers' Compensation Benefits**

**Subd. 1.** An employee who is absent from work due to a work-related injury and is receiving workers' compensation benefits may elect, in writing, to supplement workers' compensation benefits by using his/her accrued sick leave and/or vacation leave in order to receive the full amount of his/her normal pay.

**Subd. 2.** If an employee elects to supplement workers' compensation benefits under Subd. 1, the amount of the employee's accrued sick leave or vacation leave shall be proportionately reduced in the amount of the supplemental pay. Elections will automatically cease when the employee's accrued sick leave and vacation leave have been exhausted.

**Subd. 3.** In no event shall an election to supplement workers' compensation benefits from accrued sick leave or vacation leave result in an employee receiving more than his/her normal daily, weekly or monthly pay.

**Subd. 4.** Employees must provide the documentation needed to determine the supplemental amount payable from accrued sick leave or vacation leave. Elections pursuant to this Section are valid only during periods in which the employee is receiving workers' compensation benefits.

## Section 8. Personal Leave

Employees covered by this contract shall be eligible for two (2) days of personal leave per year to be deducted from sick leave for personal business and emergencies of a personal nature which requires the presence of the staff member during working hours, and which would be impossible to fulfill at any other time.

## ARTICLE VI HOLIDAYS

### Section 1.

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

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

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

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

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

## **Section 2.**

Holidays that fall on weekends will be observed on Friday or Monday as established by the School District.

## **Section 3.**

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

## **Section 4.**

Religious Holiday Observance: Two (2) recognized official religious holidays during the school year may be deducted from accrued sick leave, and a third day may be approved at the discretion of the Superintendent under the following conditions.

A. Written application is made indicating religious day to be observed one (1) week in advance of the desired day of leave to the principal or supervising administrator.

B. Such day is a scheduled work day.

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

### **Section 1. Probation**

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

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

### **Section 2. Discipline**

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

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

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

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

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

### **Section 3. Job Posting**

Written notice of job openings of more than 30 working days duration shall be posted with a copy sent to the Union Steward. Applications of the interested parties should be submitted via the indicated method. The leading candidates whose background and abilities meet the requirements of the posted position will be interviewed. A Union Steward may meet with the Director of Human Resources to discuss the leading applicants to give background information and their respective recommendations.

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

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

### **Section 4. Job Elimination/Layoff**

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

Seniority shall be determined by total years of continuous employment in the District. The employer recognizes that the purpose of seniority is to provide a declared policy as to the order of layoff and recall of employees. In the event of job elimination, any vacant position(s) will first be posted and filled according to the posting procedure. The employee whose position was eliminated shall have first chance at the position provided it is at or lower than the

employee's previous pay level, the employee is qualified for the position, and there are no other qualified internal, more senior applicants for the position. If no vacant positions in the same classification up to one more scheduled hour per day are available, an employee may displace a less senior employee in the same building, in the same or lower classification, at up to one more scheduled hour per day provided the employee is qualified for the position. The process shall continue until there is no appropriate available position for a displaced employee in the original building. A person displaced from a building with no further bumping options within that building may then exercise seniority to displace the least senior employee elsewhere in the district in the same classification (or lower, if the same is not available) who holds work time that is the same as or up to one hour per day higher than the employee. Any remaining displacement process will then occur until there is no appropriate available position for a displaced employee. Such a displaced employee shall be placed on layoff status.

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

It is the intent of the School District to provide a position for as many Paraeducators as possible on the basis of seniority, as determined by the employee's date of hire into the School District, unless reductions would violate Section 5. Nothing in this provision shall entitle a Paraeducator to a position for which that employee is not qualified, nor shall this provision require the School District to create positions in order to provide an employee with a position.

**Section 5. Non-violation of the District's Affirmative Action Program:** The provision herein shall apply if it will not result in any violation of the District's affirmative action program which shall include ethnic race, color, or sex; and any person employed in an affirmative action program may be retained over a paraeducator with greater seniority if it is necessary to effectuate the purposes of such affirmative action program.

#### **Section 6. Recall List**

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

#### **Section 7. Recall**

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

declination will remove the employee's name from the recall list and sever all recall rights with the District. Nothing in this Article shall require an employee to accept a position which leaves the employee ineligible for health insurance if the employee was eligible for health insurance prior to the layoff.

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

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

### **Section 8. Personnel Files**

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

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

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

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

## **ARTICLE VIII MATCHING ANNUITY AND SEVERANCE**

### **Section 1. Matching Annuity**

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

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

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

	2021-2022	2022-2023
Zero (0) through Three (3) years in Fridley	\$0	\$0
Four (4) through Nine (9) years in Fridley	\$1750	\$1950
Ten (10) through Fourteen (14) years in Fridley	\$1875	\$2075
Fifteen (15) through Nineteen (19) years in Fridley	\$2000	\$2200
Nineteen (19+) plus years in Fridley	\$2125	\$2325

**Subd. 3.** The District will contribute an amount equal to the PARA's requested annual contribution up to the maximum amount listed in this Section.

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

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

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

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

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

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

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

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

## **Section 2.**

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

## ARTICLE IX GRIEVANCE PROCEDURE

### Definitions and General Provisions

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

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

**Step 2.** The employee(s) may appeal the grievance to the Superintendent or designee within five (5) days after the employee(s) receive the written response to Step 1. If the parties fail to

agree or the matter has not been adjusted within 5 days after the grievance has reached Step 2, the employee(s) may appeal to Step 3.

**Step 3.** A Petition for Mediation may be filed within twenty (20) days with the State of Minnesota, Bureau of Mediation Services (BMS), to attempt to adjust the grievance. After each mediation session, the District representative(s) shall respond in writing to the grievance. If the parties cannot resolve the dispute within a reasonable time, the mediator shall declare a grievance impasse. If a grievance impasse has been declared, the dispute may then be appealed to Step 4.

#### **Step 4. Arbitration Procedures**

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

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

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

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

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

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

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

**Subd. 8. Jurisdiction.** The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedures as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public School Boards to efficiently manage and conduct its operation with the legal limitations surrounding the financing of such operations.

## **ARTICLE X MISCELLANEOUS**

### **Section 1. Physical Examinations**

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

### **Section 2. Seniority List**

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

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

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

## **ARTICLE XI DURATION**

### **Section 1. Duration.**

**THIS AGREEMENT** shall be in force from July 1, 2021 through June 30, 2023, and shall continue as is from year to year unless either party shall notify the other in writing 60 days prior to expiration date of existing contract of their desire to re-open negotiations.

### **Section 2. Effect.**

This agreement constitutes the full and complete agreement between the employer and the exclusive representative for the Paraeducators of the district. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provision.

### **Section 3. Severability.**

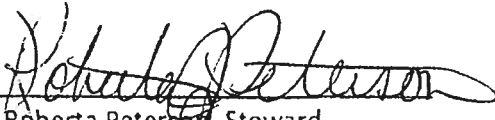
The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provision of this Agreement or the application of any provision thereof.

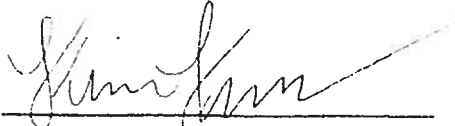
### **Section 4. Finality.**

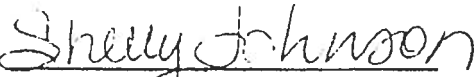
Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement shall not be open for negotiation during the term of this Agreement, except by mutual agreement of the parties.

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

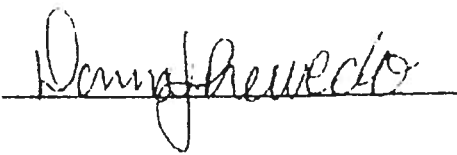
School Service Employees SEIU Local 284

By   
Roberta Peterson, Steward

By   
Kim Kaneakua, Steward

By   
Shelly Johnson, SEIU

Fridley School District 14 School Board

By 

Date 11/18/21

Date 11-18-2021



## ATTACHMENT A

### FRIDLEY PARAEDUCATOR WAGE SCHEDULE AND EXPERIENCE INCREMENTS

#### Wage Schedule.

Band/Grade A13

Step	1	2	3	4	5
2021-2022	\$15.98	17.27	18.30	19.50	21.60
2022-2023	16.21	17.52	18.57	19.79	21.92

#### Experience Increments.

Experience Increments	2021-2023
After 10 years of service to the District	\$ .90
After 15 years of service to the District	\$1.20
After 20 years of service to the District	\$1.70
After 25 years of service to the District	\$2.00

