

# **MASTER CONTRACT**

**2022 - 2025**

**BETWEEN THE SCHOOL BOARD OF  
WINONA AREA PUBLIC SCHOOLS/DISTRICT 861**

**AND THE**

**WINONA EDUCATIONAL ASSISTANTS,  
EDUCATION MINNESOTA**

**1232 - 1**



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**MASTER CONTRACT  
2022-2025**

**ARTICLE I  
PURPOSE**

**Section 1. Parties:**

THIS AGREEMENT, entered into between Independent School district No. 861, Winona, Minnesota, hereinafter referred to as the School Board and the Winona Educational Assistants, Education Minnesota, Local 1232-1, hereinafter referred to as the exclusive representative pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as PELRA, to provide the terms and conditions of employment for educational assistant employees during the duration of the Agreement.

**ARTICLE II  
RECOGNITION OF THE EXCLUSIVE REPRESENTATIVE**

**Section 1. Recognition:**

In accordance with the PELRA, the school district recognizes the Winona Educational Assistants, Education Minnesota Local 1232-1, as the exclusive representative for educational assistant employees of Independent School District No. 861, which exclusive representative shall have those rights and duties as described by PELRA and as described in the provisions of this Agreement.

**Section 2. Appropriate Units:**

The exclusive representative shall represent all such employees of the district contained in the appropriate unit as defined in Article III, Section II of this Agreement and the PELRA and the Director of Mediation services certification, if any.

**Section 3. Union Steward:**

The Union may designate employees in the bargaining unit to act as Stewards and/or alternates and shall inform the employer in writing of such choices and changes in the positions and stewards and/or alternates. Stewards shall be permitted reasonable time to perform and discharge the duties which are properly assigned to them under terms of this agreement. The stewards shall be permitted reasonable time to process grievances without loss of time or pay during regular working hours. Stewards shall be allowed reasonable time to transmit messages which have originated with and are authorized by the Union so long as the transmission of said messages does not interfere with their regular work assignment. Union stewards shall be notified of all new hires and any changes in classification.

**ARTICLE III  
DEFINITIONS**

**Section 1. Terms and Conditions of Employment:**

Shall mean the hours of employment, compensation therefore including fringe benefits, and employer's personnel policies affecting working conditions of employees.

**Section 2. Description of Appropriate Unit:**

For purposes of this Agreement, the term *educational assistant employees* shall mean all persons identified in ARTICLE XV – Classifications and (in the appropriate unit) employed by the School Board as: A11, A12, A13, B21, B22, B23, and B32 excluding those employees whose service does not exceed 14 hours per week or thirty-five percent of a normal work week or who hold positions of a temporary or seasonal character for a period not in excess of 67 working days per calendar year.

**Section 3. Other Terms:**

Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

ARTICLE IV  
SCHOOL DISTRICT RIGHTS

**Section 1. Inherent Managerial Rights:**

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

**Section 2. Management Responsibilities:**

The exclusive representative recognizes the right and obligation of the school district 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 pupils of the school district.

**Section 3. Effect of Laws, Rules and Regulations:**

The exclusive representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the school board and shall be governed by the laws of the State of Minnesota and by school board rules, regulations, directives, and orders, issued by properly designated officials of the school district. The exclusive representative also recognizes the right, obligation and duty of the school board and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time as deemed necessary by the school district insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the school district, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, State and Federal governmental agencies. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives, or orders shall be null and void and without force and effect.

**Section 4. Reservation of Managerial Rights:**

The foregoing enumeration of board rights and duties shall not be deemed to exclude other inherent management right and management functions not expressly reserved herein, and all management rights and managerial functions not expressly delegated in this Agreement are reserved to the school board.

**Section 5. Probationary Period:**

Any entering employee shall fulfill a probationary period from date of hire to the first anniversary of that date to demonstrate satisfactory job performance. However, an employee hired at the beginning of the school year, and before October 1<sup>st</sup>, shall have their probationary period end at the conclusion of that school year. Such entering employees shall be subject to dismissal without hearing during the probationary period.

ARTICLE V  
EMPLOYEE RIGHTS

**Section 1. Right to Views:**

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

**Section 2. Right to Join:**

Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations.

**Section 3. Request for Dues Checkoff:**

Employees shall have the right to request and be allowed dues checkoff for the employee's organization of their selection, provided that dues checkoff and proceeds thereof shall not be allowed any employee organization that has lost its rights to dues checkoff pursuant to 179.64 to 179.65 of the PELRA. Upon receipt of a properly executed authorization card of the employee involved, the school district will deduct from the employee's bimonthly paycheck the dues that the employee has agreed to authorize beginning in October. When a bargaining unit member has so authorized a dues deduction, such authorization cannot be canceled except by written notice to the District from the union president. A member seeking cancellation must provide written notice to the union president. Deductions shall be made from each semi-monthly paycheck issued to the employee and transmitted to the designated organizations together with a list of names of the employees from whom deductions were made. The district payroll department shall notify the local treasurer of the name and work location of new employees hired in position covered under this agreement within thirty (30) days from the date of employment.

**Section 4. Personnel Files:**

Subd. 1: Members of the educational assistant staff shall be notified whenever any statement which is critical of them is made a matter of record and placed in their personnel file. No derogatory information shall be placed in a members file without that person's knowledge.

Subd. 2: If a member wishes to review this District personnel file, request shall be made to the Human Resources Office, who will schedule the review by the employee. The member shall have the right to reproduce any contents of the file at the member's expense and to submit for inclusion in the file written information in response to any material contained therein. The school district may destroy such files as provided by law.

**Section 5. Discipline:**

All discipline of unit members shall be for just cause, and subject to the grievance procedure of this agreement. All discipline administered shall have remediation as its goal, except in cases requiring termination.

ARTICLE VI  
CLASSIFICATIONS AND PAY

**Section 1. Classifications:**

Employees represented by the exclusive representative herein shall be employed in classifications, namely: A11, A12, A13, B21, B22, B23, and B32. Transfers from one classification to another classification may be made with mutual agreement between the employee and the District.

The rates of pay within classifications listed shall be itemized by the schedule attached hereto as an addendum, and increases in pay shall result from movement from step to stem within the classification. Salary step increases are not automatic in a negotiation year and will not be paid until said negotiations are complete.

**Section 2. Rates of Pay:**

The rates of pay within a classification shall be part of this Agreement for a period commencing on July 1, 2022, to June 30, 2025. Employees shall be raised to the next step on July 1 of each year, however, employees shall not be raised to the next step during a negotiations year until said negotiations are complete and employees must have begun employment prior to March 1 of the preceding year in order to be eligible for the step increase. The District shall endeavor to place entering employees no higher than the third step of their classification.

**Section 3. Advancing in Classification:**

Employees transferred from one classification to another higher classification as provided in Section I of this article shall move to the same step presently occupied within the classification to which such employee is transferred.

**Section 4. Standard Method of Pay:**

Effective July 1<sup>st</sup>, 2017 employees shall be paid twice monthly, based on the number of hours worked and time submitted in the preceding payroll period. As an example, hours worked from September 1<sup>st</sup> until September 15<sup>th</sup> shall be paid on September 30<sup>th</sup>. Employees that are scheduled to work five or more hours per day may elect to have their annual salary paid over 24 checks by submitting a written request to the payroll office by August 1<sup>st</sup>. This election shall remain in effect until further notice is received.

Each employee's pay shall be deposited electronically in any Automated Clearing House (ACH) bank in the United States of America. The electronic data shall be taken to the financial institution for processing two business days before each payday. Each employee shall furnish to the School district the following information:

1. Bank routing number
2. Bank account number for employee
3. Type of account (savings, checking)

After January 1, 1998, electronic deposit will be the only method used to pay employees. Upon written request a payroll remittance record will be generated each payday for each employee listing the same items normally listed on a payroll check stub.

Sheltered annuities are open three times a year, on October 1, April 1, and July 1; the payroll department must be informed by October 1, April 1, or July 1 if an educational assistant wishes to obtain a sheltered annuity, or add to or separate from such annuity.



With signed authorization from the educational assistant, the district will withhold NEA PAC in 24 equal payments.

**Section 5. Change of Classification Procedures:**

Subd. 1. If the employee or the exclusive representative should determine that the classification of a job no longer describes the requirements of the position, the employee or the exclusive representative shall write a letter requesting a reclassification, explaining how the job has changed or why the classification is not appropriate. The request shall be presented directly to the Director of Human Resources who shall reply in writing to the employee or the exclusive representative within thirty (30) days. The decision may be appealed to the superintendent of schools. Should the reclassification be agreed to in a non-negotiations year, a memorandum of agreement (MOA) will be written outlining the agreement between the District and the exclusive representative.

Subd. 2. If the Director of Human resources determines that the classification of a position no longer describes the requirements of the position, the Director of Human Resources shall write a letter identifying the new classification, explaining how the job has changed or why the reclassification is appropriate. The request shall be presented directly to the exclusive representative. The exclusive representative will respond within thirty (30) days. Should both sides agree to the reclassification in a non-negotiations year, an MOA will be written outlining the agreement.

Subd. 3. In the event a position is reclassified to a lower classification, those employed in the position shall be deemed “underemployed” as defined in Article VII, Section 3 of the collective bargaining agreement and would have the rights outlined in that section.

**Section 6. Substitute Educational Assistant:**

A substitute employed to fill in for any educational assistant will be paid at a rate set by the school board for the first fifteen (15) consecutive days for the same employee and thereafter will be placed on the first step of the classification for which they are substituting. When a regularly-employed bargaining unit employee extends their day by substituting for another bargaining unit employee, said employee shall receive their regular wages.

When a regularly-employed bargaining unit employee substitutes for another bargaining unit employee, said employee shall receive their own wages provided that classification of the jobs are the same. If classification of the jobs are different, the unit employee who is substituting will receive the wages of their own step in the classification being worked.

**Section 7: Mutual Agreement Compensation Time:**

Employees shall not be requested or required to take time off for overtime worked or to be worked; however, employees may request and receive at the discretion of their supervisor, time off as a method of paying for overtime hours to a maximum of 80 hours. Compensation time shall be at the appropriate overtime rate at which it was earned. Compensation time off may be taken any time during the contract period with approval of the immediate supervisor, with a maximum carryover of 20 hours to the next fiscal year.

**Section 8: Pre-Approved Extensions of Duty:**

Employees who are requested to participate in student I.E.P. meetings, extended-day field trips, or other pre-approved activities outside of their normal working hours, shall be compensated for that time at their normal

hourly rate of pay, up to forty (40) hours. No such pay shall be authorized without prior approval of the principal or director in charge.

## ARTICLE VII SENIORITY

### **Section 1:**

Seniority for the purpose of the Agreement, shall be defined as follows: Continuous service in District 861 in an educational assistant (support staff) position with the date of record being the first date of employment in the District in said capacity. Movement from one classification to another does not change the seniority date. A seniority list shall be posted in each building by October 1 of each year.

### **Section 2:**

Seniority shall terminate when an employee retires, resigns, or is discharged.

### **Section 3:**

In the event it is determined by the School Board that it is necessary to reduce the work force, the administration will determine which position will be eliminated. Positions which have been reduced in hours but not completely eliminated do not apply to the provisions outlined in Section III, IV or V of this article. The person in the eliminated position shall then bump the junior person in her/his classification. If there is no one in the same classification junior to the person holding the position to be eliminated, she/he shall bump the junior person in the next lower classification. For example, if a B21 position is eliminated, the individual would bump first in their own class, and if there were no one junior to them in B21, then A13, A12, and finally A11. If there is no junior person in the categories involved, the individual would be placed on recall.

If a unit member bumps into a position in which she or he would be “underemployed”, the following stipulations would apply. “Underemployed” is defined as being in a lower classification, e.g., moving from a B22 position to an A13 position or any position less than B22, or having a reduction in current salary or earnings as a result of bumping or reduction in hours of current assignment.

In the event the unit member, as a result of the bump or having a reduction in hours of current assignment, becomes “underemployed”, she or he will have the following options: (1) The unit member may accept the bump to the “underemployed” position and remain immediately eligible for the first position that becomes available and for which she or he is qualified in the original classification. Or (2) the unit member may decline to bump, go on layoff and remain eligible for the first position that becomes available and for which she or he is qualified in the original classification.

Unit members facing a decision whether or not to become “underemployed” shall have one calendar week from the time they receive written notice of the pending bump to make their choice of option 1 or 2. Their choice, when made, becomes final.

The unit member on recall would be entitled to the first open position in their classification, and would be required to return to it upon notification. Failure to do so would mean that the employee gives up her/his recall rights and is terminated. If a position below their classification opens, the person on recall must be notified and would have the option to return to such position or remain on the recall list.

Whenever possible, advance notice of reassignments and reduction or alteration of hours, shall be given to unit members a minimum of two weeks prior to implementation of a change in their employment status.

Two weeks advance notice shall be given for layoffs. Unit member shall provide the employer a minimum of two weeks' notice prior to resignation.

**Section 4:**

In the event of a reduction in force, the educational assistant who has been laid off shall be sent job opening notifications from Human Resources Office for a period of two (2) years from the time of said lay off which constitutes the time an employee is entitled to be on the recall list. The job openings mailed from the Human Resources Office refer to those classifications referred to in this Agreement.

Under no circumstances shall the employer hire from the open market while employees are on the recall list, qualified to perform the duties of a vacant position, and are ready, willing and able and have notified the district that they are available to be re-employed. Upon returning to a district position, the employee shall be placed on the same step on the salary schedule as occupied at the time of lay off and shall be given credit on the seniority list for all years worked in an educational assistant capacity in the district prior to lay off.

**Section 5. Recall Listing:**

Those educational assistants on a recall list will be put on a substitute educational assistant list to be called in case of absent educational assistants provided they are qualified to do the job.

**Section 6. Reduction of Hours:**

It is understood that bus and supervision duties before and after school change on an annual basis. Such duties are assigned on an annual basis and a change in this area does not constitute a reduction of hours. A limited exception to this provision shall apply to those employees who, as of September 1, 2003, have had two consecutive years of bus or supervision duties and have maintained those hours. For those employees only, a reduction of bus and supervision duties may constitute a reduction of hours. In the event it is determined by the School Board that it is necessary to reduce the work force or work hours, the administration will determine which position(s) will be reduced in hours. The person(s) in the reduced position shall then be given the opportunity to bump a junior person in their classification with the same number of hours as their original position, or stay in their current position and accept the reduction. Unit members facing a decision whether or not to accept the reduction of hours or bump a junior person shall have one calendar week from the time they receive notice of the reduction. Their choice, when made, becomes final.

If an employee elects to bump a junior employee and there is no one junior in the same classification with the same number of hours as the person holding the position to be reduced, she/he shall bump the junior person in the same classification with the most similar number of hours. Administration shall transfer the employee into a position with the original number of hours if one comes available within a twelve month period.

Employees accepting a reduction of hours shall not be considered underemployed and shall not be eligible for recall. One week advance notice shall be given for a reduction of hours. Unit member shall provide the employer a minimum of two weeks' notice prior to resignation.

ARTICLE VIII

**GROUP INSURANCE/INSURANCE BENEFITS**

**Section 1. Selection of Carrier:**

The insurance carriers currently utilized by the district and the insurance policies currently in effect shall be retained throughout the duration of the current policies or until they are terminated. Thereafter, the

insurance committee shall explore insurance options and the employees shall be proportionally represented on that committee and shall participate in the selection of the insurance carriers and policies.

**Section 2. Definition of Full-Time Employee:**

For the purpose of this article regarding hospitalization, long-term disability insurance and life insurance a full-time employee shall be defined as one who is employed for 40 hours per week or more for a period of 12 months per year. Effective July 1, 1993, all educational assistants participating in the health insurance plans due to “special considerations” shall be grandparented into the plans and cannot be negatively affected by any future negotiated changes.

**Section 3. Fractional Time Employee:**

Fractional time unit members employed for at least 24 hours of full-time, for a minimum contract period of thirty-eight weeks, receives a prorated contribution toward their insurance benefits i.e. employment for 24 hours per week for a minimum of 38 weeks shall be equal to a 60 % benefit. Fractional employees hired after the start of the school year shall be eligible for insurance if it is expected that their contract will typically by for a minimum of thirty-eight weeks. Effective July 1, 1993, all educational assistants participating in the health insurance plans due to “special considerations: shall be grandparented into the plans and cannot be negatively affected by any future negotiated changes. Any unit employee at an hourly level that has qualified them to participate in the district’s health insurance coverage whose hours have dropped below the eligibility level, under Cobra legislation, has the right to continue group health care coverage and/or dental care coverage, and/or life coverage for themselves and their dependents, if currently covered for up to eighteen (18) months by paying the full premium regularly.

**Section 4. Health and Hospitalization Insurance:**

Subd. 1. Single Coverage for Full-Time Employees: Beginning January 1, 2021, the district shall contribute a monthly sum not to exceed 90% of the lowest deductible, high-deductible plan toward the insurance premiums for each educational assistant employed by the district who qualifies for and is enrolled in a district group single coverage health and hospitalization plan. (For example, if the district has a \$2,200 HDP and \$3,000 HDP, district contributions would be calculated using the \$2,200 HDP). District contributions for health insurance premiums will be spread evenly throughout the participation year. If the School District contribution exceeds the premium cost, no reimbursement will be made to the educational assistant. Any additional cost of the premium shall be borne by the employee and paid for by payroll deduction. Educational assistants shall have the option to choose any one of the district’s plans.

Each educational assistant participating in the district’s HDP will establish a qualifying Health Savings Account (HSA). The district will deposit an amount equal to the plan’s deductible, not to exceed the IRS contribution limit, into the employee’s HSA at the beginning of the insurance plan year for each educational assistant employed by the district who qualifies for and is enrolled in a district group single coverage health and hospitalization plan.

Subd. 2. Family Coverage for Full-Time Employees: Beginning January 1, 2021, the district shall contribute a monthly sum not to exceed 50% of the lowest deductible, high-deductible plan toward the insurance premiums for each educational assistant who qualifies for an is enrolled in a district sponsored group family health and hospitalization plan. (For example, if the district has a \$4,400 HDP and \$6,000 HDP, district contribution will be calculated using the \$4,400 HDP). District contributions for health insurance premiums will be spread evenly throughout the participation year. If the School District contribution exceeds the premium cost, no reimbursement will be made to the educational assistant. Any additional cost of the premium shall be borne by the employee and paid for by payroll deduction. Educational assistants shall have the option to choose any one of the district’s plans.

Each educational assistant participating in the district's High-Deductible Plans family insurance coverage will establish a qualifying Health Savings Account (HSA). The district shall deposit an amount equal to the deductible of the equivalent single coverage high-deductible plan, not to exceed the IRS contribution limit, into the employee's HSA at the beginning of the insurance plan year for each educational assistant employed by the district who qualifies for and is enrolled in a district group family coverage health and hospitalization plan.

Subd. 3. Waiver of Coverage: The District shall contribute to the flexible spending account of the District 125 Plan of each individual who qualifies for health insurance and waives insurance an additional \$500 for expenses allowable under the plan. This amount shall be pro-rated for fractional time employees.

Subd. 4. Disabled Employees: The district will continue to make its contribution for the health and accident insurance premiums for any disabled employee until he/she qualifies for social security or Medicare. Such contribution will be limited to the amount of the district contribution in effect at the time of disablement, and is subject to the rules and regulations of the insurance carrier.

### **Section 5. Dental Insurance:**

Subd. 1. Qualifications: The same qualifications needed to qualify for health insurance apply to dental insurance.

Subd. 2. Single Coverage: The school district shall pay in full to those who qualify for full time and prorate to the annual premium for individual coverage for each unit member employed by the school district who qualifies for and is enrolled in the school district group dental plan.

Subd. 3. Family Coverage: For each unit member employed by the school district who qualifies for and is enrolled in the group dental plan, the district will pay the amount negotiated into the contracts for other groups in the district.

Subd. 4. Fractional Time Employees: Fractional time unit members employed for at least 24 hours of full-time receives a prorated contribution toward their insurance benefits, i.e. 80% of full-time for a minimum contract period of thirty-eight weeks receives 80% of the district contribution toward the appropriate plan.

### **Section 6. Life Insurance:**

The school district shall contribute the full premium cost for twenty-five thousand dollars (\$25,000) life insurance for each employee who is qualified for (employed at least 24 hours per week) and is enrolled in the school district life insurance plan. Each qualified employee shall have the option to purchase an additional \$15,000 to \$75,000 coverage, in \$15,000 increments, at the group rate subject to approval by the insurance carrier. Retirees who are at least 55 years of age and have worked a minimum of 15 years in the Winona School district may stay in the life insurance group at their own expense at the coverage level and premium defined by the insurance carrier.

### **Section 7. Long-Term Disability Insurance:**

The school district shall contribute the full premium for long-term disability insurance for each employee employed by this school district who qualifies for (employed at least 24 hours per week) and is enrolled in the school district group long-term disability insurance plan.

**Section 8. Duration of Insurance Contribution:**

An employee is eligible for district contributions as provided in this article as long as that employee is employed by the school district and is a qualified covered employee. Upon termination of employment, or limitation of employment to less than twenty-four (24) hours per week, all district participation and contributions shall cease effective on the last work day as a qualified status employee. Employees shall also have the option to remain in the plans as provided by COBRA and Minnesota Statute 471.61 at their own expense.

**Section 9. Liability Insurance:**

The school district shall provide liability insurance to cover employees in the performance of their daily duties.

ARTICLE IX  
LEAVES OF ABSENCE

**Section 1. Sick Leave:**

Subd. 1. Qualifications: Employees working a minimum of three (3) hours per day shall earn sick leave hours equivalent to nine (9) days during their first year of employment. Such leave shall be pro-rated for educational assistants who start employment after the start of the school year. All employees whose regular work year is twelve (12) months per year shall earn a maximum of 120 hours of sick leave based on the formula below for each full year of service in the employment of the school district, cumulative to one hundred ninety-five (195) days. Employees who regularly work fifteen (15) hours per week or more and work at least nine (9) months per year, but less than twelve (12) months per year, shall earn an annual maximum of 96 hours of sick leave based on the formula below, cumulative to one hundred and ninety-five (195) days. At no time shall accumulated sick leave be used until the current years allocation of sick leave has been depleted.

Sick Leave Accrual Formula: Beginning with the second year of employment, the following formula shall be used to determine sick leave accrual: The total number of hours paid by the district the previous fiscal year, excluding coaching/advisor hours, divided by the number of paid days scheduled for educational assistants during the school year (currently 181) multiplied by 12. Example for an educational assistant working 6.5 hours per day –  $1176.5/181 \times 12 = 78$  hours of sick leave. Unpaid medical leave or hours on an active district workers' compensation claim will not be excluded from the number of hours paid calculation.

A new employee starting employment subsequent to July 1 shall earn sick leave for that year directly in proportion to the number of months the employee will work between the date of employment and the next June 30.

Additional sick leave use for summer school employment will be limited to one (1) day.

If an employee uses two days or less per contract year of sick leave, he/she will receive a comp day which may be used the following year. Sick leave used by employees for an active district workers' compensation claim or used for emergency days or late starts will not disqualify an employee from receiving a comp day. The employee may, with approval of the building principal, use this day for a paid day off. If this day is not utilized, the employee shall be paid for the day at the conclusion of the school year. Employees who resign from the district and have earned this day shall be paid for the day on the final check.

Subd. 2. Maximum Accumulation: Unused sick leave days may accumulate to a maximum credit of one hundred ninety-five (195) days of sick leave per full time employee except as noted above.

Subd. 3. Sick Leave Use:

Personal Illness or Injury: Accumulated sick leave may be used if the absence is due to personal illness, injury, quarantine, medical/dental appointments, or disability resulting from pregnancy, termination of pregnancy or child birth.

Dependent Child: Use of sick leave for absences due to illness or injury to the employee's dependent child, which includes a stepchild and a biological, adopted and foster child, under the age of eighteen (18) or under the age of twenty (20) still attending secondary school, shall be allowed for such reasonable period as the employee's attendance with the child may be necessary, on the same terms as sick leave for the employee.

Family Illness: Employees may use eight sick leave days for family illness. For purposes of this article family is defined as child, which includes a stepchild and a biological, adopted and foster child, grandchild, sibling, spouse, parent or spouse's parent or non-family member for which the employee has medical power of attorney. Use of sick leave under this subdivision for care of a domestic partner shall be granted providing the domestic partnership has shared residency for at least one year. Hours used under this provision are reduced from hours available pursuant to M.S. 181.9413.

Care of Relatives: Pursuant to M.S. 181.9413, an employee may use personal accrued sick leave for absences due to an illness of or injury to the employee's child, which includes a stepchild and a biological, adopted and foster child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary. An employee may use sick leave for such reasonable periods of time as may be necessary for safety leave. Safety leave may be used for assistance to the employee or assistance to the relatives described in this paragraph. For the purpose of this section, "safety leave" is leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking. Use of sick leave under this section shall be limited to 160 hours annually. Benefits under this section are provided pursuant to M.S. 181.9413 and shall change if changed in law.

Subd. 4. Physician Certificate: The school district may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness in order to qualify for sick leave pay.

Subd. 5. Sick Leave Deduction: Sick leave shall be deducted from the accrued sick leave days earned by the employee.

Subd. 6. Sick Leave Administration: In administering the sick leave policy, the district will follow all state laws in effect and applicable at the time.

Subd. 7. Disability Leave: An employee that has passed their probationary period and is unable to perform the duties of employment because of personal illness or injury shall be granted, upon request and certification by the attending licensed physician of inability to perform such duties, a leave of absence up to one year without pay. Requests for extension of a year's leave may be granted at the discretion of the school board. The school district shall continue payment of the district's share of insurance premiums during the employee's absence until the point at which the employee is eligible to collect social security disability benefits. An employee who is granted such leave shall notify the superintendent of schools of their intention to return by 30 days prior to the end of paid leave.

Subd. 8. Unpaid Leave: An unpaid leave of absence may be granted for health reasons if recommended by the attending physician in writing and approved by the Director of Human Resources. Should an unpaid leave of absence be granted to the employee, upon returning from the leave, the employee shall be placed on the same step and will retain the original seniority date as when she/he left.

Subd. 9. Family and Medical Leave: In accordance with the Family and Medical Leave Act (hereafter referred to as FMLA), IDS 861 will grant job-protected, unpaid FMLA leave to eligible employees for any of the following reasons:

- A. The birth of a child to the employee or placement of a child with the employee for adoption or foster care; or
- B. In order to care for an immediate family member (spouse, child, or parent) of the employee if such immediate family member has a serious health condition; or
- C. The employee's own serious health condition that makes the employee unable to perform the functions of their position, or
- D. Any qualifying exigency arising from the employee's spouse, son, daughter, or parent being on covered active duty, or notified of an impending call or order to covered active duty in the Armed Forces.

To be eligible for a FMLA leave without pay, an employee must have worked at least 1250 hours in the twelve (12) months preceding the FMLA leave (an average of approximately 24 hours per week), have completed the probationary work period, and have been employed by ISD 861 for at least 12 months prior to the FMLA leave.

The maximum length of FMLA leave shall be 12 weeks per 12 month period between July 1 and June 30. The entitlement to FMLA leave for the birth or placement of a child expires 12 months after the birth or placement of the child. FMLA leave shall be taken simultaneously with any leave permitted under the Minnesota Parenting Leave Act.

Subd. 10. Donation of Sick Leave: One educational assistant may be eligible to donate up to 16 sick leave hours annually to another educational assistant. Donated sick leave may be used for the employee's own personal illness/injury or to attend to the medical necessities of a family member (defined as spouse or children). Donation of Sick Leave is only available if the following conditions are met:

- The educational assistant donating the sick leave must have a minimum of 250 hours of sick leave accumulated and submit a sick leave donation form authorizing the donation to the business office.
- The educational assistant receiving the sick leave donation must submit to the district certification by the attending medical provider of inability to perform duties or to attend to the medical necessities of a family member.
- The educational assistant receiving the sick leave must have utilized all existing leaves and suffered three days without pay prior to utilizing sick leave that has been donated.
- The educational assistant receiving the donation must only use the donated time for the same medical necessity but shall not be penalized for non-consecutive use of donated time used for the



same condition occurring within the same fiscal year.

- The educational assistant receiving the sick leave for the purposes of attending to the medical necessities of a family member will adhere to the sick leave limitations outlined under Family Illness and/or Care of Relatives.

If the employee received sick leave in excess of the time certified by the medical provider, the remaining hours will be equally re-distributed to the employees that donated the hours.

## **Section 2. Leaves for Job Related Injuries:**

Subd. 1. Workers' Compensation: Upon request of an employee who is absent from work as a result of a compensable injury, while working for the school district, under the provisions of the Workers' Compensation Act, the school district will pay the difference between the compensation received pursuant to the Workers' Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave and/or vacation pay. This paragraph may be effectuated on the delivery by the school district to the employee of a paycheck for said employee's regular rate of pay during the affected period when and after the employee endorses to the district the employee's workers' compensation check or has said amount of workers' compensation check deducted from gross wages on paycheck.

Subd. 2. Supplements to Workers' Compensation: A deduction shall be made from the employee's accumulated vacation or sick leave accrual time according to the pro-rate portions of days of sick leave or vacation time which is used to supplement the workers' compensation.

Subd. 3. Maximum Pay: In no event shall the additional compensation paid to the employee by virtue of sick leave or vacation pay result in the payment of a total daily, weekly or monthly compensation that exceeds the normal compensation of the employee.

Subd. 4. Injury Caused by Assault: The first ten (10) days of absence due to injury incurred by a member of the bargaining unit from an assault, by a student or non-student in the course of the work assignment, shall be paid time. This time shall not be charged against sick leave. Such assaults must be reported to administration within two working days of the incident. Medical verification of injury may be required at district expense.

Workers' Compensation reporting requirements and benefits will be coordinated as they have been, except that no sick time will be charged for the first ten days.

## **Section 3. Vacation:**

Any employee who is employed eight hours per day, twelve (12) months per year shall be granted ten (10) working days' vacation with pay after one year of employment have been completed. One additional day of paid vacation shall be added for each year of employment until employee has earned a total of twenty (20) vacation days.

Any employee working eight hours per day, twelve months per year who begins employment between July 1 and September 30 will be granted ten working days paid vacation after July 1 of the next year. If an employee working eight hours per day, twelve months per year is employed on or after October 1, vacation granted shall be prorated.

Those employees who are regularly employed and work five, six or seven hours per day for twelve months

shall receive ten days paid vacation. Any employee in this category who begins employment on or July 1 through September 30 will receive ten days paid vacation after July 1 of the next year. If employment begins on or after October 1, vacation will be prorated.

Those employees who are regularly employed and who work a minimum of four (4) hours per day a year consisting of twenty-five (25) working days more than the contract period for licensed staff members employed in grades K through 12 during the period of this Agreement shall receive paid vacation on the basis of one (1) day per year of service to a maximum of nine (9) days. When an employee's services are terminated with the district, except for discharge for cause, vacation pay shall be computed and paid for on a pro-rated basis of the time worked in the year under consideration.

Subd. 1: Any vacation earned under Section III of this article shall be deemed to be available to the employee on or at the conclusion of the work year. For this purpose, a work year is defined as being completed at the end of the day, June 30 except that an employee may carry forward a maximum of five (5) days' vacation. Any unused vacation entitlement remaining as of that date beyond five days shall be forfeited. Vacation may be started between May 15 and July 1 with special permission of employee's immediate supervisor.

Subd. 2: Vacation time shall be granted after submission of a signed request to the immediate supervisor.

Subd. 3: If a holiday falls in the vacation period, the holiday shall not count as a day of vacation.

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

Subd. 1: A child care leave may be granted by the district upon request delivered at least one month prior to the time such leave is to be taken. Such leave may be for periods extending beyond a period of time the employee is unable to work due to pregnancy, childbirth, or recovery there from but shall be for no longer than one full year from the date of the commencement of such leave. The leave shall be granted only in cases where the employee requests such leave for the purposes of attending to a newborn or newly adopted child.

Subd. 2: Employees on child care leave, for the period not covered under sick leave, may continue the insurance programs of the district under the provisions of the Federal Family and Medical Leave Act and if extending beyond the Federal Statute by paying the appropriate premiums regularly as required by the district.

Subd. 3: If a child care leave extends into two different school years, the administration shall assign the returning employee to a position in the system for which the employee is qualified.

Subd. 4: If a child care leave commences and ends during a single school year, the returning employee shall assume the same position the employee had upon leaving.

#### **Section 5. Bereavement Leave:**

Full pay for absences not to exceed five (5) days shall be granted to all regular employees upon the death of a member of their immediate family. Immediate family as used in this section shall relate to the mother, father, sister, brother, husband, wife, son, daughter, son-in-law, daughter-in-law, sister-in-law, brother-in-law, niece, nephew, aunt, uncle, grandparent and grandchildren of the person applying for such leave and the domestic partner proving the domestic partnership has shared residency for at least one year. The above shall apply to the same relative of wife or husband of the employee as the case may be. An employee shall

be granted bereavement leave for the actual time required to attend the funeral of a friend or colleague, not to exceed three days.

**Section 6. Personal Days:**

Educational assistants working a minimum of three hours per day shall be granted up to three (3) days of personal leave each year without loss of pay. Beginning July 1, 2020, Educational assistants who have completed 15 years of service with the District at the beginning of the school year shall receive four (4) personal days each year without loss of pay. Such leave shall be pro-rated for part-time Educational assistants and educational assistants who start employment after the start of the school year. Use of personal days requires pre-approval of the administrative supervisor. Unless an unforeseen circumstance occurs, at least three (3) days of advance notice will be provided to the supervisor for approval. Up to two (2) personal leave days may be carried over to the following school year. Additional days beyond the maximum carryover will be paid at an hourly rate equal to step one of the educational assistants pay classification.

**Section 7. Jury Duty:**

An employee who is called for jury duty shall be compensated for the difference between the employee's regular salary and the pay received for such application for the period he/she is away from their employment assignment.

**Section 8. Testimonial Duty:**

An employee who is called to testify before any judicial tribunal in mediation, negotiation and arbitration proceedings shall be compensated for the period he/she is away from their assignment.

**Section 9. Vacation and Sick Leave Notice:**

Vacation and sick leave balances will be available on line by October 1 in any contract year and upon a written request from any employee.

**Section 10. Educational Leave:**

Employees with a minimum of five years of service to the district may apply to the district for an unpaid educational leave of absence of up to one year to pursue further education or training that will benefit the district. During this approved leave the employee may continue the insurance programs of the district by paying the full premiums regularly.

**Section 11. Restricted Unpaid Leave:**

Employees who have exhausted their accumulated personal leave may be authorized for leave without pay in unusual or emergency circumstances. Restricted unpaid leave must be approved by administration and human resources.

ARTICLE X  
**PAID HOLIDAYS**

**Section 1. Full and Part-Time Employees:**

All employees who are regularly assigned to work twelve months of the year shall ten (10) paid holidays, between July 1 and June 30, as designated by the School Board.

All other employees covered under this agreement, as defined in Article II. Section 2, shall receive six (6) paid holidays, between July 1 and June 30, as designated by the School Board.

ARTICLE XI  
**RETIREMENT**

**Section 1. Severance Pay:**

Employees with 15 years of service to the district and who are at least 55 years of age, or employees who qualify for early retirement under rule of 90 as prescribed by PERA, shall be eligible for severance pay upon submission of a written resignation accepted by the school board.

Qualified employees shall receive severance pay equal to \$5.50 an hour for each hour of unused sick leave that will be placed into a Post-Retirement Healthcare Account under the supervision of the Minnesota State Retirement System.

**Section 2. Post-Retirement Healthcare Account:**

Starting with the 2011-2012 school year, the School District will make a contribution to a Post-Retirement Healthcare Account under the supervision of the Minnesota State Retirement System. Contributions made by the district will reduce the retirement or severance owed to the employee upon retirement. Contributions will be made by the district on or about November 1<sup>st</sup> of each year. Employees scheduled to work more than twenty-four (24) hours per week, during the school year, will be eligible for amounts as indicated below:

<u>Years of Service In the District</u>	<u>Match Amount</u>
6-10	\$432
11-14	\$480
15-20	\$720
Beginning with 21 <sup>st</sup> year	\$1000

An employee must have completed six years of service in order to qualify for the amounts listed above. Beginning with the employees 11<sup>th</sup> year of service he/she will move to the next level of contribution.

**Section 3. Early Retirement:**

Employees who have completed at least 15 continuous years of service with District 861, working an average of 24 hours per week for the past five years, who are at least age 55 as of June 30 in the school year during which an application for a retirement incentive is made and have been employed for a minimum contract period of thirty-eight weeks, shall be eligible for the retirement incentive upon submission of a written request for retirement to the school board.

Full-time eligible employees will receive \$40,000 which will be placed into a Post-Retirement Healthcare Account under the supervision of the Minnesota State Retirement System. The \$40,000 will be placed in the employee's account by September 1 of the year of retirement unless the request for retirement was not submitted by June 1 in which case the \$40,000 will be placed in the employee's account within 90 days of submission of the written request for retirement.

Fractional time employees shall be eligible for a pro-rated payment into the Post-Retirement Healthcare Account under the supervision of the Minnesota State Retirement System. The pro-ration shall be based on the average of the highest five years pro-ration of health care benefits for fractional time employees over the past ten years.

Contributions to the Post-Retirement Healthcare Account owed but not yet paid to the employee will be paid to the beneficiary in the event of the employee's death.

Employees who are participating in the districts health insurance program at the time of retirement shall be eligible to remain in the existing program at their own expense. The employee's spouse may remain on the program at their own expense until he/she is eligible for Medicare.

A retirement incentive will not be paid to any employee who has been discharged by the district.

Any amount of unemployment insurance which the employee received and for which the district is required to pay into the unemployment compensation fund pursuant to Section 268.06, Subd. 25, at any time after the employee has terminated employment with the district may be deducted by the district from the amount of the employee's retirement incentive or recovered by the district from the employee up to the amount of the retirement incentive.

Employees eligible for the retirement program shall have the payment amount reduced by the total matching 403b dollars and Post-Retirement Healthcare matching dollars paid by the district over the employee's career. If the total matching 403b dollars and the Post-Retirement Healthcare matching dollars paid by the district exceed the amount owed to the employee under this provision, the benefit owed under Section I. Severance Pay shall be reduced by the remaining amount.

**Section 4. Tax Sheltered Annuity – 403(b) or 457:**

An employee who wishes to participate in the District sponsored 403B or 457 plan with no match from the School District shall notify the School District of their intention to begin or increase the amount of participation in the 403B or 457 by May 1 of each school year. Such participation shall continue at the specified amount unless the employee notifies the district of a change.

ARTICLE XII

MISCELLANEOUS PROVISIONS

**Section 1. Emergency Closing:**

An emergency closing shall be defined as any unscheduled closing of the school or schools. Examples might include inclement weather, energy shortage, breakdown of equipment, etc.

Subd. 1. Earned Emergency Closing Hours: In addition to student days, educational assistants shall have 20 hours of district designated work time which shall be considered emergency make-up hours for the first 20 emergency closing hours of the year. Educational assistants unable to work during the designated district work time shall not be eligible to use any time of leave during that time. Educational shall have these hours banked as "Emergency Closing Hours".

Subd. 2. Full Emergency Closing Days: If an emergency closing has been called for the entire school day, educational assistants shall use Emergency Closing Hours prior to utilizing any other type of leave. Educational assistants that have not banked Emergency Closing Hours may use personal time or take unpaid time for the first 20 hours of emergency closing days. If an educational assistant is on an approved leave when an emergency closing is called, the educational assistant shall use emergency closing hours if available. If unavailable, the educational assistant shall be charged with the approved leave hours. Emergency Closing Hours remaining at the end of the school year shall be paid out at the employee's regular rate of pay.

Subd. 3. Emergency Closing Hours in Excess of 20 Hours: In the event emergency closings in excess of 20 hours are called and the hours are not required to be made up, the educational assistant may use sick leave. If no sick leave is available, they may use personal leave. In all cases of emergency closings that are not made up, if emergency closing hours are not available, the educational assistant may choose to take unpaid time.

Subd. 4. Late Starts: If an emergency late start has been called, educational assistants shall be paid for their assigned day provided they work the remainder of the assigned day. If the educational assistant is on an approved leave when an emergency late start has been called, the educational assistant shall be charged with the approved leave hours.

Subd. 5. Early Releases: If an emergency early release has been called, educational assistants shall be paid for their assigned day provided they are working at the time school has been suspended. If the educational assistant is on an approved leave when an emergency early release has been called, the educational assistant shall be charged with the approved leave hours.

### **Section 2. Notification of Job Openings:**

When a new position or position vacancy occurs within the unit, the position opening shall be posted internally for a period of five days in each building and e-mailed to the Union President and each building representative. Said postings shall include job classification, number of hours and weeks, and the building originally assigned. Qualified employees in this unit shall have the opportunity to apply during the posting period. The District shall attempt to place the most senior qualified person applying into said position. However, the District reserves the right to ensure that the most qualified person is placed in any position. Any qualified employees from existing staff applying for a vacancy or a new position and not selected to interview, at the employee's written request, the employee may meet with the Director of Human Resources for the purpose of receiving feedback as to why he/she was not selected for an interview. The District may also place a substitute into said position on a temporary basis to meet immediate needs. As it relates to this section, the definition of temporary is a substitute working, in accordance with Article II, Section 2, less than 67 days in a calendar year (January to December).

### **Section 3. Extended School Year Assignments:**

Educational assistants currently employed in ISD 861 shall be offered the Unit positions available for Extended School Year employment. These positions will be filled from qualified unit members desiring to work before any outside applicants are hired.

### **Section 4. Extended School Year Leave of Absence:**

Sick leave use for extended school year assignments will be limited to one (1) day. No other paid leave shall be available during an extended school year assignment.

### **Section 5. Dissemination of Policies:**

Each employee shall be given a copy of this Agreement within 30 days of ratification. At the time a new employee is placed on the payroll that employee shall be given a copy of this Agreement.

### **Section 6. Strike or Work Stoppage:**

In the State of Minnesota participation in any strike is limited to those represented by the striking union. It is illegal to withhold services in part or in full from the performance of the duties of employment. Therefore, members of the educational assistant organization shall report for work in case of said strike by other groups and shall continue to perform services until the

School Board determines that said services are no longer necessary. The administrators will attempt to provide work to all employees for the duration of the strike.

**Section 7. Mileage:**

If an employee is required to use their car for school business, mileage will be paid at the IRS established rate. The district will pay a minimum of \$1 for any school travel for each start-up.

**Section 8. Reduction of Staff:**

Bargaining unit employees shall be notified by June 1 of known decreases in educational assistant staffing for the next school year, to include reductions in positions and in hours. It recognized by both parties that conditions may result in reductions becoming known only after June 1.

**Section 9. Reimbursement for Damage:**

The district shall reimburse employees of this bargaining unit for the cost of replacement or repair of personal property damaged or destroyed as a result of student assault or aggressive behavior that occurs while the employee is engaging in the performance of their assigned duties. The maximum reimbursement is \$250 per incident based on receipts and/or a police report. The incident must also be reported to the principal in charge within 48 hours. Reimbursement made under this Article is gratuitous payment and does not indicate that the district has accepted liability for the incident.

**Section 10. Transportation of Students in Private Vehicles:**

Members of this bargaining unit covered by the terms and conditions of this contract shall not be required to transport students in their private vehicle for any school related activities, between any school sites, or between a school site or activity and the student's home.

Any transportation of students must only occur with written administrative and parental permission, compliance with all applicable State of Minnesota statutes, and ISD 861 policies, and clear understanding of personal liability and safety concerns.

**Section 11. Meet and Confer Sessions:**

Individual meet and confer sessions can be requested by either district administration or the exclusive representative. Each party shall choose its representatives for such meetings. The purpose of such meetings shall include discussion of contract administration questions and mutual concerns of the workplace.

**Section 12. Assignment Priorities:**

Human Resources shall make a form available to educational assistants whereby assignment preferences for the following school year can be made. This form must be submitted to the Human Resource Department by May 1 of each year. It is understood that the district maintains the right of assignment.

**Section 13. Assignment Notification:**

Every effort will be made to provide assignment notification to educational assistants during the first week in August. It is understood that assignments are subject to change at any time. If assignment transfers are necessary, consideration will be given to place Educational assistants in positions of a similar nature and/or in a similar educational age level when possible. However, the district reserves the managerial right of assignment.

**Section 14. Exclusive Representative Days:**

Subd. 1. Each year the exclusive representative shall be credited with 3 days, non-cumulative leave, without loss of pay, to be used by members who are officers or agents of the exclusive representative. Requests for such leave days shall be made through the president of the exclusive representative and directed to the Superintendent's office. The exclusive representative agrees to notify the above office no less than 48 hours prior to the date of intended use of such days. The days may be used in either full or half day increments at the discretion of the exclusive representative. In the event that all 3 leave days have been used, the exclusive representative and administration may mutually agree to additional leave.

ARTICLE XIII  
**HOURS OF SERVICE**

**Section 1. Full Time Employees:**

A full time employees work week shall consist of forty hours exclusive of lunch for full-time employees.

**Section 2. Less than Full-Time Employees:**

The school district reserves the right to employ such personnel as it deems desirable or necessary for less than forty hours per week and less than 52 weeks per year or on a part-time basis.

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

All employees will be assigned starting time, length of day, number of days per week, and length of year of employment as determined by the school district.

**Section 4. Lunch Period:**

Employees scheduled to work more than five hours per day shall be provided a duty-free lunch period of at least thirty minutes. Any employee directed to work by their supervisor during their normal duty free lunch period because of staffing concerns, emergencies, medical issues, or other circumstances shall be paid for that thirty minute period. With mutual agreement of the employee and the supervisor, an employee scheduled to work more than five hours per day may be scheduled to work without a lunch period.

**Section 5. Break Period:**

Employees who work a minimum of 6.5 continuous hours, exclusive of a duty free lunch, are entitled to two break periods not to exceed fifteen minutes per break. Employees who work a minimum of 4 continuous hours, but less than 6.5 continuous hours are entitled to one break period not to exceed fifteen minutes. Employees who work less than 4 hours are not entitled to a break period. The specific time of the break period is to be arranged between the employee and the cooperating teacher, and approved by the building principal. Employees may not forego a break period to use the equivalent time to leave their place of employment earlier than the normal time prescribed for the work day to end.



ARTICLE XIV  
**GRIEVANCE PROCEDURE**

**Section 1. Definition of Terms and Interpretations:**

Subd. 1. Grievance: A “grievance” shall mean a dispute or disagreement regarding the terms and conditions of employment and as to the interpretation or application of any term or terms of any contract required by the PELRA between ISD 861 and the authorized representative.

Subd. 2. Aggrieved: Any person or persons within the appropriate unit having a grievance.

Subd. 3. Administrative Supervisor: The immediate supervisor to whom the aggrieved is responsible.

Subd. 4. Grievance Committee: The committee appointed by the exclusive representative.

Subd. 5. Disposed: A settlement of a grievance to the satisfaction of both parties which has been reduced to writing.

Subd. 6. Extension: Time limits specified in this procedure may be extended by mutual agreement.

Subd. 7. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by state law.

Subd. 8. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, default, or discovery of said default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subd. 9. Filing and Postmark: The filing or services of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period.

**Section 2. Representative:**

The aggrieved, 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 their behalf.

**Section 3. Time Limitations and Waiver:**

Grievances shall not be valid for consideration unless the grievance is submitted in writing in the form herein prescribed to the Administration Supervisor, setting forth the facts and the specific provisions of the Agreement allegedly violated and the particular relief sought within twenty (20) days of the knowledge of the event giving rise to the grievance. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance.

#### **Section 4. Informal Discussion:**

In the event that an individual or group of individuals believes that there is a basis for a grievance, he/she or they may first discuss the alleged grievance with his/her or their administrative supervisor either privately or accompanied by a representative of the grievance committee without having reduced the grievance to writing.

#### **Section 5. Adjustment of Grievance:**

The school board and the aggrieved shall attempt to adjust all grievances which may arise during the course of employment of any member of the exclusive representative in the following manner.

Subd. 1. Level I: The aggrieved shall file a grievance, in the form herein provided, with their administrative supervisor within twenty (20) days of knowledge of the event giving rise to the grievance. If the grievance is not disposed of the administrative supervisor shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not disposed of in Level I, the decision rendered may be appealed to the superintendent of schools, provided such appeal is made in writing in the form herein provided, within ten (10) days after receipt of the decision in Level I. If a grievance is so appealed to the superintendent, the superintendent shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the superintendent shall issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is not disposed of in Level II, the decision rendered may be appealed to the school board, provided such appeal is made in writing, in the form herein provided within ten (10) days after receipt of the decision in Level II. If a grievance is so appealed to the clerk of the school board, the school board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the school board shall issue its decision, in writing, to the parties involved. At the option of the school board, a committee of the board may be designated by the board to hear the appeal at this level, and report its findings and recommendations to the school board. The school board shall then render its decision.

#### **Section 6. School Board Review:**

The school board reserves the right to review any decision issued under Level I or Level II of this procedure provided the school board or its representative notify the parties of its intention within ten (10) days after the decision has been rendered. In the event the school board reviews a grievance under this section, the school board reserves the right to reverse or modify such decision. Such notification by the board automatically advances the grievance to Level III.

#### **Section 7. Denial of Grievance:**

Failure by the school board or its representative to issue a decision within the time periods provided herein shall constitute a resolution of the grievance in favor of the aggrieved.

#### **Section 8. Level II Initiation:**

A grievance that affects a group of members of the exclusive representative involving more than one administrative supervisor and all salary determination grievances shall be initiated at Level II.

#### **Section 9. Arbitration Procedures:**

In the event the aggrieved and the school board are unable to resolve any grievances, any grievance may be submitted to arbitration as defined herein.

Subd. 1 Request: A request to submit a grievance to arbitration must be in writing, in the form provided herein, signed by the aggrieved, and such request must be filed in the office of the superintendent within ten (10) days following the decision in Level III 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 Arbitrators: Upon the proper submission of a grievance under the terms of this procedure either party may request to proceed according to the rules and regulations of the Bureau of Mediation Services by requesting a list of arbitrators from the BMS. The parties upon receiving the list of arbitrators shall strike from the list taking turns until one arbitrator remains. That arbitrator will then be notified of the request that the appointment pursuant to the Public Employees Labor Relations Act shall be made within thirty days following the receipt of such request.

Subd. 4. Hearing: Either party may be represented by such person or persons as they may choose at the arbitration hearing, and each party shall have the opportunity to submit evidence, offer testimony and to make oral and written arguments pursuant to the rules of the Public Employees Labor Relations Act. Neither party shall be permitted to assert any ground or to rely on evidence not previously disclosed to the other party at the time of the arbitration procedure unless such evidence was previously unknown to either party.

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

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

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## GRIEVANCE REPORT FORMS

**LEVEL I GRIEVANCE REPORT FORM, DISTRICT 861, WINONA**

Name of Grievant \_\_\_\_\_ School \_\_\_\_\_

Address of Grievant: \_\_\_\_\_ Home Phone \_\_\_\_\_

Building \_\_\_\_\_ Assignment \_\_\_\_\_ Principal \_\_\_\_\_

(This form is to be filed in duplicate to the administrative supervisor)

Grievance # \_\_\_\_\_ (for use by the Grievance Committee only)

Date filed \_\_\_\_\_

Grievance representative

Additional statement may be attached if necessary

Date Knowledge of Grievance Occurred: \_\_\_\_\_

Statement of Grievant: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Relief Sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Signature of Grievant

Disposition by Administrative Supervisor: \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Signature

Position of Grievant: \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Signature

Position of Grievance Committee: \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Signature

**LEVEL II GRIEVANCE REPORT FORM, DISTRICT 861 WINONA**

Name of Grievant \_\_\_\_\_ School \_\_\_\_\_

Address of Grievant: \_\_\_\_\_ Home Phone \_\_\_\_\_

Building \_\_\_\_\_ Assignment \_\_\_\_\_ Principal \_\_\_\_\_

(This form is to be filed in duplicate to the administrative supervisor)

Grievance # \_\_\_\_\_ (for use by the Grievance Committee only)

Date filed \_\_\_\_\_

Grievance representative

Additional statement may be attached if necessary

Date Knowledge of Grievance Occurred: \_\_\_\_\_

Statement of Grievant: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Relief Sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Signature of Grievant

Disposition by Administrative Supervisor: \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Signature

Position of Grievant: \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Signature

Position of Grievance Committee: \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Signature

**LEVEL III GRIEVANCE REPORT FORM, DISTRICT 861, WINONA**

Name of Grievant \_\_\_\_\_ School \_\_\_\_\_

Address of Grievant: \_\_\_\_\_ Home Phone \_\_\_\_\_

Building \_\_\_\_\_ Assignment \_\_\_\_\_ Principal \_\_\_\_\_

(This form is to be filed in duplicate to the administrative supervisor)

Grievance # \_\_\_\_\_ (for use by the Grievance Committee only)

Date filed \_\_\_\_\_

Grievance representative

Additional statement may be attached if necessary

Date Knowledge of Grievance Occurred: \_\_\_\_\_

Statement of Grievant: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Relief Sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Signature of Grievant

Disposition by Administrative Supervisor: \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Signature

Position of Grievant: \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Signature

Position of Grievance Committee: \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Signature

**REQUEST FOR ARBITRATION FORM, DISTRICT 861, WINONA**

Name of Grievant \_\_\_\_\_ School \_\_\_\_\_

Address of Grievant \_\_\_\_\_ Home Phone \_\_\_\_\_

Building \_\_\_\_\_ Assignment \_\_\_\_\_ Principal \_\_\_\_\_

(This form is to be filed in duplicate to the Superintendent of Schools.)

Grievance # \_\_\_\_\_ (for use by the Grievance Committee only)

Date filed \_\_\_\_\_

\_\_\_\_\_ Grievance Representative

Additional statement may be attached if necessary

Date Knowledge of Grievance Occurred: \_\_\_\_\_

Date Decision Rendered by School Board: \_\_\_\_\_

Statement of Grievant: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Relief Sought: Arbitration

Date \_\_\_\_\_

\_\_\_\_\_ Signature of Grievant

ARTICLE XV:  
**CLASSIFICATIONS**

**Job Classification    Position Description**

A-1-1	Bus/Traffic Kindergarten Supervision
A-1-2	Early Childhood Family Education
A-1-3	Classroom/Instructional
B-2-1	WALC Childcare Worker Title/Instructional In-School Suspension
B-2-2	WALC Childcare Lead LD EBD MMMI DCD PH POHI Autistic Early Childhood Special Education



ARTICLE XVI  
**EDUCATIONAL ASSISTANT PAY SCHEDULE**

**Section 1. Salary Schedules:**

In the 2022-2023 school year, steps 3, 4, and 5 of the B22 classification were eliminated and steps in all classifications were renumbered. Educational assistants on step 3, 4, and 5 of the B22 classification were placed on the new step 1; all other educational assistants were not impacted by the renumbering of the steps. For example, an educational assistant who would have been on the previous step 7 of the B22 classification will now be on step 2.

<b>2022-2023 Salary Schedule</b>							
	<b>A11</b>	<b>A12</b>	<b>A13</b>	<b>B21</b>	<b>B22</b>	<b>B23</b>	<b>B32</b>
<b>1</b>	\$11.79	\$12.94	\$13.09	\$14.69	\$17.64	\$18.69	\$21.14
<b>2</b>	\$12.38	\$13.62	\$13.64	\$15.38	\$18.30	\$19.39	\$22.18
<b>3</b>	\$12.98	\$14.27	\$14.22	\$16.06	\$18.94	\$20.07	\$23.23
<b>4</b>	\$13.56	\$14.86	\$14.95	\$16.92	\$19.63	\$20.81	\$23.91
<b>5</b>	\$13.91	\$15.23	\$15.55	\$17.36	\$20.30	\$21.52	\$24.73
<b>6</b>	\$14.31	\$15.70	\$16.14	\$18.02	\$20.84	\$22.09	\$25.28
<b>7</b>	\$15.47	\$16.84	\$17.11	\$18.59	\$21.53	\$22.82	\$26.03
<b>8</b>	\$16.01	\$17.38	\$17.79	\$19.09	\$22.34	\$23.68	\$26.81
<b>9</b>	\$16.50	\$17.89	\$18.34	\$19.66	\$22.99	\$24.37	\$27.62
<b>10</b>				\$20.79	\$24.14	\$25.59	\$28.45
<b>11</b>				\$21.36	\$24.69	\$26.17	\$29.30

<b>2023-2024 Salary Schedule</b>							
	<b>A11</b>	<b>A12</b>	<b>A13</b>	<b>B21</b>	<b>B22</b>	<b>B23</b>	<b>B32</b>
<b>1</b>	\$12.26	\$13.45	\$13.62	\$15.28	\$18.34	\$19.44	\$21.98
<b>2</b>	\$12.87	\$14.16	\$14.18	\$16.00	\$19.03	\$20.17	\$23.07
<b>3</b>	\$13.50	\$14.84	\$14.79	\$16.70	\$19.69	\$20.88	\$24.16
<b>4</b>	\$14.10	\$15.45	\$15.55	\$17.60	\$20.41	\$21.64	\$24.87
<b>5</b>	\$14.46	\$15.84	\$16.17	\$18.05	\$21.11	\$22.38	\$25.72
<b>6</b>	\$14.88	\$16.33	\$16.78	\$18.74	\$21.67	\$22.97	\$26.29
<b>7</b>	\$16.09	\$17.51	\$17.79	\$19.33	\$22.39	\$23.73	\$27.07
<b>8</b>	\$16.65	\$18.07	\$18.50	\$19.85	\$23.24	\$24.63	\$27.89
<b>9</b>	\$17.16	\$18.61	\$19.07	\$20.45	\$23.91	\$25.35	\$28.72
<b>10</b>				\$21.63	\$25.11	\$26.61	\$29.58
<b>11</b>				\$22.22	\$25.67	\$27.22	\$30.47

2024-2025 Salary Schedule							
	A11	A12	A13	B21	B22	B23	B32
1	\$12.72	\$13.96	\$14.13	\$15.85	\$19.03	\$20.17	\$22.80
2	\$13.36	\$14.69	\$14.72	\$16.60	\$19.74	\$20.93	\$23.93
3	\$14.00	\$15.40	\$15.34	\$17.32	\$20.43	\$21.66	\$25.07
4	\$14.63	\$16.03	\$16.13	\$18.26	\$21.18	\$22.45	\$25.80
5	\$15.01	\$16.43	\$16.78	\$18.73	\$21.90	\$23.22	\$26.68
6	\$15.44	\$16.94	\$17.41	\$19.44	\$22.48	\$23.83	\$27.27
7	\$16.69	\$18.17	\$18.46	\$20.05	\$23.23	\$24.62	\$28.09
8	\$17.28	\$18.75	\$19.20	\$20.60	\$24.11	\$25.55	\$28.93
9	\$17.80	\$19.31	\$19.79	\$21.21	\$24.81	\$26.30	\$29.80
10				\$22.44	\$26.05	\$27.61	\$30.69
11				\$23.05	\$26.64	\$28.24	\$31.62

**Section 2. Years of Service Career Increment:**

Beginning with the 15<sup>th</sup> year of service as an educational assistant in District 861, the educational assistant shall be eligible for a Years of Service Career Increment of \$300.00 to be paid in a lump sum with the last payroll in June.

**Section 3. Paraprofessional Credential:**

Educational assistants earning the paraprofessional credential from the Minnesota Board of Teaching set forth in Minnesota Rule 8710.9000 shall be paid an additional .40 cents per hour.

ARTICLE XVII

DURATION

**Section 1. Term and Reopening Negotiations**

This Agreement shall remain in full force and effect for a period commencing **July 1, 2022**, through **June 30, 2025**, and thereafter until modifications are made pursuant to the PELRA. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than sixty (60) days prior to said expiration.

**Section 2. Effect:**

This Agreement constitutes the full and complete Agreement between the school district and the exclusive representative representing the employees. The provisions herein relating to terms and conditions of employment supersedes any and all prior Agreements, resolutions practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

**Section 3. Severability:**


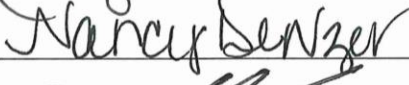

The provisions of this Agreement shall be severable, and if any provisions thereof or the application of any such provisions under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement this 16<sup>th</sup> day of June, 2022, as follows:

Winona Educational Assistants,  
Education Minnesota  
AFT Local 1232-1

Independent School District 861



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APPENDICES

APPENDIX A  
**INCENTIVE PROGRAM**

Eliminate Program effective July 1, 2009. Employee will maintain all incentive credits earned as of that date.

APPENDIX B  
**LETTER OF UNDERSTANDING**

District 861 Administration is willing to explore peer assistance and peer review for educational assistants without committing financial resources at this time.