

**SAINT PAUL PUBLIC SCHOOLS
PROPOSAL #7 – Educational Assistants
December 7, 2023**

ARTICLE 15. SENIORITY

This has been a confusing item to implement as it has many layers and exclusions. Finding a way to simplify this would be good.

15.1 General Provisions. It is understood by the Federation and the District that the provisions of this article apply to employees who work sixty (60) or more hours per biweekly pay period covered by this Agreement who have completed the new employee probationary period. Part-time employees and new employees on original probation are not covered by the seniority provisions of this article.

The Human Resource Department will group similar positions into seniority groups. Seniority will be applicable only within a designated seniority group as described in the provisions of this article.

The following are the ten broad seniority groups for EA's. The District may add seniority groups as needed:

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| 1. Computers/Electronic Communication/Media | 6. ELL |
| 2. Counseling/Assessment | 7. Child Care/Discovery Club/ECFE |
| 3. Instructional/Classroom | 8. Adult Learning |
| 4. Home School Liaison/Comm. Outreach/Attendance | 9. Greeter/Hall Monitor/ISS/Van Driver |
| 5. Special Education | 10. Student Wellness |

In some instances, specific unique positions may be designated as excluded from general seniority applicability in a seniority group, because unique skills or training are required of that position. The Federation and the District will agree on the list of "excluded positions" by March 1 of each year. Employees who do not possess the specific unique requirements will have no seniority claim to the position even if otherwise "qualified" and more senior than the incumbent. Further, exemptions from layoff are allowed if, in the judgment of the Executive Director of Human Resources, a layoff would cause disruption to the educational process or jeopardize the functioning or funding of a particular position, program or school. Any position(s) considered excluded that are identified after March 1 will be mutually agreed on by the Human Resource Department and the Federation.

The Federation will be notified once ~~the Human Resources Department~~ has finalized a list of EA positions being cut and employees who are currently in those positions. Employees in positions that are being cut will also be notified **in writing**, ~~and will be given an Assessment Form (Article 15.4.3) at the time of notification~~. Updated seniority group lists will also be sent to the Federation by May 15.

~~The Human Resources Department~~ shall determine whether an employee is qualified to displace another employee or fill a vacancy. ~~The list of placements will be reviewed with the Federation prior to employee notification for review. The Federation will have five business days to review the placements.~~ **The Federation will be present during the placement process and will address any discrepancies at that time.** Disputes regarding qualifications can be grieved up to Level 3 of the Grievance Procedure in Article 18. For grievance disputes that are not resolved at Level 3, the parties agree to nonbinding neutral mediation to assist in a mutual agreement.

When an employee's position is eliminated and/or an employee is displaced, ~~the Human Resources Department~~ will use the following sequence to place the person in a vacancy or displace the least senior employee. Placement will be made if the employee is qualified and, in a bumping situation, if the employee has greater seniority, except for exempted positions as described above.

- Step 1: Place employee in vacancy in employee's seniority group at employee's level (1 or 2).
- Step 2: Place employee in vacancy in any seniority group at employee's level.

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- Step 3: Employee displaces least senior employee in employee's seniority group at employee's level.

The fourth through sixth steps assume the displaced employee to be placed is Level 2 and is willing to demote to a Level 1 position.

- Step 4: Place employee in vacancy in employee's seniority group at lower level.
- Step 5: Place employee in vacancy in any seniority group at lower level.
- Step 6: Employee displaces least senior employee in employee's seniority group at lower level.

If an employee is ineligible for placement, the employee's name is placed on the reinstatement list.

15.2 DEFINITIONS. For the purposes of this article, terms are defined as follows:

- 15.2.1 Effective January 1, 2004, the seniority date is derived from the first day of regular service as an educational assistant and shall continue thereafter. Promotions, demotions, or changes from part-time to full-time or from level 1 to level 2 service as an educational assistant shall not change an individual's seniority date.
- 15.2.2 "Seniority Group" shall mean the designated grouping of positions established by the District to identify similar positions for which seniority may be applicable within the seniority group. Employees within a seniority group must be qualified in order to assert seniority rights.
- 15.2.3 "Qualified" shall mean that the employee has previous work experience as an educational assistant beyond probation within their seniority group and level in the District and that the employee, as determined by the Human Resource Department, has the acquired knowledge, skills and abilities required to hold a position different from the one for which the employee was hired.
- 15.2.4 "Bumping" shall mean the process by which a more senior qualified employee whose position has been reduced, may displace a less (the least) senior employee and claim the position.
- 15.2.5 "Layoff" shall mean an involuntary termination of employment with loss of compensation and benefits by the Employer whereby the total number of positions in either or both levels in a seniority group is reduced. Layoff may occur anytime within the calendar year.
- 15.2.6 "Demotion" as used in this article shall mean a change of assignment following layoff that involves a change from a level 2 to a level 1 position.

15.3 Seniority Ranking.

- 15.3.1 The District shall compile and maintain the listing of seniority dates of employees in accordance with the provisions of this article.
- 15.3.2 Seniority. The seniority date is derived from the first day of employment in in the District as an educational assistant as described in 15.2.1. The employee maintains this seniority date in that level regardless of seniority group as long as the employee remains

continuously employed as an educational assistant in the District. A District-approved leave of absence is not considered a break in service.

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15.3.3 Regular employees who provided at least a two week notice to the District who are rehired into an educational assistant position within one year after voluntarily terminating employment with the District shall have their seniority reinstated. The employee must notify ~~the Human Resources Department~~ within one year of rehire and request to have seniority reinstated.

15.3.4 When seniority is identical for two (2) or more educational assistants in a seniority group, seniority shall be determined by the employee with the lowest employee number.

15.4 Displacement due to a Reduction

When a position is eliminated or hours are reduced an Educational Assistant may be displaced from a site/department. When a reduction occurs, the principal/department administrator will notify the employee about the reduction. Employees shall be reduced in reverse order of the employee's seniority (except for specific exclusions) within the level and seniority group. This notification shall be in writing with a copy to the employee and Human Resources.

15.4.1 Reduction in Hours

When a position is reduced in hours per week the following steps shall be taken:

- a. **The incumbent is offered the option of retaining the position. Employees working full-time (75) hours per biweekly period whose hours are reduced will have the opportunity to stay in their current position if they so choose. Employees electing to demote in this manner may return to a full-time position on the basis of seniority and qualification at the beginning of the following school year.**
- b. **If the incumbent declines the reduced position the Educational Assistant is considered displaced and will be expected to participate in the matching session and/or placement process to secure a position.**

15.4.2 Displacement List

Educational Assistants who are displaced will be placed on the displacement list and shall participate in the transfer process to secure a position for the next school year. Educational Assistants who have not secured a position through the transfer process will then participate in a matching session and/or placement process to secure a position.

15.4.3 Matching Session/Placement

Displaced Educational Assistants not hired during the transfer process shall participate in a matching session to secure a position that most closely aligns with their skills, experience and interests. Educational Assistants will be provided with access to a list of known vacancies and a copy of the "Assessment Form" prior to the matching session. Educational Assistants will interview with sites during the matching session to secure a position. As Educational Assistants accept a position, they will verify that a match has been made with Human Resources.

Educational Assistants who for some reason are not able to attend the matching session will notify Human Resources and will complete the "Assessment Form" indicating their choices in priority of assignment. This form must be completed and returned to Human Resources within the designated timeframe. This information will be used when placing Educational Assistants into positions. If the positions selected on the Assessment Form

is no longer available, the Educational Assistant will be placed in a position based on their seniority and experience.

Failure to submit a completed assessment form to Human Resources within the designated timeframe will disqualify the employee for recall/placement until the assessment has been

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submitted. The District will not be required to change any previous placements as result of an employee failing to meet these requirements.

15.4.4 Educational Assistants shall have filed with Human Resources a current address, telephone

number, and e-mail address. Inability of Human Resources to reach an employee because they failed to inform that office of an e-mail address, current number, and address shall void the employee's right to reassignment/placement until such information is received by Human Resources. The District will not be required to change any previous placements as result of an employee failing to meet these requirements.

15.4.5 Positions Cut After June 30/Realignment

Employees displaced as a result of the realignment process or whose hours or position have been cut after June 30 shall be required to complete and return the assessment form to Human Resources in order to be considered for placement into a qualified position. The District will not be required to change any previous placements as a result of an employee failing to meet these requirements.

15.5 Layoff Procedures.

15.5.1 Order of Layoff. When the District effects a layoff in a seniority group, employees shall be laid off in reverse order of the employees' seniority (except for specific exclusions) within level and seniority group. The employee having the least level seniority in the listed seniority group will be the first laid off. Layoffs in level 2 positions will be subject to the appropriate demotion procedures, described in 15.6.4.

15.5.2 Notice of Layoff. Layoffs shall be preceded by a notice to the affected employees of two (2) calendar weeks.

~~15.4.3 Educational Assistant Assessment Form. Employees who receive notice that their position is cut or reduced are required to complete the educational assistant Assessment Form. This form must be completed and returned to the Human Resource Department. **Educational Assistants will receive the Assessment Form at the time they receive notice of a position cut or reduction and will have two weeks from receiving the assessment form to return it to Human Resources.** Failure to provide a completed assessment form to the Human Resource Department **within the two (2) week period for the assessment form** will disqualify the employee for recall/placement until the assessment has been submitted. The District will not be required to change any previous placements as a result of an employee failing to meet these requirements.~~

~~15.4.3.1 Employees displaced as a result of the realignment process or whose hours or position have been cut after June 30 shall be required to complete and return the assessment form to the Human Resource Department in order to be considered for placement into a qualified position. The District will not be required to change any previous placements as a result of an employee failing to meet these requirements.~~

15.6 Bumping Procedures.

15.6.1 An employee whose position has been discontinued may displace the least senior employee at the same level within their seniority group, provided the employee is qualified, and provided no vacancy exists in any seniority group at the employee's current level for which the employee is qualified.

15.6.2 A level 2 employee whose position has been discontinued may bump the least senior level 1 employee within their seniority group, provided the employee has greater seniority than

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the level 1 employee, is qualified, and no vacancies for which the employee is qualified exist.

15.6.3 An employee may elect not to bump the least senior employee and to go on layoff and retain recall rights up to twenty-four (24) months as described in Section 15.6.1. If this option is elected, the right to bump into a position is waived and cannot be restored.

15.6.4 Employees who hold positions determined by the District to be excluded, as described in 15.1, may not be bumped by more senior employees who are displaced.

15.5.5 Sign Language Interpreters. Pre-certified sign language interpreters are responsible for obtaining certification by the end of the school year that aligns with the end of their provisional certification period per [Minnesota State Statute 122A.31](#).

15.6.6.1 If a pre-certified sign language interpreter has not obtained certification by the end of the school year, that interpreter will be cut from their position and seniority bumping procedures will apply.

15.6.6.2 If this movement results in an open sign language interpreter position, a sign language interpreter (who satisfies the law) who has been cut or placed on the recall list will be reinstated based on seniority.

15.7 Reinstatement.

15.7.1 Reinstatement Rights. Any employee laid off shall be placed on the District's official list of educational assistants awaiting reinstatement. No reinstatement rights shall exist beyond twenty-four (24) calendar months from the date of the layoff. No new employee shall be employed to fill a vacancy when a qualified employee in the appropriate level is on layoff and is available to fill the vacancy, except as described in 15.5.5. The Federation shall be sent a copy of the reinstatement list every August and upon request.

15.7.2 Waiver of Reinstatement Rights.

15.7.2.1 Upon receiving notice of layoff, the employee shall have the option to waive reinstatement rights to a vacancy that has a work-year duration (as defined in Article 7.7) that is different from the employee's work year at the time of the layoff. (For example, an employee who has been notified of layoff from a position with a ten [10] month work year may waive reinstatement rights to a vacancy that has a twelve [12] month work year. The employee would then only be called for a vacancy with a ten [10] month work year.)

15.7.2.2 The employee must provide written notification to ~~the~~ Human Resources ~~Department~~ of their intent to waive reinstatement rights to a vacancy with an alternative work year within the two (2) week notice of layoff period. Once the employee waives such rights, the District is then released from any and all obligation to consider such employee for vacancies with work years different

from the employee's work year at the time of the layoff. This waiver, once delivered to the Human Resources Department, cannot be revoked or withdrawn by the employee during that period of layoff.

- 15.7.3 Recall to Equivalent Position. An employee who is on the reinstatement list shall be recalled in seniority order to positions within their seniority group at their level for which

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they are qualified. An employee shall be recalled to vacancies at their level in other seniority groups provided no qualified employees from that seniority group are awaiting recall and provided the employee is the most senior qualified on the reinstatement list.

- 15.7.4 Voluntary Demotion. Level 2 employees awaiting recall shall be offered level 1 vacancies for which they are qualified within their seniority group or level 1 vacancies in any seniority group provided they are qualified. A level 2 employee may elect to accept an offer to demote or may elect to remain on the reinstatement list to wait for a level 2 vacancy. An employee who elects to demote from a level 2 to a level 1 position shall retain reinstatement rights to a level 2 position for twenty-four (24) months as described in 15.6.1.

- 15.7.5 Excluded Positions. Employees awaiting reinstatement to vacancies shall have no rights to positions determined by the District to be excluded from these procedures, as described in 15.1.

- 15.7.6 Return from Leave of Absence. No employee returning from a leave of absence shall be assigned to fill a vacancy in a listed seniority group when a more senior and qualified employee in the appropriate level is on layoff from such seniority group and is available for the assignment. The employee wishing to return from leave of absence will be placed on the list of educational assistants awaiting reinstatement in order of seniority. This combined listing shall be used for the purpose of recall and reinstatement.

- 15.7.7 Return from Promotional Position. Employees who promote to a position in another bargaining unit and fail probation may request to be placed on the reinstatement list. Employees must request reinstatement within thirty (30) days of termination from their promotional position and may remain on the reinstatement list for up to twenty-four (24) months.

- 15.7.8 Employee Responsibilities. Employees shall have filed with the Human Resource Department a current address and telephone number. Failure to do so shall result in forfeiture of reinstatement rights, until such current address and telephone number are received in the Human Resource Department. When the proper information is received, if the employee is still within the original twenty-four (24) month reinstatement rights period, then that employee's name will be restored to the appropriate remaining list of educational assistants awaiting reinstatement in appropriate order. No employee already reinstated shall be displaced.

- 15.7.9 Employee Notification of a Vacancy. An employee eligible for reinstatement to a position shall be contacted by the Human Resource Department by telephone and notified that a position is available. The employee being recalled must inform the Human Resource Department within forty-eight (48) hours after this notification of intention to accept the position or forfeit all reinstatement rights. Employees who cannot be contacted by telephone (i.e., phone not answered and no method of leaving a message is available) shall forfeit all rights to the vacancy. It is the employee's responsibility to either be available by phone or to have the appropriate device available whereby messages may

be left. Failure of such notice to reach the employee shall not be the responsibility of the District.

- 15.7.10 Refusal of an Offer. Refusal of an offer of reinstatement at an employee's level for which the employee is qualified shall result in forfeiture of any further reinstatement rights. If an offer of demotion is made and the employee refuses the offer, no further offers of demotion are required to be made. If the employee so requests, and if the District approves, the laid-off employee who has refused an offer of reinstatement may be placed at the lowest seniority position (i.e., bottom of the layoff list), and may then have one (1) further opportunity for reinstatement to an available vacancy within the original twenty-four (24)

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month reinstatement rights period, but only after all others on that seniority group layoff list have had the opportunity of reinstatement.

- 15.7.11 Employees who are reinstated to a new seniority group will not hold seniority rights back to previous seniority groups.

- 15.7.12 Impact on Unemployment Benefits. A waiver of reinstatement rights or refusal to accept an offer of vacancy may impact an employee's unemployment benefits.

15.8 Demotions.

- 15.8.1 Demotion Salary Placement. An employee demoted to level 1 under these provisions shall be placed at the salary step that reflects the least possible loss of income from his/her previous level 2 position, but in no case shall the employee be placed on an educational advancement track for which he/she does not have sufficient preapproved educational

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advancement units. In no case shall placement on step or track result in an increase in biweekly salary.

- 15.8.2 Reinstatement to Level 2. If the employee is offered and accepts a level 2 position following demotion, salary placement shall be made using the District's promotion rule.

- 15.8.3 Level Seniority. In no case shall a level 1 educational assistant have seniority rights to claim Level 2 positions, except in instances of voluntary demotion with reinstatement rights as described in Section 15.6.4.

- 15.8 ~~Reduction in Hours. Employees working full-time (75) hours per biweekly period whose hours are reduced will have the opportunity to stay in their current position if they so choose. Employees electing to demote in this manner may return to a full-time position on the basis of seniority and qualification at the beginning of the following school year.~~

- 15.9 Building Reassignment. When ELL and Special Education department reassignments of educational assistants to a different school or program occur outside of the placement process for business options, the affected EA and the Federation will be notified of any changes for the following school year by August 1 or for mid-year reassignments two weeks prior to the affected change unless exigent circumstances exist.

- 15.10 Eligibility for the Educational Assistant Transfer Process:

Educational Assistants (level 1 and level 2) are eligible to participate in the transfer process by meeting the following criteria:

- Educational assistants who have successfully completed their probationary period
- Educational assistants who would like to move from a Level 1 to a Level 2 position
- Educational assistants who would meet minimum job requirements. EA's may update their qualifications /certifications when they apply for the position.
- Educational Assistants who would like to transfer to a different position, a different school/program/department

Educational Assistants are ineligible for this transfer process if they:

- Are on an improvement plan
- Have documented performance problems or issues of misconduct (within the last 12 months)
- Are in their probationary period

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15.10.1 Application Process for EA Transfer Process:

- **Positions will be posted during the transfer period each year. Human Resources shall determine and communicate the dates of the transfer period to employees annually.**
- **The transfer period will end by July 30th.**
- Positions will be posted internally for 5 business days.
- Educational Assistants who qualify for the transfer will apply to posted positions using the District's online application system
- Qualified Educational Assistants will be provided an interview only in this process
- If an internal Educational Assistant is not selected, the position will be posted externally.