

**EDUCATIONAL ASSISTANTS 7322,
EDUCATION MINNESOTA, AFT, NEA and AFL-CIO**

AND

BRAINERD PUBLIC SCHOOLS

Brainerd, MN

July 1, 2021 – June 30, 2023

Table of Contents

ARTICLE I:	4
PURPOSE	4
ARTICLE II:	4
RECOGNITION OF EXCLUSIVE REPRESENTATIVE	4
Section 1. Recognition:.....	4
Section 2. Appropriate Unit.....	4
Section 3. Non-Discrimination:.....	4
ARTICLE III:	4
DEFINITIONS.....	4
Section 1. Terms and Conditions of Employment	4
Section 2. Description of Appropriate Unit:	4
Section 3. Other Terms.....	4
ARTICLE IV: EMPLOYEE'S RIGHTS	5
Section 1. Right to Join:	5
Section 2. Request for Dues Check Off.....	5
Section 3. Probationary Period	5
Section 4. Probation for new position.....	5
Section 5. Just Cause	5
Section 6. Seniority List	5
ARTICLE V:	6
EMPLOYER'S RIGHTS	6
Section 1. Inherent Managerial Rights	6
Section 2. Management Responsibilities	6
Section 3. Effect of Laws, Rules and Regulations	6
ARTICLE VI:	6
RATES OF PAY	6
Section 1. Rates of Pay	6
ARTICLE VII:	7
GROUP INSURANCE.....	7

Section 1. Selection of Carrier	7
Section 2. Health and Hospitalization Insurance.....	7
Section 3. Dental Insurance.....	8
Section 4. Income Protection	8
Section 5. Term Life Insurance	8
Section 6. Duration of Insurance Contribution	9
Section 7. Claims against the School District.....	10
Section 8. Unpaid Status	10
ARTICLE VIII:	10
LEAVES OF ABSENCE	10
Section 1. Sick Leave.....	10
Section 2. Child Care Leave/Child Birth Leave/Adoption Leave	11
Section 3. Funeral Leave.....	12
Section 5. Union Business Leave	13
Section 6. Educational Leave.....	13
Section 7. Personal Leave.....	13
Section 9. Notification for Sick Leave	14
ARTICLE IX: HOURS OF SERVICE.....	14
Section 1. Basic Workday	14
Section 2. Basic Work Week.....	14
Section 3. Part-Time Employees.....	14
Section 4. Shifts and Starting Time.....	14
Section 5. Lunch/Break Periods.....	14
Section 6. Duty Days.....	14
Section 7. Inclement Weather Schedule	14
Section 8. Absence of a Certified Teacher.....	15
Section 9. Additional Pay Assignments	15
Section 10. Transportation Employees	15
Section 11. In-service Days.....	15
ARTICLE X: JOB OPENINGS.....	16
Section 1. Job Openings	16
Section 2. Summer School Employment	16
Section 3. Job Openings/Transfers	16

ARTICLE XI: HOLIDAYS	16
ARTICLE XII:	16
403(B) ANNUITY MATCHING PROGRAM	16
Section 1. Educational Assistant Employee Match.....	16
Section 2. Approved Plans.....	17
Section 3. Election:.....	17
Section 4. Death of an Educational Assistant Participant:	17
Section 5. Leaving the District:.....	17
Section 6. Applicable Laws	17
ARTICLE XIII: GRIEVANCE PROCEDURE	18
Section 1. Grievance Definition	18
Section 2. Representative.....	18
Section 3. Definitions and Interpretations	18
Section 4. Time Limitation and Waiver	18
Section 5. Adjustment of Grievance.....	18
Section 6. School Board Review	19
Section 7. Denial of Grievance	19
Section 8. Arbitration Procedures	19
ARTICLE XIV :	20
NURSES.....	20
Section 1. Personal Leave.....	20
Section 2. Additional hours:	20
Section 3. Additional Compensation	20
ARTICLE XV :	21
DURATION	21
Section 2. Effect.....	21
Section 3. Finality	21
Section 4. Severability	21
EDUCATIONAL ASSISTANT SALARY SCHEDULE A.....	23
July 1, 2021– June 30, 2022	23
EDUCATIONAL ASSISTANTS SALARY SCHEDULE B	24

ARTICLE I: PURPOSE

THIS AGREEMENT, entered into between Independent School District No. 181, Minnesota, hereinafter referred to as the employer, and Education Minnesota Brainerd Educational Assistant7322, Education Minnesota, AFT, NEA and AFL-CIO, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the P.E.L.R.A. of 1971, to provide the terms and conditions of employment for all employees employed as Educational Assistants during the duration of this agreement.

ARTICLE II: RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition:

In accordance with P.E.L.R.A. of 1971 as amended, the employer recognized Education Minnesota Brainerd Educational Assistants, Education Minnesota, NEA, AFT, and AFL-CIO as the exclusive representative for employees employed as Educational Assistants in Independent School District No. 181, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. of 1971, as amended, and as described in the provisions of this agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all such employees of the District contained in the appropriate unit as defined in Article III, Section 2, of this agreement and the P.E.L.R.A. of as amended, and in certification by the Director of Mediation Services, if any.

Section 3. Non-Discrimination: The Employer and the Union agree that Independent School District 181, Brainerd Public Schools, shall not discriminate based on race, color, national origin, sex or disability.

ARTICLE III: DEFINITIONS

Section 1. Terms and Conditions of Employment: Shall mean the hours of employment, the compensation therefore including fringe benefits, except retirement contributions or benefits, and personnel policies affecting the working conditions of the employees. The terms are subject to the provisions of P.E.L.R.A. regarding the rights of public employers and the scope of negotiations.

Section 2. Description of Appropriate Unit: For the purpose of this agreement, the phrase "all employees employed as Educational Assistants" shall mean all persons in the appropriate unit employed by the employer in such classifications excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed 14 hours per week or 35 percent of the normal work week in the employees bargaining unit, employees who hold positions of temporary or seasonal character for a period not in excess of 67 working days in any calendar year and emergency employees.

Section 3. Other Terms: Terms not defined in this agreement shall have those meanings as defined by the P.E.L.R.A. of 1971, as amended.

ARTICLE IV: EMPLOYEE'S RIGHTS

Section 1. 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. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating, grievance procedures and the terms and conditions of employment of such unit with the employer.

Section 2. Request for Dues Check Off: Employees shall have the right to request and be allowed dues check off for the exclusive representative, provided that dues check off and the proceeds thereof shall not be allowed to any employee organization that has lost its right to dues check off pursuant to P.E.L.R.A. Upon receipt of a properly executed authorization card of the employee involved, the employer will deduct from the employee's paycheck the dues that the employee has agreed to pay the employee organization during the period provided in said authorization.

Dues deductions shall be made each month and transmitted to the designated organizations together with a list of names of the employees for whom the deductions were made. The employer shall give written notice to the exclusive representative within a reasonable time after receipt of such a request from the employee.

Section 3. Probationary Period: The probationary period for an Educational Assistant shall be 60 working days. During the probationary period, the Educational Assistant shall not have access to the grievance procedure for discipline or discharge. However, the Educational Assistant shall have the right to bring a grievance if other provisions of the contract have been violated.

Section 4. Probation for new position: When an employee transfers to a new position the employer shall have forty-five (45) working days to evaluate the employee in the new position to decide if the employee stays in the new position or is transferred back to their old position or a similar or equivalent position.

Section 5. Just Cause: After the probationary period, an Educational Assistant will only be disciplined or discharged for just cause.

Section 6. Seniority List: There shall be a seniority list established no later than January 15, of each school year and posted on the staff bulletin board in each building within the District. Each individual shall have 15 working days for review of the seniority list, after which time the list will be considered final.

1. To be eligible for the seniority list, an employee must have 60 working days tenure as an Educational Assistant in School District No. 181.
2. The parties agree that seniority will be the determining factor in lay-offs and recalls. When all other factors are equal, seniority will be the determining factor in position assignments. Staff members' lowest in seniority will be the first laid off and the last to be recalled or to be considered for position reassignments. The most senior employees will have the right to keep their job or similar job with the same number of hours and the same pay if available. If there is not a less senior person with the same pay and the same hours, the more senior person could bump the least senior person with the next closest lower number of hours or pay.

3. The Board will be responsible for formulating and keeping the seniority list current.
4. Individuals hired on a long term or short-term substitute basis, or any other position where an incumbent has a right to that position will not be eligible for the seniority list.
5. Persons shall forfeit seniority upon termination of employment or re-employment at a later date.
6. Individuals who have been laid off shall be eligible for recall for a period of one year. The individual employee shall be responsible for keeping the employer informed as to current residence address during the period in which the employee is on lay off. Employees placed on the recall list shall have the right to stay on the recall list for one year even if they are offered a position with the same pay and the same number of hours.
7. In the event of a tie in seniority, the tie will be broken based on the following criteria in rank order.
 - a. Preference will be given to the employee with the most years of employment with Brainerd School District in any capacity.
 - b. Preference will be given to the employee the most years of prior experience as an Educational Assistant in other school districts.
 - c. If a tie still exists, the school district shall have the discretion to select the employee(s) who will be laid off based on, performance, training and experience, skills in special assignments and other relevant factors.

ARTICLE V: EMPLOYER'S RIGHTS

Section 1. Inherent Managerial Rights: The exclusive representative recognized that the employer is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection, direction and number of personnel.

Section 2. Management Responsibilities: The exclusive representative recognized the right and obligation of the employer to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District. The District shall have the right to assign or reassign the Employee to other Educational Assistant positions or make changes in responsibilities, work, or transfers, at any time during the contract term.

Section 3. Effect of Laws, Rules and Regulations: Employer and employee rights shall be contained in P.E.L.R.A. of 1971, as amended, and all management rights and functions not expressly delegated are reserved to the board.

ARTICLE VI: RATES OF PAY

Section 1. Rates of Pay:

Subdivision 1. The wages and salaries reflected in Schedule A and Schedule B attached hereto, shall be a part of the agreement for the period commencing July 1, 2021 through June 30, 2023.

Subdivision 2. Educational Assistants employed with two or more years of educational or work experience in the area of assignment may be placed on the second step of the pay schedule and continue to advance on the schedule from that step each year.

Subdivision 3. An Educational Assistant who is hired after previous employment with the District shall have previous experience considered for step placement on the salary schedule.

ARTICLE VII: GROUP INSURANCE

Section 1. Selection of Carrier:

The employer shall make the selection of the insurance carrier and policy.

Section 2. Health and Hospitalization Insurance:

Subdivision 1. Brainerd Public Schools will contribute the following monthly contribution for single or family coverage for employees working 32 hours or greater for each full-time employee covered by this agreement who qualifies for the school district's group health and medical plan. An addendum will be added to this contract as changes occur.

Effective September 1, 2021, the School Board's health insurance contribution for full-time benefit eligible and enrolled Educational Assistants will be as follows:

Plan Option	Single Coverage	Family Coverage
Plan B - \$300 deductible plan	\$833	\$1,798
Plan C - \$1,000 deductible plan	\$812	\$1,776
Plan G - \$3,000 deductible plan	\$812	\$1,776
Plan H - \$4,000 deductible plan	\$812	\$1,776

Beginning with the 2022-23 insurance year, full-time Educational Assistants will have a defined contribution across all available health insurance plans.

Subdivision 2. Single Coverage:

Effective September 1, 2022, the School Board's health insurance contribution for full-time benefit eligible and enrolled Educational Assistants who elect single coverage will be \$812 per month. Part-time benefit eligible and enrolled Educational Assistants will receive a prorated monthly district contribution amount.

Subdivision 3. Family Coverage:

Effective September 1, 2021, the District's health insurance contribution for full-time benefit eligible and enrolled Educational Assistants who elect family coverage will be \$1,776 per month. Part-time benefit eligible and enrolled Educational Assistants will receive a prorated monthly district contribution amount.

Subdivision 4. Proration of District Contribution

Single coverage rates apply at the same amount and formula as the Educational Assistants to those qualifying employees working 20 hours or more per week.

For employees working 20 hours per week or more, but less than 26 hours per week, the district's contribution for family coverage will be 73% of the District's monthly contribution for employees working 32 or more hours per week.

For employees working 26-31 hours per week, the District's contribution for family insurance will be 80% of the District's monthly contribution for employees working 32 or more hours per week.

Subdivision 5. HSA or HRA contribution

Employees enrolled in a qualified High Deductible Health Plan (HDHP) will receive any excess District contribution (District contribution minus plan premium) contributed to the corresponding tax advantaged plan (HSA or HRA). Employees enrolled in a HSA eligible plan, may contribute to the HSA in addition to the District contribution up to the IRS limit. HRA plans only allow an employer contribution.

The balance of the cost of the premium shall be by the employee and paid by payroll deduction.

Subdivision 6. Employee-Married-Employee: Any Educational Assistant working 20 hours or more per week and married to another District 181 employee (currently employed with a minimum 60% contract) would be eligible for one fully paid family plan or two fully paid single plans (if there are no legal dependents).

Section 3. Dental Insurance: The Bargaining Group shall have access to the non-certified dental insurance offered by the employer at his or her own cost. There will be no District contribution toward the monthly dental premium. All premiums due for the non-certified dental insurance are the responsibility of the employee and shall be collected through payroll deduction.

Section 4. Income Protection: The School Board will participate in a long-term disability insurance program by paying 100 percent (100%) of the annual premium. The income of the employee who becomes disabled from sickness or accident will be insured after sixty (60) consecutive calendar days to the extent of seventy percent (70%) of salary with the following condition:

- 90 day elimination period has been met
- Long-term disability benefits have been approved
- Paid leave time has been exhausted

Benefits to disabled employees will be determined and paid as described in the long-term disability policy. Benefits will include \$500 per month, for up to 17 months for health insurance. The employee must be on and retain ISD 181's health plan in order to qualify for the \$500 per month, long-term benefit.

Section 5. Term Life Insurance: The School Board will contribute 100 percent (100%) of the premium for \$50,000 of term life insurance coverage for each full-time Educational Assistant employed

by the School District who qualifies for and is enrolled in the School District's group term life insurance plan.

Section 6. Duration of Insurance Contribution: An employee is eligible for employer contributions as provided in this Article as long as the employee is working regularly for the School District. Upon termination of the employment, all employer participation and contribution shall cease, effective on the last working day, except that of employees placed on recall shall remain eligible for participation in the group Hospital/Medical insurance program, at their own expense, until recall or until obtaining other employment, but in no case to exceed the two (2) year recall provision as stipulated in Article IV, Section 6.

Subdivision 1. For Educational Assistants hired prior to March 1, 2010, upon retirement at age 55 or later, with at least 15 years of service, of at least 35 hours per week of employment, the District shall contribute the current amount toward single insurance as per Section 2. District contribution shall continue for a maximum of 5 years from the date of retirement or at the end of the month the retiree becomes eligible for Medicare, whichever comes first.

Employees retiring between the age of 55 or later with at least 15 years of 20-34 hours per week employment may continue health coverage with the District contributing 60% of the current cost of single coverage at the time of retirement. District contribution shall continue for a maximum of 5 years from the date of retirement or at the end of the month the retiree becomes eligible for Medicare, whichever comes first. The balance of the cost for single or family coverage is the responsibility of the retiree.

Subdivision 2. An employee who retires before the age of 60, will qualify for the District's contribution if they retire under the Rule of "90" (full PERA retirement as defined by state statute) and have at least 15 years of service, be at least 55 years old, and have at least 35 hours per week of employment. The District shall contribute the current amount toward single insurance as per Section 2 at the time of retirement. For those employees who retire under the Rule of "90" and work 20-34 hours per week, they may continue health coverage with the District contributing 60% of the current cost of single coverage at the time of retirement. The District contribution shall continue for a maximum of 10 years from the date of retirement or at the end of the month the retiree becomes eligible for Medicare, whichever comes first. The balance of the cost for single or family coverage is the responsibility of the retiree.

Subdivision 3. Educational Assistants hired after March 1, 2010, will not receive a defined health insurance benefit at the time of retirement under current retirement qualifications. Rather, Educational Assistants hired after March 1, 2010, will receive a defined contribution from the District for a period not to exceed 22 consecutive years, following the schedule below:

Years 0 – 3	\$0/year
Years 4 – 15	\$600/year
Years 16 – 25	\$1,000/year

Beginning in the fourth consecutive year of employment, contributions will be made to eligible, active employees and contributed to the District sponsored Health Reimbursement Arrangement, (HRA) on behalf of the eligible employee in June of each year. The District contributions and any accrued

interest earnings will become vested to the eligible employee upon successful completion of their 15th year of service. The vested employee may begin accessing their vested HRA account balance upon attaining age 55 and retiring from the District. If separation of service occurs prior to completing 15 years of service, any District contributions will remain with the district to be used to offset any current and or future District liabilities. At the time of qualified accessibility to vested HRA funds, reimbursements of eligible expenses will be governed by the plan document and in accordance with current IRS rules and regulations. At the completion of 15 years of service and fully vested, the employee will have the option of having the school district's HRA plan send all of the contributions for that employee and all the interest earned by that employee's account over that 15-year period of time to a compatible public or private health care savings plan.

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

Section 8. Unpaid Status: Employees participating in the District's insurance program who are on unpaid status for five consecutive workdays will, beginning on the sixth day, lose the District's participation in coverages. Deductions will be computed as follows:

$$\text{District Cost of Insurance} = \text{Daily Rate}/182$$

ARTICLE VIII: LEAVES OF ABSENCE

Section 1. Sick Leave: All employees shall earn sick leave at the rate of one day for each month of service in the employ of the School District.

Subdivision 1. Employees working during the summer months shall earn sick leave based on the following:

Summer Hours	Accrual Amount
0-50	0
50-75	3 hours
75-100	6 hours
100-149	8 hours
150-199	12 hours
200-249	16 hours
250-299	20 hours

In the event of a job related injury requiring immediate medical attention, there will be no sick leave deduction for the day of the injury. Up to three (3) days sick leave will be granted to individuals who are injured on the job, but have no sick leave accumulated.

Subdivision 2. Unused sick leave may accumulate to an unlimited number of days.

Subdivision 3. The employer shall allow sick leave with pay whenever an employee's absence is found to have been due to illness, which prevented his/her attendance and performance of duties on that day or days. An employee may use their sick leave benefits for absences due to an illness of the employee's child for such reasonable periods, as the employee's attendance with the child may be necessary. Use of sick leave to care for extended family members who are ill or injured shall be granted in accordance with Minn. Stat. §181.943 (2013), as amended. Family members covered by Minn. Stat. §181.943 (2013) include minor and adult children, a spouse, sibling, parent, grandparent, or stepparent. An employee may not use more than 160 hours (20 days) of sick leave in any twelve-month period to care for adult family members covered by Minn. Stat. §181.943 (2013). Any amendments to the definition of family members covered by Minn. Stat. §181.943 (2013) shall be incorporated into the Master Agreement upon the effective date of the amendment.

Subdivision 4. Wellness Program. Employees are subject to sick leave buy-back based on their unused sick leave balance and their annual usage. The number of days to be repurchased by the District and paid to the employee will be based on:

1. The employee's lowest balance of available hours of sick pay during the preceding year; September 1st of the previous year through August 31st of the present year, and
2. The employee must use no more than three (3) sick leave days during the same time period.

This pay shall be paid out once per year on the first pay period in December. The number of day(s) repurchased by the District will be paid and then reduced from the employee's sick leave balance. The employee's current straight time rate of pay will be used to calculate the additional pay. Employees who have maintained an unused sick leave balance as below and have used no more the three (3) sick leave days in the preceding year, September 1st through August 31st shall have the following number of sick leave days repurchased and paid

Number of hours	Day(s) Paid
300 hours	1 day
600 hours	2 days

Section 2. Child Care Leave/Child Birth Leave/Adoption Leave:

Subdivision 1. Child Care Leave – A childcare leave for a minor child will be granted to any Educational Assistant that requests such a leave at least 30 calendar days prior to the leave commencing. The request will indicate the length of leave requested. Each childcare leave shall be 12 months or less in duration. Childcare leave is without pay unless occasioned by the birth of a child.

Following childcare leave, the Educational Assistant shall be reinstated to his/her original job or to a position of like status and pay.

The Educational Assistant shall retain all seniority, salary, and fringe benefits, which she/he had accrued prior to taking the leave.

If the childcare leave is unpaid, the Educational Assistant will still be eligible to continue to participate in the group insurance plans.

Subdivision 2. Child Birth Leave – A childbirth leave will be granted to an Educational Assistant upon request and a medical certificate from a doctor indicating anticipated date of birth and approximate length of disability due to the pregnancy and childbirth.

Child Birth Leave is paid if the Educational Assistant has an adequate number of sick leave days.

Following childbirth leave the Educational Assistant shall be reinstated to her original job or to a position of like status and pay.

The Educational Assistant shall retain all seniority, salary, and fringe benefits, which she had accrued prior to taking the leave.

If the childbirth leave is unpaid, the Educational Assistant will still be eligible to continue to participate in the group insurance plans.

Subdivision 3. Adoption Leave – The School District, upon proper application, shall grant adoption leave to Educational Assistants. Such adoption leave shall not exceed twelve (12) months in duration. If the adoption occurs during the school year, the Educational Assistant will be allowed to use up to twenty-five (25) accumulated sick leave days for the adoption.

Following adoption leave, the Educational Assistant shall be reinstated to his/her original job or to a position of like status and pay.

The Educational Assistant shall retain all seniority, salary, and fringe benefits, which she/he had accrued prior to taking the leave.

If the adoption leave is unpaid, the Educational Assistant will still be eligible to continue to participate in the group insurance plans.

Section 3. Funeral Leave: Up to five days (5) leave shall be allowed for death in the employee's immediate family. Immediate family is defined as the employee's spouse, children, mother, father, stepparents, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, and grandchildren of the employee or the employee's spouse, or other relatives living in the same household of the employee. The days will not be deducted from sick leave. Up to a three-day leave may be granted for relatives or friends not listed above subject to prior approval by the Superintendent or Designee with the days subtracted from sick leave accumulation. Additional leave may be granted at the discretion of the Superintendent of Schools or Designee.

Section 4. Emergency Leave: The District may grant up to five (5) days of sick leave in the event of serious illness in the immediate family of the employee including, children, spouse, mother, father, mother-in-law, father-in-law, son-in-law, daughter-in-law, and grandchild. However, illness must require

unscheduled medical attention. This leave is subject to approval by the Superintendent or Designee. Additional leave with or without sick leave utilization may be granted at the discretion of the Superintendent of Schools or designee.

Section 5. Union Business Leave: Union members will be granted leave with pay to conduct matters of union business at the regional or state level. The total of all leaves, with pay, will not exceed a total of six (6) days for the unit.

Section 6. Educational Leave:

Subdivision 1. An unpaid leave of absence for one (1) year may be requested by the employee and granted, subject to the approval of administration. The employee's seniority date shall not change and the employee shall return to their previous salary (no step for the leave year).

Subdivision 2. The employee shall have the right to return to a position as determined by administration in a comparable position (classification, months of service, assignment/location are factors to be considered).

Subdivision 3. An employee on unpaid leave may be allowed to return to work at the beginning of the following school year if that arrangement is mutually agreeable to the employee and the administration.

Section 7. Personal Leave: At the beginning of each school year, each Educational Assistant shall be credited with two (2) days of personal leave. Personal leave accrual will be based on number of hours assigned to the position(s), if the employee occasionally works beyond the assigned hours for any reason, they will not receive personal leave accrual on the hours worked beyond their assignment(s). Educational Assistant will be allowed to accumulate personal leave up to three (3) days. An Educational Assistant planning to use personal leave shall notify her/his supervisor as early as possible, but at least one day in advance except in an emergency. No more than 10% of the Educational Assistants per building can utilize personal leave on any day unless approved by the building principal. Buildings with fewer than 10 Educational Assistants may have one (1) Educational Assistant on personal leave per day. Educational Assistants must use personal leave time before taking unpaid time off.

Section 8. Unpaid Leave: Where it does not seriously disrupt operations or create a vacancy for which the District cannot secure an adequate replacement, an Educational Assistant may take a maximum of five (5) days in a school year at a full daily rate deduction. These days shall be non-cumulative.

Subdivision. 1. Five (5) days is the maximum any employee may be away from work at full salary deduction. The only exception to this is for unusual circumstances that would be approved only by the authorization of the Building Supervisor.

Subdivision. 2. Employees who takes more than five (5) days without approval will be subject to disciplinary action.

Subdivision 3. An employee must submit a written request for unpaid leave (deduct) days to the Building Supervisor at least three (3) working days prior to the start of the leave except in cases of emergency. The request must state the dates, purpose and identify if there will be any other deduct time needed for the remainder of the school year.

Section 9. Notification for Sick Leave: Educational Assistants calling in to report day-to-day absences are required to follow the District procedure for reporting absences.

ARTICLE IX: HOURS OF SERVICE

Section 1. Basic Workday: Contracted hours per day shall be determined at the time of hire and will constitute an employee's regular workday, Monday through Friday.

Section 2. Basic Work Week: For those employees working 32 hours a week or more, the regular workweek shall be inclusive of lunch.

Section 3. Part-Time Employees: The employer reserves the right to employ such personnel, as it deems desirable or necessary on a part-time or casual basis.

Section 4. Shifts and Starting Time: All employees will be assigned starting time and shifts as determined by the employer.

Section 5. Lunch/Break Periods: Rest breaks and lunch periods may be scheduled and adjusted to meet building needs. Employees will be provided with rest breaks and lunch period as follows:

- Shifts of three (3) hours or less shall not be eligible for breaks.
- Shifts of more than three (3) hours but less than four (4) hours shall include a fifteen (15) minute break period.
- Shifts of four (4) to seven (7) hours shall include and duty-free lunch period not to exceed thirty (30) minutes and a fifteen (15) minute break period, unless an alternative schedule is mutually established between the employee and the building administrator.
- Shifts of seven (7) hours or more shall include a duty-free lunch period not to exceed 30 minutes and two fifteen (15) minute breaks.

Breaks are not to be scheduled at the beginning or the end of the day. Employees may not leave the building during district paid breaks.

Section 6. Duty Days: The Educational Assistants shall have 174 guaranteed duty days for the 2021-2022 and 2022-2023 school years. Assignments may vary and may not be held at the employee's regular building. Variations from the assigned duty days will only take place if posted one month in advance or in cases of emergency (i.e. school closing due to inclement weather).

Section 7. Inclement Weather Schedule: Educational Assistants have the option to work during their normal hours with a late start or early dismissal to school. Building administrators may assign assistants to supervisory duties during this time. Educational Assistants that report within the late start time period, or remain at work beyond an early dismissal time period will be paid for the time in which they worked, as long as the time worked is not beyond their assignment time. In the circumstance of late starts and early dismissals, Educational Assistants will not be required to use their personal time before using deduct. For example, if an Educational Assistant reported 1 hour late for a 2-hour late start, they would report and be paid for 1 hour of the 2 hour late start and report the missed time either as deduct or personal time. Educational Assistants who do not report within the two-hour late start time will have the either option to report this missed time as deduct or personal time.

The Superintendent or District designee may direct Educational Assistant staff to leave for the day due to inclement weather conditions. To ensure our students return home safely, Educational Assistant staff will be required to remain present until busing is cleared and until the building has received direction from the District Office. In this situation, Educational Assistants will not be required to use paid leave time or request deduct time and will be compensated for their contracted hours for the day.

In the event of an E-learning day, Educational Assistant will not report to work and may use up to two (2) accrued sick leave or personal leave days per year. In the event that no leave is available, the district will provide additional duty days following the last student contact day of the school year. The District maintains the right to assign Educational Assistants work on E-Learning days as required to meet student need (ex. Specialized services, IEP). Notification of positions eligible to work during an e-learning day will be provided to the unit no later than October 1st of each year.

Section 8. Absence of a Certified Teacher: In the absence of a certified teacher, the Educational Assistant assigned to the absent teacher's class shall receive an extra \$4.00 per hour over their normal pay. If there is more than one Educational Assistant assigned to the regular class, only one of the Educational Assistants that is left in charge of the class shall receive the additional compensation. Educational Assistants in the classroom will be assigned on a rotation basis. In order to qualify for the additional pay, the teacher will have to be absent for at least one (1) hour or one (1) regular class period and when the Educational Assistant is assigned to lead instruction in the classroom. Other situations may be pre-approved by District Administration. The absent teacher's name and the building principal/director's signature must be provided on the Educational Assistant's timesheet.

Section 9. Additional Pay Assignments: Educational Assistants employed in the following positions will receive \$4 an hour additional pay above their salary schedule placement as shown:

Position

Academic Resource Room at BHS

Media Tech at BHS and FMS

In-School Suspension Rooms at BHS and FMS

If not already in one of the above-described positions and receiving the additional \$4.00 per hour pay, Educational Assistants will receive an additional \$4.00 an hour additional pay above their salary for the time in which they are covering lunch detention.

Section 10. Transportation Employees: Transportation employees in the unit will receive lunch and other breaks required in the contract and law and all other benefits under the contract. The District will provide in-services to keep drivers current with statutory requirements to be a driver. Waiting time of 30 minutes or less will be considered "on the clock" and paid. Waiting time of more than 30 minutes will be "off the clock" and unpaid. If an Educational Assistant's building hours are affected by transportation hours, the standard building hours will remain intact if transportation duty is removed.

Section 11. In-service Days: Educational Assistants shall be provided three (3) paid in-service days per year. Two (2) days will be scheduled as duty days on annual memo by the Superintendent or his/her designee and the third day will be scheduled at the discretion of the building principal/director. Building principals will notify Educational Assistants of any scheduled training sessions at least 20 workdays prior to the scheduled training. Early out days in the school calendar are considered a duty

day. Educational Assistants are required to use this time during early out days to participate in professional development opportunities and trainings as directed by building or district administration. Educational Assistant.

ARTICLE X: JOB OPENINGS

Section 1. Job Openings: Any vacancy or newly created position shall be posted in each department where employees work. Such notice shall be posted for at least five working days, and all interested applicants shall submit their written application within the five-day period. Whenever possible, the vacancy shall be filled from among the present employees, giving first consideration to qualification for the job and seniority. Transfer process will follow Article X., Section 3.

Section 2. Summer School Employment: Educational Assistants currently employed by the District may make application for any position that becomes available for the summer interim.

An Educational Assistant whose particular job assignment is extended to the summer interim shall have first opportunity to continue that particular position. If more than one Educational Assistant applies for the same position, the Educational Assistant with the most seniority shall be the individual first offered the position. The employer shall post summer school job openings ten (10) working days prior to the opening day of summer school whenever possible.

Section 3. Job Openings/Transfers: Requests by an Educational Assistant for a transfer to a different position shall be made through the internal application process. The Administration may make such transfers, as it deems advisable for the best interest of the District. If more than one application is received for a posted opening, the individual deemed most qualified shall be offered the position. In the event where abilities are equal between current employees, the offer will be made to the most senior individual. The criteria for determining the most qualified is: the person who has worked the greatest number of years in that position or a similar position, the person with the most education or training in the new position and the person who has demonstrated qualities such as punctuality, productivity, collegial rapport and flexibility.

ARTICLE XI: HOLIDAYS

The days designated as official holidays for Educational Assistants are Labor Day, Thanksgiving, and the day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Day, Good Friday and Memorial Day. However, in order to qualify for compensation for such holidays, the Educational Assistants must have worked for the employer on their last working day before or their first working day after said holiday or have been on a paid leave day their last working day before or their first working day after said holiday.

ARTICLE XII: 403(B) ANNUITY MATCHING PROGRAM

All Educational Assistants will be eligible to participate in the 403(B) Annuity Matching program.

Section 1. Educational Assistant Employee Match: Eligible and participating Educational Assistants must elect to participate in the 403(b) Annuity Matching program pursuant to the Annuity Plan requirements at the beginning of the plan year.

The District’s contribution will be as the chart indicates below. The District will make the forgoing matching contribution to only those Educational Assistants choosing to participate in an approved Educational Assistant employee’s 403(b) annuity account offered by the District. The District’s matching contribution will be dollar-for-dollar as required under Minnesota Statutes Section 356.24. Educational Assistants may contribute any dollar amount in excess of the maximum yearly district match, but the annual limit on the amount individual employees may contribute to his/her 403(b) annuity account shall be governed by the applicable sections of the Internal Revenue Code and Regulations.

The Educational Assistant employee that has an elected contribution for the plan year (September 1 to the following August 31) shall be divided and withheld equally over the pay periods for the plan year. The Educational Assistant must be signed up by September 1 in order to receive the match for the year.

403(b) District Match Schedule of Yearly Contribution

Number of Years Employed	Employer Match
0-3 years	\$0.00
4-8 years	\$390.00
Over 9 years	\$700.00

Section 2. Approved Plans: The District will make matching contributions only to annuity plans offered by vendors mutually agreed to by the School District and Education Minnesota Brainerd.

Section 3. Election: Eligible and participating Educational Assistants must make an application for participation in the 403(b) annuity matching program each year by September 1 for that school year. The plan year shall be from September 1 to the following August 31. Once an eligible employee elects to participate in the 403(b) annuity-matching program, said election is irrevocable for that plan year and will continue each subsequent year unless modified by the employee who must notify the District and annuity carrier.

Section 4. Death of an Educational Assistant Participant: If an Educational Assistant employee participant dies before retirement, the Education Assistant’s 403(b) annuity account shall be given to his/her designated beneficiary, if any, otherwise to his/her estate.

Section 5. Leaving the District: Educational Assistants who, for whatever reason, leave the service of the School District prior to retirement shall retain ownership of District contributions and personal contributions made on their behalf to the date of separation. The District shall retain no current or future liabilities for said investment programs because of the severing of service.

Section 6. Applicable Laws: The 403(b) annuity-matching program of Independent School District No. 181 and/or the District is subject to the Laws of the State of Minnesota, Minnesota Statutes Section 365.24 and the Internal Revenue Code. 26 U.S.C. @ 403(b). It is understood that the District’s only obligation is to contribute as specified in this Article and that no other claim shall be made against the District pursuant to the Article.

ARTICLE XIII: GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the employer as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this agreement.

Section 2. Representative: The employee, administrator, or employer may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.

Section 3. Definitions and Interpretations:

Subdivision 1. Extension: Time limits specified in this agreement may be extended by mutual agreement.

Subdivision 2. 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.

Subdivision 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, 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.

Subdivision 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it bears a dated postmark of the United States mail within the time period.

Section 4. Time Limitation and Waiver: Grievance shall not be valid for consideration unless the grievance is submitted in writing by the grievant to the office of the Superintendent of Schools and the exclusive representative, setting forth the facts and the specific provisions of the agreement allegedly violated and the particular relief sought within 15 days after the date the event giving rise to the grievance occurred. 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 period's hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the employer's designee.

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

Subdivision 1. Level I: If the grievance is not resolved through informal discussions, the employer's designee shall give a written decision on the grievance to the parties involved within 10 days after receipt of the written grievance.

Subdivision 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within five days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time to meet regarding the grievance

within 15 days after receipt of the appeal. Within 10 days after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties involved.

Subdivision 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within 20 days after receipt of the appeal. Within 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 or representative(s) of the School Board may be designated by it 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 to review within 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.

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 denial of the grievance and the employee may appeal it to the next level.

Section 8. Arbitration Procedures: In the event that the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subdivision 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Superintendent within 10 days following the decision in Level III of the grievance procedure.

Subdivision 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 provision.

Subdivision 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within 10 days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Bureau of Mediation Services to appoint an arbitrator, pursuant to M.S. 179.70, Subdivision 4, providing such request is made within 20 days after request for arbitration. The request shall ask that the appointment be made within 30 days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

Subdivision 4. Submission of Grievance Information:

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

- (1) The issues involved.

- (2) Statements of the facts.
- (3) Position of the Grievant.
- (4) The written documents relating to Section 5, Article XIII of the grievance procedure.

(b) The employer may make a similar submission of information relating to the grievance either before or at the time of the hearing.

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

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

Subdivision 7. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the parties representatives, witnesses and any other expenses, which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses, which the parties mutually agree are necessary for the conduct of the arbitration.

Subdivision 8. Jurisdiction: The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this written agreement or to any agreement made supplementary hereto, and shall only rule on those cases that apply to the definition of grievance described in this article.

ARTICLE XIV : NURSES

EMB Educational Assistants and the District recognize that nurses are unique in the bargaining unit. The following rules/procedures apply to nurses covered under the Educational Assistant contract:

Section 1. Personal Leave: No more than two (2) building nurses across the District can utilize personal leave on any day unless approved by the Administrator of Student Health Services.

Section 2. Additional hours: Additional hours for office preparation before the school year starts and after the school year ends may be granted at the discretion of the Administrator of Student Health Services.

Section 3. Additional Compensation: An Educational Assistant with an LPN and/or RN license will be compensated at \$7.56 per hour above their salary schedule placement. This extra compensation is only for scheduled hours spent performing nursing responsibilities. If the Nurse also performs scheduled Educational Assistant responsibilities for part of his/her day, he/she will be compensated at the salary schedule rate without the increased rate of pay. The district has discretion to place LPN/RN

Educational Assistants at the appropriate step according to their years of relevant education and/or experience.

ARTICLE XV : DURATION

Section 1. Term and Reopening Negotiations: This agreement, including all attached schedules, shall remain in full force and effect for a period commencing on date of execution through June 30, 2023, and thereafter until modifications are made pursuant to the P.E.L.R.A. of 1971, as amended. 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 90 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this agreement.

Section 2. Effect: This agreement constitutes the full and complete agreement between the employer and the exclusive representative representing the employees. The provisions herein are relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District policies, rules or regulations concerning terms, and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to the terms and conditions of employment, whether or not referred to in this agreement, shall not be open for negotiations during the term of this agreement.

Section 4. Severability: The provisions of this agreement shall be severable, and if any provisions thereof or the applications of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this agreement or the application of any provisions thereof.

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

EDUCATION MINNESOTA BRAINERD EDUCATIONAL ASSISTANTS 7322, EDUCATION MINNESOTA, AFT, NEA and AFL-CIO

By _____
Bargaining Team Member

By _____
Bargaining Team Member

DATED: THIS _____ DAY OF _____, 2022

INDEPENDENT SCHOOL DISTRICT 181 – BRAINERD PUBLIC SCHOOLS

By _____
Superintendent

By _____
School Board Chair

By _____
School Board Clerk

DATED: THIS _____ DAY OF _____, 2022

EDUCATIONAL ASSISTANT
SALARY SCHEDULE A

July 1, 2021– June 30, 2022

Step	Wage per Hour
1	\$14.50
2	\$15.84
3	\$17.17

All Educational Assistants shall advance one-step on the salary schedule each year as of July 1, of each year.

Media Tech, Resource Room, and High School Study Hall positions will receive an additional \$4.00 per hour above the wage schedule above. (Article IX. Section 8.)

All nurse positions will receive an additional \$7.56 per hour above the wage schedule above. (Article XIV. Section 3)

Longevity Pay:

- 5-9 years: \$.20
- 10-14 years: \$.40
- 15-19 years: \$.60
- 20-24 years: \$.80
- 25+ years: \$1.00

EDUCATIONAL ASSISTANTS
SALARY SCHEDULE B

July 1, 2022– June 30, 2023

Step	Wage per Hour
1	\$14.67
2	\$16.02
3	\$17.37

All Educational Assistants shall advance one-step on the salary schedule each year as of July 1, of each year.

Media Tech, Resource Room, and High School Study Hall positions will receive an additional \$4.00 per hour above the wage schedule above. (Article IX. Section 8.)

All nurse positions will receive an additional \$7.56 per hour above the wage schedule above. (Article XIV. Section 3)

Longevity Pay:

5-9 years: \$.20

10-14 years: \$.40

15-19 years: \$.60

20-24 years: \$.80

25+ years: \$1.00