

ARTICLE I PURPOSE

Section 1. Parties: This agreement is entered into between DISTRICT No. 930, Carver – Scott Educational Cooperative, Minnesota, hereinafter referred to as the CSEC, or the District, and the MINNESOTA SCHOOL EMPLOYEES ASSOCIATION, hereinafter referred to as exclusive representative or the MSEA, pursuant to and in compliance with the Public Employment Labor Relations Act as amended, hereinafter referred to as the P.E.L.R.A.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A., the CSEC recognizes the MSEA as the exclusive representative for paraprofessional and support staff employed by CSEC, who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding supervisory and confidential employees who are employed by the CSEC, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as prescribed in the provisions of this agreement.

Section 2. Appropriate Unit: The MSEA shall represent all such employees of the CSEC contained in the appropriate unit as defined in Article III, Section 2, of this Agreement and the P.E.L.R.A. and certified by the Commissioner of Mediation Services.

ARTICLE III DEFINITIONS

Section 1. Terms and Conditions of Employment: The term " terms and conditions of employment " means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than employer payment of, or contribution to, premiums for group insurance coverage for retired employees, and the employer's personnel policies affecting the working conditions of the employees. "Terms and conditions of employment" is subject to the provisions of P.E.L.R.A.

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the term appropriate unit shall mean paraprofessionals and support staff employed by CSEC, who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding: supervisory and confidential employees, who are employed by the CSEC. For the purposes of identifying unit membership, the normal workweek shall be defined as 37.5 hours for paraprofessionals and 40 hours for all other classifications.

Section 3. CSEC: For purposes of administering this Agreement, the term "CSEC" shall mean the Governing Board or its designated representative.

Section 4. Work Year: Each work year shall start on July 1 and end on June 30 for the purposes of days worked calculation.

Subd. 1 Less Than 11-Month Employees: For all employees who work less than 11 months, the work year, excluding paid holidays as defined in Article X and staff development training time shall be at least equal to the number of student contact days at the site or program to which the employee is assigned, unless a lesser or greater number is set at the time of the establishment of a position/program. Holidays as defined in Article X and staff development time shall be in addition to the number of workdays in an employee's work year.

Subd. 2. Eleven (11) Month Employees: The work year for eleven-month employees shall be forty-eight (48) weeks per year, 240 days per year. The workweek shall consist of five (5) consecutive days per week and a minimum of seven (7) hours per day exclusive of duty free lunch period. Holidays as defined in Article 6, vacation and staff development training time shall be in lieu of a workday or partial workday.

Subd. 3. 12-Month Employees: Employees who work twelve-months shall have a work year of 260 days per year. Holidays as defined in Article X, vacation and staff development training time shall be in lieu of a workday or partial workday.

Section 5. Work Year Extension: Should the CSEC require that an employee work a longer work year than originally required at the start of the year, that employee shall have their benefits recalculated to reflect the employee's actual work year.

Section 6. Interim/Substitute Employees:

Subd. 1. Definition of Interim/Substitute Employee: For the purposes of this Agreement, an interim or substitute employee shall be defined as a person who is employed by the CSEC on an at-will basis in a unit position.

Subd. 2. Status: Interim/Substitute employees shall not be covered by this Agreement.

Subd. 3. Retroactive Benefits: When the School Board appoints a person to fill a vacant position, if that person had been continuously employed in that position as an interim employee, all benefits, including seniority shall retroactive to the first day of employment in the position with the exception of any insurance.

Section 7. Standard Work Day: An employee's standard work day shall be the number of hours specified in his/her Notice of Tentative Assignment, or in the most recent notice of change in assignment as approved by the Governing Board.

Section 8. Full-Time Employees: For the purpose of this Agreement, a full-time employee shall be defined as an employee whose workweek assignment is thirty (30) hours per week or more in the contract year. This does not include temporary, casual or substitute employees who

have not achieved public employment status under PELRA or met the unit inclusion threshold in his/her position.

Section 9. Part-Time Employees: For the purpose of this Agreement, a part-time employee shall be defined as an employee whose workweek assignment is less than thirty (30) hours per week in the contract year. This does not include temporary, casual or substitute employees who have not achieved public employment status under PELRA or met the unit inclusion threshold in his/her position.

Section 10. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV GOVERNING BOARD RIGHTS

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

Section 2. Management Responsibilities: The exclusive representative recognizes the right and obligation of the Governing Board to efficiently manage and conduct the operation of the CSEC within its legal limitations and with its primary obligation to provide educational opportunity for the students of the CSEC.

Section 3. Effect of Laws, Rules and Regulations: The MSEA recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the Governing 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 CSEC. The MSEA also recognizes the rights, 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 Governing Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. The MSEA also recognizes that the Governing Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of State and Federal governmental agencies. Any provision 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 rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in the Agreement are reserved to the CSEC.

ARTICLE V EMPLOYEE RIGHTS

Section 1. Rights to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or 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 MSEA.

Section 2. Right to Join: Pursuant to P.E.L.R.A., 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 for employees of such unit with the CSEC.

Section 3. Request for Dues Check Off: The MSEA shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any exclusive representative that has lost its rights to dues check off. Upon receipt of a properly executed authorization card of the employee involved, the CSEC will deduct from the employee's pay check the dues the employee has agreed to pay to the employee organization in equal installments, beginning with the first pay period in October or the first pay period after receipt of an authorization card for new employees, and continuing through June.

Section 4. Fair Share Fee: In accordance with the P.E.L.R.A., any employee included in the appropriate unit who is not a member of the MSEA may be required by the MSEA to contribute a fair share fee for services rendered as MSEA. The fair share fee for any employee shall be in an amount equal to the regular membership dues of the MSEA, less the cost of benefits financed through the dues and available only to members of the exclusive representative, but in no event shall the fee exceed 85% of the regular membership dues. The MSEA shall provide written notice of the fair share fee assessment to the Commissioner, the CSEC, and to each employee to be assessed the fair share fee.

A challenge by an employee or by a person aggrieved by the assessment shall be filed in writing with the Commissioner, the CSEC, and the MSEA within thirty (30) days after receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefore, but the burden of proof relating to the amount of the fair share fee shall be on the MSEA. The CSEC shall deduct the fee from the earnings of the employee and transmit the fee to the MSEA thirty (30) days after the written notice was provided, or in the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the CSEC pending a decision by the Commissioner or Court. Any fair share challenge shall not be subject to the grievance procedure.

The MSEA hereby warrants and covenants that it will defend, indemnify and save the CSEC harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now

or in the future, arising out of or by reason of the deduction of the fair share fee specified by the MSEA as provided herein.

Section 5. Personnel Files: All personnel files shall be available during regular school business hours to each individual employee upon twenty-four (24) hour written notice. Personnel files are defined as the file maintained in the CSEC office, the payroll history file, the health and life insurance files and other data that is deemed to be public data or private data on individuals as defined in the Minnesota Data Practices Act. The employee shall have the right to reproduce any of the contents of the files at the employee's expense and to submit for inclusion in the file written information in response to any material contained therein. The CSEC may destroy such files as provided by law. CSEC must expunge from an employee's file any material found to be false or inaccurate or challenged as allowed by the Minnesota Data Practices Act.

Section 6. Access to School Facilities: MSEA shall have the right to the use of school buildings and facilities in accordance with CSEC's policies; rules and regulations, provided such use shall not interfere with normal school activities and functions. MSEA shall also have the right to use CSEC's mailboxes, email, web site, bulletin boards and other similar CSEC media to provide notice to MSEA members about local Union business concerning the entire MSEA membership. CSEC mailboxes, email, web site, bulletin boards and other similar CSEC media should not be utilized by MSEA for any political purpose other than MSEA business and MSEA leadership. CSEC reserves the right to assess charges for additional custodial and operational expense beyond normal maintenance costs resulting from such use.

ARTICLE VI RATES OF PAY

Section 1. Contract Continuation: In the event a successor Agreement is not entered into prior to the expiration of this Agreement, an employee shall be compensated according to his/her current rate until a successor agreement is entered into. The remainder of this Agreement shall remain in full force and effect until a successor agreement is entered into. Any changes to rates of pay or benefits shall be retroactive as negotiated upon for all employees who are or have worked during the contract period.

Section 2. Pay Checks: Payroll will be distributed twice monthly according to the established pay schedule.

Section 3. Classification: Employees represented by the Exclusive Representative herein shall be employed in classifications and positions as set forth in this Agreement

Section 4. Rates of Pay: If an employee's effective date of employment is prior to March 1 of the school year, the following hourly rates shall be paid from the effective date of his/her employment through the end of that school year. If the employee's effective date of employment is after March 1 of the school year, the following hourly rates shall be paid from the effective date of their employment through the end of the next school year. For rates of pay see Appendix A.

Section 5. Pay Rate for Temporary Job: When an employee substitutes for another employee who earns a higher rate of pay in a higher paid classification the employee shall then receive a higher rate of pay in accordance with the formula in Section 3, Subd. 2 of this Article relative to the job for the duration of such duties beginning on the first day of the assignment. An employee required to fill a lower rate job temporarily shall receive his/her regular rate while working that job, including any differentials and stipends.

Section 6. Late Start/Early Dismissal: If school starts late, or is closed after employees report for work due to weather, other emergency or order, the employees shall be paid for all hours scheduled.

Section 7. School Closing: When school is closed due to weather, order or other emergency and the employee is not required to report for duty, the employee shall be paid for all hours scheduled. Each program should follow the lead of the school district they are located within. In the event a workday is lost due to an emergency school closing, the following procedure will be implemented:

- A. Employees are not required to report on emergency closing days;
- B. Employees shall not be required to make up the first two emergency closings;
- C. CSEC has the right to require employees to make up emergency closing days beginning on the third

Section 8. Overtime: Overtime at time and one - half rate shall be paid for all hours worked in excess of forty (40) hours per week. All overtime requires prior approval from the designated supervisor whenever possible. For these purposes, contract holidays are considered hours worked, but vacation, sick leave, and personal leave are not.

Section 9. Longevity: Employees shall receive longevity pay in addition to the employee's hourly rate of pay for all hours compensated for based on CSEC seniority in his/her classification job group as follows:

Subd. 1. Classification Job Groups 1-3: Employees in this job grouping shall have the stipend amount listed in each year grouping added to his/her hourly rate. Each year grouping will be compounded and added to the previous year grouping as the employee moves through this schedule. (An employee moving from the year grouping of years 8-11 and starting his/her 12th year shall earn \$.30 for the 8-11 year grouping plus an additional \$.40 for the 12-15 year grouping to be added to the employee's hourly rate of pay.)

	<u>2009-2010</u>	<u>2010-2011</u>
Beginning year 8 through year 11	\$.30 per hour	\$.30 per hour
Beginning year 12 through year 15	\$.40 per hour	\$.40 per hour
Beginning year 16 through year 19	\$.45 per hour	\$.45 per hour
Beginning year 20 and continuing	\$.50 per hour	\$.50 per hour

Subd. 2. Classification Job Groups 4-5 (Specialists): Employees in this job grouping shall have the stipend amount listed in each year grouping added to his/her hourly rate of pay. There is no compounding of stipends between year groupings.

	<u>2009-2010</u>	<u>2010-2011</u>
Beginning year 11 through year 15	\$1.00 per hour	\$1.00 per hour
Beginning year 16 and continuing	\$2.00 per hour	\$2.00 per hour

ARTICLE VII HOURS OF SERVICE

Section 1. Basic Work Week and Year:

Subd. 1. The regular workweek, exclusive of lunch, shall be prescribed by the CSEC each year for unit employees.

Subd. 2. The regular work year shall be prescribed by the CSEC each year for unit employees as defined in Article III, Section 4.

Section 2. Temporary/Casual Employees: The CSEC reserves the right to employ such personnel whose positions are basically temporary or casual in character and are not for more than 67 working days in any calendar year.

Section 3. Lunch Period: A duty free lunch period of at least thirty (30) minutes without pay shall be offered to all employees who work six (6) hours or more per day. Employees required to work during his/her lunch period shall be paid for the entire lunch period.

Section 4. Notification of Assignment: The CSEC shall notify all school term employees by August 15th of each year or as soon as possible, of his/her assignment for the next school year. The Notice of Assignment shall include the employee's name, assignment (position title, standard work day, site and/or building location), rate of pay and effective date. All other employees shall receive their notice of tentative assignment when hired. The CSEC may modify an employee's schedule and assignment by notifying the employee, in writing, ten (10) business days prior to the effective date of the modification whenever possible.

ARTICLE VIII GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the CSEC as provided by law.

Section 2. Health and Hospitalization:

Subd. 1. Eligibility and Qualification: Eligibility and qualification shall be in accordance with the health insurance plan document. For insurance purposes only, employees shall be considered full-time if they are employed by the CSEC for nine (9) months or more during the year and work at least thirty (30) hours or more per week. Insurance benefits will not be available to part-time Support Personnel (less than nine (9) months and thirty (30) hours per week).

Subd 2. CSEC Contribution: Effective September 1, 2010, the CSEC shall contribute an annual sum of \$7000 toward the premium for each full-time employee employed by the CSEC who qualifies for and is enrolled in the CSEC's group health-hospitalization and/or dental plans. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. Each employee may choose from the plans offered by the CSEC. In the event that the employee selects a group health-hospitalization and dental plan for which the annual premium is less than the CSEC's contribution, CSEC will deposit the difference between the Employer contribution and the amount of the annual premium into the employee's health savings account or flex accounts up to IRS limits.

When an employee and his/her spouse are both employed by CSEC and they are both eligible to receive the \$7000.00 contribution toward group health-hospitalization and dental plan, they each are entitled to the full \$7000.00 contribution. In the event that the employee select a group health-hospitalization and dental plan for which the annual premiums are less than the CSEC's contribution, CSEC will deposit the difference between the Employer contribution and the amount of the annual premium into the employees' health savings account or flex accounts up to IRS limits.

Subd. 3. Single Coverage Required: All eligible employees will be required to take single, single + 1, or family medical coverage under one of the CSEC's group health and hospitalization plans effective September 1, 2010.

Subd. 4. Retirement: Employees retiring from the CSEC may continue participation in the CSEC medical hospitalization and dental plans, if permitted by the terms of the policy with the insurance carrier and/or in accordance with state or federal statute. It is the responsibility of such employee to make arrangements with the CSEC's business office to pay the CSEC the monthly premium amounts in advance and on such date as determined by the CSEC. The employee's right to continue participation in these group insurances, however, will be discontinued upon the employee attaining eligibility for medicare unless addressed differently by statute.

Section 3. Long-Term Disability Insurance: The CSEC shall provide a long-term disability insurance program and shall pay the premium for each fulltime eligible employee. Benefits provided by the long-term disability plan are governed by the terms of the policy, including two-

thirds (2/3) of the employee's regular hourly base salary, excluding any extra compensation, after a total waiting period of sixty (60) calendar days.

Section 4. Life Insurance: The CSEC shall provide and pay the premium cost for Twenty Thousand Dollars (\$20,000) of a term life group insurance policy for each fulltime employee for the terms of this agreement. At his or her own expense through payroll deduction, an eligible employee may purchase additional coverage for self and family as allowed by the insurance carrier.

Section 5. Open Enrollment: The CSEC shall provide a period of open enrollment for all insurance options for the employees to be held during each contract year where employees can enroll or change coverage for the upcoming school year.

Section 6. Duration of Insurance Contribution: An employee is eligible for the CSEC insurance contributions as provided in this Article as long as the employee is employed by the CSEC. Upon termination of employment, all CSEC contributions shall cease unless otherwise required by law.

Section 7. Claims Against the CSEC: The CSEC'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 CSEC as a result of a denial of insurance benefits by an insurance carrier. However, the aggregate value provided under Article VII Group Insurance shall not be reduced unless CSEC and MSEA agree to a reduction in aggregate value, subject to all applicable laws.

Section 8. Insurance Committee: CSEC shall establish an advisory Insurance Committee that, in part, will be composed of up to two (2) MSEA representatives designated by MSEA. The Insurance Committee shall work with the administrator responsible for employee's insurance coverage to develop recommendations to the Governing Board for the specifications of the hospital and medical and dental insurance plans.

ARTICLE IX LEAVE OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Rate Earned: All employees shall earn sick leave at the rate of one day for each month of service in the employ of the CSEC based on the employees' standard workday. Sick leave shall be credited monthly as it is earned and recorded in hours. Employees working less than 11 months cannot earn, accrue or use sick leave outside of the standard school year as set by the Governing Board.

Subd. 2. Unused sick leave hours may accumulate to a maximum credit of 120 times the employee's standard workday. Sick leave shall accrue monthly, but shall be reconciled at the end of each fiscal year. Any sick leave over the maximum credit of days at the end of the fiscal year shall be deducted from the employee's accrual.

Subd. 3. Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to illness, injury, or disability that prevented his/her attendance and performance of duties on that day or days, provided the employee has sick leave accrued.

Subd. 4. Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to the employee's illness and/or disability which prevented his/her attendance at school and performance of duties on that day or days. Pursuant to MN Statute 181.9413, an employee may use sick leave for absences due to an illness of or injury to the employee's child for such reasonable periods as the employee's attendance with the child may be necessary on the same terms that the employee is able to use sick leave benefits for his/her own illness or injury. An employee may use up to five (5) sick leave days for illnesses of other immediate family members, which are limited to: parent, spouse/significant other, non-dependent children, brother and sister.

Subd. 5. Sick leave shall be deducted from the employee's accrued sick leave in hourly increments.

Subd. 6. Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form available at the office.

Subd. 7. Sick Leave in Excess of Accrual: Any days used in excess of the number of days of sick leave earned and accrued will be deducted from the employee's salary.

Subd. 8. Reduced Hours and Unused Sick Leave Accumulation Maximums:

If an employee's regular hours are reduced and their unused sick leave exceeds the new maximum number of hours allowed, no hours of unused sick leave already accumulated will be deducted from the employee's unused sick leave credit balance. Once the level of unused sick leave accumulation falls below the new maximum allowed, new hours of unused sick leave will begin to accumulate up to the maximum hours allowed at the new rate.

Section 2. Medical Leave:

Subd. 1. Eligibility: A non probationary employee who is unable to work because of illness or injury and who has exhausted all sick leave credit available or has become eligible for long-term disability compensation shall, upon written request, be granted a medical leave of absence, without pay, up to one year. The CSEC may, in its discretion, renew such a leave.

Subd. 2. Request: A request for leave of absence or renewal thereof under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume normal responsibilities.

Subd. 3. Major Medical Leave: Any employee who have completed (10) years of employment with the CSEC shall be granted, as a supplement to the above sick leave,

thirty (30) days of major medical leave which may be used for hospital confinement. This leave is non-accumulative. These thirty (30) days of major medical leave for hospital confinement are to be used after all accumulated sick leave days have been used by the Support Personnel.

Section 3. Family and Medical Leave: In addition to other leaves and benefits provided for in this Master Agreement, employees may take leaves mandated by state and federal laws, including the Family Medical Leave Act (FMLA). When an employee requests an FMLA Leave, it shall run concurrently with any of the other leaves provided for in this Master Agreement. (Note: A copy of the United States Department of Labor's Notice to Employees of Rights Under the FMLA is available on the CSEC's website or by contacting the Human Resources Department.) Employees shall be required to use any accumulated sick, vacation or personal time to offset any unpaid leave with paid leave.

Section 4. Insurance Application: An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave, and shall pay to the CSEC the monthly premium in advance. If the employee is on unpaid medical leave, and has exhausted all paid sick leave, the CSEC shall continue to make its health insurance contribution as required by law.

Section 5. Credit: An employee who returns from unpaid leave shall retain experience credit for pay purposes and other benefits that he/she had accrued at the time he/she went on leave. No credit shall accrue for the period of time that an employee was on unpaid leave unless required by law.

Section 6. Eligibility: Leave benefits provided in this article shall apply to all eligible employees.

Section 7. Unpaid Child Care Leave:

Subd. 1. Use: A child care leave may be granted by the CSEC within six (6) months of a birth or adoption of the child, subject to the provisions of this section, to one (1) employee-parent of a natural or adopted child, provided such employee-parent is caring for the child on a full-time basis. In cases of adoption where extensive travel is necessary prior to custody of the child, the employee may be granted reasonable unpaid personal leave of absence to conduct travel activities required to complete the adoption. This unpaid leave shall not overlap any medical leave the employee may be eligible for either under state or federal statute or by contract.

Subd. 2. Request: An employee making application for child care leave shall inform the Executive Director in writing of the intention to take the leave as soon as possible but no later than three (3) calendar months before commencement of the intended leave.

Subd. 3. Date of Leave: The CSEC may adjust the proposed beginning or ending date of a childcare leave so that the dates of the leave are coincident with some natural break in the

school year, i.e., winter vacation, spring vacation, semester or quarter break, end of a grading period, end of the school year, or the like.

Subd. 4. Duration: In making a determination concerning the commencement and duration of a childcare leave, the Governing Board shall not, in any event, be required to:

- (a) Grant any leave for more than twelve (12) months in duration.
- (b) Permit the employee to return to employment prior to the date designated in the request for childcare leave.

Subd. 5. Reinstatement: An employee returning from child care leave shall be reinstated in a position equivalent to what the employee was working prior to the leave unless previously discharged or placed on unrequested leave of absence.

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

Subd. 7. Salary and Fringe Benefits: An employee on unpaid childcare leave is eligible to participate in group insurance programs if permitted under the insurance policy provision but shall pay the entire premium for such benefits as the employee wishes to retain. The right to continue to participate in such group insurance programs, however, will terminate if the employee does not return to the CSEC pursuant to this Section except as provided by state and federal law.

Section 8. Jury Duty, Witness Leave: An employee who is called for jury duty or who is required to give testimony or participate before any judicial tribunal in arbitration, negotiation, and mediation proceedings 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 his/her employment assignment, if any. If the employee's presence in court is for the purpose of offering testimony, he/she must provide the CSEC with a copy of the subpoena or other written documentation that requires his/her presence and shall be compensated for the difference between the employee's regular salary and the pay received if any, for the period he/she is away from his/her regular employment assignment. In no event shall this section apply to an employee whose presence is the result of an action under consideration by a court, judicial tribunal or BMS proceedings not related to the employee's employment relationship with the CSEC and/or the MSEA.

Section 9. Workers Compensation: Employees injured while engaged in work for the CSEC shall be paid for any lost work time for the remainder of the first day of injury by the CSEC. Pursuant to applicable state and federal laws and regulations, an employee injured on the job in the service of the CSEC and collecting workmen's compensation insurance may draw sick leave and receive full salary from the CSEC with his/her salary to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from his/her sick leave.

Section 10. Bereavement: Up to five (5) days of bereavement leave per school year may be allowed for death in an employee's immediate family. "Immediate family" is defined as the employee's spouse, child, parent, brother, sister, grandparent, or grandchild, or legal guardian. Up to three (3) of the five (5) days of bereavement may be granted per school year for an employee with the advance written approval of the employee's supervisor, for bereavement because of the death of the parent, grandparent, sister or brother of the employee's spouse. One (1) day of the five (5) days of bereavement leave per school year may be granted for an employee, with the advance written approval of the supervisor, for bereavement because of the death of a significant other person not included in the above definition of immediate family. Bereavement leave of absence is not accumulative and no more than a total of five (5) days of bereavement leave may be used in any school year. In exceptional circumstances (e.g. more than one of an employee's immediate family members dies in the same year) the Executive Director may grant bereavement leave in excess of 5 days, which shall be deducted, from the employee's accumulated sick leave.

Section 11. Personal Leave:

Subd. 1. Amount: For each fiscal year covered by this agreement, employees shall be granted two (2) paid days to be used for the employee's personal business. Personal leave may be used, at no loss of pay, for any purpose at the discretion of the employee. An employee planning to use personal leave shall notify his/her immediate supervisor as early as possible, but in any event at least three days notice in advance, except in cases of an emergency.

Subd. 2. Accrual: Unused personal leave days may accumulate to an unlimited maximum. Any unused personal days of absence will accrue and be paid upon retirement, resigning or being placed on unrequested leave of absence from CSEC to be paid at the employee's current rate of pay.

Subd. 3. Personal leave shall be granted by the administrator or designee as staffing allows in each program. Personal leave shall be granted on a first come first serve basis. Personal leave may be used in hourly increments.

Section 12. Other Leaves: Pursuant to applicable state and federal statutes, employees who qualify for such leave shall, upon advance notification to immediate supervisor and approval by the district, be eligible for a leave, paid or non paid as required by law for reasons such as:

- Athletic Leave (Olympic Competition MINN STAT § 15.62)
- Bone Marrow Donor Leave (MINN STAT § 181.945)
- Organ Donation Leave (MINN STAT § 181.9456)
- Voting Leave and Election Judge (MINN STAT § 204C.04 and 204B.195)
- School Conference/Activity Leave (MINN STAT § 181.9412)
- Religious Holiday (MINN STAT § 15A.22)
- Immediate Family Military Leave for Injured/Killed Active Service ((MINN STAT § 181.947)
- Leave To Attend Military Ceremony ((MINN STAT § 181.948)

Section 13. MSEA Leave: During the period covered by this Master Agreement, MSEA officers or official representatives of MSEA will be given reasonable time off to conduct the duties of MSEA as the exclusive representative. Any support staff taking time off pursuant to this provision will have their salary deducted for each hour absent. The CSEC will cover the cost of a substitute necessary to permit the support staff to take time off pursuant to this section. Requests for association leave shall be submitted to the District office at least five (5) days in advance.

ARTICLE X HOLIDAYS

Section 1. Paid Holidays: Employees shall be granted the following paid holidays based on the employee's standard workday:

Subd. 1. Twelve (12) month and eleven (11) month employees: There will be eleven (11) paid holidays per year to coincide with the school calendar as adopted by the CSEC Governing Board for employees who work thirty (30) hours per week or more.

- | | |
|------------------------------|-------------------|
| 1. Labor Day | 7. Christmas Day |
| 2. Thursday, Fall Break | 8. New Year's Day |
| 3. Friday, Fall Break | 9. Good Friday |
| 4. Thanksgiving Day | 10. July 4th |
| 5. Friday after Thanksgiving | 11. Memorial Day |
| 6. December 24th | |

Subd. 2. Nine (9) month employees: There will be five (5) paid holidays given to employees who follow the school (program) calendar:

- | | |
|---|------------------------------|
| 1. Thanksgiving Day | 4. New Year's Day |
| 2. Christmas Day | 5. Friday after Thanksgiving |
| 3. Christmas Eve Day (December 24 th) | |

Holiday benefits will not be available to part-time Support Personnel (less than nine (9) months and thirty (30) hours per week).

Section 2. Weekends: Holidays that fall on weekends will be observed on a day established by the CSEC.

Section 3. School In Session: The CSEC reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof. Any holiday or holidays, which fall within an employee's vacation period, shall not be counted as a vacation day.

ARTICLE XI VACATIONS

Section 1. Eligibility: Vacation will accrue for all full-time twelve (12) month Support Personnel. Vacation will accrue for all full-time eleven (11) month Support Personnel on a pro-rated basis. Vacation benefits will not be available to nine (9) month and part-time (less than nine (9) months and thirty (30) hours per week) Support Personnel. Vacation for those who work from 30 - 39 hours per week will accrue on a pro-rated basis. All vacations are to be taken during a time agreeable to the immediate supervisor and/or Executive Director of CSEC.

Section 2. Earned Vacation: Eleven (11) to twelve (12) month employees under these provisions shall accrue vacation each month as follows based on CSEC seniority:

Beginning on the employee's first (1st) through sixth (6th) years of continuous service: earn .84 days per month to a maximum of ten (10) days.

Beginning on the employee's seventh (7th) through fifteenth (15th) years of continuous service: earn 1.25 days per month to a maximum of fifteen (15) days.

Over 15 years or more of continuous service: earn 1.67 days per month to a maximum of twenty (20) days.

Section 3. Applications:

Subd. 1. Vacation requests of more than five (5) days shall be submitted in writing to the CSEC designee at least two weeks prior to the commencement of said vacation.

Vacation requests less than five days shall be submitted in writing to the CSEC designee at least three (3) days prior to the leave.

Subd. 2. If a non probationary employee resigns his/her employment with the CSEC, he/she shall be paid for any unused vacation accrued.

Subd. 3. Vacation days may also be used as sick leave days if the employee has exhausted accumulated sick leave. If vacation is submitted for sick leave employees shall follow the notice requirements for sick leave use.

Section 4. Vacation Carryover: Employees may carry over earned vacation days into the next fiscal year, but it must be used by December 31 of that calendar year or it will be lost.

ARTICLE XII PROBATIONARY PERIOD, DISCIPLINE AND DISCHARGE

Section 1. Probationary Period: An employee under the provisions of this agreement shall serve a probationary period of ninety (90) calendar days of continuous service in the CSEC, during which time the employee shall accrue but not have access to the leave provisions of this agreement. The probation period shall not count towards leave days if employment is terminated

prior to the end of the probationary period. The CSEC shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated.

Section 2. Just Cause: Disciplinary action may be imposed upon an employee who has satisfactorily completed the initial probationary period only for just cause. Discipline shall be imposed in a timely manner.

Section 3. Progressive Discipline: Disciplinary action shall normally include only the following measures and shall normally be administered progressively in the following order: Disciplinary action may be taken against an employee for just cause. Any disciplinary action shall comply with law and regulation, shall be fair and equitable, and shall be consistent with the principle of progressive discipline, except in cases of a serious magnitude, which could seriously threaten or jeopardize the safety of the students, other employees, or the physical assets of the school district.

The governing board or designee shall have the right to discipline/discharge an employee for just cause. Disciplinary actions by the Governing Board or their designee may include the following four (4) steps:

Subd. 1. Warning, either written or verbal;

Subd. 2. Written Reprimands;

Subd. 3. Suspension from duty without pay;

Subd. 4. Discharge from employment.

Section 4. Meetings to Discuss Discipline Measures: If a supervisor meets with an employee to discuss written reprimand, suspension, or discharge, the employee has the right to have a union representative present. When possible, the district will attempt to discuss with the employee(s) any concern which may lead to a disciplinary action and shall offer constructive suggestions for correction before any disciplinary action is initiated.

Section 5. Discharge Due Process: No employee who has completed the probationary period, shall be discharged without having been afforded an opportunity to hear the reason(s) for the discharge and without an opportunity to offer an explanation of the relevant facts and circumstances surrounding the events which preceded the discharge and/or any extenuating or mitigating circumstances which the employee believes is relevant to the discharge decision. Whenever possible and practical, such opportunities shall be provided in a conference with the District which shall be conducted after advance notice to the employee and his/her Union representative who shall be permitted to attend the conference.

Section 6. Disciplinary Action Records: A written record of all disciplinary actions within the meaning of this article, shall be provided to the involved employee(s) and will be entered into the employee's personnel record. Investigations into conduct which do not result in disciplinary action, however, shall not be entered into the employee's personnel record. The disciplined employee shall be entitled to submit a written response to be included in the employee's personnel record.

ARTICLE XIII VACANCIES, POSTINGS AND TRANSFERS

Section 1. Postings:

Subd. 1. Permanent Vacancies: Notice of all permanent vacancies shall be posted on CSEC web site and sent via email to all unit employees at least five (5) business days in advance of filling such vacancies.. For purposes of this Article, a permanent vacancy shall be defined as any vacancy anticipated to last for a period of more than sixty-seven (67) days in any calendar year. The CSEC may temporarily fill a posted position by assignment or temporary hire to meet the CSEC's immediate needs. There is no vacancy if there are employees on layoff or reduction within classification.

Subd. 2. Existing Positions: An existing position that is not eligible for inclusion in the unit shall be posted if the hours allocated to it are increased to the point that the position is eligible for inclusion in the unit.

Section 2. Application for Vacancies: All employees under this Agreement may submit a Letter of Application, in writing, for any vacancy. Any employee not interviewed shall be provided with the reason in writing is requested.

Section 3. Increases in Hours: If there are extra hours available or it is necessary to increase the number of hours of a position, the CSEC shall do so, by increasing the assignment of the most senior employee holding such a position in that building or program who is willing to take the additional hours. If there are still hours available, the CSEC shall offer the extra work District wide by seniority, first by position in class then by employees qualified for the work assignments.

Subd. 1. Increases during the school year due to programmatic needs: When it becomes necessary for the CSEC to increase hours of an assignment, the CSEC shall have the right to assign those hours to the incumbent. If the incumbent employee refuses the increase of hours, the hours shall be offered to unit employees within the building by seniority if the schedule allows and they are qualified and capable to take them.

Section 4. Transfers:

Subd. 1. Voluntary Transfers Requests: Any employee who wishes to transfer from one building to another, or who wishes to be given an assignment that provides for more hours,

must submit a request to the CSEC office no later than the end of the school year. Such requests may be taken into consideration when making assignments for the next school year, but under no circumstances shall the CSEC be required to grant any such request. Requests submitted at the end of one school year shall be considered only for assignments made for the next school year.

Subd. 2. Involuntary Transfers: Nothing in this Agreement shall prohibit the CSEC from transferring an employee from one building to another, or from one classification to another. Such transfers shall not result in a reduction in an employee's hourly rate of pay except in cases of layoff or reductions.

Section 5. Voluntary Termination and Re-employment: In the event that an employee voluntarily terminates his/her employment from a bargaining unit position and is subsequently re-employed by the CSEC under this bargaining unit within a time period of no greater than four (4) months after the date of termination, the employee may be reinstated without loss of seniority for pay, vacation and longevity accrual earned as of the date of termination prior to re-employment.

ARTICLE XIV SENIORITY, REDUCTION, LAYOFF AND RECALL

Section 1. Seniority Recognition: The parties recognize the principle of seniority in the event of a reduction in the work force and for determination of benefits within the CSEC.

Section 2. Classifications: For the purposes of this Agreement the following job classifications and positions shall exist:

Subd. 1. Classification Job Group 1: Paraprofessional/Program Aide/Teacher Aide
IT Assistant

Subd. 2. Classification Job Group 2: Work Crew Supervisor/Kitchen Manager

Subd. 3. Classification Job Group 3:

1. Job Coach/Employment Specialist
2. Teaching Assistant
3. Mental Health Behavior Aide
4. Central Duplicating

Subd. 4. Classification Job Group 4: Non-Certified.

1. Non Certified Sign Language Interpreters
2. Non Certified Transliterator
3. COTA

Subd. 5. Classification Job Group 5: Certified.

1. Certified Interpreters
2. Certified Transliterator

Section 3. Seniority Date:

Subd. 1. CSEC Seniority: Upon the satisfactory completion of the probationary period, an employee's seniority shall relate back to his/her first day of continuous permanent service in the CSEC. If more than one (1) employee begins work on the same day, seniority ranking for such employee shall be determined by the last four digits of the employees social security number and whichever is higher shall be deemed more senior.

Subd. 2. Position Seniority: Position Seniority shall accrue only while actively working in a specific position. If more than one (1) employee begins work in the same position on the same day, seniority ranking for such employee shall be determined in the same manner as outlined in CSEC Seniority. Any employee transferred or re-employed in another position retains, but does not accumulate her/his seniority in her/his original position and, in addition, commences seniority in her/his new position.

Section 4. Layoff/Reduction Notice: At least a ten (10) business day written notice shall be given to any employee who is being laid off or have their hours reduced by the CSEC. Said notice shall include the effective date of layoff or reduction and the reason for layoff or reduction.

Section 5. Layoff/Reduction: The selection of employees for layoff or reduction shall be made in reverse order of seniority by position as listed in Article XIV, Section 2 with the least senior employee being reduced or laid off. Any reduction that reduces the hours of a position below that of unit inclusion shall be considered a layoff.

Section 6. Reductions in Hours: The CSEC has the right to reduce hours of positions because of program changes and/or financial limitations. If the number of hours an employee is assigned to work is reduced by five (5) or more hours per week, he or she may accept the reduction in hours, or shall be assigned to the same position that is held by the least senior employee whose assignment is closest to, but not greater than, the assignment originally held by the employee whose hours are being reduced. The employee displaced by this reassignment may accept the assignment of the person whose hours are being reduced, or may request reassignment based on a reduction in hours. The reassignment should occur at a time mutually acceptable to the union and the CSEC, and does not affect the educational programming for students. Any employee so affected may, at his or her discretion, be placed on layoff in lieu of accepting an assignment to a position with fewer hours. If the reduction in hours require a change in program assignment, the employee must meet minimum qualifications of that new position.

If all employees in a position are reduced by a similar amount of time due to reductions for the following school year, the CSEC will maintain benefit status by seniority, for as many employees as feasible.

Section 7. Recall: An employee on layoff or reduction of hours shall retain seniority and right to recall to a position that is equal in hours to the position the employee previously had seniority rights to or held immediately prior to layoff or reduction. An employee on layoff or reduction of hours who accepts recall to a position for fewer hours than the position the employee previously

has seniority rights to or held immediately prior to layoff or reduction of hours shall retain his or her right to recall to a position that is equal in hours to the position he or she previously had seniority right to or held immediately prior to layoff, or had hours reduced. Employees on layoff or reduction of hours shall be recalled in seniority order by classification within the position. No new employees shall be hired while employees who are qualified to perform the duties of the job, and are willing to accept the positions open, are on layoff or reduction of hours. An employee on layoff or reduction of hours shall be eligible for recall for a period of eighteen (18) consecutive months following the date of layoff or reduction. An employee on layoff or reduction of hours shall provide a current address in writing to the CSEC to retain recall rights.

Section 8. Termination of Seniority: Seniority rights shall terminate upon resignation or termination of an employee pursuant to the Agreement or after eighteen (18) consecutive months of layoff. Employees on the recall lists who refuse a position of like hours to their last assignment shall be removed from the recall list and lose their seniority rights.

Section 9. Seniority List: Every fiscal year a current seniority list shall be posted in all building locations by January 15th, with a copy to each steward of the MSEA. Employees shall have fourteen (14) calendar days after the seniority list is posted to notify the CSEC office of any adjustments or corrections needed.

Section 10. New Positions and Classifications: New classifications created by the employer will be evaluated for banding and grading as required by statute and assigned to a bargaining unit. When a position is assigned to this unit, the parties shall meet and negotiate at least a temporary rate of pay and any applicable benefits until the matter can be fully negotiated into the Master Agreement. If the parties are unable to agree on whether a position belongs in the bargaining unit, the matter shall be forwarded to the BMS for a unit clarification hearing to decide the issue.

ARTICLE XV WELLNESS BENEFITS

Section 1. Wellness Pay: Employees who have attained the age of 55 years and have completed at least fifteen (15) years of continuous service with the CSEC shall receive fifty percent (50%) of all accumulated sick leave paid out at the employee's current rate of pay, with a maximum of sixty (60) days paid, into a HCSP in the employees name. This benefit shall sunset for any new employees hired once the Master Agreement has been ratified. No employee hired after the first day of the month following ratification of this agreement shall be eligible for this benefit.

Section 2. Health Care Savings Plan: The Minnesota State Retirement System (MSRS) was granted authority to offer a post employment health care savings plan, (HCSP) as established in Minnesota Statute 352.98. This health care savings plan shall be referred to as "HCSP" in this agreement.

ARTICLE XVI GRIEVANCE PROCEDURE

Section 1. Procedure: In the absence of any other agreement by the two parties, the parties hereto shall be subject to the grievance procedure in effect at the inception of any grievance proceedings as promulgated by the Commissioner of Mediation Services pursuant to P.E.L.R.A. 179A.04, Subd. 3(h) and 179A.20 as amended from time to time. The present grievance procedure of the Commissioner is attached to this Agreement as Appendix B as defined in Minnesota Rules 5510.5110 through 5510.5190 as amended.

ARTICLE XVII CSEC MATCH 403(b) TAX DEFERRED ANNUITY

Section 1. Eligibility: The CSEC's match to an employee's qualified 403(b) tax deferred annuity shall become available to an employee when they have completed three years of employment in the CSEC. An employee may contribute to a qualified 403(b) tax deferred annuity on his or her own prior to becoming eligible for the CSEC's match.

Section 2. Amount: For each dollar (\$1) that an employee contributes via payroll deduction to a qualified 403(b) tax deferred annuity, the CSEC shall contribute one dollar (\$1) to the same annuity, up to a maximum annual contribution as follows:

Beginning the first day of the employee's fourth year of service through the end of the employee's tenth year of service to the CSEC, a maximum contribution of \$250;

Beginning the first day of the employee's eleventh year of service through the end of the employee's fifteenth year of service to the CSEC, a maximum contribution of \$500;

Beginning the first day of the employee's sixteenth year of service and continuing throughout the employee's continued service to the CSEC, a maximum contribution of \$750.

For the purposes of this section, the employee's gross annual salary shall be calculated by multiplying his/her hourly rate by the number of hours in his/her work year in effect on July 1st.

Section 3. Enrollment: An eligible employee may initiate his/her participation in the CSEC match by submitting the appropriate forms to the CSEC office by October 1 in the year of eligibility. The CSEC shall notify employees in writing prior to his/her eligibility date for the 403B Match. Any employee who declines this match program when eligible would not have the opportunity to enroll until the following year open enrollment.

Section 4. Renewal: Once an employee has initiated the CSEC match, his/her participation will continue at the same level unless he/she notifies the CSEC in writing of a change. Changes in an employee's level of participation shall be allowed once per fiscal year and shall then continue in effect for that fiscal year.

ARTICLE XVIII PROFESSIONAL GROWTH AND TRAINING

Section 1. In-Service Training: All employees within the unit shall be provided with paid in-service training each school year paid at the employee's regular rate of pay. The CSEC shall provide a fifteen (15) day written notice to employees prior to all scheduled in-service training.

Section 2. Professional Growth Incentives: The CSEC encourages all employees to further develop his/her skills and professionalism in the education field by attending workshops, working in his/her trade, or taking related course work. The CSEC shall provide wage incentives to those employees whom are approved and participate in professional growth activities.

Subd. 1. Criteria and Eligibility Requirements: Professional growth activities will be pertinent to the employee's position and will require pre-approval from the CSEC. The professional growth options should be available to all employees on an equivalent basis as much as possible. The employee shall be required to produce evidence of participation for the professional growth activity and submit it to the CSEC office to be kept in the employee's file.

Subd. 2. Professional Growth Stipend: Wage increases over an employee's base pay will be granted on a clock hour basis for approved professional growth activities. The wage increase will be \$4.00 per clock hour. A total of \$400 per year shall be allocated for the professional growth plan per employee.

Subd. 3. Clock Hour and Credit Defined: Courses will be credited at one (1) clock hour per hour attended up to \$400.00 maximum. Workshops related to the subject matter taught will be credited as per clock hour values assigned at registration. Workshops not assigned clock hour values will be credited as per agreement between the staff and the Executive Director with a recommended guideline of one (1) clock hour per hour of participation. Workshops will be credited as educational experience at \$4.00 per hour.

Subd. 4. Occupational Experience Credit: Pre-approved occupational experience will be credited one (1) clock hour for each hour of work up to a maximum of \$400.00. The major components of the occupational experience cannot be repeated within the past three (3) year time period and must contain one of the following; 1) show changes in technology; 2) provide for additional competence in an area of weakness of the employee, or; 3) provide new innovation in an occupation area.

Subd. 5. Evidence of completion of the professional growth activity must be submitted to the CSEC office by February 1st for wage increases to be applied to the current fiscal year. These wage increases shall not be retroactive to previous years activities and only applicable to the current fiscal year and continuing.

Subd. 6. Any professional growth activity for which the CSEC provides reimbursement of costs, expenses, or which the employee is paid to attend shall not be applicable nor counted as professional growth activity eligible for the wage increases.

ARTICLE XIX GENERAL PROVISIONS

Section 1. Mileage: Employees who are required to drive their personal vehicles for employment purposes shall be reimbursed at the Governing Board rate.

Section 2. Insurance Required: If the CSEC requires an employee to regularly transport equipment or supplies with his/her personal vehicle, the CSEC shall meet with the employee to conduct a pre-authorization for business use insurance. The employee shall provide CSEC with a statement from his/her insurance carrier showing the regular cost for insurance coverage and the increased cost with a business use rider with the same coverage. The CSEC shall decide whether it will provide a district vehicle for the employee or pay the extra insurance cost on behalf of the employee for the business use rider.

Section 3. Eye Glasses/Contacts/Hearing Aids and Clothing Reimbursement: The CSEC shall pay up to \$400.00 for replacement of eye glasses, contacts or hearing aids of the employee that are broken or damaged by a student or an occupational incident when the employee is fulfilling the duties of his/her position. In addition, the CSEC shall pay up to \$150.00 for replacement of clothing damaged by a student or occupational incident when the employee is fulfilling the duties of his/her position. The incident must be reported at the time of occurrence to the employee's supervisor.

Section 4. Job Descriptions: A book containing general job descriptions for this bargaining unit will be maintained by CSEC and available to employees.

Section 5. Job Re-Evaluation. The process for job re-evaluation will be followed when an employee, group of employees, or his/her supervisor believes a position has shown substantial change in essential functions, level of responsibility or requirements. The CSEC designee has the final authority to determine if the re-evaluation should progress. The determination to review is subject to the grievance process only up to level III. The results and outcome of the job re-evaluation are not subject to the grievance procedure.

To begin the process, the employee shall complete a written summation on how the position has changed and indicate what those changes are to the duties. This written summation must be submitted to the CSEC office by May 1. Any change resulting from the job re-evaluation would be effective starting July 1 of the next fiscal year.

Section 6. Employee Notification of Violent Behavior By Students: Employees working directly or indirectly with students who may or have had violent and/or aggressive behaviors shall be notified in writing as soon as possible of the nature of the behaviors and the plan

developed by the CSEC to better serve and protect the students and employees in accordance with applicable law.

ARTICLE XX DURATION

Section 1. Terms And Reopening Negotiations: This Agreement shall remain in full force and effect for a period July 1, 2009, through June 30, 2011, 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 pursuant to P.E.L.R.A. Unless otherwise mutually agreed, the parties shall not commence negotiations more than sixty (60) days prior to the expiration of the Agreement.

Section 2. Effect: This agreement constitutes the full and complete Agreement between the CSEC and the exclusive representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, CSEC 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 negotiation during the term of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____
day of _____, 2011.

CSEC

MSEA

Governing Board Chair

MSEA Representative

Governing Board Clerk

MSEA Chief Steward

Wage Appendix A

	Program Assistant, Teacher Aide	Work Crew Supervisor, Kitchen Manager	Job Coach, Teaching Asst., Cog Skill Coach	Non- Certified Specialist	Certified Specialist
2009-2011	1	2	3	4	5
1	\$12.50	\$13.50	\$14.50	\$15.50	\$16.50
2	\$12.80	\$13.80	\$14.80	\$16.25	\$17.25
3	\$13.10	\$14.10	\$15.10	\$17.00	\$18.00
4	\$13.40	\$14.40	\$15.40	\$17.75	\$18.75
5	\$13.70	\$14.70	\$15.70	\$18.50	\$19.50
6	\$14.00	\$15.00	\$16.00	\$19.25	\$20.25
7	\$14.30	\$15.30	\$16.30	\$20.00	\$21.00
8	\$14.60	\$15.60	\$16.60	\$20.75	\$21.75
9				\$21.50	\$22.50
10				\$22.25	\$23.25
11				\$23.00	\$24.00

APPENDIX B BMS Grievance Procedure

APPLICATION.

This grievance procedure shall be applicable when a public employer and an exclusive representative of public employees have not reached agreement on or do not have access to a contract grievance procedure as required by Minnesota Statutes, section 179A.20, subdivision 4.

DEFINITIONS.

Bureau. “Bureau” means the Bureau of Mediation Services.

Days. “Days” means calendar days.

Employee. “Employee” means any public employee who is employed in a position that is part of an appropriate unit for which an exclusive representative has been certified under Minnesota Statutes, section 179A.12.

Grievance. “Grievance” means a dispute or disagreement regarding the application or interpretation of any term of a contract required under Minnesota Statutes, section 179A.20, subdivision 1.

Nonprobationary. “Nonprobationary” means an employee who has completed an initial probationary period required as a part of the public employer’s employment process.

Party. “Party” means either the exclusive representative and its authorized agent or the employer and its authorized representative.

Service. “Service” means personal delivery or service by the United States Postal Service, postage prepaid and addressed to the individual or organization at its last known mailing address. Service is effective upon deposit with the United States Postal Service, as evidenced by a postmark or dated receipt, or upon personal delivery.

COMPUTATION OF TIME.

In computing any period of time prescribed herein, the day or act or event upon which a period of time begins to run shall not be included. The last day of the time period shall be included unless it is a Saturday, Sunday, or holiday.

STEP ONE.

When an employee or group of employees represented by an exclusive representative has a grievance, the employee or an agent of the exclusive representative shall attempt to resolve the matter with the employee’s immediate supervisor within 21 days after the employee, through the use of reasonable diligence, should have had knowledge of the event or act giving rise to the grievance. The supervisor shall then attempt to resolve the matter and shall respond in writing to

the grievant and the agent of the exclusive representative within five days after the grievance is presented.

STEP TWO.

If the supervisor has not been able to resolve the grievance or has not responded in writing within the time period provided in step one, a written grievance may be served on the next appropriate level of supervision by the exclusive representative. The written grievance shall provide a concise statement outlining the nature of the grievance, the provisions of the contract or the just cause situation in dispute, and a statement of the relief or remedy requested. The written grievance must be served on the employer's representative within 15 days after the immediate supervisor's response was due under step one. The employer's representative shall meet with the agent of the exclusive representative within five days after service of the written grievance and both parties shall attempt to resolve the grievance. The employer's representative shall serve a written response to the grievance on the agent of the exclusive representative within five days of the meeting. The response shall contain a concise statement of the employer's position on the grievance and the remedy or relief the employer is willing to provide, if any.

STEP THREE.

If the grievance is not resolved under step two, the exclusive representative may serve the written grievance upon the chief administrative agent of the employer or that person's designated representative within ten days after the written response required by step two was due. An agent of the exclusive representative shall meet with the chief administrative officer or designee within five days of service of the written grievance and they shall attempt to resolve the matter. The chief administrative officer or designee shall serve a written response to the grievance on the agent of the exclusive representative within five days of the meeting.

ARBITRATION.

Referral to arbitration. If the response of the chief administrative officer or designee is not received within the period provided in step three or is not satisfactory, the exclusive representative may serve written notice on the employer of its intent to refer the case to arbitration within ten days after the response required by step three is due.

Selection of arbitrator. Within ten days of the service of written notice of intent to arbitrate, the employer's chief administrative officer or designee shall consult with the agent of the exclusive representative and endeavor to mutually agree upon an arbitrator to hear and decide the grievance. If the parties do not agree upon the selection of an arbitrator, either party may request a list of impartial arbitrators from the bureau. The parties shall alternately strike names from a list of seven names to be provided by the bureau until only one name remains, and the remaining name shall be the designated arbitrator. The determination of which party will commence the striking process shall be made by mutual agreement or a flip of a coin. If one party refuses to strike names from the list provided by the bureau, the other party may serve written notice of this fact upon the bureau, with a copy to the offending party. Unless it is confirmed that the parties have otherwise selected or agreed upon an arbitrator within three days of service of the notice of refusal or failure to strike names, the bureau shall designate one name from the list previously

provided to the parties and the person so designated by the bureau shall have full power to act as the arbitrator of the grievance.

Arbitrator's authority. The arbitrator shall have no authority to amend, modify, add to, or subtract from the terms of an existing contract. The decision and award of the arbitrator shall be final and binding upon both parties.

Arbitration expenses. The employer and the exclusive representative shall share equally the arbitrator's fees and necessary expenses. Cancellation fees shall be paid by the party requesting the cancellation and any fees incurred as the result of a request for clarification shall be paid by the party requesting the clarification. Each party shall be responsible for compensating its own representatives and witnesses.

Transcripts and briefs. Because arbitration is intended to provide a simple, speedy alternative to litigation processes, the use of transcripts and briefs should be considered only in exceptional circumstances. If a verbatim record is required, it may be prepared providing the party desiring the record pays the cost and makes a copy available to the other party and the arbitrator without charge. The arbitrator may maintain written notes of the hearing and may use an electronic recording device to supplement the note taking. These notes shall be considered the arbitrator's private and personal property and shall not be made available to the parties or another third party. If a recording device is used by the arbitrator to supplement the arbitrator's notes, the arbitrator shall retain the recording for a period of 90 days following the issuance of the award.

PROCESSING OF GRIEVANCES.

Release time. To the fullest extent feasible, the processing of grievances shall be conducted during the normal business hours of the employer. Employees designated by the exclusive representative shall be released from work without loss of regular nonovertime earnings as a result of their necessary participation in meetings or hearings held pursuant to this procedure, whenever such release is consistent with the ability of the employer to conduct safe and reasonable operations. No more than three employees shall be entitled to compensation for participation in a single meeting or hearing with respect to any one grievance.

Waiver of steps. The parties may by written mutual agreement waive participation in the grievance steps and may similarly agree to extend the time limits. Time limits. A failure to raise a grievance within the time limits specified, or to initiate action at the next step of the procedure within the time limits in these parts shall result in forfeiture by the exclusive representative of the right to pursue the grievance. A failure of an employer representative to comply with the time periods and procedures shall require mandatory alleviation of the grievance as requested in the last statement by the exclusive representative.

Letter of Agreement

THIS LETTER OF AGREEMENT IS ENTERED INTO BY District Number 930 the Carver – Scott Educational Cooperative (hereinafter known as “CSEC”) and the Minnesota Schools Employees Association (hereinafter known as “MSEA”) whom have entered into a Master Agreement effective July 1, 2009 through June 30, 2011. This document will further clarify additional terms and effective dates in that Master Agreement document. The CSEC and the MSEA agree to the following:

1. Health and Hospitalization Insurance:

- a. Employees shall receive the same benefit and contributions for health and hospitalization for the 2009-2010 contract year and up through August 31, 2010, that each employee was eligible for to be paid by CSEC in accordance with the 2007-2009 work agreements for the support personnel and specialists.
- b. Beginning September 1, 2010, the new contract benefits and amounts will become effective as outlined in the master agreement for health (and dental) insurance.
- c. Any employee who was hired on July 1, 2001 or before, who are currently taking the cash in lieu of the District contribution to a health insurance policy shall be grandfathered in for this practice until the master agreement is ratified. Upon ratification of the contract, any money paid to the employee by the district beginning on September 1, 2010, and continuing shall be deducted from the \$7,000 yearly district contribution towards health and dental insurance for that current contract year. Cash in lieu shall cease the first of the month following ratification of the contract. Any employee receiving cash in lieu shall be required to enroll and select one of the district health plans once the contract has been ratified.

Wages:

- a. There shall be no wage increases on the schedules nor shall there be any step movement for either year of the contract.
- b. All employees shall receive longevity increases in both contract years.

Job Re-Evaluation:

- a. The CSEC will conduct a job re-evaluation for each position in the bargaining unit to be completed by the end of the 2010-2011 contract year. The parties agree to use this information to make any job grouping and/or wage adjustments as necessary based on the study results during the next round of bargaining by the parties.

Specialist Degreed:

- a. Employees currently working in “Specialist” positions that attain advanced degrees shall receive an additional stipend added to his/her hourly rate of pay as follows (these amounts are not compounded):

B.A./B.S. Degree	\$1.00 per hour
M.A./M.S. Degree	\$2.00 per hour

Those employees grandfathered into this clause are: Rachel Blackketter, Karen Greenwald, Joan Lynch, Tamara Merkins, Ebru Peterson and Susan Schultz.

Sick Leave Maximum Accrual:

- a. All employee's whose unused sick leave exceeds the 120 times his/her standard workday will not have any hours of unused sick leave already accumulated deducted from the employee's unused sick leave credit balance. Once the level of unused sick leave accumulation falls below the maximum allowed (due to use), new hours of unused sick leave will begin to accumulate up to the maximum hours allowed. These employees are: David Sell.

Holidays For Less Than 11-12 Month Employees:

- a. All employees' who work less than 11-12 months shall receive two additional holidays beginning in the first year of the contract, 2009-2010 and continuing. The two added holidays are: December 24 and Friday after Thanksgiving.

Seniority Dates:

- a. The parties shall mutually agree on a seniority list for all employees by April 1, 2011.

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

FOR:

MN School Employees' Association
Exclusive Representative

Paul Lidstone, MSEA Steward

Jeff Donna, MSEA Vice Steward

MSEA Negotiator

FOR:

Carver-Scott Educational Cooperative
District #930

Mary Romansky, Governing Board Chair

Dennis Havlicek, Governing Board Clerk

Randy Zitterkopf, CSEC Executive Director