

Our mission is to provide a safe educational environment where students develop lifelong learning skills that nurture positive attitudes and self-worth.



MASTER CONTRACT AGREEMENT

BETWEEN

INDEPENDENT SCHOOL DISTRICT #885

AND

SCHOOL SERVICE EMPLOYEES LOCAL NO. 284

**Representing:
Office Clerical
Paraprofessionals
Food Service**

July 1, 2022 - June 30, 2024

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1. PURPOSE

This Agreement is entered into between the School District of Independent School District No. 885, St. Michael-Albertville, Minnesota, hereinafter referred to as the School District, and School Service Employees Local No. 284, hereinafter referred to as the Exclusive Representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the PELRA, to provide the terms and conditions of employment for all members of the appropriate unit.

2. RECOGNITION OF EXCLUSIVE REPRESENTATIVE

2.1. RECOGNITION

In accordance with the PELRA, the School District recognizes School Service Employees Local No. 284, as the Exclusive Representative for all members of the appropriate unit.

- 2.2.** Recognizing that the Exclusive Representative is required by the provisions of the State of Minnesota Labor Relations Act to be the sole bargaining representative of all the employees within the coverage of this Agreement, without regard to membership in the Exclusive Representative, the School District hereby agrees that it will not recognize or negotiate with any other person, association, group, committee or entity other than the Exclusive Representative with respect to such matters and will deal solely through the agency of and with the Exclusive Representative.

3. DEFINITIONS

3.1. TERMS AND CONDITIONS OF EMPLOYMENT

The terms and conditions of employment shall mean the hours of employment, the compensation therefore including fringe benefits, except retirement contributions or benefits other than School District payment of, or contributions to, premiums for group insurance coverage for retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the employees. "Terms and conditions of employment are subject to the provisions of PELRA."

3.2. DESCRIPTION OF APPROPRIATE UNIT

"Appropriate unit" means all employees in office clerical, para-professional, and food service, excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose service do not exceed fourteen (14) hours per week or 35% of the normal work week in the employee's appropriate unit, employees whose positions are basically temporary or seasonal in character and are not for more than sixty-seven (67) full working days in a single position in any calendar year, and, emergency employees.

3.3. OTHER TERMS

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

3.4. DEFINITION OF WORK

Work shall be based on applicable job descriptions.

3.5. DEFINITION OF DAY

For the purpose of this agreement, a day shall be defined as business days: Monday through Friday not including federal holidays or any other holiday in which the majority of employees would not normally be working.

4. SCHOOL DISTRICT RIGHTS

4.1. INHERENT MANAGERIAL RIGHTS

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

4.2. MANAGEMENT RESPONSIBILITY

The Exclusive Representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for the students of the school district.

4.3. EFFECT OF LAWS, RULES, AND REGULATIONS

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

4.4. 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 this agreement are reserved to the school district.

5. EMPLOYEE RIGHTS

5.1. RIGHT TO VIEW

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

5.2. RIGHT TO JOIN

Employees shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have right by secret ballot to designate an Exclusive Representative for the purpose of negotiating grievance procedures and the terms and condition of employment for employees of such unit with the School District.

5.3. REQUEST FOR DUES CHECK-OFF

With the authorization of the employee, each employee shall have the right to request and be allowed dues check off for the Union. The employee request shall be in the form of a written or electronic authorization submitted to the Union. The Union shall provide the District with the appropriate form of authorization (examples of appropriate form are: paper or electronic file) for dues/premier member dues deduction.

The School District agrees to honor and implement all the terms of dues-checkoff authorizations submitted by the Union and agreed to by the employee. The School District shall adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, procedure for revocation, amount of dues deducted (including premier member), and all other provisions agreed to by the employee as stated in the authorization. Such dues shall be remitted to the Union monthly.

5.4. UNION ACCESS TO INFORMATION

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

Employees in the bargaining unit are being placed on notice that the District has determined that the disclosure of this information is necessary to implement Minnesota chapters 179 and 179A and, therefore, the unit list is being provided to the Union pursuant to Minn. Stat. Section 13.43, Subd. 6.

6. RATES OF PAY

6.1. RATES OF PAY

6.1.1. Rates

The wages and salaries reflected in Appendix A shall be a part of the Agreement.

6.1.2. Salary Freeze

The School Board reserves the right to withhold a salary increase when an individual does not or cannot perform his or her job satisfactorily. In such an event, the district would provide the staff member with written notice and a minimum period of thirty days to correct deficiencies.

6.1.3. Classifications

Employees who are assigned to more than one classification shall be paid based upon the number of hours worked in each classification at the rate for said classification set forth in the Basic Wage Matrix in Appendix A.

6.1.4. Probation Upon Change Of Classification

Employees promoted or transferred to a different classification shall serve a ninety (90) day probationary period in the classification. During this probationary period, the District may revert the employee to the previous position; likewise the employee may elect to return to such previous position. In the event that the previous position is not open, the employee shall be placed in a position as similar in class and shift as may be available. In no case will an employee returning/reverting to a former position be denied continuing employment. This may require the layoff of a less senior employee.

6.1.5. Step Placement

An employee who is promoted or changes jobs with a higher wage schedule, that employee will receive the entry level wage of the new position. If the employee's present wage rate is equal to or greater than the entry level of the new position, the employee will be placed on the next step of the appropriate wage schedule that results in an increase. If the employee is assigned to a job or changes jobs to a position requiring less responsibilities, the employee will receive the wage of the new position based upon the placement of an employee with similar years of service to the district in the assigned position. Job changes will not take place on July 1. The wage increase will be effective from the date of the job change/promotion until the end of the contract year. On that date the employee will move to the next wage step in that classification.

A new employee may be placed on such a step of the salary schedule as agreed between the District and the employee based on the employee's prior work experience up to a maximum of step 2.

6.1.6. No Wage Progression In Year 1 Or Year 2 Of This Agreement

As noted in the Appendix, the parties agree that no employee shall be entitled to any wage step progression in the initial work year of this agreement from July 1, 2022 to June 30, 2023. Step progression in Year 2 will be as expressly outlined in the Appendix and may involve an employee moving back a step or laterally a step as stated.

6.1.7. Temporary Pay Classification Increase

An employee who is appointed to temporarily replace an employee in a higher pay classification, after four (4) consecutive days in the higher classification, will receive the higher rate of pay retroactive to the first (1st) day in the higher classification. The employee shall receive the entry level pay of the new position, unless the employee's present wage rate is greater than the entry level of the new position. If the employee's present wage rate is greater than the entry level of the new position, the employee shall receive the wage of the first step that is higher than the employee's present wage rate.

7. INSURANCE

7.1. HEALTH AND HOSPITALIZATION INSURANCE

7.1.1. Definition¹

Effective October 1, 2023, School District health insurance benefits shall be provided for employees whose assignments require that they work fourteen (14) hours or more per week in one or more positions. District contributions shall apply to employees whose assignments require that they work fourteen (14) hours or more per week in one or more positions. The full district contribution shall apply to employees who work at least 35 hours per week and at least 170 days per year. Part-time will be credited on a prorated basis in accordance with the chart below.² The employee shall pay any premium cost above the district's contribution by payroll deduction for a school district policy of the employee's choice. Any permanent personnel changes that occur after March 1st will not change insurance eligibility until the start of the following plan year.³

- Less than 14 hours per week - not eligible for district contributions;
- 14 or more hours per week- 35% of the district contribution⁴;
- 20 or more hours per week- 50% of the district contribution⁵;
- 25 or more hours per week- 62.5% of the district contribution⁶;
- 30 or more hours per week- 75% of the district contribution⁷; and
- 35 or more hours per week- 100% of the district contribution⁸.

7.1.2. Single Insurance

The School District shall contribute up to \$603.00 per month in premiums for any full time employee who qualifies for and is enrolled in the School District's medical insurance plans during the duration of this Agreement.

¹ The updated language in Section 7.1.1 will go into effect as of October 1, 2023. Prior contribution rates and rules will remain in effect through the plan year ending on September 30, 2023.

² Support staff employees between two thresholds on October 1, 2023 will be grandfathered in at the next highest level/percentage as of October 1, 2023 on a one-time transitional basis only. Any change in permanent schedule after October 1, 2023 may result in a change in district contribution in accordance with normal contract practices, but where grandfathered staff remain between two new thresholds after the permanent schedule change, the district will honor the next highest level/percentage for staff hired on or before the date of ratification.

ILLUSTRATION: An example of the implementation of this rule is as follows: A special education paraprofessional employed by the district as of the date of ratification permanently working 32.5 hours a week would be eligible for 100% of the district contribution as of October 1, 2023 (currently eligible for 81.25%) and would remain eligible at this contribution level until a permanent schedule change. If that employee moved to working 25 hours a week, the employee would be eligible for 62.5% of the district contribution, but if that same employee was permanently working 27.5 hours a week, the employee would be eligible for 75% of the contribution. A new employee at 32.5 hours a week would receive 75% of the contribution.

³ The next plan year for this cycle is October 1, 2023.

⁴ Employees who work between 14 and 19.99 hours per week are eligible for 35% of the district contribution.

⁵ Employees who work between 20 and 24.99 hours per week are eligible for 50% of the district contribution.

⁶ Employees who work between 25 and 25.99 hours per week are eligible for 62.5% of the district contribution.

⁷ Employees who work between 30 and 34.99 hours per week are eligible for 75% of the district contribution.

⁸ These rates and rules also apply to the district contributions to dental insurance identified in 7.5 subject to a maximum annual contribution of \$340.00 per plan year.

Any additional cost of the monthly premium shall be borne by the employee and shall be paid by payroll deduction. A portion of the monthly contribution will be put into a health saving account for employees enrolled in the School District's VEBA insurance plan.

7.1.3. Dependent Coverage

The School District shall contribute up to \$1,392.00 in premiums for any full time employee who qualifies for and is enrolled in the School District's medical insurance plans for Plan Year '23 covering the period of October 1, 2022 to September 30, 2023.

The School District shall contribute up to \$1,420.00 in premiums for any full time⁹ employee who qualifies for and is enrolled in the School District's medical insurance plans for Plan Year '24 covering the period of October 1, 2023 to September 30, 2024.

Any additional cost of the monthly premium shall be borne by the employee and shall be paid by payroll deduction. A portion of the monthly contribution will be put into a health saving account for employees enrolled in the School District's VEBA insurance plan.

7.2. LIABILITY PROTECTION

The School District will defend and indemnify any employee to the extent required by Minnesota Statutes, Section 466.07.

7.3. INCOME PROTECTION

The School District shall contribute the full premium for an income protection policy for all employees whose permanent assignment requires that they work twenty (20) hours or more per week and one hundred seventy (170) days or more per year.

7.4. LIFE INSURANCE

The School District shall contribute the full premium for a \$50,000 life insurance policy for employees who work at least 35 hours per week and at least 170 days per year. Any employee for whom the district provides a life insurance policy may opt to purchase an additional \$25,000 policy at the employee's expense. The District may modify this benefit upward (for the benefit of the employee) at its own discretion and with notice. Other employees may carry life insurance at their own expense.

7.5. DENTAL INSURANCE

The School District shall contribute up to \$340.00 per year for single or family coverage for employees who qualify for and enroll in the District's insurance program. Any additional cost of the monthly premium shall be borne by the employee and shall be paid by payroll deduction. Qualifying contribution provisions in section 7.1.1 apply here also.¹⁰

⁹ Full-time is defined as working 35 or more hours per week and at least 170 days per school year.

¹⁰ The one-time transitional language and grandfathering language is not applicable to dental insurance.

8. LEAVES OF ABSENCE

8.1. SICK LEAVE

8.1.1. Rate

All employees shall earn sick leave at the rate of 1.25 days* for each month of service in the employ of the school district on a prorated basis.

8.1.2. Accumulation

Unused sick leave days* may accumulate to a maximum of one hundred fifteen (115) days* of sick leave per employee.

8.1.3. Usage

Sick leave pay shall be allowed by the School District whenever an employee's absence is found to have been due to illness, medical appointment, or dental appointment which prevented the employee's attendance at work and performance of duties on that day* or days*. A doctor's certificate may be required by the School District. Sick leave may also be used for purposes as permitted under Minnesota Statute Section 181.9413. Additional leave may be granted at the discretion of the Superintendent or his / her designee.

In the event of a substantive legislative change to Minnesota Statutes Section 181.9413, the parties agree to revisit this issue and establish a Memorandum of Understanding about the applicability of any changes to the duration of this contract.

8.1.4. Sick leave allowed shall be deducted from the accumulated sick leave days* earned by the employee.

8.1.5. Sick Leave Usage for Family Members

Sick leave may be used as described under Minnesota Statute Section 181.9413.

8.1.6. Sick Leave Savings Incentive

Employees who have continuously worked for the District for over four (4) years and have a minimum of sixty (60) stored sick leave days* may request the following:

The partial value of the sick days* allotted during that year may be paid as compensation upon written request and subject to the following terms and conditions:

- A. If the employee earned the maximum annual allotment of sick leave days* available in the school year and used no more than two sick days* (applicable to the use of sick time for any purpose otherwise permitted by the Agreement), the value of the remaining days* shall be calculated at the employee's current rate of pay and paid out as additional compensation. The maximum amount of days* available to convert into compensation is five (5) days*. Under no circumstances shall an employee be able to convert more than one-third of the total available sick time earned in one year;
- B. The employee must make the request for payment of sick days* in writing on a District designated form and submit the form to the District office between July 1st and July 31st. After the eligibility period, the employee shall forfeit any opportunity to cash-out sick leave for the previous school year;

- C. In the event an employee is terminated or leaves his or her employment prior to the July 1st of the eligible year, the employee forfeits his or her eligibility for this benefit; and
- D. Vesting rights for this benefit only occur upon completion of an entire year of service with the employee working for the District as of July 1st. Vesting rights and eligibility for this annual benefit terminates as of July 31st following July 1st eligibility.

8.1.7. Leave Savings Incentive

Permanent full-time employees who have continuously worked for the District for over one (1) year, and who do not otherwise qualify for the benefit cited in Section 8.1.6 , may earn one-day of pay (defined as eight hours at the employee’s current hourly rate of pay excluding overrides) per year under the following terms and conditions:

- A. The Employee uses no sick time (as applicable to the use of sick time for any purpose permitted under the Agreement), or personal time, from July 1st through June 30th of the following year;
- B. The employee must make the request for payment of sick days in writing on a District designated form and submit the form to the District Office between July 1st and July 31st. After this eligibility period, the employee will forfeit any opportunity to cash out sick leave for the previous school year; and
- C. In the event the employee is terminated or leaves his or her employment prior to the July 1st of the eligible year, the employee forfeits his or her eligibility for this benefit.

8.2. BEREAVEMENT LEAVE

The following rules shall be applicable in requesting and granting leave days*:

- a. Up to three (3) days*, non-accumulative, for immediate family.
- b. Immediate family includes: spouse; or parent, child, brother, sister, grandparent, or grandchild of spouse or self.
- c. Additional leave will be allowed with the permission of the superintendent. If granted, this time will be deducted from sick leave.
- d. Each employee will be allowed to attend the funeral of a relative or a friend not included in the immediate family subject to the approval of the superintendent. This time will be deducted from sick leave.

8.3. PAID TIME OFF LESS THAN 12 MONTH EMPLOYEES

- 8.3.1.** An employee shall be granted leave of two (2) days* per year not to be deducted from sick pay. For employees working over 20 hours a week, paid time off must be taken in half-day* or whole day* increments. However, in cases where paid time off is requested after regularly scheduled school hours, quarter- day* increments may be used. Paid time off resulting in fractional increments will be rolled over the following school year until the fractional amount equals one day*. All paid time off must be taken in a minimum of fifteen (15) minute increments.

Notice for paid time off days* must be submitted on the District’s system of record at least three (3) days in advance, except in case of emergencies. In the case of a request that is four (4) days or longer, the request must be submitted at least thirty (30) days in advance, except in cases of emergencies. A paid day* off shall not be granted for the first ten (10) days or the last five (5) days of the school year, except for an emergency. Up to two (2) support staff members in a group (paraprofessional, administrative assistant, and

food service) in a building may be absent for paid time off on any given day, except buildings with seven (7) or fewer support staff members in a group where the limit will be one (1) or except in the case of emergency.

- 8.3.2.** An employee may accumulate up to six (6) paid time off days*. Employees may carry over a maximum of four (4) paid time off days* from one year to the next.

8.4. PERSONAL LEAVE 12 MONTH EMPLOYEES

- 8.4.1.** All employees may be granted leave of two (2) days* per year, non-accumulative and not to be deducted from sick pay for situations that arise requiring the employees personal attention which cannot be attended to when school is not in session and which are not covered under other provisions of this Agreement. Employees will not be required to provide an explanation on the personal day request. Days* taken beyond the maximum of two (2) days* per year, will be deducted from the employee's pay. Personal leave may be taken in amounts of no less than half day* increments for employees working less than twenty (20) hours per week, and in amounts of no less than quarter-day* increments for employees working twenty (20) hours or more per week. All personal leave must be taken in a minimum of fifteen (15) minute increments.

8.4.2. Notice

Notice for personal days must be made in the District's employee electronic system of record to the supervisor for approval at least three (3) days in advance, except in cases of emergencies. All approvals are subject to review and approval by the Superintendent or his/her designee.

- 8.4.3.** A personal leave day* shall not be granted for the first ten (10) days or the last five (5) days of the school year, except for an emergency.

8.5. CHILDCARE LEAVE

An employee shall be granted childcare leave pursuant to applicable law.

8.6. WORKERS COMPENSATION INJURY LEAVE

- 8.6.1.** Upon the request of an employee who is absent from work as a result of a compensable injury under the provisions of the worker's compensation act, the school district will pay the difference between the compensation received pursuant to the worker's compensation act by the employee and the employee's regular rate of pay to the extent of the employee's accumulated sick leave and/or vacation pay.

- 8.6.2.** A deduction shall be made from the employee's accumulated sick leave and/or vacation time according to the prorate portions of the days of sick leave or vacation time which is used to supplement worker's compensation.

- 8.6.3.** Such payment shall be paid by the school district to the employee only during the period of disability.

- 8.6.4.** In no event shall the additional compensation paid to the employee by virtue of sick leave, holiday or vacation pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

8.6.5. An employee who is absent from work as a result of an injury compensable under worker's compensation act who elects to receive sick leave or vacation pay pursuant to this policy shall show his/her worker's compensation check to the school district prior to receiving payment from the school district for his/her absence.

8.7. JURY DUTY LEAVE

Pay will not be deducted for employees if required to serve on jury duty. Per diem pay for serving on jury duty shall be remitted to the district.

8.8. VACATIONS

8.8.1. Twelve (12) Month Employees

All twelve (12) month permanent employees, not otherwise employed in a position that is classified as temporary or seasonal employment (i.e. summer or substitutes), shall earn vacation leave at the rate of .8333 days* for each month of service in the employ of the school district on a prorated basis through the first complete year of employment.

Each employee who is employed for more than twelve (12) months will be granted vacation time on the following basis:

YEARS OF CONSECUTIVE EMPLOYMENT IN DISTRICT 885 SCHOOLS:

| | | | |
|-------------|----------|----------------|----------|
| Six Months | 5 Days* | Thirteen Years | 19 Days* |
| One Year | 11 Days* | Fifteen Years | 20 Days* |
| Three Years | 13 Days* | Eighteen Years | 23 Days* |
| Five Years | 15 Days* | Twenty Years | 25 Days* |
| Ten Years | 18 Days* | | |

New employees, after completing a 6-month period, will have access to five (5) days vacation.

Any employee who takes a 12-month position, having been previously employed by the school district in a less than 12-month position, will be credited for years of service for vacation purposes by determining the total number of months the employee has been worked and dividing by 12.

8.8.2. Non-Accumulation

Vacations shall not be accumulated from year to year.

8.8.3. Scheduling

Employees shall be given every reasonable and practical choice of vacation periods possible. Those with greater seniority shall be given preference. Vacations are to be scheduled subject to the district's operational needs as determined by school district administration and the scheduling will take into account the amount of notice the employee has given in making the vacation request. Employees generally must submit vacation requests with a minimum of two (2) weeks' notice. Requests by Kids Play staff for vacations during the summer generally must be submitted by May 15 each year to allow for scheduling. Vacations generally will not be granted during the first week of summer, final week of the summer and first week of the school year.

8.8.4. Duration

Vacations shall ordinarily be scheduled on a calendar week basis starting with Sunday. Vacations shall ordinarily not be scheduled for a period of less than one-half (1/2) day.* All vacation of less than a whole day* must be taken in minimum increments of fifteen (15) minutes.

8.8.5. Vacation During Holidays

When a holiday listed in this agreement falls within an employee's paid vacation period the holiday will not be counted as a vacation day and will not be deducted from the employee's vacation accumulation.

8.9. HOLIDAYS

There shall be paid holidays for all employees covered under this Agreement on a prorated basis.

8.9.1. Dates

The following days will be observed as holidays:

| | | | |
|-------------------|---------------|-------------------|------------------------|
| Independence Day | Labor Day | Thanksgiving Day | Day after Thanksgiving |
| Christmas Eve Day | Christmas Day | New Years Eve Day | New Years Day |
| Good Friday | Memorial Day | | |

8.9.2. Eligibility

The Independence Day holiday is observed as a paid holiday for 12 month employees only.

8.9.3. Holiday Pay

Overtime pay shall be paid for employees who are called upon to work on a holiday for the number of hours worked plus holiday pay, excluding building checks.

9. HOURS OF SERVICE

9.1. WORK WEEK

The basic work day for full-time employees shall be eight and one-half (8 1/2) hours per day, including a thirty (30)-minute unpaid lunch period. The basic work week shall be five (5) consecutive days per week, unless mutually agreed to by the employee and the school district.

A four (4) ten hour work day week may be scheduled during the summer at school buildings where sufficient staff is available to cover building activities and the needs of the staff and building schedule can be met

- 9.1.1.** The Administrative Assistant in the main offices of each school, high school guidance, curriculum and other departments as the need arises shall be considered twelve (12) month employees of the district.
- 9.1.2.** For the purposes of the summer workload, in order to meet the needs of the district's increased summer workload, enrollments, community requests and the needs of the departments, Administrative Assistants will work an average of thirty (30) hours per week during the summer.
- 9.1.3.** Print Shop Operator:
The parties agree that the print shop operator is not a 12-month position and the work year for a full-time employee in this role is 186 days plus up to thirty (30) additional days either before or after the school year. Requests for time off for this position will be approved when reasonable and are subject to mutual agreement between the employee and the District. The parties acknowledge the employee will not request time off five (5) work days immediately before and ten (10) work days after Labor Day.

9.2. MEAL PERIODS

Each eight (8)-hour employee shall normally receive a thirty (30)-minute duty-free unpaid meal period near the midpoint of each work shift. Each employee who works at least six (6) hours per day but less than eight (8) hours per day shall normally receive a thirty (30)-minute duty-free unpaid meal period near the midpoint of each work shift, except that if taking the meal period would result in less actual daily pay for the employee, the employee may choose whether to take a thirty (30)-minute duty-free unpaid lunch period, provided adequate coverage can be found for the employee's position while the employee is at lunch. An employee on a duty-free lunch may use that time as the employee chooses, including activities off of school grounds. Employees who are required to remain in a duty status or who are assigned to perform work during meal periods shall be paid for such time. An employee's lunch period may be extended up to an additional thirty (30) minutes upon mutual agreement of the employee and supervisor. The employee and supervisor shall schedule the lunch period in conjunction with the operational needs of the school district.

9.3. REST BREAKS

Each employee shall normally receive a fifteen (15)-minute paid rest period during each four (4) hours of work. An employee may be required to work through a rest period in unusual circumstances. The employee and supervisor shall schedule the rest period(s) in conjunction with the operational needs of the school district. The rest period may not be accumulated nor taken at the beginning or end of the day. Breaks will not be scheduled in the first or last thirty minutes of any worker's day.

9.4. NOTICE OF WORK YEAR

The individual employee's daily work program including starting and quitting time will be guided by the needs for best operation of the school building as determined by the superintendent of schools. The district will have job descriptions that will designate employee's work schedule for the school year.

9.4.1. The School District has the responsibility to staff the district to meet its operational needs. Based on this responsibility, the district has the right to establish the workweek and work hours of each district position.

9.4.2. After the annual school calendar is set by the Board, if the School District changes a non-duty day to a duty day, the School District will work with the employee to minimize the impact the change has on the employee's personal commitments and responsibilities. This does not include school closures by the School District administration or the addition of student contact days as a result of previous school closures.

9.5. TIME OFF PROVISIONS

A public employer must afford reasonable time off to elected officers or appointed representatives of the Exclusive Representative and must upon request provide for leaves of absence to elected or appointed officials of the Exclusive Representative.

9.6. INCLEMENT WEATHER DAYS

Employees who report to work prior to the closing of school because of inclement weather shall receive a minimum of two (2) hours pay. In the event that school is closed for any reason and the employees are not required to perform services, the employee's compensation shall be reduced accordingly. Each employee may choose to receive full pay for 2 inclement weather days by initially using one personal leave, paid-time-off (PTO) or vacation day- at the employee's option- on the 1st day of any inclement weather closing.¹¹ On the second inclement weather day and any inclement weather day thereafter during a school year, each employee may apply accrued sick leave followed by other forms of accrued paid leave if necessary. If an employee is not informed one (1) hour in advance of starting time and reports to work, he/she shall receive compensation for two (2) hours of employment. Duties may be assigned during the two (2) hours. Kids Play staff may be required to work on inclement weather days to accommodate the children.

¹¹ What the employee elects to do for time off on day one does not impact their right to access sick time on day 2 with reference to Section 9.6 only.

10. GRIEVANCE PROCEDURE

10.1. GRIEVANCE INFORMATION

A grievance shall mean an allegation by an employee of the appropriate unit or Local 284 on behalf of an employee, resulting in a disagreement regarding the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement. Pursuant to MS 179A.20, subd 4, a written disciplinary action shall constitute a grievance which may be submitted to the grievance procedure.

10.2. REPRESENTATIVE

The employee, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act on his or her behalf.

10.3. DEFINITIONS AND INTERPRETATIONS

10.3.1. Extensions

Time limits specified in this Agreement may be extended by mutual agreement.

10.3.2. Days

Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all not designated as holidays or weekend days.

10.3.3. Computation of Time

In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default shall be included in the designated period of time.

10.3.4. Filing and Postmarking

The filing or service of any notice or document herein shall be timely if it bears postmark of the United States mail within the time period or the notice or document is personally filed with the appropriate party (Level 1:Supervisor -Principal or Director, Level 2: Superintendent of Schools, or Level 3:Director of Administrative Services as School Board designee) and includes the date and signature of both the employee/union steward and appropriate party at the time of hand delivery. Email is not considered sufficient filing or service of any notice or document herein.

10.4. NOTIFICATION AND TIME LIMITATION

Grievances shall not be valid for consideration unless the grievance is submitted in writing to the employee's supervisor setting forth the facts, the specific provision of the Agreement allegedly violated, and the particular relief sought within twenty (20) days after the date of the event giving rise to the grievance occurred, or within twenty (20) days after the employee should reasonably have known the event to occur. If the grievance is within the Community Education program, a copy of the grievance shall be sent to the Community Education Director.

10.4.1. Waiver

Failure of the aggrieved party to file a grievance within such period shall be deemed a waiver thereof. Failure of the aggrieved party to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. Failure of the School District to respond within the time periods shall constitute a denial of the grievance and the employee may appeal to the next level.

10.5. ADJUSTMENT OF GRIEVANCE

An effort shall first be made to adjust a grievance informally between the employee and the supervisor. The School District and the Exclusive Representative shall attempt to adjust all grievances which may arise during the course of employment of any employee within the District in the following manner.

10.5.1. Level 1

If the grievance is not resolved through informal discussions, the supervisor or Director of Administrative Services shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

10.5.2. Level 2

In the event the grievance is not resolved in Level 1, the decision rendered may be appealed to the superintendent of schools, provided such appeal is made in writing within five (5) days after receipt of the decision in Level 1. 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 five (5) days after receipt of the appeal. Within ten (10) days after the meeting, the superintendent or his/her designee shall issue a decision in writing to the parties involved.

10.5.3. Level 3

In the event the grievance is not resolved in Level 2, the decision may be appealed to the School Board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level 2. Upon receipt of appeal, the School Board shall set a time to hear the grievance, and such hearing shall be made within twenty (20) days after receipt of the appeal. Within ten (10) 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 the School Board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.

10.5.4. Level 4

A petition for mediation of the grievance may be filed with the State of Minnesota Bureau of Mediation Services to attempt to adjust the matter between the parties involved if the parties mutually agree to submit the matter to mediation. If the mediator cannot resolve the dispute within a reasonable time, he or she, in good judgment shall declare an impasse. If an impasse has been declared, the dispute may then be appealed to Level 5 as herein provided.

10.5.5. Level 5

In the event that all steps of the grievance have been followed, and the parties are unable to resolve the issue, the grievance may be submitted to arbitration as defined herein.

10.5.5.1. Request

A request to submit a grievance to arbitration must be in writing and signed by the grievant, and such request must be filed in the office of the superintendent within ten (10) days following the decision in Level 3, or in the case where mediation has been employed, within ten (10) days following the completion of mediation.

10.5.5.2. Prior Procedure Required

No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

10.5.5.3. Selection of an Arbitrator

Upon the proper submission of a grievance under the terms of this Agreement, the parties shall, within ten (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 a list of arbitrators from which the parties shall select an arbitrator, providing such request is made within twenty (20) days after the request for arbitration. Failure to agree upon an arbitrator or the failure to request a list of arbitrators from the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

10.5.5.4. Hearing

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

10.5.5.5. Decision

The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in PELRA. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

10.5.5.6. 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 the 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. However, the party ordering a copy of such transcript shall pay for such a copy.

10.5.5.7. Election of Remedies and Waiver

A party instituting any action, proceeding, or complaint in a federal or state court of law or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive the right to initiate a grievance pursuant to this Article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in the Agreement or to enforce the award of an arbitrator.

11. PROBATION, DISMISSAL / PROGRESSIVE DISCIPLINE, AND LAYOFFS

11.1. PROBATION

All newly employed employees shall be on probation for a period of one (1) calendar year. For the purposes of this section only, the school district will consider anyone released during the probationary period and subsequently rehired within one (1) calendar year into the same job classification (i.e. paraprofessionals, clerical, or food service) as continuous service for the purposes of determining whether the one-year probationary period has been satisfied. In addition, upon rehire the previously released probationary employee would assume their original hire date for purposes of determining seniority.

Continued employment during this period shall be vested solely in the School Board. All employees shall have a scheduled evaluation at one hundred eighty (180) days of employment. An evaluation may be scheduled earlier if necessary.

Subsequent to that period, the employee shall attain permanent status subject to the following:

11.2. DISMISSAL / PROGRESSIVE DISCIPLINE

Employees who have completed their probationary period may be dismissed only for just cause. The School District shall have the right to impose discipline on its employees for just cause. Disciplinary action will normally take the following course: 1) oral reprimand, 2) written reprimand, 3) suspension with pay, 4) suspension without payment 5) discharge. However, the School District reserves the right to impose discipline at any level as determined by the School District based upon the circumstances surrounding the action. An oral or written reprimand may be grieved up to Level 3 of the grievance procedure but may not be carried to arbitration.

11.3. LAYOFFS, RECALL, AND REDUCTIONS

Inasmuch as summer vacation oftentimes does not warrant continuous twelve (12) month employment for all employees, the School District and the Exclusive Representative recognize the need for a summer leave of absence. The employees who shall be granted the summer leave of absence shall be those with the least continuous service in their classification.

11.3.1. Recognition of Groups

In the case of reduction of hours or layoff / recall the following groups shall be recognized:

1. Administrative Assistant
2. Paraprofessional
3. Food Service

The district and the Union recognize that all hours cut from the above groups shall be from the employees with the least seniority.

11.3.2. Bumping

If the situation arises due to layoffs or reductions employees with the following normal daily work hours whose job is being reduced as indicated:

- 4 hours or less work day, any reduction in hours
- Greater than 4 hours work day, reduction of more than 30 minutes per day shall be able to bump in the following manner:
 - a. Within their group, or within a previous group if employee held a position in that group.

- b. For the purposes of layoff, recall and reductions, seniority shall be defined as the day an employee began a permanent position within the district. Employees with the least continuous service shall be laid off first.
- c. No more than one hour may be gained in day length for any employee bumping into a position held by a less senior person.
- d. From the bottom of the seniority list up, per group, bumping the lowest person who keeps the employee whole, according to (c.) above.
- e. In no instance shall an employee bump a more senior person.
- f. In order for an employee to bump another employee, they must meet the qualifications of the position.
- g. In no instance shall an employee bump into a higher pay scale than that which they are currently in.

11.3.3. Recall

Recall of employees on layoff shall follow the same principles as bumping; the most senior employee within a group shall be recalled to the first opening available that is equal or greater to the position they previously held. No employee shall be obligated to return to a position that does not return them to the hours of the position they previously held. An employee shall be eligible for recall for a period of eighteen (18) months, or until they accept a new position. If notified of an open position, an employee on layoff shall notify the School District in writing of their intent to accept the position within five (5) working days. Any employee who is recalled to a position which returns them to full employment and who refuses the position voluntarily terminates their employment with the School District.

11.3.4. Early Childhood Family Education (ECFE)/Bright Beginnings (BB) Reductions

For the purposes of Section 11.3.4, the terms “Bright Beginnings,” also referred to as “BB,” and School Readiness or other similar terms as referenced in state statute or used interchangeably and refer to the same District Program.

ECFE/BB paraprofessional assignments may change based on demand throughout the school year.

When reductions occur due to low enrollment for a particular class/session there will be no bumping. This language does not apply to permanent reductions.

Any additional/new hours added will be offered first to ECFE/BB paraprofessional staff that is available, with reasonable efforts made at rotating any additional hours between existing ECFE/BB staff to maintain a paraprofessional’s weekly hours.

If a position in ECFE/BB is opened up due to a resignation, the hours will be offered within the group of ECFE/BB paraprofessional based on availability. In the event that two or more ECFE/BB paraprofessionals are available, seniority will determine who receives the hours or position. No ECFE/BB paraprofessional will be permitted to assume additional hours if it would increase their hours beyond 40 hours per week.

In the absence of any interest to additional/new hours by anyone in the group of ECFE/BB paraprofessionals, the posting provisions cited in Section 13.2 may be altered based on administrative necessity to ensure coverage for a specific class.

11.3.5. Special Education Transportation Paraprofessional

The provisions listed only apply to special education transportation paraprofessionals.

If work schedules change due to students' needs from July 1st through October 31st, resulting in an overall weekly reduction of two hours or less for any individual special education transportation paraprofessional, the bumping provisions outlined in Section 11.3.2 shall not be applicable.

The District may add two (2) hours or less to an individual special education transportation paraprofessional's existing weekly work schedule, pursuant to mutual agreement between the individual special education transportation paraprofessional and the District about the additional hours, without having to post or re-open the position.

When bus route reductions occur due to student needs, there will be no bumping until the next school year.

When the route is reinstated from November 1st through June 30th, the paraprofessional that was originally assigned to those hours will be reinstated to that position/additional hours.

Any additional/new hours for special educational paraprofessionals will be offered first to Special Education Paraprofessional staff assigned to transportation routes that are available during that time by order of seniority.

If a Special Education Paraprofessional position relating to transportation routes is opened up due to a resignation, the hours will be offered within the group of Special Education Paraprofessionals serving on transportation routes based on seniority, if all hours can be reassigned to current staff or a viable position to post and fill remains. No Special Education Paraprofessional will be permitted to assume additional hours if it would increase their hours beyond 40 hours per week.

District administration may work with its special education transportation paraprofessional staff on as-needed basis, for a period of ten (10) work days, by mutual agreement between the District and paraprofessional, to meet immediate short-term educational or student needs while operating in good faith to fulfill the provisions of this section.

For special education transportation paraprofessionals assigned to a bus route that is otherwise canceled in its entirety due to a student absence and the paraprofessional is otherwise prepared to work, the paraprofessional will be paid a minimum of one (1) hour. Paraprofessionals may be administratively reassigned for any scheduled hours, in which case if the paraprofessional refuses reassignment the one (1) hour minimum does not apply.

12. RETIREMENT AND RESIGNATION

- 12.1.** Two (2) weeks' notice shall be required of an employee if he/she wishes to resign in good standing.
- 12.2.** Two (2) weeks' notice shall be given to an employee if he/she is to be laid off.
- 12.3.** Employees shall give the school district thirty (30) days' notice of their retirement.
- 12.4.** If proper notification is given for resignation or retirement, accrued vacation pay will be granted.

13. MISCELLANEOUS

13.1. PHYSICAL EXAMINATIONS

Physicals, x-rays, or Mantoux Tests as required will be given at the expense of the school district.

13.2. VACANCIES

A copy of each new posting for position or vacancies shall be sent via email to all support staff. New positions or vacancies of more than thirty (30) days duration will be posted for a period of five (5) days and all qualified internal applicants, who are covered under the support staff contract, who apply will be interviewed except when the applicant was interviewed by the same panel for a similar position within the prior six weeks. The posting shall clearly state the necessary qualifications for the position. Selection of an applicant to fill a posted vacancy shall be made from among eligible applicants in order of classification seniority if any; provided however, the senior applicant's ability and capacity to perform the job are relatively equal to that of other bidders. Applicants for posted positions must submit their bid to the proper office in writing or by electronic submission. Final decision, however, for employment advancement, transfer, or promotion will be made by the employer.

13.2.1. As it applies to positions within the Food Service department or classification, a “new posting for position or vacancies” as referenced in this section shall be defined as any position in which the hours per day is more than one (1) hour and fifteen (15) minutes. This total for a new position will reflect the cumulative addition of hours per day to any specific position over the prior twelve (12) months.

13.2.2. For the purposes of Section 13.2, and as it applies to all positions covered by this contract that are not within the Food Service Department, a “new posting for position or vacancies” as referenced in this section shall be defined as any position in which the addition of the hours per day is 1) more than one (1) hour and fifteen (15) minutes or 2) more than one-third of the daily hours allocated for the position, whatever language is applicable.

13.2.3. The parties agree that the two positions of Special Services Coordinator and Technician are exempt from the provisions of Section 13.2.

13.3. SAFETY

All regulations and laws of the State of Minnesota and OSHA governing the safety of employees and building occupants shall be complied with by the employer and employees.

13.4. REQUIRED TRAINING AND CERTIFICATION

Employees are expected to obtain required minimum licensure or certification as stated by the School district, as a condition for continued employment. The School District will reimburse employees for training courses, license exams and renewal fees required by the School District to maintain the minimum standards required of the position.

13.4.1. ESEA AND NCLB

Federal legislation under the Elementary and Secondary Education Act (ESEA) of 2002 and the requirement of No Child Left Behind (NCLB) have created the requirement of “highly qualified personnel standards”. The Union and the School district recognize that this legislation impacts the hiring qualifications for paraprofessionals.

The provisions of this section shall be applied only to those paraprofessionals required by law to meet the standard of “highly qualified personnel”. The school District will accept one of the following:

- AA degree or higher.
- 60 semester credits in a post-secondary education in a related field.
- State approved portfolio
- State approved local assessment or Para Pro Test.

Upon passing the test approved by the State of Minnesota the District shall pay the employees’ cost. The District will provide unpaid, voluntary training at no cost to those paraprofessionals opting for the portfolio method of meeting the standard under the guidelines established by the State of Minnesota.

Current paraprofessionals working in areas not currently mandated by law may voluntarily attend any training sessions for certification.

14. DURATION

14.1. TERM AND REOPENING NEGOTIATIONS

This Agreement shall remain in full force and effect for a period commencing on July 1, 2022, through June 30, 2024, and thereafter, until modifications are made pursuant to the PELRA, 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 ninety (90) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

14.2. EFFECT

This Agreement constitutes the full and complete Agreement between the School Board and the Exclusive Representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements inconsistent with these provisions.

Appendix A. WAGES

A.1 BASIC WAGE MATRIX, OVERRIDES, AND LONGEVITY PAY

| GROUP – PARAPROFESSIONALS | | | |
|---|-----------|---|-----------|
| TEACHER, MEDIA, EARLY CHILDHOOD FAMILY EDUCATION (ECFE), KIDS PLAY, SCHOOL READINESS (BRIGHT BEGINNINGS) PARAPROFESSIONALS | | | |
| | 2022-2023 | | 2023-2024 |
| Step 1 | \$13.18 | 1 | \$17.67 |
| Step 2 | \$14.02 | 2 | \$18.13 |
| Step 3 | \$15.17 | 3 | \$18.59 |
| Step 4 | \$17.40 | 4 | \$20.12 |
| Step 5 | \$18.56 | | |
| SPECIAL EDUCATION, ENGLISH LANGUAGE LEARNERS (ELL), RESPONSE, PLANNING ROOM, WATER SAFETY INSTRUCTOR (WSI) PARAPROFESSIONALS, Kids Play High Needs Paraprofessional | | | |
| Step 1 | \$15.11 | 1 | \$19.84 |
| Step 2 | \$16.04 | 2 | \$20.30 |
| Step 3 | \$17.29 | 3 | \$20.76 |
| Step 4 | \$19.55 | 4 | \$22.29 |
| Step 5 | \$20.73 | | |
| HEALTH PARAPROFESSIONALS | | | |
| Step 1 | \$15.65 | 1 | \$20.35 |
| Step 2 | \$16.55 | 2 | \$20.81 |
| Step 3 | \$17.77 | 3 | \$21.27 |
| Step 4 | \$20.05 | 4 | \$22.80 |
| Step 5 | \$21.25 | | |
| OVERRIDES | | | |
| | 2022 2023 | | 2023 2024 |
| Health Paraprofessionals with Licensed Practical Nurse (LPN) or Registered Nurse (RN) Licensure or Medical Assistant (MA) ¹² | \$1.00 | | \$1.00 |
| Media Para with 50% of day or greater providing tech support, as determined jointly by technology director and building principal at the start of the school year. | \$0.65 | | \$0.65 |
| Albertville Primary Media Para | \$0.90 | | \$0.90 |
| Brailist Paraprofessional | \$1.00 | | \$1.50 |

Less than 12 months Stability Pay¹³ After 15 years
 for employees eligible for 3 weeks stability pay
 on or before July 1, 2012

2022-2023 **2023-2024**
 3 weeks pay N/A

“Weeks pay” will mean the employees regularly scheduled weeks pay.

Less than 12 months and not eligible for stability pay, longevity pay at the following increments:

- After 5 years employment \$0.60 per hour
- After 10 years employment \$1.00 per hour
- After 15 years employment \$1.45 per hour
- After 20 years employment \$1.50 per hour

¹² Effective July 1, 2023. A “Medical Assistant” is someone employed as a health paraprofessional who can provide evidence of a post-secondary non degree certificate that provides evidence of advanced training or an Associate’s degree or diploma. The staff member must provide evidence of this training to HR.

¹³ Stability pay will be phased out completely as of July 1, 2023 and the parties agree to strike all stability pay language at the start of the next contract.

| GROUP - CLERICAL | | | |
|---|------------------|------------------|---------|
| OFFICE PARAPROFESSIONALS | | | |
| | 2022-2023 | 2023-2024 | |
| Step 1 | \$13.93 | 1 | \$18.42 |
| Step 2 | \$14.77 | 2 | \$18.88 |
| Step 3 | \$15.92 | 3 | \$19.34 |
| Step 4 | \$18.20 | 4 | \$20.87 |
| Step 5 | \$19.32 | | |
| PRINT SHOP OPERATOR/ACTIVITY CENTER SUPERVISOR/ DUE PROCESS PARAPROFESSIONALS¹⁴ | | | |
| Step 1 | \$15.11 | 1 | \$19.84 |
| Step 2 | \$16.04 | 2 | \$20.30 |
| Step 3 | \$17.29 | 3 | \$20.76 |
| Step 4 | \$19.55 | 4 | \$22.29 |
| Step 5 | \$20.73 | | |
| ADMINISTRATIVE ASSISTANTS | | | |
| Step 1 | \$17.03 | 1 | \$22.81 |
| Step 2 | \$18.21 | 2 | \$23.27 |
| Step 3 | \$19.87 | 3 | \$23.73 |
| Step 4 | \$22.50 | 4 | \$25.26 |
| Step 5 | \$23.69 | | |
| TECHNICIAN/ AQUATICS COORDINATOR | | | |
| Step 1 | \$22.50 | 1 | \$23.50 |
| Step 2 | \$23.00 | 2 | \$24.00 |
| Step 3 | \$23.50 | 3 | \$24.50 |
| Step 4 | \$24.00 | 4 | \$25.00 |
| Step 5 | \$24.10 | | |
| SPECIAL SERVICES COORDINATOR | | | |
| Step 1 | \$23.00 | 1 | \$24.00 |
| Step 2 | \$23.50 | 2 | \$24.50 |
| Step 3 | \$24.00 | 3 | \$25.00 |
| Step 4 | \$24.00 | 4 | \$25.50 |
| Step 5 | \$24.10 | | |

2022-2023 **2023-2024**
3 weeks pay N/A

Less than 12 months Stability Pay¹⁵ After 15 years
for employees eligible for 3 weeks stability pay
on or before July 1, 2012

“Weeks pay” will mean the employees regularly scheduled weeks pay.

Less than 12 months and not eligible for stability pay, longevity pay at the following increments:

- After 5 years employment \$0.60 per hour
- After 10 years employment \$1.00 per hour
- After 15 years employment \$1.45 per hour
- After 20 years employment \$1.50 per hour

¹⁴ Due process paraprofessionals were previously on the office paraprofessional scale for the 2022-23 school year. Due Process Paraprofessionals will be moved onto the new pay scale with activity center supervisors effective July 1, 2023 and will follow the same step placement rules as outlined in A3 based on their step placement as of June 30, 2023 on the current scale.

¹⁵ Stability Pay will be phased out completely as of July 1, 2023. Any reference to stability pay language will be removed in the next contract.

| GROUP - FOOD SERVICE | | | |
|---|------------------|---|------------------|
| COOKS HELPER / CASHIER | | | |
| | 2022-2023 | | 2023-2024 |
| Step 1 | \$13.18 | 1 | \$17.67 |
| Step 2 | \$14.02 | 2 | \$18.13 |
| Step 3 | \$15.17 | 3 | \$18.59 |
| Step 4 | \$17.40 | 4 | \$20.12 |
| Step 5 | \$18.56 | | |
| SECOND COOKS | | | |
| Step 1 | \$15.11 | 1 | \$19.84 |
| Step 2 | \$16.04 | 2 | \$20.30 |
| Step 3 | \$17.29 | 3 | \$20.76 |
| Step 4 | \$19.55 | 4 | \$22.29 |
| Step 5 | \$20.73 | | |
| KITCHEN MANAGERS | | | |
| Step 1 | \$17.03 | 1 | \$22.81 |
| Step 2 | \$18.21 | 2 | \$23.27 |
| Step 3 | \$19.87 | 3 | \$23.73 |
| Step 4 | \$22.50 | 4 | \$25.26 |
| Step 5 | \$23.69 | | |
| OVERRIDES | | | |
| | 2022-2023 | | 2023-2024 |
| Kitchen Managers buildings at the Middle School level | \$ 0.25 | | \$ 0.25 |
| Kitchen Managers buildings at the High School level | \$ 0.50 | | \$ 0.50 |
| School Nutrition Association (SNA) Level 3 | \$ 0.25 | | \$ 0.25 |
| School Nutrition Association (SNA) Level 4 | \$0.50 | | \$0.50 |

Less than 12 months Stability Pay¹⁶ After 15 years
for employees eligible for 3 weeks stability pay
on or before July 1, 2012

2022-2023 **2023-2024**
3 weeks pay N/A

“Weeks pay” will mean the employees regularly scheduled weeks pay

Less than 12 months and not eligible for stability pay, longevity pay at the following increments:

- After 5 years employment \$0.60 per hour
- After 10 years employment \$1.00 per hour
- After 15 years employment \$1.45 per hour
- After 20 years employment \$1.50 per hour

¹⁶ Stability Pay will be phased out entirely on July 1, 2023. The language referencing stability pay will be removed in the next contract.

ANNIVERSARY OF HIRE DATE FOR LONGEVITY

For the purposes of longevity, employees with hire dates between 7/1 and 12/31 will be considered to have worked one year and will receive their longevity increase on the first 6/30 of their employment. Employees with hire dates between 1/1 and 6/30 will not be considered to have worked one year and will wait for their first year of longevity eligibility on the second 6/30 of their employment.

ANNIVERSARY OF HIRE DATE FOR LEAVE ACCRUAL AND SENIORITY

The actual anniversary of hire date will be used to determine leave accrual (i.e. vacation, sick leave, etc.) and seniority. Sick leave and vacation accrual will be allocated on a monthly basis.

A.2 EXTRA TIME

| All Employee Groups | |
|--|-------------------|
| Emergency call-back | Two (2) hour min. |
| Work for weekends* | \$22.00 per hour* |
| <i>* or 1.5 times the employee's normal hourly rate, whichever is greater.</i> | |

*Food service work for outside of the normal day (reimbursable meals) shall be paid for the work at the weekend rate except for food service work that can be conducted 30 minutes prior to or after the employee's work day for student groups and school sponsored events.

Double time will be paid for work performed on Christmas Eve, Christmas Day, and the Easter weekend consisting of Friday, Saturday, and Sunday. If Christmas Eve or Christmas Day falls on a Friday, Saturday, Sunday or Monday, double time shall be paid for any work performed on those days.

TRAINING/EXTRA TIME– Any training or extra duty outside the employee's regular scheduled day will be paid at \$18.00 an hour. Where training is mandatory, the employee will be paid \$18.00 an hour or their regular wage, whichever is higher.

A.3 STEPS¹⁷

For the 2022-2023 work year, a step will not be awarded to staff.

For the 2023-2024 work year, and as of July 1, 2023, staff will move onto the step that is identified below:

- Staff on step 1 in 2022-2023¹⁸ slide to new step 1 in 2023-24.
- Staff on step 2 in 2022-2023 slide to new step 1 in 2023-24.
- Staff on step 3 in 2022-2023 slide to new step 2 in 2023-24.
- Staff on step 4 in 2022-2023 slide to new step 3 in 2023-24.
- Staff on step 5 in 2022-2023 slide to new step 4 in 2023-24.

¹⁷ Five permanent staff members as designated by the exclusive representative as of the date of ratification will be placed on step 3 on a one-time transitional basis only as of July 1, 2023 based on agreement.

¹⁸ For the purposes of A3, the district will identify the step that the staff member was on as of June 30, 2023. This would be the step the staff member held for the 2022-23 work year. If hired during this year, it would be the step the staff member holds as of June 30, 2023.

A.4 2022-2023 SERVICE AND LONGEVITY STIPENDS

1. Staff need to be permanently employed at 14 or more hours per week in one or more support staff positions as of January 1, 2023¹⁹; and
2. Staff have to be permanently employed by the school district at the time of ratification to be eligible²⁰; and
3. Staff must have worked 162 out of 171 student contact days (the initial two snow day cancellations would not count in school-year positions, or 235 out of 260 days for year-round positions to be eligible. The use of PTO, vacation, personal time, spring break time and the use of accrued sick time will count as days worked for the purposes of this provision; and
4. A full-time 1.0 FTE, for the purposes of this stipend, is defined as a staff member permanently scheduled to work 40 hours a week for the entirety of the school year. Staff working less than 1.0 FTE will be paid pro rata²¹. The district will review the employee's permanent schedule as of the date of ratification and retroactively apply, pro rata, any board approved permanent changes retroactive to July 1, 2022 if applicable; and
5. Full stipends of no more than \$3000.00 for a 1.0 FTE will be awarded to staff continuously employed by the school district for five (5) years or more as of July 1, 2022. Stipends for staff continuously employed by the school district for less than five (5) years but more than three (3) years as of July 1, 2022 will be no more than \$2000.00. Stipends for staff continuously employed by the school district for less than three (3) years as of July 1, 2022 will be no more than \$1500.00; and
6. Seasonal or temporary positions and positions that are not eligible under the applicable contract will not be paid a stipend. Summer or seasonal employment does not count towards the FTE calculation; and
7. Staff who have worked more than 10 continuous years with the school district who retire at the end of the school year remain eligible for the stipend.
8. Payments will be made on the June 30th check.

A.5 LONGEVITY

Effective July 1, 2023, all staff on the contract become eligible for longevity pay. School-year employees will be eligible for longevity in both years of the contract. School-year employees eligible to move onto or up a longevity increment as of July 1, 2022 will be paid retroactively. The 20-year longevity increment is not retroactive and will be effective as of July 1, 2023.

¹⁹ Staff hired after January 1, 2023 are not eligible for the stipend.

²⁰ Staff who have separated from the district prior to and as of the date of ratification are not eligible for the stipend.

²¹ Staff who joined the school district between July 1, 2022 and December 31, 2023 are eligible for a pro rata part of the stipend based on how much of the work year or school year they have been employed.

Appendix B. PAYROLL PROCEDURES

Section 1. Payroll Procedures: Support staff will be paid their hourly contracted wages bimonthly determined upon the amount of hours they worked indicated on each individual employee's time card.

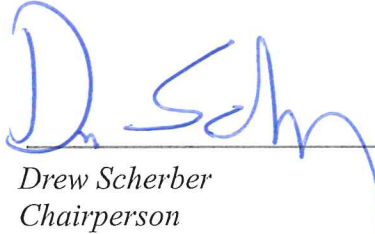
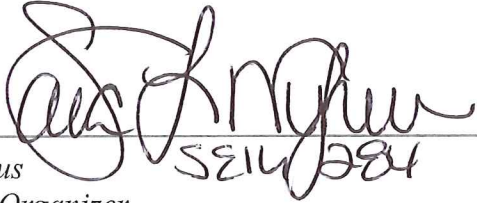
Support staff shall receive payment on the 15th and 30th of each month except when the 15th or 30th falls on a Saturday or Sunday when payment will be made on the preceding Friday. Except where otherwise required by law, the parties agree that in the event of a separation, the school district shall be permitted to pay the employee's wages within the next two payroll dates following the actual date of separation to the extent permitted by law.

SIGNATURE PAGE

IN WITNESS WHEREOF, The parties have executed this Agreement:

**SCHOOL SERVICE EMPLOYEES
SEIU LOCAL 284 AFL - CIO
450 SOUTHVIEW BLVD
S. ST. PAUL, MN 55075**

**ST. MICHAEL-ALBERTVILLE
ISD 885
11343 50th St NE
ALBERTVILLE, MN 55301-9811**



Sara Nyhus
Contract Organizer
SEIU Local 284

Drew Scherber
Chairperson
District 885 School Board

Date: June 5, 2023

Date: 06-05-2023

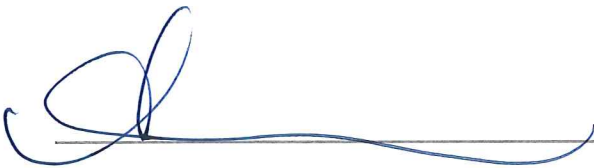


Steward
SEIU Local 284

Holley Saville
Clerk
District 885 School Board

Date: 6-5-2023

Date: 06-05-2023



Steward
SEIU Local 284

Date: _____

MEMORANDUM OF UNDERSTANDING

Between
School Service Employees Local No. 284
And
Independent School District 885
St. Michael-Albertville

This memorandum represents an addendum to the 2022-2024 Master Agreement concerning the use of unpaid leave and all provisions of this memorandum will automatically sunset at the conclusion of the Master Agreement.

The parties acknowledge this issue is not currently reflected in any contract language and does not constitute a benefit of the existing contract. The final decision to grant unpaid leave is at the discretion of the District.

However, to ensure a shared set of mutual expectations regarding the administration of unpaid leave, the parties agree to the following guidelines:

Employees are expected to attend work at scheduled work times absent sickness or extraordinary circumstances. Unpaid leave does not constitute a legal right or represent a contract benefit. Unpaid leave is generally intended to address exceptional or extraordinary employee circumstances. Unpaid leave does not constitute a contract benefit. The District will follow all applicable state and federal laws regarding the administration or accessibility of unpaid leave.

In evaluating whether to grant an unpaid leave request, the District will consider the following:

- The employee must provide sixty (60) calendar days written notice (email is acceptable);
- The District will not grant unpaid leave to an employee who has worked with the District for less than one complete school year;
- The District will not grant more than five (5) days of unpaid leave for an employee in any two-year period;
- An employee generally may make one unpaid leave request every two (2) school years;
- The District will not grant unpaid leave until the employee has used all available and applicable paid time off (i.e. vacation, sick time, personal time, paid-time off); and
- A typical request is generally no longer than one to two work days. The District will only consider requests of up to a maximum of five (5) continuous work days per school year- (Note: This guideline is not to be construed by the parties as representing an employee will automatically be granted five work days of unpaid leave per school year/request).

The final decision to grant unpaid leave is at the discretion of the District. The decision to grant unpaid leave, or the actual length of granted unpaid leave, is based on an evaluation of several factors including, but not limited to: 1) impact on students; 2) impact on student learning or the learning environment; 3) impact on the relative workload of other employees; 4) total number of requests in a similar building or category of employee on the same date(s); 5) availability of qualified substitutes; and 6) whether there are exceptional or extraordinary circumstances outside of the immediate control of the employee.

The District may elect to grant up to four work weeks and/or thirty (30) calendar days of unpaid leave in any circumstance- particularly under circumstances where an employee can demonstrate exceptional or extraordinary circumstances beyond the immediate control of the employee (including, but not limited to, illness or family emergency).

USE OF EXTENDED UNPAID LEAVE FOR MEDICAL PURPOSES

In any instance where a permanent employee who is scheduled to work at least 20 hours or more per week, and who has worked for the District for more than one calendar year makes a request for unpaid leave that exceeds four work weeks and/or 30 calendar days; and

the employee has used all available forms of paid leave in which the employee is otherwise eligible including sick, personal, and/or vacation; and

the employee has utilized all eligible rights to reinstatement available under federal or state law including the Federal Medical Leave Act (FMLA); and

the employee is requesting unpaid leave under a significant or serious medical condition that would otherwise qualify for eligibility under FMLA; and

the District will extend up to a total of six (6) months or ninety (90) work days of unpaid leave, whatever is less, per twelve (12) month calendar period, upon the submission of a written leave request and approval by the School Board; and

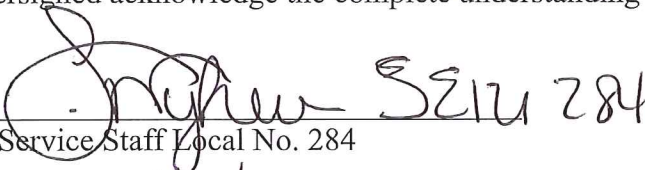
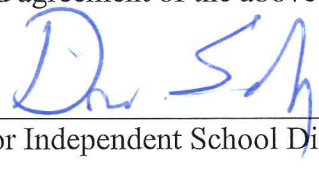
In the event that the District extends an assignment for the purpose of covering an extended unpaid leave of any duration under this Memorandum, the parties agree that the covering assignment is temporary and that the assigned employee will revert back to his or her previously designated job classification, wage, step, and other applicable overrides as existed for the replacing employee at the start of the assignment.

This Memorandum concerning unpaid leave does not affect any other provisions of the Master Agreement, including eligibility for District benefits. The District may require the employee to provide supporting documentation to the extent necessary to determine eligibility.

The parties acknowledge this Memorandum concerning unpaid leave has intentionally not been incorporated into the 2022-2024 Master Agreement and that this Memorandum will sunset, in its entirety, upon June 30, 2024.

The parties further agree that the provisions of this Memorandum does not constitute a past precedent or employee practice for litigation purposes to the extent otherwise permitted by law.

The undersigned acknowledge the complete understanding and agreement of the above issue.

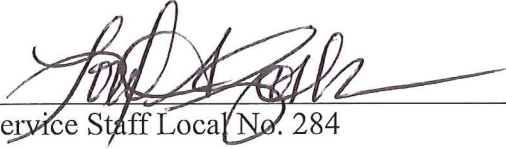
For Service Staff Local No. 284 For Independent School District 885

6/5/23

Date

06.05.2023

Date



For Service Staff Local No. 284
6.5.2023

Date