



ROBBINSDALE Area Schools

Individual focus. Infinite potential.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

Independent School District #281
Robbinsdale Area Schools
Hennepin County, Minnesota

and

American Federation of State, County and Municipal Employees
(AFSCME)
Council 5, Local 499

2023-2024

AND

2024-2025

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PREAMBLE

The School Board and AFSCME Council 5, Local 499, recognize that they have a common responsibility beyond their collective bargaining relationship. Each will strive to achieve quality long-term educational goals and programs through the establishment of mutually accepted channels of communication. It is hoped that this joint effort will contribute in significant measure to the advancement of public education in District 281.

AGREEMENT

This Agreement entered into between the School Board of Independent School District 281 , Hennepin County, Minnesota, hereinafter referred to as the School Board, and the AFSCME Council 5, Local 499, hereinafter referred to as Local 499, is pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the PEI-RA of 1971, as amended, to provide the terms and conditions of employment for the clerical staff throughout the duration of this Agreement.

RECOGNITION

In accordance with the PEI-RA of 1971, as amended, the School Board recognizes AFSCME Council 5, Local 499, as the exclusive representative of office employees employed by this School Board. Local 499 shall represent all the office employees of the district as defined in this Agreement and in said Act.

ARTICLE I - DEFINITIONS

- 1-1 Terms and Conditions of Employment:** This shall mean the hours of employment, the compensation, including fringe benefits, and economic aspects relating to employment. The terms shall not include retirement contributions or benefits. "Terms and Conditions of Employment" is subject to M.S. 179A.07.
- 1-2 Appropriate Unit:** For the purpose of the Agreement, the term Office Employees shall mean all persons employed by the School Board as clerical employees excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose service does not exceed 14 hours per week or 35 percent of the normal work week, employees who hold positions of a temporary or seasonal character for a period not in excess of sixty-seven (67) working days in any calendar year and emergency employees.
- 1-3 Office Employees:** This shall mean all persons employed and categorized as office employees by the School Board. The Board recognizes four categories of office employees with subcategories in Category II and III based on the specific assignment.
- 1-3-1 Category I** - Positions classified as Category I perform basic, clerical support functions for educational or administrative services.
- 1-3-2 Category II** - Positions Classified as Category II assume greater responsibility for the smooth operation of clerical support functions. Category II positions make decisions within specific parameters of a given program or school.
- Category II-A** Bookkeeper
Category II-B Data Processing
Category II-C Clerical Generalist
- 1-3-3 Category III** — Positions classified as Category III are responsible for the smooth operation of clerical support functions and managing the office in the absence of the supervisor.
- Category III-A** Elementary School Secretary
Early Childhood Secretary
Category III-B Activities Secretary
- 1-3-4 Category IV** - Positions classified as Category IV require excellent clerical skills, complex problem-solving skills, the ability to manage the office in the absence of the administrator, and some may have supervisory responsibilities.
- 1-4 Full time Employee:** A full time position shall be defined as 1,520 hours or more of scheduled work time per year.
- 1-5 Part-time Employee:** Any employee hired to work on a regularly scheduled basis who does not meet the definition of full-time employee but works more than fourteen (14) hours per week and more than sixty-seven (67) calendar days per year.

ARTICLE II - SCHOOL BOARD RIGHTS

- 2-1 Inherent Managerial Rights:** 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 the selection, direction and number of personnel. Employer rights shall be applied reasonably, uniformly and consistently with this Agreement.
- 2-2 Management Responsibility:** The School Board has the right and obligation to manage efficiently and conduct the operation of the school district within its legal limitations and with its primary obligation educational opportunity for the students of the district.
- 2-3 Effect of Laws, Rules and Regulations:** All covered by this Agreement shall perform the services prescribed by the School Board and governed by the laws Minnesota, federal laws, and by School Board rules, regulations, and directions issued by properly designated school district officials.
- 2-4 Reservation of Board's Rights and Duties:** This Agreement is not intended to abrogate the statutory power of the School Board of the school district to make rules and regulations to manage and to direct all the operations and activities to the full extent authorized by law, relative to anything whatever necessary for the proper establishment, maintenance, and management of the public school system.

ARTICLE III - UNION SECURITY

In recognition of the UNION as the exclusive representative, the EMPLOYER shall:

- 3-1** Deduct each payroll period an amount sufficient to provide the payment of dues established by the UNION from the wages of all employees authorizing such deduction, and,
- 3-2** Remit such deduction to the appropriate designated officer of the UNION at the Council 5 offices.
- 3-3** The UNION may designate certain employees from the bargaining unit to act as stewards and shall inform the EMPLOYER in writing of such choice.
- 3-4** The UNION agrees to indemnify and hold the EMPLOYER harmless against all claims, suits, orders, or judgments brought or issued against Independent School District #281 because of any action taken or not taken by Independent School District #281 under the provisions of this ARTICLE.
- 3-5** Employees shall not be prevented from discussing complaints with their immediate supervisor or processing a grievance on their behalf in accordance with the grievance procedure hereinafter set forth in Article 4.

- 3-6 Official representatives of the Union who have been certified to the employer may come on the work site for the purpose of investigating and presenting grievances. The Union may use the employer's facilities and contact employees for Union business with the prior approval of the employer.
- 3-7 A representative of the union board shall be permitted thirty (30) minutes to meet with new employees of the bargaining unit at scheduled New Employee Orientation conducted by Human Resource (HR).
- 3-8 The union board shall inform all current and new employees about the UNION, membership, dues, purpose, etc. The district shall inform the union of all new employees on a bi-weekly basis.

ARTICLE IV - GRIEVANCE PROCEDURES

- 4-1 **Definition:** A grievance shall mean a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.
- 4-2 **Representative:** Any person or designated agent of the Employer may represent the Administrator or School Board during any step of the grievance procedure. The employee must be represented at all steps of the grievance procedure pursued and shall have the right to be represented by the Union. The Union shall have the exclusive right to process all grievances.
- 4-3 **Extension:** Time limits specified in this Agreement may be extended by mutual agreement.
- 4-4 **Time Limits:** Failure to file a grievance within the time set forth herein shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time hereafter provided shall constitute a waiver of the grievance. In the event the school district fails to respond within the time periods hereafter provided, the Union may consider the grievance denied and appeal the grievance to the next step of the grievance procedure.
- 4-5 **Grievance Steps:**
 - 4-5-1 **Step 1:** All effort shall be made to resolve any conflict by the designated Union representative, with or without the employee with the supervisor or administrator directly involved. The grievance shall be orally presented within twenty-five (25) workdays from the date of the occurrence of the event alleged to be a grievance. All reasonable efforts will be made to avoid carrying over the grievance into another fiscal year. If a satisfactory settlement cannot be reached within five (5) workdays the second step may be initiated within two (2) workdays thereafter.
 - 4-5-2 **Step 2:** If a satisfactory settlement as outlined in Step 1 is not received, the Union will resubmit the grievance in writing on the prescribed form to the

Superintendent, or the Superintendent's representative. Within five workdays after receipt of said written grievance, a meeting shall be scheduled to discuss the allegation with the Union to seek a satisfactory settlement of the grievance. The Superintendent or the Superintendent's representative shall render a decision in writing within ten (10) workdays after the receipt of the grievance. A copy of the decision will be forwarded to the exclusive bargaining agent. If a satisfactory settlement is not reached, the third step may be initiated within five (5) workdays thereafter.

4-5-3 Step 3: If a satisfactory settlement as outlined in the previous level is not received, the Union shall submit their grievances in writing to the School Board. The School Board shall have a hearing and move on the grievances or refer the matter on to the next step within fifteen (15) workdays. In the event the Board does decide to have a hearing, it shall give a fair and impartial hearing to the aggrieved employee and their Union representative, along with the supervisor or administrator. The School Board shall render a written decision within fifteen (15) workdays thereafter. A copy of the decision will be forwarded to the exclusive bargaining agent. If the School Board's decision is not acceptable to the Union involved and the matter pertains to this agreement the matter may proceed to the next step within five (5) workdays thereafter, otherwise the decision of the School Board is final.

4-5-4 Step 4: Within said five (5) workdays, either the Union or the School Board may voluntarily request mediation through the Bureau of Mediation (BMS). The mediation process will not normally last more than one day. Both parties must agree to use this voluntary step, otherwise an unresolved grievance will proceed to Step 5 (e.g., grievances involving possible financial liabilities may not be appropriate for mediation).

4-5-5 Step 5: Within said five (5) workdays, either the Union or the School Board may request arbitration. The parties shall, within ten (10) workdays after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on the arbitrator is reached, either party may request the BMS to appoint an arbitrator, providing such request is made within twenty (20) workdays after request for arbitration. The request shall ask that the appointment be made within thirty (30) workdays after receipt of said request. Failure to agree upon an arbitrator or failure to request an arbitrator from BMS within the time periods provided herein shall constitute a waiver of the grievance. For the purposes of this section, a request to arbitrate shall be made by means of a letter sent via U.S. First Class Mail or as an attachment sent electronically via email.

4-6 Arbitration:

4-6-1 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.

4-6-2 Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions made in cases properly before an arbitrator shall be final and binding upon the parties, subject, however, to the limitations of arbitration decision as provided by in the PEI-RA of 1971.

4-6-3 Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. The parties will share equally fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary for the conduct of e arbitration. The cost of a transcript or recording, if requested, shall be borne by the requesting party.

4-6-4 Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall 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. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the Public School Board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

ARTICLE V - WORKING CONDITIONS

5-1 Required Personnel Information: Each office employee must submit the necessary forms and documentation to comply with existing state and federal mandates and district requirements (including completed application and insurance applications when eligible for such benefits).

Personnel Files: All individual employee evaluations and individual employee files generated within the school district shall be available to the employee during regular school district hours upon the employee's request.

The contents of an employee's personnel file shall be made available within a reasonable length of time to the employee upon request and to the employee's union representative upon written request of the employee.

5-2 Probation:

5-2-1 New Hire Probation: Newly hired employees shall be considered as probationary employees for the first one hundred twenty (120) working days of employment. The employer shall, during the probationary period, communicate with the employee regarding work performance. The employer shall provide the employee with a written evaluation at the end of the probationary period. The employee will be provided the opportunity to respond in writing on the evaluation form.

5-2-2 Transfer/Promotional Probationary Periods:

5-2-2-1 Promotional Probation: An employee selected to fill a vacancy in a higher classification shall be considered as a promotional probationary employee for the first sixty (60) working days that she/he works in the higher classification. The employer shall, during the probationary period, communicate with the employee regarding work performance and shall provide a written evaluation at the end of the probationary period. The employee will be provided the opportunity to respond in writing on the evaluation form. In the event that the employee decides she/he is not compatible with the job, or the employer decides that the employee has not successfully completed the probationary period, the employee shall return to the position held prior to being promoted if that position remains vacant. If the position is no longer vacant, the employee shall be considered on layoff from the position held prior to the promotion provided there is no other vacancy in the same category or subcategory available. At the end of the school year, the employee's bumping rights shall be processed per Section 5-8 of this Agreement. The employee's salary shall be reduced to the step in the category held prior to the promotion.

5-2-2-2 Same Category/Sub-Category Compatibility Period: An employee selected to fill a vacancy in the same Category (Category I or IV), or Sub-Category (Category II or III) shall be considered to be serving a compatibility period for the first sixty (60) working days that she/he works in the new position. The employer shall, during the compatibility period, communicate with the employee regarding work performance and shall provide a written evaluation at the end of the compatibility period. The employee will be provided the opportunity to respond in writing on the evaluation form. In the event that the employee decides she/he is not compatible with the job, or the employer decides that the employee has not successfully completed the compatibility period, the employee shall

return to the position held prior to being transferred if that position remains vacant. If the position is no longer vacant, the employee shall be considered on layoff from the position held prior to the transfer provided there is no other vacancy in the same category or subcategory available. At the end of the school year, the employee's bumping rights shall be processed per Section 5-8 of this Agreement.

5-3 Discipline/Discharge: The employer shall discharge or discipline a permanent employee under this Agreement only for just cause.

5-3-1 Disciplinary Procedure: The following disciplinary actions may be imposed by the District, normally in the following order:

1. Oral reprimand.
2. Written reprimand.
3. Suspension from duty without pay.
4. Demotion in position or discharge from employment.

5-3-2 Appeal Procedure: Disciplinary action within the meaning of this article, excluding oral reprimands, imposed upon an employee who has completed the initial probationary period, may be appealed through the grievance procedure outlined elsewhere in this Agreement. With the concurrence of the Employer, grievances resulting from suspensions, demotions and/or discharges may be initiated at Step 2 of the grievance procedure outlined elsewhere in this Agreement.

5-3-2-1 Initial minor infractions, irregularities, or deficiencies shall first be privately brought to the attention of the employee. If corrected, they shall not be entered into the employee's personnel file. A written record of infractions or disciplinary actions may be entered into the employee's personnel file. All disciplinary entries in the human resources office file shall state corrective action expected of the employee.

If corrected, the employee may request that the written record of infraction or disciplinary action be removed from the employee's personnel file after two (2) years of the date on the record.

5-3-3 Union Representation: An employee who is questioned about an alleged incident that may lead to disciplinary action will be entitled to have a union representative present during the interview. The employee will be informed of this opportunity for representation before the meeting takes place.

5-4 Emergency Closing: When schools are closed due to inclement weather or other unforeseeable circumstances and such closure has been officially promulgated, office employees will not be required to report to their respective buildings. Office employees shall be paid for the above-mentioned days

In some cases, office employees may be requested to report to work in their "respective buildings" In this case, an equal amount of paid time off will be provided to those who report to work. Office employees who work shall be paid at their regular rate for the above-mentioned days.

In the case of school being closed due to extreme cold, office employees will report to work.

The beginning of the workday will be delayed when it is not safe for employees and students to travel at the scheduled start time. The local radio station will announce the time school will begin for students. Office employees shall report to work as soon as they can safely travel and as close to their scheduled start time as possible.

5-5 Holidays: Holidays for office employees who work **260**-days-per-year will include twelve (12) paid holidays as follows: January 1, Martin Luther King holiday, Presidents' Day, Good Friday, the Monday following Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, and Christmas Day.

Holidays for office employees who work **235**-days-per-year will earn eleven (11) paid holidays as follows: Labor Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve Day, Christmas Day, New Year's Day, Martin Luther King holiday, Presidents' Day, Good Friday, the Monday following Easter Sunday, Memorial Day.

Holidays for office employees who work **225**-days-per-year will earn ten and one-half (10 1/2) paid holidays as follows: Labor Day, Thanksgiving Day, Thanksgiving Friday, Martin Luther King holiday, Presidents' Day, Good Friday, the Monday following Easter Sunday, Memorial Day, Christmas Eve Day, Christmas Day, and four hours for New Year's Day.

Holidays for office employees who work **210**-days-per-year will earn ten (10) paid holidays as follows: Labor Day, Thanksgiving Day, Thanksgiving Friday, Martin Luther King holiday, Presidents' Day, Good Friday, the Monday following Easter Sunday, Memorial Day, Christmas Eve Day, and Christmas Day.

Holidays for office employees who work **200**-days-per-year will earn nine and one-half (9 1/2) paid holidays as follows: Labor Day, Thanksgiving Day, Thanksgiving Friday, Christmas Day, Martin Luther King holiday, Presidents' Day, Good Friday, the Monday following Easter Sunday, Memorial Day, and four hours for New Year's Day.

Employees for whom a holiday is a scheduled day of work shall be given an alternate day off with pay.

When a holiday, as designated in this section, falls on a Sunday, the following day (Monday) shall be considered the official holiday, or when a holiday falls on Saturday, the preceding day (Friday) shall be considered the official holiday for employees.

The amount of pay for holidays reflects the employees regularly scheduled daily hours. For example, employees scheduled to work four (4) hours a day will receive holiday pay for them.

Employees will not be paid for holidays when on extended Leaves of Absence such as 6-4, 6-5, 6-6, 6-7, 6-8.

5-5-1 Religious Holidays: Two (2) days may be granted for religious holidays. Written requests for a religious holiday shall be submitted to the Human Resources office beforehand. In the years that it is necessary for some office employees to have three (3) days for religious observances, an additional day may be granted upon application to the human resources office.

5-6 Vacations: Paid vacations for **260**-day-per-year full time office employees will be granted effective the first day of work as an office employee, based on the anniversary date of employment with the district (effective July 1, 2015).

Years 1-4	15 days
Years 5-12	20 days
Years 13-20	25 days
Years 21 plus	28 days

The amount of time per day accrued as vacation equals the employees regularly scheduled daily hours. Vacation accrual for part-time employees will be prorated.

Once approved, vacations shall not be canceled or changed by the employer except under extenuating circumstances.

Vacations are to be scheduled at a time subject to the principal or supervisor's approval.

Vacations requested when school is in session will require administrative approval. The employee with the greatest seniority shall be given the first choice of vacation period in case of conflict.

Vacation time for office employees leaving the District will be computed according to the vacation schedule from date of hire to the day in which employment is terminated.

A total of 240 hours of accumulated vacation may be carried into the next fiscal year (July 1 —June 30). Hours over 240 will be set aside for use between July 1 and September 1. Any set aside hours over 240 as of July 1 will be forfeited if not used by

September 1 of the following fiscal year. Hours accrued from July 1 to September 1 do not count toward this overage.

Employees working less than 52 weeks per year will receive vacation as follows: Paid vacation for **235**-days-per-year full-time office employees will be granted effective the first day of work as an office employee, based on the anniversary date of employment with the district.

Years 1-4	14 days
Years 5-12	19 days
Years 13-20	23 days
Years 21 plus	26 days

Employees working less than 52 weeks per year will receive vacation as follows: Paid vacation for **225**-days-per-year full time office employees will be granted effective the first day of work as an office employee, based on the anniversary date of employment with the district (effective July 1, 2015).

Years 1-4	13 days
Years 5-12	17 days
Years 13-20	21 days
Years 21 plus	25.5 day

Paid vacation for **210**-days-per-year full time office employees will be granted effective the first day of work as an office employee, based on the anniversary date of employment with the district (effective July 1, 2015).

Years 1-4	12 days
Years 5-12	16 days
Years 13-20	19 days
Years 21 plus	23 days

Paid vacation for **200**-days-per-year full time office employees will be granted effective the first day of work as an office employee, based on the anniversary date of employment with the district (effective July 1, 2015).

Years 1-4	12 days
Years 5-12	16 days
Years 13-20	19 days
Years 21 plus	22 days

5-7 Vacancies:

5-7-1 Definitions: Job vacancies shall be defined as a permanent opening in an existing job category or subcategory or the establishment of a new permanent position in the bargaining unit. If a temporary position becomes permanent, it shall be posted and filled pursuant to the terms of this Agreement.

5-7-2 Posting Vacancies: All job vacancies shall be posted for a period of not less than five (5) working days. Job applications must be submitted to the Human Resources office by the close of the posting period. All job vacancy postings shall list the final day to submit applications. All office employees who are not scheduled for work on the date a vacancy is posted, may request a copy of a posting to be mailed. The job posting shall set forth the title, the salary range, nature of the work to be performed in as much detail as possible, the minimum qualifications, the testing which will be given as part of the application process, the category or sub-category, and the last day on which applications will be accepted. Applicants who are current employees will be given a personal interview. The Union shall be notified of the applicant selected to fill the position.

5-7-2-1 Bargaining unit applicants currently filling positions in the same or higher Category are assumed to meet the testing requirements and so do not have to participate in the testing for the vacancy in order to advance as an applicant. Bargaining unit applicants currently filling positions in a lower Category than the vacant position and all external candidates must pass any tests that are given related to the vacancy in order to advance as an applicant.

5-7-3 Filling Vacancies: The filling of vacancies shall be based on the principles of best qualified. The following order of filling vacancies shall apply:

First: Selection shall be made from among applicants within the bargaining unit that have applied for the position regardless of Category or Sub-Category, provided the applicant possesses the qualifications necessary to perform the work required as listed on the job posting. The senior applicant(s) not selected for the position may request, in writing, the reasons for the decision.

Second: Selection shall be made from the employees on the layoff list in the Category (in the case of Category I and IV) or Subcategory (in the case of Category II and III) in which the vacancy exists.

Third: The employer shall be free to hire from the outside.

5-7-3-1 The Employer may temporarily assign a current employee, an employee on the layoff list, or a temporary employee to fulfill operating requirements during the period while the filling of vacancy process is

taking place but in no case for more than thirty (30) working days. Consideration will be given first to employees on the layoff list provided that refusal of the temporary assignment will not be a refusal to accept recall.

5-8 Reduction in Staff:

In the event that the District determines it is necessary to reduce the number of bargaining unit positions in the workforce and/or decrease the number of hours for bargaining unit positions, the Employer shall provide written notice to the Union at least three (3) weeks prior to implementing such reduction. The District will provide the Union the opportunity to meet and confer regarding the procedure used to implement the reduction in workforce. At such meetings, the Employer shall submit a list of the number of office employees scheduled for reduction, their names, seniority, job titles, and work locations.

When conditions require such a reduction, the order shall be according to seniority and Category (in the case of Category I and IV) or Sub-category (in the case of Category II and III) regardless of full-time or part-time status. Each employee scheduled for reduction shall be notified at least fourteen (14) calendar days prior to the effective date of reduction. Placement for any bargaining unit employee scheduled for such a reduction shall be considered in the following order:

1. If a bargaining unit vacancy exists that has been posted per Article 5-7-3, the employee shall be placed in the vacancy provided that if placement in the vacancy would result in a reduction in annual income of more than twenty percent (20%), the employee must indicate whether they accept or reject the placement. The employee shall have two (2) working days in which to accept or reject the vacancy/placement position. If the employee rejects the placement, her/his bumping rights shall be processed.
2. If no vacancy exists or placement in the vacancy would result in more than a twenty percent (20%) reduction in annual income and the employee has rejected such placement, the employee will bump the least senior employee in the same Category (in the case of Category I and IV) or Sub-category (in the case of Category II and III) regardless of whether the placement results in an increase or decrease in hours. The employee shall have two (2) working days in which to accept or reject the vacancy/placement position.
3. If the employee is the least senior employee in the Category or Subcategory, she/he shall be considered on layoff from District employment.
4. If the employee does not accept the placement in a vacancy as provided in #1 above, she/he shall be placed on the layoff list and have recall rights with the District.

5. If the employee does not accept the placement as a result of bumping in #2 above when the placement does or does not result in a reduction of twenty percent (20%) or more in annual income, she/he shall be placed on the layoff list and have recall rights with the District.

Affected employees will be notified of results of the placement process as outlined above within five (5) workdays of completion of the process.

All employees whose assignment after the placement process is completed has resulted in a decreased number of hours shall be placed on a recall list in order of seniority and Category (in the case of Category I and IV) or Sub-category (in the case of Category II and III) for a period of two (2) calendar years. These employees shall be recalled to vacant positions with the same number of hours as her/his original assignment as referenced in Article 5-7-3 in seniority order. The employee shall have the right to accept or reject the placement. If the office employee rejects a placement, her/his name is removed from the recall list.

- 5-9 Recall from Layoff:** Office employees shall be recalled from layoff in seniority order with the most senior employee recalled first in their Category or Subcategory. Notice of recall shall be sent by registered or certified mail to the employees last known address. Employees must respond in writing to the employer within seven (7) working days from the date of mailing. This time limit may be waived if the employees could not comply with the requirement because of circumstances beyond his/her control.

Refusal to accept recall to a position in the same Category or Subcategory from which the employee was laid off shall constitute resignation.

The Employer may temporarily assign an employee to any vacancy to fulfill operating requirements during the period while the recall process is taking place.

- 5-10 Changing Categories:** An office employee moving to another Category, Subcategory, or to another position within the same Category, shall enter the Category, Sub-category or position at the same salary step and seniority in the unit.
- 5-11 Variance in Work Year:** In the event that an office employee works more than or less than their scheduled hours or days, the office employee's salary, sick leave, holidays and personal leave shall be prorated accordingly.
- 5-12 Jury Duty:** Office employees called for jury duty or called as a witness in court in a matter pertaining to District 281, shall suffer no loss in compensation from the school district. Office employees who receive a summons are to notify the school principal or supervisor immediately of the proposed dates of service and request a substitute when needed. Employees may be required to furnish a copy of the summons to payroll. A copy of the jury duty check should be sent to the Payroll Department as proof of service.

- 5-13 Performance Reviews:** Office employees will receive regular, objective performance appraisals. Members of this bargaining unit shall not conduct performance reviews on each other.
- 5-14 Salary Schedule Changes:** All changes in base pay are to take effect July 1, 2023, and July 1, 2024.
- 5-15 Annual Step Increase:** A full step increase will be granted on July 1 to an office employee who is employed by District 281 prior to February. Office employees not at the top of the salary schedule shall be eligible for a step increase on July 1.
- 5-16 Salary Schedule:** Salary will be tied to a biweekly schedule for all office employees. (See Appendix A)
- 5-17 Overtime:** Overtime shall be pre-approved by the Executive Director of Human Resources or designee. Overtime shall be paid at the rate of time-and-one-half after 40 hours worked, which includes holidays. There shall be no accrual of compensatory time on either a formal or informal basis in lieu of paid overtime.
- 5-17-1** Office Employees will be allowed overtime, not to exceed 40 hours, with pre-approval from building level administration, August 1 through September 30.
- 5-18 Seniority:** School district seniority shall accumulate from the most recent date of hire as an office employee. If an office employee resigns and subsequently is rehired by the district, seniority shall accumulate from the most recent date of hire.
- 5-18-1 Loss of Seniority:** Accumulated seniority shall be lost if the office employee:
- a. Resigns voluntarily.
 - b. Is discharged for just cause.
- Office employees who are on government service, Union, childcare, and medical leaves will only accrue seniority for the first two calendar years of leave.
- Seniority shall not accumulate during a personal leave without pay granted for personal reasons by the School Board of more than six (6) months in duration.
- 5-18-2 Seniority List:** A current seniority list will be posted in every building of the District and a copy sent to all members of the bargaining unit by October 31 of each year. A current seniority list shall be sent to the Union president prior to any layoff or school closing.
- 5-18-3 Ties in Seniority:** In the event of a tie in seniority the person with the greatest years of service with the District shall be considered the senior employee. If

employees have equal time with the District, the employee with the highest last four digits of his/her Social Security number shall be considered most senior.

- 5-19 Conventions:** Representatives of the union shall be permitted five (5) days each year with pay to attend conventions. Applications shall be submitted to the Executive Director of Human Resources at least one (1) week in advance.
- 5-20 Employee Training:** Office employees may request reimbursement for outside training. Course content must relate to the applicant's present position and must be pre-approved by the Building Staff Development Committee, or program supervisor. The amount of reimbursement provided, if any, shall be determined by the building or program guidelines.
- 5-21 Termination of Employment:** The School Board requires two (2) weeks, written notice from an employee before termination of employment. The two-week notice requirement shall be waived if circumstances beyond the control of the employee prevent such notice from being given.
- 5-22 Administrative Voluntary Transfer:** Administrative Voluntary Transfers are defined as a transfer that occurs when two or more bargaining unit members of the same category agree in writing to an exchange of the bargaining unit member's respective positions of employment. Bargaining unit members shall submit such requests, in writing, to their respective Supervisors for approval and then to the Executive Director of Human Resources for final approval. The effective date of said transfer shall be as agreed upon by the bargaining unit members and their respective supervisors. At the end of the school year, the bargaining unit members may agree to a permanent exchange of positions subject to the approval of both the supervisors and the Executive Director of Human resources. Such a transfer does not constitute a vacancy and does not require that the positions be posted prior to the trade.

ARTICLE VI - LEAVES OF ABSENCE

Requests for time off without pay in addition to regular vacation must be submitted in writing for consideration and approval of administrators and the Executive Director of Human Resources.

- 6-1 Sick Leave:** Sick leave or leave without pay may be used for personal illness, medical and dental appointments and when sick leave is used, it will be deducted from accrued sick leave.

260-days-per-year office employees will accrue 12 days of sick leave each year.

235-days-per-year office employees will accrue 11 days of sick leave each year. All other regulations on sick leave will remain the same as for all office employees.

225-days-per-year office employees will accrue 10.3 days of sick leave each year. All other regulations on sick leave will remain the same as for all office employees.

210-days-per-year office employees will accrue 9.5 days of sick leave each year. All other regulations on sick leave will remain the same as for all office employees.

200-days-per-year office employees will accrue 9.2 days of sick leave each year. All other regulations on sick leave will remain the same as for all office employees.

Unused sick leave will accumulate to a limit of 220 days.

The number of hours per day accrued as sick leave are the employee's regularly scheduled daily hours.

6-1-1 Family Emergency Leave: Sick leave or leave without pay may be used by an employee for illness in the immediate family which shall be defined as spouse, child, foster child, parent and legal guardian, stepchild, adult child, siblings, parent-in-laws, grandchild (to include adopted, foster and/or step-grandchild), grandparents and stepparents. The District will require a doctor certificate on family care leave claims for more than 5 days. When sick leave is used, it will be deducted from accrued sick leave.

6-1-2 Family Medical Leave Act: The District may apply the provisions of the Family Medical Leave Act to office employees who are granted sick leave under 6-1.

6-1-3 Sick Leave Pool: The School Board agrees to maintain a Sick Leave Pool. Sick Leave Pool By-Laws are available in Human Resources.

6-1-4 Sick Leave Incentive: A service employee who has worked the full fiscal year in the previous fiscal year, has at least 160 hours of sick leave or personal leave at the end of the previous fiscal year, shall receive an incentive in one lump sum, according to the following schedule:

Amount of Absence

0 and up to 8 hours of absence: \$250

Over 8 and up to 32 hours of absence: \$200

Over 32 and up to 40 hours of absence: \$150

Payments will be made in July of the following fiscal year or as soon as is feasible.

Up to 24 hours of personal leave a year scheduled with at least 5 days' notice will not be charged against this incentive.

6-2 Bereavement Leave: A leave of absence with pay, not to exceed five (5) workdays, shall be granted because of the death of an employee's spouse, brother, sister, child, parent or legal guardian. Bereavement leaves of up to five (5) days may be granted for other special cases with the approval of the Executive Director of Human Resources.

Up to three (3) workdays shall be granted because of death in the family which shall be defined as grandparents, grandchildren, aunt, uncle, sister-in-law, brother-in-law, parent-in-law, son or daughter-in-law. Such leaves shall not be deducted from sick leave and unused leave for such purposes shall not be accumulated.

In addition to the leave specified in this section, employees may use up to three (3) days sick leave for bereavement.

The intent of the bereavement leave is that it be used in conjunction with the death or funeral of a listed individual and should be used within five (5) working days from the time of death or funeral unless an extension is approved for individually demonstrated circumstances.

6-3 Personal Leave: In the event it is necessary for an office employee to be absent from duty to conduct personal business, said office employee shall be granted up to three (3) days of personal leave per year without salary deduction. Each day used for personal leave will be deducted from sick leave. The specific reason for the requested leave does not have to be given. Requests for such leave must normally be submitted at least three school days in advance to the office employee's supervisor.

6-4 Child Care Leave: Childcare leave shall be granted for birth or adoption or placement of a foster child in the employee's home. Such leave shall also be granted in accordance with the Family Medical Leave Act.

An employee making an application for childcare leave shall submit a written request to the Executive Director of Human Resources of the intention to take the leave normally at least two (2) calendar months before commencement of the intended leave. The employee will also provide at the time of the leave application a statement from their physician indicating the expected date of delivery, the term of disability and the date that the employee will be physically able to return to work.

All childcare leaves may be compensated with the use of available sick leave and/or vacation hours (up to a total of 60 days may be used) for the period of time during which the employee is temporarily, medically disabled because of a pregnancy and/or a pregnancy-related condition and upon arrival of the child.

6-4-1 Return: The anticipated date of return shall be stipulated at the time leave is requested. The return date may be changed at a later time by mutual agreement of the office employee and the Executive Director of Human Resources.

6-4-2 Length of Leave: Each childcare leave shall not exceed two (2) full calendar years.

6-4-3 Failure to Return: Failure of the employee to return pursuant to the date determined under this Section shall constitute grounds for termination unless the school district and the employee mutually agree to an extension of the leave.

6-4-4 Seniority: Office employees who are granted a leave under Section 6-4 accrue seniority for the time of the leave.

6-5 Leaves of Absence: Medical, childcare, leave granted under the Family and Medical Leave Act, military and Union or government service leaves of absence may be granted without loss of current seniority to office employees.

Leaves of absence may be granted to employees for personal reasons.

Seniority shall not accrue for leaves of absences granted by the School Board for personal reasons of longer than six (6) months. (See Section 5-18-1).

Personal leave will not be granted for more than one (1) continuous twenty-four (24) month period.

6-6 Union or Governmental Service Leave: Leaves will be granted for office employees who apply for such leave because they are elected or appointed to perform service for the Union or who are elected to a state or federal office in government. The leave shall extend for the entire time needed to complete the assignment. Office employees on union or government service leaves will accrue seniority for only the first two (2) years of leave.

6-7 Military Leave: Office employees shall be eligible for up to fifteen (15) days of military leave without loss of pay in accordance with Minnesota Statutes 192.26. Requests for such leave shall be submitted to the Executive Director of Human Resources by the office employee upon receipt of such orders, but in no event more than two (2) workdays following receipt of such orders.

6-8 Medical Leave: Office employees may request in writing to be placed on medical leave. A physician's written statement shall accompany the request for medical leave that includes a diagnosis of the illness/injury, prognosis for recovery, and limitations that may be placed on the office employee's ability to perform assigned responsibilities, beginning date of the leave and, if possible, the return date. The School Board may extend medical leave if requested by the employee. All medical information provided by the employee's physician shall be confidential. A medical leave shall not exceed two (2) full calendar years.

6-9 Reinstatement After Leave: Any employee returning from an approved leave of less than a year shall be entitled to return to the job which was held at the time the leave began. In the event the job was eliminated, the office employee shall be placed through the procedure listed in Section 5-7 and 5-9.

Any employee returning from a leave of absence of a year shall be placed through the procedure listed in Section 5-7 and 5-9.

The salary paid to an employee following a leave of absence shall be based on the existing contract.

ARTICLE VII – BASIC SCHEDULES AND RATES OF PAY

- 7-1** 2023-2024 and 2024-2025 Salary Schedules: The wages and salaries reflected in Appendix A, attached hereto, shall be part of the Agreement for the 2023-2024 and 2024-2025 school years.
- 7-2** Effect of Holidays and Recesses: The district will provide the payroll dates for the fiscal year to employees on the intranet under the Payroll Department.
- 7-3** Outside Experience: At the discretion of the Superintendent and Executive Director of Human Resources, previous relevant experience of an applicant will be considered in placing a new employee on the salary schedule.

ARTICLE VIII - OFFICE EMPLOYEE WELFARE

Effective with the open enrollment period for Hospitalization and Major Medical insurance to be effective January 1, 2013, it shall be the choice of each office employee hired before July 1, 2012, to continue in the Office Employee Welfare program as described in this Article or to participate in the Cafeteria Benefits Plan as described in Article IX. This employee choice was exercised by current employees only during the open enrollment period for benefits effective January 1, 2013. Employees hired on or after July 1, 2012, must enroll in the Cafeteria Benefits plan at time of hire. Thereafter, this Article will apply only to employees hired prior to July 1, 2012.

- 8-1 Hospitalization and Major Medical:** The School Board will participate in the hospitalization/medical insurance program by paying up to the amounts listed in 8-1-1 for all full-time office employees toward the monthly premium costs of the approved carrier. Any additional cost of premium shall be borne by the employee and paid by payroll deduction.

8-1-1 Effective January 1, 2024 \$946 per month for single and \$1110 per month for 1+1 / Family Coverage. Effective January 1, 2025, \$1096 per month for single and \$1260 per month for 1+1 / Family Coverage

8-1-2 The School Board shall pay the amounts indicated in Section 8-1 plan for all full-time office employees who enroll in the district's medical insurance plan with at least a \$1250 annual deductible toward the monthly premium costs plus an annual VEBA/HRA contribution of \$750 in 2023-2024 and \$850 in 2024-2025 paid into the employee's VEBA/HRA account in monthly increments of \$62.50 per month in 2023-2024 and \$70.83 in 2024-2025. Any additional cost of premium shall be borne by the employee and paid by payroll deduction.

- 8-1-3** Employees with an HSA qualified insurance plan will be allowed to direct District VEBA contribution to their HSA commencing January 1, 2011
- 8-2 Long Term Disability Insurance:** The School Board will participate in the long-term disability program on the following basis: The Board will pay one-half of the annual premium for all full-time office employees who participate in the program. The income of the participants who are forced from work for a prolonged period of time due to reasons of health or accident, may be insured after the 65th missed working day out of 130 consecutive workdays, up to the policy limit, as long as the LTD claim is approved by the insurance carrier. If the office employee requests it, the School Board will pay one third day salary to those participants who have accumulated more than 65 days of sick leave. One-third day will be subtracted from the total number of remaining leave days until all sick leave has been used in full, or the office employee requests such payment be discontinued.
- 8-2 Term Life Insurance:** Each full-time office employee may participate in the group life insurance program by carrying one basic unit of term life insurance in the amount of \$30,000.00. The school district will pay seventy-five (75) percent of the annual premium. Three additional units (one unit equals \$30,000) may be purchased through the group with the cost borne by the employee. Office employees must sign a Certificate of Insurability after which the insurance carrier will determine if the individual qualifies for the additional units.
- 8-4 Dental insurance:** The School Board will pay 100 percent of the annual single premium and 80 percent of the family premium for full time office employees who participate in the District group dental insurance plan.
- 8-5 Vision Insurance:** Effective January 1, 2016, each full-time office employee may participate in the vision plan. The vision premium is 100% paid by the employee.
- 8-6 Part-time Employees:** Office employees who work twenty (20) hours or more per week will be eligible for hospitalization, dental and life insurance. Office employees who work twenty (20) hours or more per week are eligible for vision insurance. The vision premium is 100% paid by the employee. Office employees who work twenty-five (25) hours or more will be eligible for Long Term Disability. The School Board will participate in the hospitalization/ medical, life, and Long-Term Disability insurance programs by paying one half of what it pays for full time employees toward the monthly premium for the approved carrier. Part time office employees may participate in the family dental plan, but the district will contribute only the amount it contributes to a single plan. Any additional premium shall be borne by the employee and paid by payroll deduction.
- 8-7 Insurance While on Unpaid Leave:** Subject to the provisions of this agreement and the group insurance plans, an employee on an unpaid Leave of Absence may continue to participate in the group insurance plans. An employee choosing to continue participation shall pay the full monthly premium for such a plan, commencing on the date the unpaid Leave of Absence begins. For purposes of this Article, "unpaid leave"

means that the employee is no longer receiving a district paycheck for work performed, or that the employee is not receiving paid vacation or sick leave. Employees who choose not to participate during the unpaid Leave of Absence are eligible to re-enroll in the insurance programs immediately upon return from the Leave of Absence provided they continue to meet eligibility requirements.

8-8 Severance: The purpose of the severance program in District 281 is to reward full-time employees for service rendered over a long period of time and to provide an incentive for employees to retire.

(This section does not apply to employees who began work with the District on or after July 1, 2012.)

8-8-1 Eligibility: To qualify for severance, the full-time employee must:

8-8-1-1 55/15 Years: Be at least 55 years of age at the time of retirement and have completed fifteen (15) or more of full-time years of service as an employee in any capacity in District 281 on June 30 of the school year in which the employee's retirement becomes effective. All office employees employed 1520 hours (38 weeks times 40 hours) or more annually are deemed to be full time employees with regard to severance eligibility. Severance shall not be granted to any office employee who is discharged by the school district; (in the event the employee does not have 15 years or more of full-time service, see article 8-8-2-2), **OR**

8-8-1-2 30 Full-time Years: Have completed thirty (30) or more full-time years of service as an employee in any capacity in District 281 at the time of retirement regardless of age. All office employees employed 1520 hours (38 weeks times 40 hours) or more annually are deemed to be full time employees with regard to severance eligibility. Severance shall not be granted to any office employee who is discharged by the school district; **AND**

8-8-1-3 60 Day Written Resignation: Have provided to the school district a written resignation at least sixty (60) calendar days prior to the month in which the resignation becomes effective except in unusual circumstances such as medical necessity.

8-8-1-4 Not opt for Cafeteria: Office employees who chose to move to the cafeteria benefits plan are not eligible for severance or retirement insurance benefits.

8-8-2 Basis of Pay: Severance pay shall be composed of two parts: Years of service and unused sick leave.

8-8-2-1 Years of Service: When office employees reach 15 years of service or the equivalent and 55 years of age, 30 days of salary will be added to a 403(b) deferred compensation account.

8-8-2-2 Unused Sick Leave: The amount of severance shall be up to 70 days based on the employee's final salary. If an employee qualifies under 8-1 but does not have fifteen (15) or more years of full-time service, the amount of severance shall be calculated by multiplying the average amount of the employee's full-time equivalency times the employees' full-time salary for the last full year of service. Salary shall be defined as salary amount and shall not include any additional compensation, extended employment or other extra compensation. A maximum of 70 days may be accumulated for unused sick leave.

8-8-3 Sick Leave: The maximum number of severance days an employee can receive for accumulated sick leave is seventy (70) days. Provisions in this section are subject to limitations noted in 8-8-2. Below is the table to determine the number of days an office employee may receive for severance pay:

Sick Days Accumulated	Days of Severance Pay
1-120	1 day paid for each 2 unused days, maximum of 60 paid days
121-220	1 day paid for each 10 unused days, maximum of 10 paid days

8-8-4 Amount of Pay: The product of this multiplication will be the number of severance days to be paid to the employee upon retirement based on the days accumulated according to 8-8-2 and 8-8-3 times the daily rate.

8-8-5 Time of Payment: Severance for unused sick leave shall be in one (1) lump sum within two months following the date of retirement into a special pay deferral plan. Severance pay for years of service shall be paid into a 403(b) deferred compensation account on July 1 following the date of eligibility.

8-9 Retirement: Any employee who is a member of the District 281 major medical and hospitalization group plan, who has fifteen (15) full time years of employment in any capacity in the school district, and who retires following the age of 55 or who at thirty (30) full time years of employment in any capacity in the school district at any age shall be entitled to district contribution for hospitalization/major medical at the exact dollar amount of District's contribution in 8-1-1 at the time of the office employee's retirement until the retiree reaches eligibility for Medicare. After eligibility for Medicare, the retired employee may continue in the group at no cost to the District unless prohibited by the insurance carrier. A retired office employee, who does not continue as a member in the insurance group at the time of retirement, cannot later enroll back into the plan. If the retiree changes from single-plus-one or family to single coverage, the district contribution will change to the single amount stated in 8-1-1.

ARTICLE IX - CAFETERIA BENEFITS

For employees hired on or after July 1, 2012, or those that elected it, hired prior

9-1 Cafeteria Benefits:

9-1-1 Eligibility: Each full-time office employee whose employment commences on or after July 1, 2012, and who is scheduled to hold a position in excess of eighty (80) working days in a school year, will be allocated a specified dollar amount per month, for use in purchasing fringe benefits under this Article. Said allocation will commence on the first of the month following hire date and will be made to the office employee's account at the beginning of each month during which the office employee is entitled to full salary from the district. The contribution rate, effective January 1, 2024 is \$1160 per month, effective January 1, 2025, it is \$1310 per month.

Full-time office employees who enroll in the district's medical insurance plan with at least a \$1250 annual deductible, will receive a District VEBA contribution; part-time office employees who are assigned at least 20 hours per week shall receive a prorated contribution.

Full-time office employees with a \$1600/\$1750/\$4500 Deductible Plan, will receive an annual VEBA/HRA contribution of \$750 in 2023-2024 and \$850 in 2024-2025 paid into the employee's VEBA/HRA account in monthly increments of \$62.50 per month in 2023-2024 and \$70.83 in 2024-2025.

Office employees hired before June 30, 2012, who choose to participate in the Cafeteria Benefits plan, and are no longer eligible for any severance lump sum or retirement insurance benefits. A document to that effect, signed by the office employee will be kept in the office employee's personnel file. This option may be exercised only during the 2013 open enrollment period.

Employees with an HSA qualified insurance plan will be allowed to direct District VEBA contribution to their HSA commencing January 1, 2011.

9-1-2 Minimum Coverage: Each full-time office employee shall purchase, at a minimum, single coverage under the group hospitalization/major medical insurance and shall purchase Long-Term Disability Income Insurance, or an office employee may combine his/her district contribution with his/her spouse, who is currently employed in the district, to purchase family coverage. For purposes of computing the amount to be charged to each office employee's account for the purchase of insurance coverage, the rate in effect for a particular month shall be the rate billed by the carrier for that month.

9-1-3 Additional Coverage: If an office employee elects to purchase group insurance fringe benefits, offered by the school district, which results in monthly premium charges greater than the amount allocated to the office employee's account

pursuant to Section 9-1-1, any cost in excess of the office employee's monthly allocation shall be borne by the office employee and paid by payroll deduction.

9-1-4 Excess Allocation: An office employee will receive as additional salary any money allocated to the office employee for that month which was not charged against the office employee's account for purposes of fringe benefit purchases in accordance with 9-1-1.

9-1-5 Discontinuation of Allocation: Monthly allocation to office employees for the purposes of purchasing insurance fringe benefits shall cease on the first of the month following:

- a. Termination of employment with the district if it occurs before the end of the school year.
- b. Leaving on an authorized leave of absence unless other provisions of the Agreement make provision for continuance of the monthly allocation.

9-1-6 Part-time Office Employees: Employees whose assignment is at least twenty (20) hours per week shall be eligible for group Hospitalization/major medical, dental and life insurance. Effective January 1, 2016, office employees who work twenty (20) hours or more per week will be eligible for vision insurance.

9-2 Deferred Compensation:

9-2-1 Eligibility: Full-time office employees who participate in cafeteria benefit will be eligible to participate in the matching annuity program as provided in MS.356.24, upon completion of at least three (3) years of employment.

9-2-2 District Contribution: For employees hired after June 30, 2012, the district will provide up to \$850 per school year 2023-2024 and \$950 in 2024-2025, in a deferred compensation match with three years of full-time service or the equivalent. The deferred compensation match will be paid twice monthly. Part time employees whose assignment is at least 20 hours per week will receive a prorated match. Employees hired before June 30, 2012 and choosing the deferred compensation match must waive their right to severance pay as described in Article VIII, 8-7, (and will receive the above stated contribution).

9-2-3 Roth 403(b): Effective January 1, 2011, and subject to federal law within the 403(b) plans, in addition to pre-tax 403(b) contributions, employees shall be allowed the option of making after-tax Roth 403(b) contributions through approved vendors accepting such contributions. However, any employer contributions shall be made on a non-Roth pre-tax 403(b) basis. 9-24 Part Time Office Employees: Office employees whose assignment is at least 20 hours per week shall be eligible for benefits under 9-2. The fractional part of the full amount described in 9-2-2 shall be the service employee's full time equivalent multiplied by the amount of the benefits.

9-2-4 Part-Time Office Employees: Office employees whose assignment is at least 20 hours per week shall be eligible for benefits under 9-2. The fractional part of the full amount described in 9-2-2 shall be the service employee's full time equivalent multiplied by the amount of the benefits.

ARTICLE X - NO STRIKE-LOCK OUT PLEDGE

The Union or any member thereof will not engage in or encourage strike action, withholding of services, or a refusal to perform tasks normally assigned to them during the life of this contract. There shall be no lockout against the Union by the School Board during the life of this contract.

ARTICLE XI - NON-DISCRIMINATION

District 281 and Local 499 support the Affirmative Action Plan which states that District 281 will not discriminate against or harass any employee or applicant for employment because of race, color, creed, religion, national origin, sex, disability, age, marital status, status with regard to public assistance or sexual preference and other statutorily protected classes except where such status is a bona fide occupational qualification.

ARTICLE XII - RECATEGORIZATION

If an office employee finds that there has been a substantial evolution of responsibilities in his/her position over an extended period of time, the employee will prepare a written request and will confer with the immediate supervisor, who may in turn review and comment on the employee's request and will forward the written request to the Executive Director of Human Resources. The Executive Director of Human Resources will review the position in question with the employee and the supervisor. The Administration will decide whether to re-categorize a position based on the study and observation of the position in question. Notwithstanding Section 5-7, VACANCIES, if after a review a position is re-categorized, the incumbent shall be selected to fill in the position.

Employees whose positions have been re-categorized shall have their wages adjusted effective the first full payroll period during which the request was first submitted for categorization.

ARTICLE XIII - DURATION AND EFFECT

13-1 Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2023, through June 30, 2025. In the event that a new contract is not agreed to by July 1, 2025, provisions of this contract will remain in effect during the period of negotiations. If either party desires to modify or amend this Agreement commencing on July 1, 2025, they shall give written notice of such intent no later than May 1, 2025. Unless otherwise mutually agreed, the parties shall not start negotiations more than 90 days before this Agreement expires.

- 13-2 Savings Clause:** If any provision of this Agreement is or shall at any time be contrary to federal, state, or local law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substitute provisions shall be subject to appropriate consultation and negotiation with the Union.
- 13-3 Pay Equity:** If the school district is found to be out of compliance with the Minnesota Pay Equity act, the school district agrees to reopen the collective bargaining agreement for the purpose of negotiating pay equity adjustments in order to provide compliance.

ARTICLE XIV - COLLECTIVE BARGAINING AGREEMENT

The School Board shall furnish a printed copy of this collective bargaining contract to each office employee in the bargaining unit, four weeks after the contract is signed.

IN WITNESS THEREOF, the parties have executed this Agreement as follows:

For the American Federation of Independent School District #281
State, County and Municipal Robbinsdale Area Schools
Employees (AFSCME),
Council 5, Local 499

DocuSigned by:

Cassandra Jaramillo

58BA349199E748E
Cassandra Jaramillo,
AFSCME, Local 499 President

DocuSigned by:

ReNae J. Bowman

EF82513607994E9
ReNae J. Bowman,
Chairperson of the School Board

DocuSigned by:

Kris Combs

92461F35804C420...
Kris Combs,
Negotiations Team Member

DocuSigned by:

Greta Evans-Becker

9485AD8990D5446
Dr. Greta Evans-Becker,
Clerk of the School Board

DocuSigned by:

Lynnee Tate-Baker

15E203B5F6C48A7
Lynnee Tate-Baker,
Council 5 Field Representative

DocuSigned by:

Amy O'Hern

A05257178024463...
Amy O'Hern,
Executive Director of Human Resources

Dated this 4th day of March 2024

APPENDIX A - OFFICE EMPLOYEES SALARY SCHEDULE

July 1, 2023– June 30, 2024

July 1, 2024– June 30, 2025

2023-24					2024-25				
Step	Category I	Category II	Category III	Category IV	Step	Category I	Category II	Category III	Category IV
3	\$19.03	\$21.32	\$22.48	\$23.39	3	\$20.36	\$22.81	\$24.05	\$25.03
4	\$19.78	\$22.06	\$22.99	\$24.18	4	\$21.16	\$23.60	\$24.60	\$25.89
5	\$20.55	\$22.86	\$23.82	\$25.00	5	\$21.99	\$24.46	\$25.49	\$26.75
6	\$20.96	\$23.33	\$24.29	\$25.51	6	\$22.43	\$24.96	\$25.99	\$27.30
7	\$21.18	\$23.54	\$24.55	\$25.75	7	\$22.66	\$25.19	\$26.27	\$27.55
8	\$21.60	\$24.02	\$25.04	\$26.28	8	\$23.11	\$25.70	\$26.79	\$28.12
9		\$24.62	\$25.67	\$26.92	9		\$26.34	\$27.47	\$28.80
10		\$25.23	\$23.61	\$27.60	10		\$27.00	\$28.15	\$29.53
11		\$25.73	\$26.84	\$28.15	11		\$27.53	\$28.72	\$30.12

CAREER INCREMENT: A career increment will be paid to the office employees each year following their 5th year anniversary in District 281. The payment will be processed on the first payroll in July.

Years of Service	Effective 2023-2024	Effective 2024-2025
5-9	\$925	\$1025
10-14	\$1400	\$1500
15-19	\$1875	\$1975
20 or more years	\$2350	\$2450

FILLING STAFF ABSENCE/VACANCY:

If an Office Employee is asked to fill in during a staff absence/vacancy within their category, the Office Employee will receive a stipend while the position is unfilled. If additional duties are asked that are part of another vacancy, this will be considered an additional absence/vacancy. A stipend will be paid to the Office Employee per staff absence/vacancy. Office Employees will not work out of their category, *unless a stipend is involved*. Office Employees should work in conjunction with their current hours and submit a timecard.

The staff absence/vacancy will be posted accordingly on Skyward/Frontline/or district website to fill the position.

Staff Absence/ *Vacancy* Stipend - Per day Stipend rate for Office Employee

0.25 - 4 hours = \$50.00 stipend

4.25 - 8 hours = \$100.00 stipend

Memorandum of Understanding

This Memorandum of Understanding (Agreement) is made effective as of March 4, 2024 between Independent School District 281 and AFSCME Council 5, Local 499 bargaining unit.

AFSCME Council 5, Local 499 bargaining unit will exchange the Monday following Easter Sunday for Juneteenth Holiday for the 2025-26 school year (July 1, 2025 - June, 30 -2026).

This agreement addresses the 2025-26 collective bargaining agreement only, **Section 5-5 Holidays** as it pertains to 260 days, 235 days, 225 days, and 210 days employees and sets no precedent, nor shall it be introduced by either party in any proceedings as evidence of past practice.

The parties further agree that, due to the changing and uncertain nature of the conditions for holding school, this Memorandum may be modified by mutual agreement.

DocuSigned by:

Cassandra Jaramillo

AFSCME Council 5, Local 499

President, Cassandra Jaramillo

DocuSigned by:

Lynce Tate-Baker

AFSCME Council 5, Local 499

Field Representative, Lynce Tate-Baker

DocuSigned by:

Amy O'Hern

Robbinsdale Area Schools

Amy O'hern, Executive Director of Human Resources