

**EDUCATIONAL SUPPORT PERSONNEL MASTER
CONTRACT**

between

ORONO INDEPENDENT SCHOOL DISTRICT 278

INDEPENDENCE-LONG LAKE-MAPLE PLAIN-MEDINA-MINNETONKA BEACH-ORONO

and the

SCHOOL SERVICE EMPLOYEES LOCAL NO. 284

effective

JULY 1, 2023 THROUGH JUNE 30, 2025



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AGREEMENT

This Agreement is made and entered into by and between ORONO INDEPENDENT SCHOOL DISTRICT NO. 278, Long Lake, MN, hereinafter referred to as the "School District," and SCHOOL SERVICE EMPLOYEES LOCAL 284, SEIU, AFL-CIO, hereinafter referred to as the "Union."

ARTICLE I

PURPOSE

The purpose of this Agreement is to encourage and increase orderly, constructive and harmonious relationships between the School District and its employees; to establish procedures for the resolution of differences over terms and conditions of employment; and to establish an environment in which the children of this community may receive education of the highest quality. Accordingly, the parties have set forth herein all terms and conditions of employment which have been agreed upon by the School District and the Union, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as the "PELRA").

ARTICLE II

RECOGNITION, CHECK-OFF, AND UNION ACCESS

Section 2.1 Recognition. The School District hereby recognizes the Union as the exclusive representative for the purpose of negotiating terms and conditions of employment for all employees in the following appropriate unit, as certified by the Bureau of Mediation Services in accordance with PELRA:

All Educational Support Personnel employees of Orono Independent School District No. 278, Long Lake, MN, whose employment service exceeds the lesser of fourteen (14) hours per week or 35 percent of the normal work week and more than sixty seven (67) work days per year, excluding supervisory and confidential employees.

Section 2.2 Union Dues and C.O.P.E. Check Off. Employees have the right to request and be allowed payroll deduction for the Union and for the Union's political action fund registered pursuant to Minnesota state law. The Union will certify to the District that the Union has received (and will maintain) an authorization signed by the employee from whose wages the deduction(s) is to be made. The District will commence deductions within 30 days of notice of authorization from the Union and will remit the deductions to the Union within 30 days of the deduction. The authorization(s) remains in effect until the District receives notice from the Union that an employee has changed or cancelled their authorization in writing in accordance with

the terms of the original authorizing document. The Union agrees to indemnify the District for any successful claims made by an employee for unauthorized deductions made in reliance on the certification.

Section 2.3. Employee Information. At least once every 120 calendar days, the District will provide the following contact information to the Union: name, job title, worksite location, home address, work telephone number, home and personal cell phone numbers on file with the District, date of hire, work email address, personal email address on file with the District, wage, number of hours normally scheduled in a day, number of duty days contracted for per year, and whether the position is a nine (9) month, ten (10) month, eleven (11) month or twelve (12) month assignment. The District will provide this information to the Union in an acceptable spreadsheet format.

Section 2.4. New Employee Information and Separation of Employment Information. For each new employee, the District will provide the Union with the information specified in Section 2.1 within twenty calendar days from the date of hire of an employee. The District will notify the Union within 20 calendar days of an employee's separation from employment or transfer out of the bargaining unit.

Section 2.5. Union Orientation. The District will allow the Union to meet with newly hired employees within 30 calendar days from date of hire pursuant to Minn. Stat. 179A.07.

Section 2.6. Union Access. The District will allow the Union to communicate with bargaining unit members using their employer-issued email addresses pursuant to Minn. Stat. 179A.07 and other relevant law. The District will allow the Union to meet with bargaining unit members in District facilities pursuant to Minn. Stat. 179A.07.

ARTICLE III

WAGES

Section 3.1 Job Classifications. The following positions have been classified based upon the responsibilities of the job, specialized skills needed to perform the job and length of the work year. The School District reserves the right to reclassify positions as appropriate, based upon changes in responsibilities, skills, or length of work year.

**Pending final approval through independent banding and grading process.*

- a) Classification I
High School Vocational Education Clerk

- b) Classification II
Early Childhood Center Computer Lab Clerk
Early Childhood Center Health Clerk
Early Childhood Center Media Clerk
Elementary School Building Clerk

Elementary School Computer Lab Clerk
Elementary School Media Clerk
Intermediate School Building Clerk
Intermediate School Computer Lab Clerk
Intermediate School Media Clerk
Middle School Computer Lab Clerk
Middle School General Clerk
Middle School Media Clerk
Middle School Office Secretary
High School Computer Lab Clerk
High School Guidance Clerk
High School Media Secretary
High School Receptionist/Cashier

c) Classification III

Early Childhood Center School Principal Secretary
Elementary School Principal Assistant Secretary
Intermediate School Principal Assistant Secretary
Middle School Guidance Secretary
Middle School Principal Assistant Secretary
High School Guidance Secretary
High School Associate Principal Secretary
High School Athletic Director Secretary
Community Education Secretary
Early Childhood Family Education Secretary
Elementary School Health Services Specialist
Intermediate School Health Services Specialist
Middle School Health Services Specialist
High School Health Services Specialist

d) Classification IV

Elementary School Principal Secretary
Intermediate School Principal Secretary
Middle School Principal Secretary
High School Principal Secretary
Director of Special Education Secretary
Accounts Payable
TIES Student Services Secretary
District Office Secretary

Section 3.2 Wage Schedule. The following wage rate schedules shall become effective as of January 1, 2024 and July 1, 2024 respectively.

Effective January 1, 2024

Step	<u>Classification Level</u>			
	I	II	III	IV
1	16.55	18.71	19.83	22.44
2	17.90	20.14	21.27	23.94
3	19.64	21.81	23.01	25.73

Effective July 1, 2024

Step	<u>Classification Level</u>			
	I	II	III	IV
1	16.96	19.18	20.33	23.00
2	18.35	20.64	21.80	24.54
3	20.13	22.36	23.59	26.37

Section 3.3 Step Placement and Advancement. Current employees who begin work prior to January 1 will advance one (1) step as of July 1 of the following year. Credit for outside experience may be granted in the step placement of new employees, not to exceed placement on Step 2, as mutually agreed between the School District and employee. Employees who work less than four (4) hours daily will receive one-half (1/2) step credit each year. When a nine (9) month full-time or part-time employee changes to a full-time position (either nine (9) or twelve (12) month), the total hours worked will be pro-rated to determine step placement for the new position. Any step advancement and salary increase may be withheld when a demonstrable deficiency in the performance of an individual employee can be shown.

Section 3.4 Reclassification. Requests for reclassification are to be made by the person requesting reclassification to the Director of Business Services with a copy to the union steward for processing by May 1 in the year the contract is being negotiated.

Section 3.5 Pay Periods. Pay periods for all employees shall be semi-monthly on the fifteenth (15th) and thirtieth (30th) of each month or the last business day preceding if the fifteenth or the thirtieth is / are a school holiday.

Pay period earned in one pay period shall be paid at the conclusion of the subsequent pay period. For example, wages for work completed between the 1st and the 15th of the month will be paid on the 30th, or the last business day preceding if the thirtieth is a school holiday.

Section 3.6 Substitute Pay. Rate of pay for substitute secretarial/clerks shall be Level II, Step 1 for former secretarial/clerks employees and Level I, Step 1, for all others per section 3.2.

Section 3.7 Incentive Pay. Each year each employee shall receive incentive pay equal to the following amounts which will be paid as a separate lump sum payment no later than June 30:

Years of Service Completed as of June 30 (inclusive of all years of employment with the school district, whether or not in this bargaining unit)	Percentage of Employee's Hourly Rate Multiplied by Employee's Contracted Hours (Exclusive of Overtime)
0 to less than 5 completed years	1 percent
5 to less than 10 completed years	1.5 percent
10 to less than 15 completed years	2 percent
15 to less than 20 completed years	2.5 percent
20 or more completed years	3 percent

ARTICLE IV

HOURS AND OVERTIME

Section 4.1 Work Hours and Work Day. The length of the work year and the hours for each position shall be set by the head academic level administrator subject to the approval of the Director of Business Services.

- a. The School District will make a yearly calendar available showing all work days, including first day and last day of work where applicable. This calendar will be posted in the electronic employee access center. For twelve month employees, the calendar will be viewable by July 1st of each year. For all other employees, the calendar will be viewable by July 15th of each year.
- b. Effective July 1, 2019, the normal work year for employees in Level III (only Community Education Secretary and District Office Receptionist) and Level IV (all classifications) consists of a total of 2000 hours, inclusive of listed paid holidays. Effective July 1, 2020, the normal work year for these employees shall consist of a total of 2080 hours, inclusive of listed paid holidays.

c. All employees scheduled to work less than a total of 2000 hours (2080 hours after July 1, 2020) are expected to work their scheduled days according to their work calendar given to them.

Section 4.2 Overtime Pay. Overtime shall be worked only as directed. All overtime required by the School District in excess of forty (40) hours per week shall be paid at one and one-half times the employee's regular straight-time hourly rate or compensatory time will be granted at one and one-half the amount of overtime worked. For less than forty (40) hour employees, overtime will be paid either in time off or extra pay at the hourly rate until the time worked reaches forty (40) hours, after which the rate will be time and one-half.

Section 4.3 School Closing, Late Starts and Early Dismissals Due to Weather or Other Emergencies. The final decision regarding personal safety and whether to report to work in bad weather or other emergency situations rests with the employee.

Subd. 1. On days school is cancelled due to weather or other emergencies, secretaries/clerks shall not report for work and will be paid for the first two occurrences each year (inclusive of a day cancelled by the governor).

If school is canceled more than twice in a year, secretaries/clerks shall not be required to report to work. After the second occurrence, employees who do not report to work will have the option to either utilize accumulated personal leave, to make up that work day, or to be unpaid for that day. All make-up work must be approved by the building administrator and the immediate supervisor, who will not unreasonably deny an employee the opportunity to perform make-up work. On days cancelled by the governor, secretaries/clerks will be paid their normal wage for that day.

Subd. 2. When school opening is delayed due to weather or other emergencies, Employees shall report no later than 2 hours after their scheduled start time, or at the start of school, whichever comes first. Employees will be permitted to make up any lost hours of work by mutual agreement with the employee's supervisor. The supervisor will not unreasonably deny an opportunity to make up missed hours

Subd. 3. When school is in session and students are subsequently dismissed early due to weather or other emergencies, one (1) full-time secretary in each school office, including the District Office, will be designated to remain one (1) hour beyond student departure time. All other secretaries/clerks will be expected to remain one-half (1/2) hour beyond student departure time. Those secretaries remaining the full hour will be allowed thirty (30) minutes of compensatory time to be taken as mutually agreed between the employee and the supervisor.

Subd. 4. When school opening is delayed due to weather or other emergencies and subsequently cancelled Subds. 1 will apply.

Section 4.4 Part-Time Employees. All fringe benefits provided in this Contract such as hospitalization, life and long term disability insurance, vacations and paid holidays are limited to full-time employees (thirty (30) hours per week or more). Part-time employees (20-29 hours weekly) are eligible for one half (1/2) medical benefit if they work at least 120 days during the school year.

Section 4.5 Lunch and Break Periods. There shall be a lunch break of thirty (30) minutes or more without pay for all employees working more than four (4) hours per day. Secretaries working more than four (4) hours per day shall receive one (1) fifteen (15) minute paid break per day. Secretaries working seven and one-half (7 ½) hours or more per day shall receive two (2) fifteen (15) minute paid breaks per day. The thirty (30) minute lunch break may be waived by mutual agreement between the secretary and the supervisor.

Section 4.6 Reporting Unavailability for Work. Secretaries shall be informed of a telephone number and/or website they must call or access before 6:30 A.M. on scheduled work days. Once a secretary has reported unavailability, it shall be the responsibility of the School District or sub service to arrange for a substitute secretary.

ARTICLE V

VACATIONS AND HOLIDAYS

Section 5.1 Vacations.

Subd. 1. An individual employed in a twelve (12) month position shall earn vacation according to the below schedule. If the individual is employed in a 2000 hour (2080 hours after July 1, 2020) work year position, that employee shall earn full vacation. If the individual is employed in a less than 2000 hour (2080 hours after July 1, 2020) work year position, that employee shall earn vacation on a pro-rated basis (based upon her or his hours in a work year as a percentage of 2000 hours (2080 hours after July 1, 2020)).

The vacation schedule for these employees shall be:

0 years to end of six years continuous employment: Eighty (80) hours
Start of 7th year to end of 12th year: one hundred twenty (120) hours
Start of 13th year to end of 19th year: one hundred sixty (160) hours
Start of 20th year: 168 hours
Start of 21st year: 176 hours
Start of 22nd year: 184 hours
Start of 23rd year: 192 hours
Start of 24th year: 200 hours

Subd. 2. An individual employed in an eleven (11) month position shall earn vacation based upon the following formula: total assigned hours divided by 2080 hours multiplied by eighty (80) hours.

An "eleven month position" is one in which the employee is contracted for both (a) a minimum of 205 contract days (inclusive of holidays, vacation and other paid leave) and (b) with each contract day consisting of at least 6.5 hours paid time, and (c) but less than 1908 contracted hours (inclusive of holidays, vacation and other paid leave).

Subd. 3. Vacation shall be awarded on July 1. An employee may carry over up to forty (40) hours of vacation time from one fiscal year to the next fiscal year. Vacation time that is carried over into a new fiscal year must be used by August 31st of the new fiscal year. Carried over vacation time not used by August 31st shall no longer be available to the employee. Employees who retire, resign or are terminated will receive pay for all unused vacation. Vacations may be taken as approved by the employee's supervisor and are not restricted to non-student days.

Subd. 4. All other employees are not eligible for vacation. When an employee moves from to a vacation-eligible position, the hours worked previously in the District will be totaled and pro-rated against the 1980 hour work year (if a twelve month position) or the 2080 hour standard (if an eleven month position) to determine vacation earned.

Section 5.2 Holidays. The following holiday schedule will be granted to secretaries based on total hours of employment during the year:

<u>Annual Contract Hours</u>	<u>No. of Holidays</u>	<u>Holidays Granted</u>
1000-1199	6	Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day, either Presidents' Birthday or Martin Luther King Day depending on school calendar, Memorial Day
1200-1399	7	Same six (6) holidays as listed above, plus Good Friday
1400-1599	8	Same six (6) holidays as listed above, plus Labor Day and Good Friday
1600-1799	9	Same six (6) holidays as listed above, plus Labor Day, Christmas Eve Day and Good Friday
1800-1999	11	Same six (6) holidays as listed above, plus Independence Day, Labor Day, Christmas Eve Day, Good Friday and one floating day.

If school is held on any of the listed holidays, a day in lieu thereof may be taken as approved by the supervising administrator. If a holiday falls on a Saturday or Sunday and is observed by the school on the following Monday or the preceding Friday, this day shall be a holiday for the secretary. Any legal holiday or holidays which fall within a secretary's vacation period shall not count as a vacation day.

ARTICLE VI

TEMPORARY LEAVES

Section 6.1 Earned Sick and Safe Time and Sick Leave.

Subd. 1. Sick and Safe Time Leave.

- a) For all employees covered by the Agreement, Sick and Safe Time Leave with pay shall accrue according to the Memorandum of Understanding attached to this Agreement, see Earned Sick and Safe Time - Custodians.
- b) One day of Sick and Safe Time leave with pay may be used for each day of necessary absence from work according to reasons stated in Appendix A.
- c) The Executive Director of Human Resources may require an employee who is absent more than three consecutive work days to provide a signed statement by a health care professional, according to Appendix C, indicating the need for use of Earned Sick and Safe Time in order to qualify for paid leave.
- d) However, if the employee or employee's family member did not receive services from a health care professional, or if documentation cannot be obtained from a health care professional in a reasonable time or without added expense, then the employee may submit a written statement that the employee is using sick leave for a qualifying purpose as defined in Appendix A of this Agreement.

Subd. 2. Sick Leave.

- a) One day of sick leave with pay may be used for each day of necessary absence from work due to these explicit purposes: personal illness or illness of or injury to the employee's child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary. Additionally, an employee may use accrued Sick Leave as Safety Leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or harassment or stalking. Safety Leave may be utilized for the same family members identified in this paragraph.
- b) Sick leave pay is not available for illness or injury (including disability due to pregnancy) occurring during a leave of absence without pay.

- c) The Executive Director of Human Resources may require an employee who is absent more than three consecutive work days to provide a signed statement by a health care professional, According to Appendix C, indicating the need for use of Earned Sick and Safe Time or sick leave in order to qualify for paid leave.

Section 6.2 General Requirements for Other Temporary Leaves. Other temporary leaves in this Article are not categorized with "sick leave" nor are they to be deducted from "sick leave." All such leaves shall relate only to the incident for which leave is taken.

Section 6.3 Critical Illness Leave. An employee may also use sick leave not to exceed five (5) days per incident for the serious illness of a spouse, parent, adult child, fiancé, sibling, grandchild, in-law, or member of the household. Subject to the discretion and pre-approval of the superintendent or designee, employees may use up to five (5) additional sick days for the serious illness of a spouse, parent, or adult child; however, the granting of such leave will require a doctor's certificate specifying that attendant care is required for the disabled person.

Section 6.4 Bereavement Leave. A maximum of five (5) days leave with pay will be granted per incident in the case of death of a spouse, parent, child, fiancé, sibling, grandchild, in-law, or member of the household.

Section 6.5 Birth or Funeral Leave. One day's leave per incident with pay will be granted to attend the birth of a child of the employee or the funeral of a relative other than those persons described in Section 6.3, such as grandparents, uncle, aunt, or cousin. Upon the prior approval of the Director of Business Services, or his designee, an employee may be excused a day or a portion thereof with pay to attend or take part in a funeral other than those persons described in the preceding sentence.

Section 6.6 Personal Leave. An employee in an eleven (11) or twelve (12) month position shall earn one (1) paid personal leave day each year of the contract. All other employees shall earn two(2) personal leave days each year of the contract. Personal leave days shall be available for use at the start of each contract year. An employee may carry over up to four (4) personal leave days from one contract year to the next. The employee may utilize personal leave upon the prior approval of the Director of Business Services, or his/her designee.

Section 6.7 Leave for Jury Duty. Temporary leaves will be granted for jury duty. The employee is required to give three (3) days advance notice of jury duty to the building principal to permit the scheduling of a substitute. The employee will be paid the difference between his / her regular pay and his / her jury duty compensation, or the employee may elect to be paid his / her full salary during jury service and remit to the School District the amount of the compensation received (excluding reimbursements). Any reimbursement received for meals, mileage, parking, etc. may be retained by the employee. An employee who claims pay under this subdivision shall submit to the Human Resources Department a copy of the notice to report for jury duty along with a statement of the dates of service and the fees (compensation) and reimbursements received by the employee.

Section 6.8 Coordination of Benefits. Sick leave benefits shall be coordinated with any other benefits received by an employee from Worker's Compensation or other sources paid for, in whole or in part, by the School District, so that the total pay received by the employee from all sources does not exceed the employee's regular daily rate of pay. It is the responsibility of the employee to deliver Worker's Compensation or other compensation payments or a report of such payments to the Payroll Manager in the District Administrative Office. The employee's sick leave allowance will be charged only for the amount necessary to bring the employee up to the regular daily rate of pay. If the employee has exhausted sick leave, the employee shall be entitled only to the benefits available from sources other than sick leave.

ARTICLE VII

EXTENDED LEAVES OF ABSENCE

Section 7.1 Application for Leave. An employee working twenty (20) hours per week or more who has completed at least one full year of service may apply for a leave of absence without pay for up to one year for the purpose of full-time care of a newborn or newly adopted child, medical disability or other special purposes. In considering such leave requests, the School District shall give consideration to the reason for the request, effect on the system, the availability of a substitute, a doctor's recommendation, and other factors which may be deemed relevant by the School District. The granting or denying of such leave requests shall be at the discretion of the School District. Leaves for special purposes shall ordinarily commence between the last day of school and August 15, but this requirement may be waived by the School District in an emergency situation.

Section 7.2 General Provisions for Extended Leaves.

- a) Extended leaves shall be without pay
- b) Application for an unpaid extended leave of absence shall be made in writing to the Assistant Superintendent at least 60 days prior to the beginning of the proposed leave. This application shall include the following:
 - 1. Purpose of the unpaid extended leave of absence.
 - 2. Proposed beginning date of the leave of absence.
 - 3. Proposed return date of the leave of absence.
- c) An employee taking an extended leave shall be governed by the rules and regulations of Public Employees Retirement Association (P.E.R.A.).
- d) An employee on approved leave, who has worked more than twenty (20) hours per week, is eligible to participate in the hospital medical group insurance program but must pay the entire premium for such program, commencing with the beginning of the leave, if permitted under the provision of the insurance policy.
- e) An employee who returns from an extended leave shall retain all previous experience credit and the unused sick, emergency, and personal leave accumulated from previous years. The employee shall not receive experience credit for the period of the leave. Experience credit, when applicable, shall be determined as follows:
 - 1. Completing 50% or more of the employee's total annual work days during a year shall be counted as one full year of experience or salary credit.
 - 2. Completing less than 50% of the employee's total annual work days shall be given no experience credit.
 - 3. An employee whose leave takes place in two (2) successive school years and who completes 150% or more of the employee's total annual work days in those two (2) years shall be given two (2) full years of experience or salary credit.

4. An employee whose leave takes place in two (2) successive school years and who completes less than 150%, but more than 50%, of the employee's total annual work days in those two (2) years shall be given one full year of experience or salary credit.

- f) An employee on an extended leave shall maintain his/her original seniority, but shall not gain credit for advancement on the salary schedule, for vacation time or for any provision related to years of service.
- g) An employee who has been granted an extended leave of absence must furnish written notice to the administration to whom the employee is responsible of intent to return to the job at least one (1) month prior to the date of return for a medical leave and three (3) months prior to the date of return for other extended leaves.

ARTICLE VIII

BENEFITS

Section 8.1 Benefit Eligibility For purposes of this Article, a full-time employee is defined as an employee who is scheduled both to (a) work a minimum of 167 days and (b) work thirty (30) or more hours per week. Unless otherwise provided in this Article, an employee must be a full-time employee in order to be eligible for the benefits described in this Article. Dental insurance is provided to full-time employees who in addition work a twelve (12) month schedule.

A part-time employee who is employed to (a) work at least 20 but less than 30 hours weekly, and (b) is scheduled to work at least 120 days during the school year, will be permitted to participate in the School District's group health plan at one half (1/2) the benefit allowed for full-time employees as defined in this section. In order to gain the benefit the part-time employee must apply and participate directly in the health program.

If a full-time employee is (a) enrolled in the district's health insurance program, and (b) reduced to part-time employment of twenty (20) hours per week or more, then the employee shall be eligible to continue participation at the full-time employee district contribution rate for a period of one (1) year from the time the employee is reduced to part-time employment. Upon termination of employment, all employer contributions shall cease.

Section 8.2 Group Insurance Policies. The selection of the insurance carrier and policy shall be made by the School District as provided by law. It is understood that the School District's only obligation is to purchase an

insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District or Union as a result of a denial of insurance benefits by an insurance carrier.

Section 8.3 Health Insurance. Effective January 1, 2022, The School District shall pay the following monthly premium for each full-time employee enrolled in the School District offered health insurance plans. Ninety percent (90%) of the premium for Single coverage; seventy-five percent (75%) of the premium for Employee Plus One coverage; and seventy-five percent (75%) of the premium for Family coverage. The School District's contribution shall be based upon the total premium for Plan C. The employee may apply the School District's contribution towards the health insurance plan in which the employee is enrolled. The employee is responsible for any premium amount above the School District's contribution. The employee's share is to be paid via payroll deduction.

Section 8.4 Dental Insurance. Effective November 1, 2005, the School District will pay 100% of the premium for School District sponsored dental insurance bid on a composite basis to full time employees. Part-time employees may purchase dental insurance and shall contribute the following amounts towards the premium: Single coverage - \$40 per month; Employee Plus One coverage - \$80 per month; Family coverage - \$120 per month. The School District shall contribute the balance of the premium for part-time employees.

Section 8.5 Life Insurance. The School District will pay 100% of the premium to provide term life insurance with double indemnity for accidental death in an amount equal to that of the employee's salary to the nearest thousand dollars.

The School District will also make available, if possible, supplemental term life insurance coverage at the employee's expense in an amount equal to the employee's salary to the nearest thousand dollars. Supplemental insurance coverage is subject to all terms and conditions imposed by the carrier (e.g. minimum participation requirements and the insurability of each employee.) Each employee electing such supplemental term life insurance coverage shall pay the full premium through payroll deduction; except that the School District shall pay the premium for supplemental life insurance coverage equal to the basic amount for any eligible employee who does not participate in the hospitalization and medical insurance plan (nor the HMO alternative) and who otherwise qualifies for supplemental life insurance coverage.

Section 8.6 Long Term Disability Insurance. The School District will pay 100% of the premium for long term disability protection. The benefit provided is 2/3 of the covered salary, up to a maximum covered salary of \$2,000 per month.

Section 8.7 Insurance Premium Payment. Any employee participating in the group health insurance plan may request to have the employee's share of the premium paid through salary reduction, wherein the district reduces the employee's salary by the employee cost, with the district then paying 100% of the health premium.

Section 8.8 Continuation of Group Insurance After Retirement. Any employee working twenty (20) or more hours per week who retires at or after age 55 may continue on the group health plan until death, insofar as the current group health plan offered by the district will permit, provided all premium costs (single, employee plus 1 and/or family) are paid by the retiree.

Section 8.9 Term Life Insurance for Retirees. Commencing July 1, 1995, the School District agrees to offer a \$10,000 term life insurance policy for retirees, eligible for life insurance when employed, until age 70, paid for by the retiree, with the understanding that this benefit is subject to the School District being able to secure this coverage with an insurance company.

Section 8.10 Cafeteria Plan: The School District will provide a cafeteria plan starting July 1, 1999, subject to applicable state and federal laws. The plan shall allow for payment of eligible employer sponsored insurance premiums, eligible medical expense reimbursement and eligible child care reimbursement through pre-tax salary reduction. If a secretary terminates employment during a plan year, an amount equal to any reimbursed expenses in excess of the amount of salary reduction will be paid by the secretary to the School District. The rules governing the use of the cafeteria plan are outlined in the plan document "Orono School District Cafeteria Plan."

Section 8.11 Matching Annuity: Effective no later than July 1, 2002 a full-time employee, as defined in Section 8.1 and hired after July 1, 1997 may participate in the District's matching annuity program as provided in Minnesota Statute § 356.24 subd. 1(5)ii. Or, effective no later than July 1, 2002 a full time employee, as defined in Section 8.1 who requests in writing by October 1, 2002 the benefits of this section in lieu of any benefits under Article IX, may participate in the District's matching annuity program as provided in M.S. 356.24 subd. 1(5)ii. Subject to the provisions contained herein.

- a) District Contribution.
The School District shall match an employee's contribution made during each plan year up to the following maximum amounts:

Years of Continuous Service	Maximum District Match
Zero (0) through three (3) years in ISD 278	\$0
Four (4) through nine (9) years in ISD 278	\$500
Ten (10) through fourteen (14) years in ISD 278	\$700
Fifteen (15) through nineteen (19) years in ISD 278	\$900
Twenty plus (20+) years in ISD 278	\$1,000

- b) For purposes of this Section, a "plan year" is defined as July 1 to June 30.
- c) The District match cannot be accumulated if an employee either (a) elects to begin participation after the employee's first year of eligibility, or (b) the employee does not make a contribution at least equal to the District's maximum plan year contribution.
- d) All provisions of the matching annuity are subject to applicable code provisions of Minnesota-Statutes and of the Internal Revenue Code 403(b). Provisions of the matching annuity are not subject to the Grievance Procedure in Article XV.
- e) The District's maximum lifetime contribution shall be no more than \$25,000.

Section 8.12 Sick Leave Sell Back: All employees with one hundred (100) unused sick days, or more, may elect to sell back to the District up to eight (8) days of unused sick leave once annually. The amount will be calculated at fifty percent (50%) of the employee's regular pay per day. The employee will receive this compensation in the form of a cash payout.

Section 8.13 Membership Dues. 12 month principal's secretaries are eligible for their membership dues for the Minnesota Association of Secretaries to the Principal (MASP) to be paid by the District.

ARTICLE IX

RETIREMENT

Section 9.1 Retirement Pay. The following provisions shall apply:

a) Twelve (12) month employees who have completed at least fifteen (15) years of continuous employment with the district, hired prior to July 1, 1997 and who are at least 55 years of age, shall be eligible for retirement pay pursuant to the provisions of this Article upon submission of written resignation accepted by the school board. Those hired on or after July 1, 1997 shall only be eligible for the matching annuity.

b) Less than twelve (12) month employees who work a minimum of 167 school days and are scheduled to work thirty (30) or more hours weekly and who have completed twenty (20) years of continuous employment with the district, hired prior to July 1, 1997, who are at least 55 years of age, shall be eligible for retirement pay pursuant to the provisions of this Article upon submission of a written resignation accepted by the school board. Those hired on or after July 1, 1997 shall only be eligible for the matching annuity.

c) To qualify under the fifteen (15) years provision, an employee must have worked fifteen (15) continuous years on a twelve (12) month basis. Any years worked on less than a twelve (12) month basis will be pro-rated and the twelve (12) month employee will qualify at the close of the year in which the total service for fifteen (15) years on the pro-rate basis occurs.

d) A year of employment is defined as a year worked in a full-time capacity (thirty (30) or more hours weekly). Part-time service will not be included and pro-rated for purposes of this Article.

e) An employee shall be eligible to receive as retirement pay the amount of unused sick leave days, up to a maximum of eighty (80) days, times the hours worked per day, times the daily hourly base rate applicable in the final year of employment with the district. The rate shall be the scheduled hourly rate of pay and will not include additional compensation for extended employment overtime pay or other extra compensation.

f) Retirement pay shall be paid by the employer in a lump sum at the time of retirement to the employee, or his/her named beneficiary or estate, or in annual installments over a time period not to exceed five (5) years from the effective date of the retirement, or in any other manner which would qualify the School District for full or partial reimbursement for such retirement payments. The determination of the method of payment shall be made by the School District.

g) Any employee retiring under provisions of Section 9.1 may continue

in the group health plan until death, provided all premium costs (single, employee plus 1 or family) are paid by the retiree.

h) Retirement pay provisions will apply only to employees who retire at the end of 1979-80 school year and thereafter.

ARTICLE X

DISCIPLINE AND DISCHARGE

Section 10.1 Probationary Period. Every new employee shall serve a probationary period of one year from employment date, during which time the employer shall have the unqualified right to discharge such employee without assigning any cause therefore and without recourse to the grievance procedure.

Section 10.2 Discipline and Discharge. The School District may discipline or discharge an employee who has completed the probationary period for just cause. The employer shall notify an employee of the right to have a Union representative present at a disciplinary meeting.

ARTICLE XI

JOB POSTING

Section 11.1 New Position. New positions or vacancies will be posted for a period of five (5) days. The School District will not hire from outside the bargaining unit for an ESP position without first posting the position. Postings will be emailed to employees.

Section 11.2 Qualifications. Qualifications, including but not limited to seniority, ability and job performance will be considered in filling posted positions. Administration reserves the right to make the final decision.

Section 11.3 Decision. The applicant and the union steward will be notified of the decision by the administration. If the applicant is not chosen to fill the posted position, the employee may request and will be granted, a meeting with the administrator to discuss the decision.

Section 11.4 Probationary Period. In addition to the initial probationary period, as set forth in Section 10.1, an employee transferred or promoted to a different classification shall serve a new probationary period

of ninety (90) working days in any such new classification. During this ninety (90) working day probationary period, if it is determined by the supervisor that the employee's performance in the new classification is unsatisfactory, the supervisor shall have the right to reassign the employee to his/her former classification. Employees may also request and be granted permission to return to their previous position as soon as a replacement is available.

Section 11.5 Transfers. Effective July 1, 2011 contract, employees who transfer into a new or vacant position within the bargaining unit from positions within the district but outside the bargaining unit shall be credited with their prior years of service for purposes of retirement per Article XI, and shall carry over accumulated sick and personal days.

ARTICLE XII

LAYOFF AND RECALL

Section 12.1 Layoff and Recall by Seniority. If an employee's position is eliminated, the employee shall have the right to displace the least senior employee in the same classification or the least senior employee in a lower classification. The displaced person shall then have the right to displace the least senior person in the next lower classification, etc. In all cases of displacement, the remaining employees must be qualified, as determined by the School District, to perform the duties of the new position assumed. Under no circumstances may an employee displace another employee in a higher job classification level.

Section 12.2 Recall. Employees on layoff will be recalled to work, as jobs at their classification level or below for which they are qualified, as determined by the School District, become available, in the reverse order of layoff: the last employee laid off will be the first rehired. The absence of an employee because of sickness, vacation, or leave of absence of three (3) months or less will not be considered an available position.

Section 12.3 Seniority List. An employee shall acquire seniority only after completion of the six (6) month probationary period. The school district will prepare a seniority list, which will be revised at least once in the fall of each year. Each employee who has completed the six (6) month probationary period will be assigned a district seniority date, based on such employee's first day of continuous service as an employee within the appropriate unit.

Section 12.4 Termination of Seniority Rights. An employee's seniority rights terminate upon the earliest of the following events:

- a) Discharge, resignation, or retirement;
- b) Failure to return to work upon expiration of a leave of absence;
- c) Layoff without recall for a period from the employee's last day of actual work for the district equal to the employee's length of active service, or two (2) years, whichever is less; or
- d) Failure to give written notice accepting recall within ten (10) days after notice of recall is mailed by the district to the last address furnished by the employee.

ARTICLE XIII

MANAGEMENT RIGHTS

Section 13.1 Authority of the School District. The laws of the State of Minnesota have vested in the School District the full authority to manage, control and direct the operation of the school district, and to adopt, modify or repeal policies, rules and regulations for the district. All such authority of the School District shall continue unimpaired, except as limited by a specific provision of this Agreement.

Section 13.2 Provisions Contrary to Law. Any portion of this Agreement which violates any provision of the laws of Minnesota or of the United States, or any rules or regulations promulgated thereunder, either now or hereafter, shall be null and void and without force and effect, with the provisions of such laws prevailing. If any provision of this Agreement or the application of any such provision under any circumstances is held invalid, that provision shall be severable and it shall not affect any other provisions of this Agreement or the application of such provision under such circumstances.

ARTICLE XIV

PHYSICAL EXAMINATIONS

A physical examination, at the School District's expense, can be requested by the School District if it is felt that health is interfering with job performance. All employees shall also take such tests and provide such reports as to their health as is required by statutes, rules or regulations promulgated by the State of Minnesota or any agency or department thereof.

ARTICLE XV

GRIEVANCES AND ARBITRATION

Section 15.1 Grievance. A "grievance" is any dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

Section 15.2 First Step. Any employee with a grievance shall take the matter up with her or his immediate supervisor within five (5) of the grievant's scheduled working days after the employee knew or should have known of the alleged wrongful interpretation or application of the Agreement. If the matter is not resolved to grievant's satisfaction within five (5) of the grievant's scheduled working days of when the grievant raised that matter with her or his supervisor, the employee may appeal the grievance to the Second Step.

Section 15.3 Second Step. An employee who is not satisfied with the disposition of the grievance at the First Step shall, with the assistance of the Union Steward, file a written statement of the grievance with the Director of Human Resources within ten (10) of the grievant's scheduled working days after completion of Step 1. The written statement must be dated and signed by the employee and shall set forth the fact and state the provisions of this Agreement alleged to have been violated. The Director of Human Resources and the Union Representative shall then attempt to resolve the grievance. If the parties fail to agree or the matter has not been satisfactorily adjusted within ten (10) of the grievant's scheduled working days after the grievance has reached the Second Step, the Union may appeal the grievance to the Third Step.

Section 15.4 Third Step. Within ten (10) scheduled working days after the disposition of the grievance at the Second Step, an employee who is not satisfied shall file with the Superintendent a written request for a meeting with the Board of Education regarding the grievance. At its next meeting, the Board of Education shall set a time for a meeting of the employee with the Board, or with a committee or representative of the Board. If the grievance is not satisfactorily resolved as a result of such meeting it shall be submitted to arbitration in accordance with the terms of Section 15.6.

Section 15.5 Board of Education Review. The Board of Education reserves the right to review any decision issued under the First or Second Steps of this grievance procedure provided the Board or its representative notifies the Union of its intention to review within ten (10) scheduled working days after the decision has been rendered. In the event that the Board reverses or modifies the decision, the grievance may be submitted to arbitration under Section 15.6.

Section 15.6 Submission to Arbitration. The Union may submit to arbitration any grievance which has been properly processed through the Third Step of the formal grievance procedure or which has been reversed or modified by the Board under Section 15.5. The Union must file with the Superintendent a written notice of intention to arbitrate not more than fifteen (15) scheduled working days after the decision by the Board or its representative under Section 15.4 or Section 15.5.

Section 15.7 Jurisdiction and Authority of Arbitrator. The arbitrator shall have jurisdiction only over those grievances which have been properly submitted to arbitration in accordance with the terms of this Agreement. The arbitrator shall have no power to add or subtract from, or change, modify or amend in any way the terms and conditions of employment set forth in this Agreement; nor shall the arbitrator have any power to decide any issue determined to involve matters of inherent managerial policy. The decision of the arbitrator shall be subject to all the limitations of arbitration decisions set forth in PELRA.

Section 15.8 Representation. Any employee, supervisor, or the School Board may be represented at any stage of the formal grievance procedure by any person or agent designated by such party to act in his behalf.

Section 15.9 Time Limitations. Since it is important that grievances be processed as rapidly as possible, the time limitations specified herein shall be considered as a maximum and every effort will be made to expedite the process. Such time limitations may be extended only by mutual consent. Failure of an employee or the Union to comply with the limitations specified shall constitute a waiver of the grievance. Failure of a supervisor or the Board of Education to act within the time limitations specified shall constitute a denial of the grievance and shall permit the employee or the Union to proceed to the next stage.

ARTICLE XVI

STRIKES AND LOCKOUTS

Section 16.1 No Strikes. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties have established a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this contract. The Union accordingly agrees

that it will not directly or indirectly, engage in or assist in any strike, pursuant to PELRA.

Section 16.2 No Lockouts. The School District also agrees that it will not, during the period of this Contract, directly or indirectly engage in or assist in a lockout or any unfair labor practice as defined in the PELRA.

ARTICLE XVII

DURATION AND RENEGOTIATION OF AGREEMENT

Section 17.1 Term of Agreement. This Agreement shall become effective as of July 1, 2023, and shall continue in full force and effect to and including June 30, 2025, and annually thereafter except as modified in accordance with the provisions of this Article XVII.

Section 17.2 Effect of Agreement. Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded. All understandings and agreements between the parties are set forth in this Agreement.

Section 17.3 Modification. Either party desiring to modify this Agreement must notify the other party in writing at least sixty (60) days but not more than ninety (90) days prior to June 30, 2021, or at least sixty (60) days but not more than ninety (90) days prior to June 30, of any year thereafter. Negotiations with respect to proposed modifications may commence at any time after notice of proposed modifications has been given.

Section 17.4 Negotiations During Terms. Any matters relating to terms and conditions of employment whether or not referred to in this Agreement shall not be open for negotiations during the term of this Agreement except by mutual consent.

Section 17.5 Severability. If any part, term or provision of this Agreement is held to be illegal, in conflict with any law or otherwise invalid, the remaining portion or portions shall be considered severable and not be affected by such determination, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provisions held to be illegal or invalid. The Parties agree to meet-and-negotiate impact if any part, term or provision of this Agreement is severed under this section.

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

FOR:

Service Employees International
Union (SEIU) Local 284

Union Steward

Committee Representative

Chief Union Negotiator

Dated this _____ day of

_____, 20_____

FOR:

Independent School District No. 278
Orono Schools

Chairman

Clerk

Chief Board Negotiator

Dated this _____ day of

_____, 20_____

MEMORANDUM OF UNDERSTANDING

Between
Service Employees International Union Local 284 ("Union")
And
Independent School District No. 278 Orono Public Schools ("District")

Health Services Specialist Differentials

WHEREAS, the District and the Union will engage in negotiations regarding the terms of a Collective Bargaining Agreement effective from July 1, 2021 through June 30, 2023; and

WHEREAS, the parties agree that health needs of students in some cases call for medical evaluation and care from a trained and certified health service professional, and

WHEREAS, the parties are interested in appropriately recognizing health service professionals who possess a valid and current nursing license or certificate.

THEREFORE, BE IT RESOLVED that an employee who is in the position of Health Services Specialist, shall be paid an hourly differential after furnishing a valid and current nursing license or assistant certificate, according to the table below.

FURTHERMORE, BE IT RESOLVED that a differential will be paid for all hours worked from the date of the District's receipt of the license or certificate. The employee will receive the differential until the expiration of his or her license and while employed in this position. Differentials are not cumulative. In the case of multiple valid licenses, each employee shall be compensated only for the highest level of certificate or license held.

Certificate or License Title	Hourly Differential For Level III Health Clerk
Nursing Assistant certificate (CNA)	\$0.25
Medical Assistant certificate (CMA or RMA)	\$0.50
Licensed Practical Nurse (LPN) license	\$1.50
Registered Nurse (RN) license (2-Year Nursing Degree)	\$2.50
Registered Nurse (RN) license (Bachelor's Nursing Degree)	\$4.50
Licensed School Nurse license (LSN)	\$6.50

FURTHERMORE, BE IT RESOLVED that it is understood that the District will decide in each posting, whether a specific level of certificate or license is required.

FURTHERMORE, BE IT RESOLVED that nothing in this MOU shall be deemed to establish a precedent or practice or to alter any established precedent or practice arising out of or relating to the Master Agreement between the District and the Union.

This Memorandum of Understanding will be in effect through June 30, 2025 and any extension mutually agreed to by the parties.

FOR:

Service Employees International
Union (SEIU) Local 284

Steward

Committee Representative

Contract Organizer

Date

FOR:

Independent School District No. 278
Orono Schools

School Board Chairperson

Clerk

Chief Board Negotiator

Date

MEMORANDUM OF UNDERSTANDING

Between
Service Employees International Union Local 284 ("Union")
And
Independent School District No. 278 Orono Public Schools ("District")

Sick Leave Sell Back- June 2025

An employee with five or more completed years of service with the School District may sell back to the District two days of sick leave in June 2025. The employee will receive compensation equal to fifty percent (50%) of the employee's regular pay per day. The employee will receive this compensation in the form of a cash payout. This sick leave sell back is in addition to any sick leave sell back to which an employee may be eligible under Article VIII, Section 8.12 of this Agreement.

This Memorandum of Understanding will expire and have no effect after June 30, 2025.

FOR:

Service Employees International
Union (SEIU) Local 284

Steward

Committee Representative

Contract Organizer

Date

FOR:

Independent School District No. 278
Orono Schools

School Board Chairperson

Clerk

Chief Board Negotiator

Date

MEMORANDUM OF UNDERSTANDING

Between
Service Employees International Union Local 284 ("Union")
And
Independent School District No. 278 Orono Public Schools ("District")

Acknowledgement and Appreciation - One-Time Payments

WHEREAS, in acknowledgement and appreciation for contributions made by Educational Support Professionals, the District will make a one-time payment to each employee from remaining ESSER funds available during the 2023-2024 school year.

THEREFORE, BE IT RESOLVED, the maximum payment for Educational Support Professionals will be \$50 per month worked, or \$500 for 10 month employees and \$600 for 12 month employees.

This Memorandum of Understanding will expire and have no effect after June 30, 2024.

MEMORANDUM OF UNDERSTANDING

Between
Service Employees International Union Local 284 (“Union”)
And
Independent School District No. 278 Orono Public Schools (“District”)

Earned Sick and Safe Time – Educational Support Personnel

WHEREAS, the District and the Union have engaged in negotiations regarding the terms of the Educational Support Personnel Master Contract effective from July 1, 2023, through June 30, 2025; and

WHEREAS, Effective January 1, 2024, Minnesota's earned sick and safe time law requires employers to provide paid Earned Sick and Safe Time (“ESST” or “Sick and Safe Time”) leave to employees who work in the State for reasons related to personal, or family member exigencies, as defined in Minnesota Section 181.9447 (See Appendix A); and

WHEREAS, employees who work at least eighty (80) hours in the work year shall be eligible to accrue and use ESST leave as per the guidelines set forth in this MOU and Minnesota Statute Section 181.9447; and

WHEREAS, for purposes of this MOU and implementation of Section 181.9447, the following definitions shall be utilized; “family member” is defined in Subdivision 7 of Minnesota Section 181.9445 (see Appendix B). “Work year” is defined by the School District’s fiscal year, beginning July 1, and ending June 30.

THEREFORE, BE IT RESOLVED, ESST leave shall accrue at the rate of one hour of leave for every nineteen (19) hours worked by the employee, up to a maximum of 96 hours in a work year for 12 month employees; a maximum of 88 hours for 11 month employees; and a maximum of 80 hours for school term employees; and accruable year-over-year to a maximum allowable limit of eighty (80) hours. ESST leave time shall be posted by the first annual work day, based on each employee’s anticipated annual work hours. ESST leave hours will be added during the year for time worked beyond the initial allotment, which by formula would result in additional accrual.

FURTHERMORE, BE IT RESOLVED, employees may use accrued ESST leave for purposes, as outlined in the statute, and expressed in Appendix A of the Master Agreement; and

FURTHERMORE, BE IT RESOLVED, ESST use shall be regulated by certain restrictions. *Employees*

- A. May utilize up to, but may not exceed, the maximum allowable ESST limit within a work year;
- B. May not utilize more ESST leave time than available or accrued;-and
- C. May only utilize sick leave time under traditional parameters applied prior to January 1, 2024, and as stated below in this MOU.

FURTHERMORE, BE IT RESOLVED, the balance of individuals’ ESST accrual remaining at the end of the year shall transfer forward to the next work year into a Sick and Safe Time Rollover leave category, except that at no time shall the ESST Rollover Leave category balance exceed 80 hours. ESST hours rolled over from the prior year that exceed 80 hours shall be subsequently transferred to employees’ respective Sick Leave balances.

Figure 1

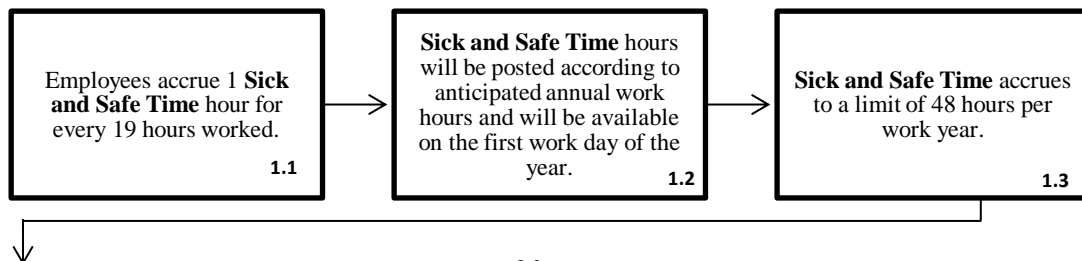
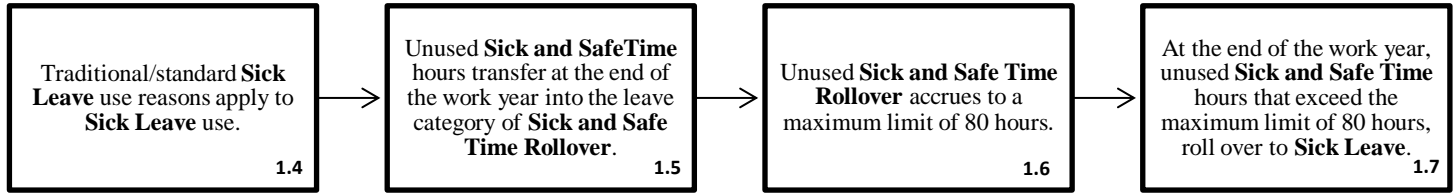


Figure 1 Continued



FURTHERMORE, BE IT RESOLVED, Sick Leave balances that existed prior to the enactment of this Memorandum, as well as any additional hours accrued through rollover (see 1.6 in Figure 1), may be used after ESST Leave Balances have been exhausted for absences due to these explicit purposes: personal illness or illness of or injury to the employee's child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary. Additionally, an employee may use accrued Sick Leave as Safety Leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or harassment or stalking. Safety Leave may be utilized for the same family members identified in this paragraph.

FURTHERMORE, BE IT RESOLVED that nothing in this MOU shall be deemed to establish a precedent or practice or to alter any established precedent or practice arising out of or relating to the Master Agreement between the District and the Union; and

FURTHERMORE, BE IT RESOLVED that this MOU shall be effective upon signature by both parties and shall remain in effect until the expiration of the current collective bargaining agreement. Any amendments or extension to this MOU shall be made in writing and agreed upon by both parties.

FOR:
 Service Employees International Union
 (SEIU) Local 284

FOR:
 Independent School District No. 278
 Orono Public Schools

Steward

School Board Chairperson

Committee Representative

Clerk

Contract Organizer

Chief Board Negotiator

Date

Date

APPENDIX A

Minnesota Statute 181.9447. USE OF EARNED SICK AND SAFE TIME

Subdivision 1. Eligible use.

An employee may use accrued earned sick and safe time for:

- (1) an employee's:
 - (i) mental or physical illness, injury, or other health condition;
 - (ii) need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or
 - (iii) need for preventive medical or health care;
- (2) care of a family member:
 - (i) with a mental or physical illness, injury, or other health condition;
 - (ii) who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or other health condition; or
 - (iii) who needs preventive medical or health care;
- (3) absence due to domestic abuse, sexual assault, or stalking of the employee or employee's family member, provided the absence is to:
 - (i) seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking;
 - (ii) obtain services from a victim services organization;
 - (iii) obtain psychological or other counseling;
 - (iv) seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault, or stalking; or
 - (v) seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking;
- (4) closure of the employee's place of business due to weather or other public emergency or an employee's need to care for a family member whose school or place of care has been closed due to weather or other public emergency;
- (5) the employee's inability to work or telework because the employee is: (i) prohibited from working by the employer due to health concerns related to the potential transmission of a communicable illness related to a public emergency; or (ii) seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and such employee has been exposed to a communicable disease or the employee's employer has requested a test or diagnosis; and
- (6) when it has been determined by the health authorities having jurisdiction or by a health care professional that the presence of the employee or family member of the employee in the community would jeopardize the health of others because of the exposure of the employee or family member of the employee to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

For the purposes of this subdivision, a public emergency shall include a declared emergency as defined in section 12.03 or a declared local emergency under section 12.29.

APPENDIX B

Minnesota Statute 181.9445. USE OF EARNED SICK AND SAFE TIME.

Subd. 7. Family member.

"Family member" means:

- (1) an employee's:
 - (i) child, foster child, adult child, legal ward, child for whom the employee is legal guardian, or child to whom the employee stands or stood in loco parentis;
 - (ii) spouse or registered domestic partner;
 - (iii) sibling, stepsibling, or foster sibling;
 - (iv) biological, adoptive, or foster parent, stepparent, or a person who stood in loco parentis when the employee was a minor child;
 - (v) grandchild, foster grandchild, or stepgrandchild;
 - (vi) grandparent or stepgrandparent;
 - (vii) a child of a sibling of the employee;
 - (viii) a sibling of the parents of the employee; or
 - (ix) a child-in-law or sibling-in-law;
- (2) any of the family members listed in clause (1) of a spouse or registered domestic partner;
- (3) any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and
- (4) up to one individual annually designated by the employee.

APPENDIX C

United States Title 29 Section 2611 Definitions (6) Health Care Provider

1. The Act defines “health care provider” as:
 - i. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; or
 - ii. Any other person determined by the Secretary to be capable of providing health care services.
2. Others “capable of providing health care services” include only:
 - i. Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X ray to exist) authorized to practice in the State and performing within the scope of their practice as defined under State law;
 - ii. Nurse practitioners, nurse midwives, clinical social workers and physician assistants who are authorized to practice under State law and who are performing within the scope of their practice as defined under State law;
 - iii. Christian Science Practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts. Where an employee or family member is receiving treatment from a Christian Science practitioner, an employee may not object to any requirement from an employer that the employee or family member submit to examination (though not treatment) to obtain a second or third certification from a health care provider other than a Christian Science practitioner except as otherwise provided under applicable State or local law or collective bargaining agreement.
 - iv. Any health care provider from whom an employer or the employer’s group health plan’s benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits; and
 - v. health care provider listed above who practices in a country other than the United States, who is authorized to practice in accordance with the law of that country, and who is performing within the scope of his or her practice as defined under such law.