

AGREEMENT

BETWEEN

INDEPENDENT SCHOOL DISTRICT #727

AND

**SCHOOL SERVICE EMPLOYEES LOCAL #284
SECRETARIAL & PARAEDUCATORS, CUSTODIAL AND
FOOD SERVICE BARGAINING UNIT**

JULY 1, 2022 TO JUNE 30, 2024

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ARTICLE I- PURPOSE

This Agreement is entered into between Independent School District No. 727, Big Lake, Minnesota, (“School District” or “Employer”), and Service Employees International Union Local No. 284, SEIU, CTW, AFL-CIO (“Exclusive Representative” or “Union”) pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, (“PELRA”) to provide the terms and conditions of employment for aide, clerical, custodial/maintenance, food service, secretarial and paraeducator employees during the duration of this Agreement.

ARTICLE II- RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 2.1 Recognition:

In accordance with the PELRA, the School District recognizes Service Employees International Union Local No. 284 as the Exclusive Representative for all aide, clerical, custodial/maintenance, food service, secretarial, and paraeducator employees employed by Independent School District No. 727. The Exclusive Representative shall have those rights and duties as prescribed by PELRA, and as described in the provisions of this Agreement.

Section 2.2 Appropriate Unit:

The exclusive representative shall represent all such employees of the School District contained in the appropriate unit as defined in Article III, Section 3.2 of this Agreement and the PELRA and in the certification by the Commissioner of the Bureau of Mediation Services (“BMS”), in BMS case number 15PCL0400, described as all aide, clerical, custodial/maintenance, food service, paraeducator and secretarial employees of Independent School District No. 727, Big Lake, Minnesota who are public employees within the meaning of Minn. Stat. §179A.03, subd. 14, including, but not limited to, Lead Custodians, Ala Carte Cooks, Office Specialists, Supervisor Aides, Administrative Assistants, Education Assistants/Paraeducators, Health Assistants, Custodians, Groundskeepers, Office Assistants, Nutrition Assistants, Program Secretaries, and Second Cooks and excluding supervisory, confidential and all other employees.

ARTICLE III –DEFINITIONS

Section 3.1 Terms and Conditions of Employment:

"Terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits, except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the employer's personnel

policies affecting the working conditions of the employees. "Terms and conditions of employment" is subject to the provisions of the PELRA.

Section 3.2 Description of Appropriate Unit:

“Appropriate Unit” means all aide, clerical, custodial, maintenance, food service, secretarial, and paraeducator employees in the appropriate unit employed by the School District in such classifications excluding the following: confidential, supervisory, essential and part-time employees whose employment services do not exceed the lesser of fourteen (14) hours per week (12 hours per week for food service employees) or thirty-five (35) percent of the normal work week in the employee’s bargaining unit within his/her classification, employees who hold positions of a temporary or seasonal character for a period not in excess of sixty-seven (67) work days per calendar year, unless those positions have already been filled in the same calendar year and the cumulative number of days in the same position by all employees exceeds sixty-seven (67) calendar days in that year, and emergency employees excluding supervisory and confidential employees (such as the Superintendent’s secretary).

Section 3.3 School District:

For purposes of administering this Agreement, the term/word "School District/Employer" shall mean the School Board or its designated representative(s).

Section 3.4 Full-Time Employees:

A full-time clerical, secretarial, paraeducator, or aide employee, or food service employee is one who is employed for six (6) or more hours per day. A full time custodial/maintenance employee is one who is employed for eight (8) hours per day for twelve months during a school year.

Section 3.5 Custodial Work:

The routine work of custodial/maintenance employees shall also include all maintenance work needed to operate and maintain the buildings and grounds in good condition. This shall include the normal cleaning functions, plumbing, glazing, painting, carpenter repairs, electrical repairs, etc., insofar as the capabilities of the individual will allow.

Section 3.6 Temporary Employees: Secretarial and Paraeducator:

Positions that last for less than sixty-seven (67) days shall be deemed as temporary and are not included in the bargaining unit. The rate of pay for temporary secretarial and paraeducator positions will be that of the substitute rate. In the event that the temporary position continues longer than sixty-seven (67) days, the position will be posted in accordance with Article XI of this Agreement and will be

considered a bargaining unit position. In the event that the employee occupying the temporary position is hired for a permanent position, and no break in service occurs, the employee's date of hire for the temporary position will be considered the employee's seniority date in the School District. In addition, such time worked in the temporary position will be counted toward the employee's one hundred-eighty (180) day probationary period.

Section 3.7 Other Terms:

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

ARTICLE IV - SCHOOL DISTRICT RIGHTS

Section 4.1 Inherent Managerial Rights:

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

Section 4.2 School Board Responsibilities:

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

Section 4.3 Effect of Laws, Rules and Regulations:

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

Section 4.4 Reservation of Managerial Rights:

The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

ARTICLE V - EMPLOYEE RIGHTS

Section 5.1 Right to Views:

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

Section 5.2 Right to Join:

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

Section 5.3 Request for Dues Check Off:

Pursuant to PELRA, employees shall have the right to request and be allowed dues check off for the employee organization of their selection, provided that dues check off and the proceeds thereof shall not be allowed any organization that has lost its right to dues check off pursuant to PELRA.

Upon receipt of a properly executed authorization by the employee involved, the School District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the Exclusive Representative during the period provided in said authorization. The parties agree that authorization includes electronic recorded phone calls and other authorizations created and maintained by use of electronic records and electronic signatures consistent with state and federal laws. The School District will remit deducted dues to the Union not less than once per month.

Section 5.4 Union Access to Information:

Upon written request of the Union, the School District shall provide the Union with a list of all bargaining unit employees that includes each employee's name, home address, home phone number, work hours, work location, position, classification, wage schedule placement, date of employment and electronic mail address. The Union's request for this list shall be granted no more than once per year unless the changes have occurred in the information previously provided by the School District. This paragraph shall not be subject to the grievance process.

Section 5.5 Notification of Newly Hired Employees:

The School District shall notify steward(s) within ten business days of hiring any employee to a job class and assignment eligible for membership within the unit. The School District shall provide the name of the individual hired and his or her location of assignment to said steward(s).

ARTICLE VI- RATES OF PAY

Section 6.1 Rates of Pay:

Subd. 1 – Wage Rates and Status of Salary Schedule. The wages and salaries reflected in Appendixes A and B, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2022, through June 30, 2024. In the event a successor Agreement has not been executed at the time of the expiration of this Agreement, an employee shall be compensated at the current rate and step until such time that a new Agreement is executed, at which time step movement and wage adjustments will be implemented in accordance with the terms of the successor Agreement. Upon execution of this Agreement, step movement and wage adjustments will be applied retroactively to July 1, 2022, and each employee will receive retroactive pay to that date.

Subd. 2 - Withholding of Step Movement. The School District reserves the right to withhold a salary increase in individual cases when it can be shown that a deficiency in the performance of an individual employee necessitates such action.

Subd. 3 - Regular Step Movement. Employees shall move up steps on the salary schedule on July 1st each year. An employee whose beginning employment date occurs between July 1st and prior to January 1st shall receive credit for one (1) year of service on July 1st. An employee whose beginning employment date occurs between January 1st and prior to June 30th shall not receive credit for one(1) year of service until July 1st of the following contract year.

Subd. 4 - Movement amongst Classifications. An employee moving from one (1) classification within a current classification series (e.g. secretarial and food service) to a higher classification within a current classification series shall be placed on the step in the higher classification that is nearest to (without going below) the employee's rate of pay in the original classification.

An employee moving to a higher classification within a classification series will not suffer a loss of pay and remains eligible for regular step movement.

Subd. 5 - Reemployment: An employee who is rehired within nine (9) months of resignation shall be placed on the same step as they were on at the time of resignation and retain all accrued benefits based on years of service at the time of resignation (e.g. sick leave, personal leave, vacation, longevity, 403b, seniority date). The employee shall not accrue seniority during the time of resignation to reemployment date.

Section 6.2 Mileage Reimbursement:

Employees shall be reimbursed for the use of their personal cars for conducting business of the School District at the current IRS rate as set by the School District.

Section 6.3 Split Shifts:

There shall be no split shifts for custodial/maintenance employees. Split shifts shall be defined as two periods of work in one day separated by more than a one (1) hour period.

Subd. 1 - Split shift pay. Employees working split shifts will be paid at their normal rate of pay for all hours worked as assigned by the School District.

Subd. 2 – Other positions. Employees who apply for and are hired for another position between their split shift shall be paid the rate for that position.

Section 6.4 License Renewal Fee:

The bi-annual license renewal fee for health assistants renewing a practical nursing license shall be reimbursed to staff employed in the position of health assistant at the time of renewal. The School District will pay the initial cost of the necessary boiler license, and the cost of renewing the license for those employees required to hold a license for their position.

Section 6.5 Substitute Pay:

Subd. 1 - When a secretary or paraeducator employee substitutes for five (5) consecutive days or longer in any higher paid position within his/her classification (secretary or paraeducator), the employee substitute will make a lateral move to the appropriate wage schedule commensurate with the employee's current step retroactive

to the first day of substituting in that position. An employee's pay will not be decreased while substituting for a position in a lower pay category.

Subd. 2 - When a custodian working days assumes the duties of the building lead custodian for more than four (4) days in the lead custodian's absence, he/she shall receive the lead custodian's pay (at the substitute employee's step) for the hours the employee is working without a custodial building supervisor on site. An employee shall not be paid less in the first four (4) day of substitution (shift differential) when working days as a substitute for a lead custodian (site supervisor).

Subd. 3 - Any Food Service employee who assumes the duties of an absent cook with higher responsibility for more than five (5) consecutive days shall make a lateral move to the appropriate wage schedule (i.e.: A12 to B21) commensurate with the employee's current step, in that cook's absence, for the hours the employee replaced the higher level cook beginning on the sixth (6th) consecutive day, retroactive to the first day of the replacement. Employees will not go down in pay if substituting in a lower pay category (i.e.: B21 to A12).

Subd. 4. An employee substituting for another employee in a different department (e.g. paraeducator or secretarial employee subbing as a custodian) shall be paid at the step closest to the employee's current pay rate, not negative, if possible, in the appropriate pay schedule for which they are subbing in the different department.

ARTICLE VII – SENIORITY, LAYOFF AND RECALL

Section 7.1 Seniority Rights:

The School District recognizes that the purpose of seniority is to provide a declared policy as to the order of layoff and recall of employees and advancement or promotion. An employee who is properly discharged or resigns shall forfeit his/her seniority and in the event of re-employment his/her seniority rights shall begin as of the date of his/her re-employment. Promotion will be based on seniority and the applicant's qualifications to fit the job description.

Section 7.2 Seniority Date:

An employee shall accrue seniority upon completion of her or his initial probationary period as per Article XIV, Section 14.1. An employee's seniority date shall be retroactive to their most recent first date of active continuous service in a position in the bargaining unit. The School District shall promulgate a seniority list of all employees in the School District by February 1 of each year. A separate seniority list shall be provided for each type of position: Secretarial, Paraeducator, Custodial/maintenance and food service. An employee who disputes his/her standing on the list may process a grievance pursuant to the grievance procedure.

Section 7.3 Layoff and Recall:

The parties recognize the principle of seniority in the application of this Agreement, within each classification series, concerning reduction in force, provided the employee is fully qualified to perform the duties and responsibilities of the position. Positions are placed into one of the following classification series: secretarial positions; paraeducator positions, custodial/maintenance positions and food service positions. Two (2) weeks notice shall be given to an employee who is to be laid off. Employees with the least continuous service shall be laid off first within a classification series. An employee on layoff shall retain seniority and right to recall, within a classification series, in seniority order for a period of twelve (12) months after the date of layoff. If any opening subsequently occurs, the laid off employee with the most continuous service shall be the first recalled. If a former employee elects not to return to work when recalled, he/she shall lose his/her seniority rights.

Section 7.4 Implementation of Layoffs within Classification Series: Paraeducator and Secretarial Employees:

When implementing layoffs within the Paraeducator and Secretarial classifications series, the following additional provisions shall apply:

- a. Employees may exercise their seniority rights to bump a less senior staff member if their position is eliminated, reduced by sixty (60) minutes or more per day, or reduced by enough hours to move them into a different employment status or to cause loss of a wholly employer paid benefit based on category of employment. For purposes of this provision, categories of employment status are full-time benefit eligible, part-time benefit eligible, and part-time not eligible for benefits.
- b. Senior employees can bump the least senior employee in their classification.
- c. If an employee is the least senior employee in his/her classification, he/she may bump the least senior employee in the next lower classification. A secretary may bump a less senior employee two or more classifications lower than the secretary currently occupies but shall be paid the secretary's current rate of pay or the highest rate of pay for that classification, whichever is lower.
- d. Prior to any layoffs, the Union and School District will meet to agree on a process and bumping rights so that the least senior employees are placed on layoff.
- e. An employee who chooses to bump a less senior employee shall assume the less senior employee's position as that position exists (e.g.: An employee occupying an 11-month position, that assumes another employee's 12-

month position, shall work 12-months or an employee who works a 12-month position and assumes another employee's 9-month position, shall then work 9-months.)

f. "Position" is defined as all hours an employee works in his/her classification as a secretary or paraprofessional, even if the employee works split hours at different work sites or with different job titles.

g. "Seniority" refers to the employee's seniority date as defined in Section 7.2

h. Employees with bumping rights shall provide the School District's Human Resources Manager with written notice of their election to bump within seven (7) calendar days of the date of the layoff notice.

An employee shall be placed on a recall list if that employee either: (1) does not exercise her/his bumping rights and is laid off; or (2) does not have sufficient seniority to bump and is laid off. The laid off employee shall remain on the recall list for one year.

Employees who accept the reduction in hours and bump shall remain on the recall list, for one year, for open positions that would reinstate the employee to the same position or similar position that the employee occupied prior to the employee exercising bumping rights under this Section. For purposes of this Section, "similar position" means within the same classification series of: secretarial (A13); secretarial (B21); secretarial (B22/21); (secretarial B22); and paraeducator.

Employees who accept recall to a position in a lower classification series within one year of the notice of recall retain the right to future recall positions to a same or similar position as the employee occupied prior to layoff. This right will expire one year from the date of the notice of initial layoff.

An employee is not entitled to be recalled to a higher classification series.

VIII - GROUP INSURANCE

Section 8.1 Selection:

The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Section 8.2 Health and Hospitalization Coverage:

Subd. 1 – Full-Time Employees. The School District will contribute a sum not to exceed \$690 for the 2022-2023 benefit plan year, and \$710 for the 2023-2024 benefit plan year, per month or the premium (whichever is less) toward the premium for single coverage. The School District will contribute a sum not to exceed \$1545 for the 2022-2023 benefit plan year and \$1615 for the 2023-2024 benefit plan year per month toward the cost of the premium for family coverage. Employees who are assigned enough hours per week to qualify as a full-time employee as defined in ARTICLE III, Section 3.4 of this Agreement and enroll in the School District’s group health and hospitalization insurance plan shall be eligible for said premium contributions. Any additional cost of the premium shall be borne by the employee and paid through payroll deduction.

Subd. 2 – Part-Time Employees. Employees who do not meet the requirements of a full-time employee as defined in Section 3.4 may enroll in the School District group health and hospitalization plan if they are assigned enough hours to so qualify. If enrolled, the School District shall contribute a pro rata share of the contribution made for full-time employees.

Subd. 3 - For paraprofessionals and secretaries, when a temporary change in hours worked results in a change in the employee’s level of health insurance benefit eligibility, the School District will pay the applicable rate of proration in accordance with Section 8.2, Subd. 2. If the change in qualifying hours occurs from the 1st through the 14th of the month, the School District will pay the applicable prorated benefit for the entire month. When the change in qualifying hours occurs from the 15th through the last day of the month, the School District will pay the applicable prorated benefit starting on the first day of the following month.

Subd. 4 - Married Couples Who Are Both Employed by the School District 727. The School District will pay either two full single contributions or one full family contribution per month toward the premium policy in the School District’s group health and hospitalization insurance plan for married couples who are both employed and insurance eligible.

Subd. 5 – ACA Eligibility. Employees who do not qualify as full-time employees as defined in Section 3.4 of this Agreement, but who are employed full-time as defined by the Affordable Care Act (“ACA”), as amended, shall be eligible for full-time employee benefits as set forth in this Article. Full-time benefits also shall be construed to be compliant with the ACA, if applicable, and shall be adjusted to the minimum required benefit, as necessary. In the event the ACA is repealed, the language in this section shall be construed to be compliant with any successor legislation to the ACA that defines health care insurance eligibility and benefit requirements for full-time and part-time employees. In the event healthcare insurance eligibility and benefit standards for full-time/part-time employees are not defined by law, this subdivision shall no longer be valid.

Subd. 6 - For employees electing to take the H.S.A. high deductible plan, the district will contribute any remaining dollar amount after the monthly premium has been paid, into the employee's HSA account.

Section 8.3 Dental Insurance/Reimbursement Plan:

The School District shall contribute forty-eight dollars (\$48) per month toward the premium of a single dental plan for any employee who qualifies as required by the contract between the insurance carrier and the School District and who works thirty (30) hours or more per week. An employee also may enroll in a family plan by paying the difference between the single and family premiums by payroll deduction. Any additional cost of the premium beyond the School District's contribution shall be borne by the employee and paid through payroll deduction.

Section 8.4 Life Insurance:

The School District shall provide a life insurance policy with a coverage benefit of fifty thousand dollars (\$50,000) for each employee working twenty (20) hours or more per week covered by this Agreement. Subject to the terms and conditions of the policy.

Section 8.5 Claims Against the School District:

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

Section 8.6 Long Term Disability:

The School District shall pay the cost of the premium for long-term disability insurance for all eligible employees working thirty (30) hours or more per week.

Section 8.7 Liability Insurance:

The School District will pay the total cost of School District liability insurance for employees covered under this Agreement.

Section 8.8 Duration of Insurance Contribution:

An employee is eligible for School District contributions, as provided in this Article, as long as the employee is employed by the School District, on FLMA or paid status, and enrolled in the School District's insurance plan. Upon termination of employment, all School District contributions shall cease.

Section 8.9 Insurance Eligibility:

Employee eligibility for group insurance benefits is subject to any limitations contained in the contract between the insurance carrier and the School District.

ARTICLE IX - LEAVES OF ABSENCE

Section 9.1 Sick Leave:

Subd. 1 – All full-time custodial/maintenance employees shall earn sick leave at the rate of fifteen (15) days each year of service in the employ of the School District, at a rate of one and one-quarter (1.25) days per month.

All full-time secretarial, paraeducator and food service employees shall earn sick leave equivalent to one (1) day per month for each month worked in the employ of the School District.

Part-time employees shall earn sick leave on a pro-rata basis.

Custodial/maintenance Employees shall accrue sick leave the first (1st) day of the month each month worked. For secretarial, paraeducator and food service employees, all sick time shall be made available for utilization the first (1st) student contact day of the school year.

In the event an employee utilizes sick leave in excess of the employee's entitlement for the year (e.g. early separation from employment), said employee agrees to deduct the additional time from employee's final paycheck.

A sick leave day is defined as the number of hours in the employee's regular schedule on the day of absence.

Subd. 2 - Unused sick leave days may accumulate to a maximum credit of one hundred twenty-five (125) days of sick leave per employee.

Subd. 3 - Sick leave with pay shall be allowed by the School District whenever an employee's absence is found to have been due to illness, injury, or disability of the employee, his/her minor child, his/her spouse, or adult child which prevented his/her attendance at work and performance of duties on that day or days. Minor child shall be defined in accordance with applicable State and Federal statutes. As per Minnesota Statutes Section 181.9413, an employee shall be allowed to use sick leave for absences due to illness, injury, or disability of the employee's sibling, parent, grandparent, stepparent, father-in-law, mother-in-law, or grandchild.

Subd. 4 - If an employee utilizes sick leave on three (3) or more consecutive

work days, exhibits a pattern of sick leave use, a concern is raised that the employee is misusing sick leave, or the use of leave arises in conjunction with a leave not addressed in this Agreement (e.g., FMLA/ADA), the School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, injury, or disability, indicating such absence was due to illness, injury, or disability, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School District. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 5 - Sick leave allowed shall be approved and deducted from the unused accumulated sick leave days earned by the employee when the proper forms are received in the School District Office.

Subd. 6 - Sick leave may be utilized during the period of physical disability resulting from a condition of pregnancy or childbirth. The employee will provide the School District with a physician's statement certifying the dates of disability and projected actual delivery. The employee will provide verification of date of birth or adoption via legal certificate. Unpaid leave for childcare purposes may be granted at the discretion of the School District.

Subd. 7 - On June 30th of each year, an employee who has utilized no greater than one (1) day of the employee's earned sick leave in the year just completed (excluding sick leave used for bereavement) and providing the employee has accrued at least one hundred (100) days of sick leave, the employee may request that four (4) days of sick leave be exchanged for one (1) day of vacation or one (1) day of wages at the employee's rate of pay for the school year just completed. An employee may exchange or cash out a maximum of eight (8) days per agreement year. Requests for conversion or cash out must be submitted on the appropriate form and received by the Human Resources Department no later than July 15th.

Section 9.2 Bereavement Leave:

Subd. 1 - Employees will be granted up to a total of four (4) days per occurrence, non-accumulative, as funeral leave for death of the employee's immediate family.

Subd. 2 - For purposes of this Agreement, immediate family shall include only: spouse, spousal equivalent, domestic partner, children, sisters, brothers, parents, father-in-law, mother-in-law, grandparents and grandchildren.

Subd. 3 - An employee shall be granted two (2) days, per occurrence, non-accumulative, to be deducted from sick leave, as funeral leave of the death of the employee's aunt, uncle, brother-in-law, sister-in-law, niece, nephew or first cousin.

Section 9.3 Personal Leave:

Subd. 1 - Employees shall be granted paid personal leave each year. The Superintendent or the Superintendent’s designee may grant additional days without pay. Requests for personal leave must be made in writing to the employee’s supervisor. Employees must request and utilize personal leave for absences of a personal nature not qualifying for sick leave. Employees shall have the option to use personal leave day(s) on late start school days, early out school days, a day when school is closed or during an otherwise unpaid school break. Personal leave will be deducted when an employee’s timecard indicates short hours due to absence beyond the employee’s accrued sick leave. In the absence of accrued personal leave, the time will be unpaid. A personal leave day is defined as the number of hours in the employee’s regular schedule on the day of absence.

Subd. 2 - Personal leave shall be granted according to the following schedule:

	Less than Ten (10) Month Employees	Ten (10) Month or Greater Employees
Employment Years One (1)- Five (5)	Two (2) days	Three (3) days
Beginning of School Year After Five (5) Years	Three (3) days	Four (4) days

An employee whose date of hire occurs between July 1st and prior to January 1st shall receive credit for one (1) year of service on July 1st. An employee whose date of hire occurs January 1st or after, the employees personal leave shall be prorated.

Subd. 3 - In granting personal leave within classifications, the School District shall not be required to grant more than the following on the same day:

Custodians - One (1) per building or a total of three (3) district-wide

Paraeducators - Two (2) per building or a total of six (6) district-wide

Secretaries - One (1) per building or a total of three (3) district-wide

Food Services - One (1) per building or a total of three (3) district-wide

Personal leave will be granted on a first come, first served, basis. If a sufficient number of substitutes acceptable to the School District are secured more than one (1) day before the requested leave, the building limits may be modified.

Subd. 4 - At the end of each school year, employees shall have the following two (2) options:

1. Employees shall be able to carry over up to two (2) days of personal leave for a maximum accumulation of five (5) days. An employee must request carryover of personal leave on the appropriate form submitted to human resources no later than July 1st of the year just completed.
2. Cash out unused personal leave: Personal leave which is cashed out will be paid out at the employee's regular hourly rate on the salary schedule for the year just completed no later than the second pay period in July. For payout purposes, one (1) day of personal leave will be equivalent to the average number of hours worked per day based on the employee's typical weekly schedule.

Section 9.4 Workers' Compensation:

Subd. 1 - Pursuant to Minnesota Statutes Chapter 176, an employee injured on the job in the service of the School District and collecting workers' compensation insurance, may draw sick leave and/or vacation time to receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Subd. 2 - A deduction shall be made from the employee's accumulated sick leave and/or vacation time according to the pro-rated portions of days of sick leave or vacation time that is used to supplement workers' compensation.

Subd. 3 - Such payment shall be paid by the School District to the employee only during the period of disability.

Subd. 4 - In no event shall the additional compensation paid to the employee by virtue of sick leave and/or vacation time pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

Subd. 5 - An employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act who elects to receive sick leave and/or vacation time pay pursuant to this section shall show the School District the employee's workers' compensation check prior to receiving payment from the School District for said absence.

Section 9.5 Jury Duty:

All employees covered under this Agreement will be granted by the School District the difference between their regular pay and the jury duty pay if required to serve on jury duty. Employees will be granted full pay upon serving jury duty and providing the School District with a copy of the check they received for participating in jury duty. The amount received for jury duty will be deducted from their next payroll check, with the exception of mileage and/or meals.

Section 9.6 Family and Medical Leave:

Subd. 1 - Pursuant to the Family and Medical Leave Act, 29 U.S.C. § 1201, et. seq., an eligible employee shall be granted, upon written request, up to a total of twelve (12) weeks of unpaid leave per year in connection with:

- (1) the birth and first-year care of a child;
- (2) the adoption or foster placement of a child;
- (3) the serious health condition of an employee's spouse, child or parent, and
- (4) the employee's own serious health condition.

Subd. 2 - Such leave shall be unpaid, except an eligible employee during a leave shall be eligible for regular School District group health insurance contributions as provided in this Agreement for a period of the leave, but not to exceed twelve (12) weeks per year, notwithstanding any other provisions of this Agreement.

Subd. 3 - To be eligible for benefits of this section and insurance contribution, an employee must have been employed by the School District for the previous twelve (12) months and must have been employed for at least one thousand two hundred and fifty (1,250) hours during such previous twelve-month period.

Section 9.7 Extended Leave of Absence:

The School District may grant a one (1) year leave of absence to an employee after completion of at least five years of employment with the District. Final decision in granting such leave of absence shall rest solely with the School District. Requests must be submitted in writing and shall be considered on a case-by-case basis. Such request shall include:

- a. the reason for the request;
- b. benefits to be expected by the employee and the School District;

- c. probable date of return to employee's duties; and
- d. the employee's intent to return to the School District for a minimum of one year.

There shall be no loss of seniority in case of leave of absence for good cause, as determined by the School District. All appropriate paid leave must first be utilized by the employee-sick leave is available only for illness or disability. After all appropriate paid leave is used, employees on unpaid leave may at their own expense retain benefits through COBRA. The employee on leave of absence must signify in writing his/her intent to return no later than fourteen (14) days prior to date of return; in the case of leave of absence six (6) months or greater, thirty (30) days prior to date of return. Failure to submit notice of intent to return shall constitute forfeiture of the employee's seniority and right or claim to his/her employment with the School District. The employee on approved unpaid extended leave of absence due to disabling injury or illness preventing him/her from performing his/her job duties and responsibilities will be terminated at the end of the leave of absence if the disability still exists.

An employee on an approved leave of absence thirty (30) days or less shall be reinstated to his/her former position or to a position of like Classification series and pay received at the commencement of the leave. Classification series are defined as: secretarial (A13); secretarial (B21); secretarial (B22); secretarial (B22/21) paraeducator, custodial/maintenance, cook (A12, A13), and cook (B21).

Section 9.8 Leave of Absence for Recovery from Injury or Treatment of Illness:

Employees not eligible for other leaves or FMLA shall be entitled to six weeks of unpaid leave for the purpose of recovering from an injury or the treatment of an illness of self or employee's dependent child.

Subd. 1 - Eligibility. To be eligible for a leave under this section, an employee must have:

- (1) been employed by the School District for one year;
- (2) exhausted all sick and personal leave prior to using any leave under this section;
- (3) used the standard FMLA qualification process
- (4) met all FMLA qualification standards except for the 1,250 hours worked in the previous twelve months.

Subd. 2 - Requests. Employees must request such leaves thirty (30) days in advance when need for such a leave is foreseeable. Requests must be made to the Human Resources Manager. Requests shall include documentation from a health care provider noting the existence of said injury or illness.

Section 9.9 Child Care Leave:

Child care leave will be granted as follows:

Subd. 1 - Childcare leave may be granted by the School District, subject to the provisions of this section, to one parent of an infant child, provided the parent is caring for the child on a full-time basis.

Subd. 2 - A person making application for childcare leave shall inform the Superintendent in writing of his/her intention to take the leave at least three (3) calendar months before commencement of the intended leave.

Subd. 3 - The School District may adjust the proposed beginning or end date of childcare leave so that the dates of the leave are coincident with some natural break in the school year (e.g., winter vacation, semester break or quarter break, end of a grading period, end of the school year, or the like). The availability of a substitute may also be considered by the School District in the granting of a childcare leave or its duration.

Subd. 4 - In making a determination concerning the commencement and duration of a child-care leave the School District shall not, in any event, be required to:

- a. Grant any leave more than twelve (12) months in duration; or
- b. Permit the employee to return to his/her employment prior to the date designated in the request for a child-care leave.

Subd. 5 - An employee returning from child care leave shall be re-employed in the same position or one for which he/she is qualified unless previously discharged or placed on unrequested leave.

Subd. 6 - Failure of the employee to return pursuant to the date determined in this Article shall constitute grounds for termination of employment in the School District, unless the School District and the employee mutually agree to an extension of the leave.

Subd. 7 - An employee who returns from child-care leave within the provisions of this section shall retain all previous experience credit and any unused time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The employee shall not accrue additional experience credit while on child-care leave.

Subd. 8 - An employee on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as he/she wishes to retain, commencing with the beginning of the child care leave. The right to continue participation in such group insurance programs will terminate if the employee does not return to the School District pursuant to this section.

Subd. 9 - The parties further agree that any child-care leave granted under this Article shall be a leave without pay or fringe benefits.

ARTICLE X - HOURS OF SERVICE

Section 10.1 Work Week: Custodial/Maintenance:

Subd. 1 - The work-week shall be eight (8) hours per day, five (5) consecutive days per week, unless otherwise requested by the employee and concurred with by the School District.

Subd. 2 - A qualified senior employee shall have the choice of shifts, subject to the approval of the administration and job requirements.

Subd. 3 - Night shift shall be defined as a shift ending after 7:00 p.m. or starting after 3:00 p.m.

Subd. 4 - All work completed on Saturday and Sunday shall be at the rate of time and one-half provided it is not part of the employee's regular work schedule.

Section 10.2 Work Week: Food Service:

The regular work week shall consist of thirty-five (35) hours, exclusive of lunch, for full-time personnel. The School District reserves the right to employ such food service personnel as it deems desirable or necessary on a part-time or casual basis.

Section 10.3 Work Week: Secretarial and Paraeducator Employees:

A regular work week shall consist of thirty-five (35) hours, exclusive of lunch, for full-time employees. Hours worked in excess of forty (40) hours per week shall be paid at the rate of one and one half (1.5) times the individual's hourly rate of pay. Prior approval for working overtime must be obtained from the employee's immediate supervisor. The School District reserves the right to employ such Secretarial and Paraeducator employees as it deems desirable or necessary on a part-time or casual basis.

**Section 10.4 Emergency Change of Regularly Scheduled Workday:
Custodial/Maintenance:**

Subd. 1 - In the event of emergencies, the supervisor of the custodial/maintenance employee may change the employee's regularly scheduled work day.

Subd. 2 - Snow days. In the event schools are closed due to a snow or ice storm and when attendance is not required of students and professional staff, Custodial/Maintenance employees who report for work will work four (4) hours on this day without salary deduction in accordance with the work schedule established by the School District.

**Section 10.5 Emergency Closing/Delays: Food Service, Secretarial and
Paraeducators:**

Subd. 1 - In the event that school is closed for any emergency or inclement weather, an employee would receive that day's pay only if school is closed after he/she reported for his/her regularly assigned shift time on that day.

Subd. 2 - In the event of unplanned delayed starts a Food Services employee shall call into the employee's work site for an assigned time to report for duty and shall receive pay only for hours actually worked.

Subd. 3 - In the event of unplanned delayed starts, a Secretarial or Paraeducator employee shall adjust the start time of his/her work day to coincide with the length of the delay (i.e. two-hour late start requires the employee to report to work two hours later than his/her normal work day) and shall receive pay only for hours actually worked. In the event a building administrator requires office support, one employee may report to work as directed and will be paid for all hours worked.

Subd. 4 - An employee may utilize vacation or personal leave to compensate for any reduction in work hours due to scheduled late starts, early dismissals, emergency delays or closings. By mutual consent, based upon need by the supervisor and the employee, an employee may make up time missed due to school closure at a time mutually agreed by the employee and the supervisor.

Section 10.6 Work Day Assignment/Breaks:

Subd. 1 - All employees will be assigned a work day start and end time as determined by the School District. All employees shall receive a fifteen (15) minute paid rest break for each four (4) hours worked. Except for an employee in the Food Services Department, an employee who works six (6) or more hours per day shall be provided a thirty (30) minute unpaid duty free lunch period. An employee who

works less than six (6) hours will not be required to take a lunch period.

Subd. 2 - The lunch period for custodians is to be exclusive of the workday as designated. This mealtime should be flexible to best protect the building and serve the public but as close to the normal mealtime as possible.

Section 10.7 Vacation:

Subd. 1 - Vacation with pay shall be granted to all employees on a ten month or greater work year, on the following basis:

	<u>11 month or greater</u>	<u>10 month</u>
After 1 year of employment	10 days	9 days
After 6 years of employment	15 days	14 days
After 12 years of employment	20 days	18 days

Current district employees that do not receive vacation and are awarded a position that earns vacation shall be credited two (2) for one (1) years of service for purposes of placement on the vacation schedule (e.g. 14 years of service as a paraeducator results in 7 years credit on the vacation schedule and 15 vacation days awarded).

Vacation is credited on July 1st of each year.

A newly hired secretarial or paraeducator employee with a hire date prior to July 1, 2022, whose beginning employment date occurs between July 1st and December 31st (inclusive) shall receive credit for one year of service on the July 1st that immediately follows the date of hire. A secretarial or paraeducator employee whose beginning employment date occurs between January 1st and June 30th (inclusive) shall not receive credit for one year of service until July 1st of the following agreement year.

A newly hired custodial/maintenance with a hire date prior to July 1, 2022, employee's initial vacation credit shall be pro-rated for the period of service from his/her beginning employment date through June 30th of the agreement year (defined as July 1 through June 30).

A newly hired secretarial or custodial/maintenance employee with a hire date of July 1, 2022 or later, employee's initial vacation credit shall be pro-rated for the period of service from his/her beginning employment date through June 30th of the agreement year (defined as July 1 through June 30).

Secretarial and paraeducator staff employed more than one hundred eighty-one(181) work days per year in their regular assignment will be granted vacation on a pro rata basis of the difference between eleven (11) month staff and the actual hours employed per year. Scheduling of vacations will be the responsibility of the building principal. Generally, no vacations will be granted to Secretarial or Paraeducator employees during the two (2) week period immediately following the close of the school year and the two (2) week period prior to the opening of the fall term.

Subd. 2 - Custodial/Maintenance employees shall be allowed to carry over to the following fiscal year a maximum of ten (10) days of unused vacation. Secretarial and Paraeducator employees shall be permitted to carry over to the following fiscal year a maximum of five (5) days of unused vacation.

Subd. 3 - Vacation will be granted by the School District based on seniority.

Subd. 4 - Vacation paychecks will be issued to each staff at the time vacation is taken. Two weeks prior notice shall be given to the Human Resources Department so that vacation paychecks can be processed. If the employee resigns or is terminated before completing a full year of service, the employee shall only be entitled to vacation on a pro-rata basis proportional to the extent of their employment and shall have the salary paid of any vacation days taken and not earned deducted from his/her final check.

Subd. 5 - When a recognized holiday falls within an employee's paid vacation period and such holiday falls on a day the employee would normally either have worked or been excused with pay: (a) the employee shall have the last day in the preceding or first day of the following week off for which they will be paid at their basic rate, or (b) the employee shall have the option of using this vacation date at some other time agreeable to the employee's supervisor or building principal.

Section 10.8 Holidays:

Subd. 1 - Employees will receive pay for the following holidays if the holiday falls within their work year:

Independence Day	Christmas Day
Labor Day	New Year's Day
Thanksgiving Day	President's Day
Friday after Thanksgiving	Good Friday
Christmas Eve Day	Memorial Day

Subd 2 - An employee who is required to work on a holiday shall receive pay for the holiday plus overtime pay for a total of 2.5 times the employee's regular rate of pay.

Subd. 3 - In addition to the holidays specified in Subdivision 1, on December 31 of each year each Custodian who is scheduled to work shall be scheduled to work an eight (8) hour shift to conclude work no later than 4:30 p.m.

Section 10.9 Time Off Provision:

A public employer must afford reasonable time off to elected officers or appointed representatives of the Exclusive Representative for the purposes of conducting the duties of the Exclusive Representative and must upon request provide for leaves of absence to elected or appointed officials of the Exclusive Representative. This leave is without pay. In instances of mediation between the parties that occur during regular school hours, the School District shall not be required to grant time off at the same time for more than two (2) employees in the classification of Secretary, Food Service and Custodial/Maintenance and three (3) employees in the classification of Paraeducator at one time.

Section 10.10 Combining of Jobs: Food Service, Secretarial and Paraeducator Classification Series:

For purposes of insurance eligibility, the School District shall afford current employees in the Food Services, Secretarial and Paraeducator classification series the opportunity to combine SEIU Local 284 represented jobs in the Secretarial and Paraeducator and Food Services classification series to increase a current employee's hours when the positions have been designated a regular schedule or number of hours per week and the hours of each position do not conflict.

Employees holding multiple SEIU Local 284 represented positions within the School District shall combine hours to gain access to insurance benefits allowed within the collective bargaining agreement where the employee is working the majority of hours.

The pay rates for all positions shall correspond with the appropriate wage schedule. Hours worked as a substitute do not count as credit toward insurance benefits.

Section 10.11 Uniform/Footwear Allowance:

The School District shall reimburse custodial/maintenance and food service employees for the cost of footwear and/or clothing up to one hundred fifty dollars (\$150) per school year payable no later than thirty (30) days after receipt or receipts are submitted to the accounts payable department. All purchases must be complete and receipts submitted no later than December 31st of each year. Footwear purchased by food service employees shall remain at work until replaced or the completion of the school year.

Section 10.12 Safety:

Subd. 1 - All regulations and laws of the State of Minnesota and OSHA governing the safety of employees and building occupants shall be complied with by the employer and employees.

Subd. 2 - Custodial/maintenance employees who are assigned to work in a building when they are the only person in the building will not be assigned or perform tasks which are considered hazardous by the employee and his supervisor. Examples of such tasks are ladder climbing, electrical circuit repair, tunnel crawling, outside patrolling and pursuit of vandals and services required in aquatic areas.

ARTICLE XI - JOB VACANCIES

Section 11.1 Job Posting:

New positions or vacancies will be posted online for a period of five (5) days. Notice of the posting will be emailed to members of the bargaining unit. Applications of the interested parties are to be completed online. The leading candidates (“finalists”) whose background and abilities best meet the requirements of the posted position, as determined by the School District, will be called in for an interview.

The hiring supervisor will recommend the senior leading candidate. Seniority shall prevail for all positions and it will be filled by the senior qualified employee, if the employee is applying for a position within his/her original classification series (secretarial (A13), secretarial (B21), secretarial (B21/22), secretarial (B22), paraeducator, custodial/maintenance, cook (A12, A13) and cook (B21).

The School District will notify any Union applicant not granted a position, and the Union stewards, of the School District’s hiring decision no later than the start date of the applicant awarded the position. An applicant has the right to request the reasoning behind the administration's rejection of the applicant with the intent being to increase or correct any qualifications that are lacking in order to be considered in future job postings.

If the School District is reassigning a secretarial or paraeducator employee to a different school building, the School District will give the employee five (5) working days advance notice of the reassignment.

Section 11.2 Temporary Vacancies:

Custodial/maintenance positions that are temporarily vacant due to either: (a) a leave of absence, or (b) an injury or illness for an anticipated length of time greater than six (6) months, will be posted as temporary within the custodial classification for five (5) days

and filled according to the provisions of this section.

Custodial/maintenance employees filling temporary job postings will return to position, shift and building assignment held prior to temporary job assignment.

ARTICLE XII - GRIEVANCE PROCEDURE

Section 12.1 Grievance Definition:

A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the School District as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

Section 12.2 Representative:

Any person or agent designated by such party to act in his/her behalf may represent the employee, administrator, or School Board during any step of the procedures.

Section 12.3 Definitions and Interpretations:

Subd. 1 - Extension. Time limits specified in this Agreement may be extended by mutual, written agreement.

Subd. 2 - Days. Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays (Monday through Friday) not designated as holidays by state law.

Subd. 3 - Computation of Time. In computing any period of time prescribed or allowed by procedures in this article, the date of the act, event, or default for which the designated period of time begins to run shall not be included.

Subd. 4 - Filing and Postmark. The filing or service of any notice or document in this Agreement shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 12.4 Time Limitation and Waiver:

Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date of the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver of that grievance. Failure to appeal a grievance from one level to another within the time periods provided below

shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School District's designee.

Section 12.5 Resolution of Grievance:

The School District and the employee shall attempt to resolve all grievances that may arise during the course of employment of any employee within the School District in the following manner.

Subd. 1 - Level I. If the grievance is not resolved through informal discussions, the School District designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 2 - Level II. In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or the Superintendent's designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or the Superintendent's designee shall issue a decision in writing to the parties involved.

Subd. 3 - Level III. In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level and report its findings and recommendations to the School Board. The School Board shall then render its decision.

Section 12.6 School Board Review:

The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notify the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

Section 12.7 Denial of Grievance:

Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may

appeal it to the next level.

Section 12.8 Arbitration Procedures:

In the event that the employee and the School District are unable to resolve any grievance, the grievance may be submitted to arbitration as defined in this article:

Subd. 1 - Request for a List of Arbitrators. A request to submit a grievance to arbitration and to obtain a list of arbitrators from the Bureau of Mediation Services (BMS) must be made to the BMS in writing (copy to the office of the Superintendent) within ten (10) days following the decisions in Level III of the grievance procedure.

Subd. 2 - Prior Procedure Required. No grievance shall be considered by the arbitrator, which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3 - Selection of Arbitrator. Upon receipt of the list of arbitrators from the BMS, the parties shall attempt to agree upon an arbitrator. If no agreement can be reached, the arbitrator will be selected by the parties alternately striking arbitrators from the list until one (1) is selected. A draw of lots will determine which party strikes first.

Subd. 4 - Submission of Grievance Information. Upon appointment of the arbitrator, the appealing party shall within fifteen (15) days after notice or appointment forward to the arbitrator, with a copy to the opposing party, the submission of the grievance which shall include the following:

1. The issue involved.
2. Statement of the facts.
3. Position of the grievant.
4. The written documents relating to Section 12.5 of this article.

The opposing party shall make a similar submission of information relating to the grievance within ten (10) days of receipt of the appealing party.

Subd. 5 - Hearing. A single arbitrator shall hear the grievance. Both parties may be represented by such person (s) as they may choose and designate. The parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 6 - Decision. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by PELRA.

Subd. 7 - 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 that the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party and at the expense of the requesting party. The parties shall share equally fees and expenses of the arbitrator and any other expenses that the parties mutually agree are necessary for the conduct of the arbitration. The party ordering a copy of such transcript shall pay for such copy.

Subd. 8 - 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 and contained in this 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 in this article. 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 School Board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

ARTICLE XIII - PUBLIC OBLIGATION

The parties mutually recognize that their first obligation is to the public and that the rights of students and residents of the School District to the continuous and uninterrupted operation of the school are of paramount importance.

The Exclusive Representative agrees, therefore, that during the term of this Agreement neither the Exclusive Representative nor any individual employee shall engage in any strike as defined by the PELRA. The parties agree that procedures affecting this Article are provided for by the PELRA, and therefore, shall not be subject to the grievance or arbitration procedure.

ARTICLE XIV - PROBATION, DISMISSAL AND LAYOFFS

Section 14.1 Probationary Period: New Employees:

All new employees shall be on probation for a period of one hundred eighty (180) calendar days. Employment during this probationary period and the recommendation for employment beyond this probationary period shall be vested solely in and at the discretion of the School District. Upon successful completion of the probationary

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

1. Employees on permanent status may be terminated only for cause.
2. The School District shall follow a course of progressive discipline as appropriate for the offense.
3. The School District has the right to impose disciplinary actions on employees for just cause including suspension and dismissal.
4. Any oral or written reprimand shall expire after thirty-six (36) calendar months and shall not be used in future discipline.

Section 14.2 Probationary Period: Upon Promotion:

Custodial/Maintenance employees who are promoted to a position in a higher pay class shall serve a promotional probationary period of ninety (90) calendar days. Food Service employees who are promoted to a position in a higher pay class shall serve a promotional probationary period of thirty (30) calendar days. During the promotional probationary period the School District at its discretion may return the employee to her/his former position if performance in the new position is unsatisfactory as determined by the School District. During the promotional probationary period the employee may choose to return to her/his former position if he/she is unsatisfied with the new position.

ARTICLE XV - RETIREMENT AND RESIGNATION

Section 15.1 Resignation Notice:

The School District requests that two (2) weeks notice shall be given prior to the employee's resignation.

Section 15.2 Eligibility:

For purposes of determining eligibility for severance pay for Secretaries and Paraprofessionals, the first year of hire an employee must have been employed by June 30 prior to the start of that school year, and every school year thereafter an employee must have worked (paid benefit such as holiday, sick leave, vacation leave, etc. are considered as work days) at least one hundred thirty-five (135) days exclusive of "special assignment employment" (i.e., Special Summer Assignment, Coaching, etc.) during a single school year (July 1 through June 30) to be deemed to have a "year of service" or a "year of experience" with the School District.

Employees with a seniority date prior to July 1, 2007, may irrevocably choose to participate in a matching tax deferred savings plan as set forth in Article XVI. An

employee who has elected to participate in a matching tax deferred savings plan shall forfeit his/her right to the severance benefits in this Article.

Section 15.3 Severance Pay:

An employee who has completed twenty (20) or more years of service in the School District will be eligible for the following severance compensation.

20 – 24 years of service in District 727	40 days of retirement pay
25 – 29 years of service in District 727	50 days of retirement pay
30 or more years of service in District 727	60 days of retirement pay

The rate of pay will be the annual basic agreement year pay divided by the employee’s work days in the work year.

Early retirement pay shall be payable to the employee in a lump sum amount on July 1 following the effective date of the employee resignation.

Section 15.4 Continuation of Insurance Coverage:

An employee who retires from the School District at age 62 or older, or who receives a public pension or a disability benefit, may continue to participate in the School District health insurance coverage after retirement. Participation may continue until the individual reaches 65 years of age or is eligible for Medicare and the individual will be included in the same insurance risk pool as active employees. The individual shall make payment of monthly premiums in advance to the School District.

An employee who resigns and is not entitled to the above provisions may continue insurance coverage at the employee’s own expense for eighteen (18) months, or as provided by law.

Section 15.5 Vacation Balance:

If proper notification is given for a resignation or retirement, accrued unused vacation pay will be granted.

ARTICLE XVI - MATCHING TAX DEFERRED SAVINGS PLAN

Section 16.1 Description:

The tax deferred savings plan is designed to encourage employees to develop a financial plan for their future by providing a matching contribution to an employee's tax deferred savings plan according to his/her eligibility as specified herein. The

matching tax deferred savings program is subject to the rules as entitled under Minnesota Statutes Sections 123B.02, 352.965 and 356.24 and Internal Revenue Service Code Sections 457 and 403B. For employees with a seniority date on or after July 1, 2007, the provisions of this Article replace the contractual provisions of Article XV which provide for a severance payment.

Section 16.2 Eligibility:

Employees are eligible for the matching School District contribution at the beginning of the year (July 1 following completion of one year of service with the District). Employees on unpaid leaves (such as FMLA) may not participate in the matching program while on leave.

Section 16.3 District Matching Contribution:

The School District will match the contribution of an eligible employee toward either the Minnesota State Deferred Compensation Program (Section 457) or an approved 403(b) tax sheltered annuity plan up to an annual amount of two thousand dollars (\$2,000). The employee's contribution shall be made by payroll deduction. The School District match will be made on a dollar for dollar basis up to the maximum annual amount. Employees may not recover School District matching contributions for years in which they choose not to participate or participated at a level below the maximum School District contribution level. The annual year for School District contributions shall be July 1 through June 30. Eligible part time employees shall receive a matching contribution on a pro-rata basis equal to their percentage of full time employment.

Section 16.4 Transition Provisions:

The purpose of the matching tax deferred savings plan is to replace the severance payment in Article XV.

Employees with a seniority date prior to July 1, 2007, may irrevocably choose to participate in the matching tax deferred savings plan and thereby forfeit their rights to the severance benefits of Article XV.

ARTICLE XVII – DURATION

Section 17.1 Term and Reopening Negotiations:

This Agreement shall remain in full force and effect for a period commencing on July 1, 2022, through June 30, 2024, and thereafter until modifications are made pursuant to the PELRA, as amended. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than ninety days prior to said expiration. Unless otherwise mutually agreed, the

parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

Section 17.2 Effect:

This Agreement constitutes the full and complete Agreement between the School District and the exclusive representative representing the employees. The provision herein relating to the term and conditions of employment supersede any and all prior Agreements, resolution, practices, School District policies, rules or regulations concerning terms and conditions of employment, inconsistent with these provisions.

Section 17.3 Finality:

Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement except by mutual consent.

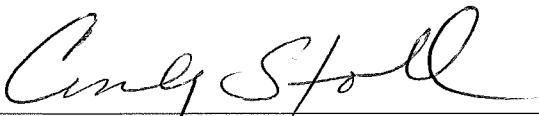
Section 17.4 Severability:

The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

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

For School Services Employees
Local #284

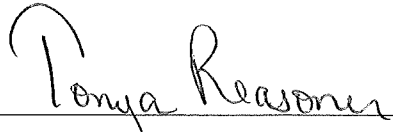

Local 284 Business Agent



Union Representative

Ratification Date: 10-27-22

Signature Date: 10-31-22

For Independent School District 727
Big Lake, Minnesota


Board Chair


Board Clerk

Ratification Date: 10-27-22

Signature Date: 10-27-22

MEMORANDUM OF UNDERSTANDING

Staff Development


WHEREAS, SEIU, Local 284 and the Big Lake School District are parties to a Master Agreement for 2022-2024; and

WHEREAS, the District shall provide eight (8) hours of paid staff development to the secretarial and Paraeducator members of this bargaining unit. These eight (8) hours shall be in addition to regular student contact days and preparation days. The employee shall be paid for these eight (8) hours at the employee's regular rate of pay.

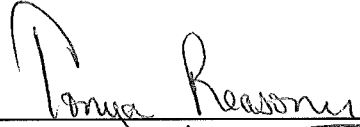
THEREFORE, BE IT RESOLVED and agreed that this Memorandum of Understanding shall become effective upon ratification, by both parties, of the 2022-24 Master Agreement and shall remain in effect through June 30, 2024.

SEIU Local 284


Local 284 Business Agent


Union Representative

BIG LAKE SCHOOL DISTRICT ISD 727


Board Chair


Board Clerk

Date: 10-27-22

MEMORANDUM OF UNDERSTANDING

Kid's Club Discount


WHEREAS, SEIU, Local 284 and the Big Lake School District are parties to a Master Agreement for 2022-2024; and

WHEREAS, the children of the bargaining unit who fit the age criteria of the Big Lake Kids Club may attend the Big Lake Kids Club program at a 50% discount on e-learning days and/or Professional Development days. The Employee must be working while their child is participating in Kids Club. If the staff person is not working and their child is in attendance, the employee will be charged the normal cost to participate. Children of these employees must be registered during the public registration. The value of the care provided is a taxable employee benefit.

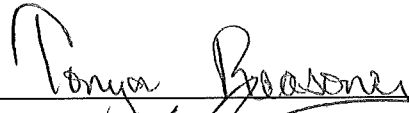
THEREFORE, BE IT RESOLVED and agreed that this Memorandum of Understanding shall become effective upon ratification, by both parties, of the 2022-24 Master Agreement and shall remain in effect through June 30, 2024.

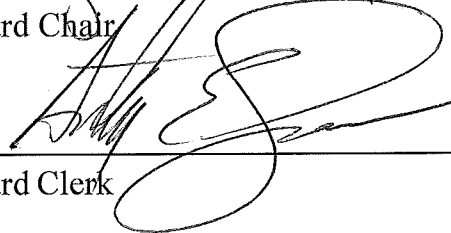
SEIU Local 284


Local 284 Business Agent


Union Representative

BIG LAKE SCHOOL DISTRICT ISD 727


Board Chair


Board Clerk

Date: 10-27-22

MEMORANDUM OF UNDERSTANDING

Position Classification Review

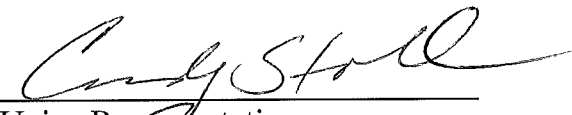
WHEREAS, SEIU, Local 284 and the Big Lake School District are parties to a Master Agreement for 2022-2024; and

WHEREAS, the School District will conduct a review of the positions including the Office Assistant, Office Specialist, Office Specialist-Media, Program Secretary, and Administrative Assistant before the start of the school year 2023-2024. If the review of those positions results in a determination for reclassification, then any payrate changes due to the reclassification would be made retroactive to July 1, 2023.

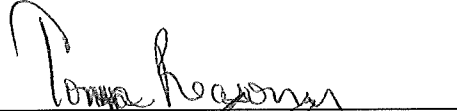
THEREFORE, BE IT RESOLVED and agreed that this Memorandum of Understanding shall become effective upon ratification, by both parties, of the 2022-24 Master Agreement and shall remain in effect through June 30, 2024.

SEIU Local 284


Local 284 Business Agent


Union Representative

BIG LAKE SCHOOL DISTRICT ISD 727


Board Chair


Board Clerk

Date: 10-27-22

MEMORANDUM OF UNDERSTANDING

Union Orientation

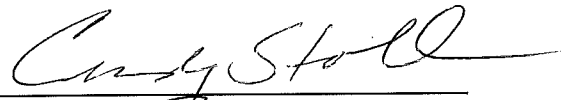
WHEREAS, SEIU, Local 284 and the Big Lake School District are parties to a Master Agreement for 2022-2024; and

WHEREAS, it is agreed upon by both parties that each newly hired bargaining unit employee shall, during the employee's first thirty (30) days of employment, be scheduled by the Union for an orientation which shall be provided by the Union. The Union orientation period shall be thirty (30) minutes and shall take place during, before or after the employee's regular working hours with no loss of pay to the employee involved. It is further understood that should the Union designate a bargaining unit member to meet with new employees the member will be released from work for the time needed to meet with employees provided that the employee gives his/her supervisor sufficient advance notice to enable the School District to plan for operational needs. No substitute shall be paid for by the School District.


THEREFORE, BE IT RESOLVED and agreed that the Memorandum of Understanding shall become effective upon ratification, by both parties, or the 2022-2024 Master Agreement and shall remain in effect through June 30, 2024.

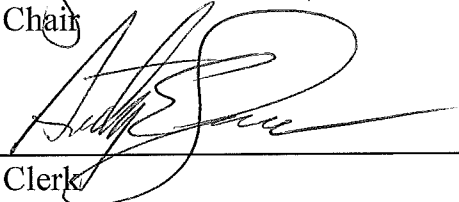
SEUI Local 284


Local 284 Business Agent


Union Representative

BIG LAKE SCHOOL DISTRICT ISD 727


Board Chair


Board Clerk

Date: 10-27-22

MEMORANDUM OF UNDERSTANDING

Paraeducator Summer School Pay Rates 22-24

WHEREAS, SEIU, Local 284 and the Big Lake School District have reached an agreement on the contract for 2022-2024; and

WHEREAS, the Paraeducators were paid their 21-22 school year hourly pay rate for the summer school assignment during the summer of 2022. In an effort to settle a grievance in a cost effective manner, outside of arbitration, the School District has agreed to pay their 22-23 school year hourly pay rate for the July 2022 scheduled days of summer school. The retroactive payment for July of 2022, will be paid on a regular pay date as soon as is practical after the signing of this MOU.

WHEREAS, for the 2023 summer school Paraeducator assignment, the School District has agreed to pay the Paraeducators their 22-23 school year hourly pay rate for June 2023 dates of summer school and the 23-24 school year hourly pay rate for the July 2023 dates of summer school.

THEREFORE, BE IT RESOLVED and agreed that this Memorandum of Understanding shall become effective upon ratification, by both parties, of the 2022-24 Master Agreement and shall remain in effect through June 30, 2024.


SEIU Local 284


Local 284 Business Agent


Union Representative

BIG LAKE SCHOOL DISTRICT ISD 727


Board Chair


Board Clerk

Date: 5-25-23

APPENDIX A
Salary Schedule
 Covering Period from July 1, 2022 to June 30, 2024

B23 POSITIONS

Lead Custodian

B22/21 POSITIONS

Paraeducator
 Health Assistant
 Custodian
 Groundskeeper
 Office Specialist - Media

A13 POSITIONS

Ala Carte Cook
 Office Specialist
 Office Assistant

A12 POSITIONS

Nutrition Assistant

B22-1 POSITIONS

Administrative Assistant

B21 POSITIONS

Program
 Secretary
 Second
 Cook

2022-2023 Hourly Pay Rates						
	B / 23	B / 22-1	B22/21	B / 21	A / 13	A / 12
Step 2	\$ 21.01	\$ 20.09	\$ 19.71	\$ 18.28	\$ 16.69	\$ 14.39
Step 3	\$ 22.41	\$ 21.49	\$ 21.11	\$ 19.68	\$ 18.09	\$ 15.79
Step 4	\$ 23.81	\$ 22.89	\$ 22.51	\$ 21.08	\$ 19.49	\$ 17.19
Step 5	\$ 25.21	\$ 24.29	\$ 23.91	\$ 22.48	\$ 20.89	\$ 18.59
Years of Service with Big Lake Schools						
(6-10)	\$ 26.22	\$ 25.30	\$ 24.91	\$ 23.49	\$ 21.91	\$ 19.61
(11-15)	\$ 27.29	\$ 26.37	\$ 25.98	\$ 24.56	\$ 22.98	\$ 20.68
(16-19)	\$ 28.36	\$ 27.44	\$ 27.05	\$ 25.63	\$ 24.05	\$ 21.75
(+20)	\$ 29.43	\$ 28.51	\$ 28.12	\$ 26.70	\$ 25.12	\$ 22.82
2023-2024 Hourly Pay Rates						
	B / 23	B / 22-1	B22/21	B / 21	A / 13	A / 12
Step 2	\$ 21.33	\$ 20.39	\$ 20.00	\$ 18.55	\$ 16.94	\$ 14.61
Step 3	\$ 22.75	\$ 21.81	\$ 21.42	\$ 19.97	\$ 18.36	\$ 16.03
Step 4	\$ 24.17	\$ 23.23	\$ 22.84	\$ 21.39	\$ 19.78	\$ 17.45
Step 5	\$ 25.59	\$ 24.65	\$ 24.26	\$ 22.81	\$ 21.20	\$ 18.87
Years of Service with Big Lake Schools						
(6-10)	\$ 26.48	\$ 25.55	\$ 25.16	\$ 23.72	\$ 22.13	\$ 19.81
(11-15)	\$ 27.56	\$ 26.63	\$ 26.24	\$ 24.80	\$ 23.21	\$ 20.89
(16-19)	\$ 28.64	\$ 27.71	\$ 27.32	\$ 25.88	\$ 24.29	\$ 21.97
(+20)	\$ 29.72	\$ 28.79	\$ 28.40	\$ 26.96	\$ 25.37	\$ 23.05

APPENDIX B

Boiler License:

The School District will pay the following rate per hour over basic schedule for hold the boiler license.

	<u>2020-2022</u>
Chief	\$.40
1 st Class	\$.30
2 nd Class	\$.20

The District reserves the right to determine the number of employees receiving the premium pay for Chief Boiler License based upon District need. Therefore, to receive premium pay for a Chief Boiler License, the employee must request and receive District approval prior to securing the Chief Boiler License or the District will be under no obligation to pay the employee the premium.

Weekend and Holiday Building Checks:

- A. one hour overtime pay for weekends
- B. Two hours overtime pay for holiday

Emergency Call Back:

3 hours minimum overtime

Night Shift Premium:

\$.80 per hour

Pool Pay Differential:

Any employee who is responsible for the maintenance of any School District swimming pool during their shift shall be paid at \$.25 per hour for their entire shift.

**MEMORANDUM OF UNDERSTANDING:
EARNED SICK AND SAFE TIME (ESST) LEAVE**

This Memorandum of Understanding ("MOU") is entered into by and between Big Lake Schools ("District") and the Service Employees International Union (SEIU) Local 284 ("Union").

WHEREAS, SEIU, Local 284 and the Big Lake School District have reached an agreement on the contract for 2022-2024; and

WHEREAS, the State of Minnesota has repealed Statute 181.9413 - Sick Leave Benefits; Care of Relatives;

WHEREAS, Minnesota Statutes 181.9446-181.9448 - Earned Sick and Safe Time ("ESST"), goes into effect January 1, 2024;

WHEREAS, the parties are entering into this MOU to be in compliance with and clarify practices under current statute;


NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained in this MOU, the Union and the District agree as follows:

1. Sick Leave Adjustment. On December 31, 2023, each employee who did not earn a minimum of 80 hours of sick leave and/or personal leave in accordance with the CBA will be provided with additional sick leave so they receive a total of 80 hours of paid leave for the 2023-2024 school year.
2. Earned Sick and Safe Time Leave (ESST) Bank. On January 1, 2024, the District will transfer 80 hours from each employee's current sick leave and/or personal leave balance, as available, to that employee's ESST leave bank for the employee's use in accordance with the ESST law. Any remaining sick leave balance after this transfer will remain in the employee's regular sick leave bank.
3. Rollover at Year-End. If an employee has not used all of their available ESST hours as of June 30th of the fiscal year, any remaining hours will be rolled over to their regular sick leave Bank, except for the sick leave adjustment hours identified above.
4. Term. This MOU takes effect on December 31, 2023 and ends on June 30, 2024.
5. No Precedent or Practice. Nothing in this MOU may be deemed to establish a precedent or practice or to alter any established precedent or practice arising out of or relating to the CBA. The parties agree that this MOU is not a wage reopener.

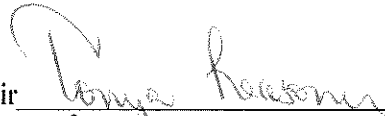


6. Entire Agreement and Legal Effect of Copies. This MOU reflects the entire agreement between the parties relating to Earned Sick and Safe Time. No party has relied on any statements or promises that are not set forth in this document or the CBA. This MOU supersedes any inconsistent or conflicting provisions in any other document or agreement. No changes in this MOU are valid unless they are in writing and signed by both parties. A copy of this MOU has the same legal effect as the original.

UNION

Date: 1/30/24 Local 284 Business Agent 

Big Lake Schools #727

Date: 1-25-24 Board Chair 

Date: 1-25-24 Board Clerk 