

MASTER AGREEMENT

Between

Independent School District No. 13
Columbia Heights, Minnesota

and

COLUMBIA HEIGHTS
CLERICAL EMPLOYEES

SEIU Local 284
School Service Employees

SCHOOL YEARS 2024-2026

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COLUMBIA HEIGHTS PUBLIC SCHOOLS
INDEPENDENT SCHOOL DISTRICT NO. 13

Clerical Agreement
2024-2026

ARTICLE I

Section 1. Parties: **THIS AGREEMENT** is entered into between Independent School District No. 13, Columbia Heights, Minnesota, hereinafter referred to as the School District, and the Clerical Employees, Local 284, hereinafter referred to as the Exclusive Representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A. of 1971, as amended to provide the terms and conditions of employment for Clerical Employees during the duration of this Agreement.

ARTICLE II

RECOGNITION OF UNION EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A. of 1971 as amended, the School District recognizes Local 284 as the Exclusive Representative for Clerical Employees employed by the School District which Exclusive Representative shall have those rights and duties as prescribed by the P.E.L.R.A. of 1971, as amended, and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The Exclusive Representative shall represent all such employees of the School District contained in the appropriate unit as defined in this section of this Agreement. The appropriate unit as defined by the Bureau of Mediation Services (BMS): Case #74-PA-349-A as follows: All clerical employees of Independent School District No. 13, Columbia Heights, Minnesota, who are employed for more than 14 hours per week and more than 67 work days per year, excluding the Executive Assistant to the Superintendent, and the Secretary to the School Board.

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

Section 4. Substitute: A substitute shall mean those casual employees who are hired to perform the duties of a regular employee who is neither part-time nor full-time.

Section 5. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE III

SCHOOL BOARD RIGHTS

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

Section 2. Management Responsibilities: The Exclusive Representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

Section 3. Effect of Laws, Rules and Regulations: The Exclusive Representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by the School Board Rules, Regulations Directives and Orders, issued by properly designated officials of the School District. The Exclusive Representative recognizes the right, obligation and duty of the School Board and its duly designated

officials to promulgate Rules, Regulations, Directives, and Orders from time to time as deemed necessary by the School Board insofar as such Rules, Regulations, Directives and Orders are not inconsistent with the terms of this Agreement, and recognizes that the School Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the state. Any 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. 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 shall be retained by the School District.

Section 5. Probationary Period: All new employees shall work a probationary period that shall consist of one hundred-twenty (120) consecutive workdays of continuous service. During the probationary period an employee may be terminated at the sole discretion of the School Board without recourse to the grievance procedure. After an employee has passed the probationary period, the employee may be disciplined only for just cause. An employee assigned to a different position shall serve a probationary period of sixty (60) workdays in that position. If the employee is unable to satisfactorily perform the work required in the new position, she/he shall have the right to return to their previous position, or a comparable position if either exists. Probation period may be extended an additional thirty (30) work days by mutual consent of the Union and District.

ARTICLE IV

SUSPENSION WITHOUT PAY

Section 1. Without Pay: A clerical employee may be suspended without pay for good and sufficient reason. Any such suspension is subject to the grievance procedure.

Section 2. Notice: Suspension shall take effect upon the clerical employee's receipt of written notification from the Superintendent of Schools to the employee, stating the grounds for suspension together with a statement that the employee may make a written request within five (5) calendar days after receipt of such notification for a hearing before the School Board to review the suspension. If no hearing is requested within such five (5) calendar day period, it shall be deemed acquiescence by the employee to the suspension.

Section 3. Hearing: If the employee requests a hearing within the five (5) calendar day period, the hearing shall take place within ten (10) calendar days after receipt of the request for hearing. At the option of the School Board, the hearing may be by a committee or a designated representative of the School Board. The School Board reserves the right to affirm, reduce or reverse the suspension action. In the event the suspension is reversed or reduced, the employee shall be compensated appropriately for any salary loss during the period of the suspension not affirmed by the School Board. The employee shall be notified of the date, time and place of the hearing and the School Board shall issue its decision within ten (10) calendar days after the conclusion of the hearing.

Section 4. Grievance: The decision of the School Board shall be subject to the grievance procedure as provided in this Agreement commencing at the arbitration level, provided written notification requesting arbitration is received by the Superintendent within five (5) calendar days after receipt of the School Board's decision.

Section 5. Progressive Discipline: Generally, discipline shall be applied progressively and shall be consistent with the accepted principles of progressive discipline. Generally, discipline shall be imposed in the following manner:

1. Oral reprimand
2. Written reprimand
3. Suspension without pay
4. Termination

If conduct is of such a degree of severity to warrant it, disciplinary action may start at any of the above steps.

ARTICLE V

EMPLOYEE RIGHTS

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right to any employee or his/her representative to the expression or communication of a view, grievance, complaint or any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designated to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the Exclusive Representative.

Section 2. Right to Join: Employees have the right to form and join labor employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the School District.

Section 3. Request for Dues Check-Off: Employees shall have the right to request and be allowed dues check-off for the Union. The union shall provide the district with written documentation attesting that the appropriate form of authorization has been received by the union from the employee to authorize the deduction. Deductions shall be made from the employees' regular pay check over 20 pay periods per calendar year. A list of names of the employees from whom deductions were made and the dues will be sent to the union. The district shall make available to the union a list of bargaining unit employees including name, address, phone number, work hours and location, work email address, position, classification and date of employment. The district shall inform the union representative(s) and steward(s) of all new hires and of the meeting date, if any, for new hires.

The Exclusive Representative hereby warrants and covenants that it will defend, indemnify and save the School Board harmless from any and all actions, suits, claims, damages, judgment and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the Exclusive Representative as provided herein.

Section 5. New Employees: The School District shall make available to the union, upon request, a list of bargaining unit employees, including name, address, phone number, work hours and location, work email address, position, classification and date of employment. The union steward or business agent will be given an opportunity to address employees regarding membership in a collective bargaining unit.

Section 6. Job Postings: Written notice of job openings covered by the unit shall be posted on the School District website when school is in session for a period of five (5) working days with copies sent to the union steward(s). During the summer months, job openings shall be posted in Human Resources and e-mailed to the union steward(s) and designee. The School District shall mail postings during the summer months when school is not in session to all employees who request in writing such mailings to the Director of Human Resources. Applications of the interested parties should be sent to the Director of Human Resources.

The leading candidate(s) whose background and abilities meet the requirements of the posted position will be interviewed by their potential supervisor. Seniority (based on total years of continuous service) will be a consideration but will not be an absolute factor in awarding the position. Leaves of absence approved by the School District shall not be considered a break in service for the purpose of defining continuous service under this section. The District affirms the preference for promoting a unit member providing the unit member is qualified and is capable of fulfilling the needs of the position. The successful candidate will be notified as soon as possible after the posting has been closed and the interviews have been conducted. The Director of Human Resources will

recommend the successful candidate to the Superintendent of Schools for Board approval and forward a copy to the union steward.

Section 7. Summer Salaries: All regular employees in positions covered by this Agreement employed by the District during the summer or beyond the regular work day shall receive an hourly wage based upon the category of the additional position in which they are working. If at any time during the year they work four (4) hours or more per day in a category higher than the one they normally work in for five (5) consecutive days or more, they shall receive the higher wage starting on the fourth day. Employees in a higher category that elect to work during the summer will be paid the hourly rate currently in effect for that position.

Section 8. Work Schedule: Clerical personnel shall be notified, by the last student contact day, as to the next yearly work schedule, subject to adjustments made in the school calendar. Any deviation from the basic employment period established herein shall be made to and initially approved by the employee's immediate supervisor, and finally approved by the Human Resources Coordinator.

Section 9. Seniority/Lay-off Reassignment from Eliminated Positions: Through the course of time because of the technological changes, the decline of pupil population, etc., if it is necessary, in the judgment of the School Board and Administration, to reduce the work force, the following procedure will be followed to effect the staff reduction and for reassignment from eliminated positions. To the extent possible, potential lay-offs will be discussed as soon as possible with the employee who may be affected. Employees who are to be laid off shall be notified by the day following final adoption of the budget for the next school year.

Subd. 1. Seniority List: A seniority list, based on the first day of continuous employment in the bargaining unit, shall be published by March 1 of each year. The list shall show both total seniority in the District and their current job category. In the event of equal seniority, the earliest date of employment action by the

Board shall determine the greatest seniority. Should a tie still exist the person whose name appears first in the Board agenda shall have the greatest seniority.

Subd. 2. Lay-off: When a position is eliminated, the person or persons with the least total seniority in the District shall be laid off until the hours of employment reduced are equal to that of the position eliminated.

Subd. 3. Reassignment from Eliminated Position:

- a.) Category A: If the employee holding the eliminated position is employed in a Category A job classification, that employee shall have the right to replace the least senior employee in the Categories A, B, C and D provided the employee has more seniority than the employee being replaced and is qualified to perform the duties and responsibilities of the position.

- b.) Category B: If the employee holding the eliminated position is employed in Category B job classification, that employee shall have the right to replace the least senior employee in Categories B, C and D provided the employee has more seniority than that employee being replaced and is qualified to perform the duties and responsibilities of the position.

- c.) Category C: If the employee holding the eliminated position is employed in a Category C job classification, that employee shall have the right to replace the least senior employee in Categories C and D provided the employee has more seniority than the employee being replaced and is qualified to perform the duties and responsibilities of the position.

- d.) Category D: If the employee holding the eliminated position is employed in a Category D job classification, that employee shall have the right to replace the least senior employee in Category D provided the employee has more seniority than the employee being replaced and is qualified to

perform the duties and responsibilities of the position.

Subd. 4. Replaced Employees: An employee who is replaced in accordance with Subd. 1., 2., or 3. of this Section shall have the right to replace the least senior employee in a lower category, provided the employee has more seniority than the employee being replaced and is qualified to perform the duties and responsibilities of the position. This procedure shall be repeated until the least senior Category D employee is laid-off.

Subd. 5. Limitation: In no event shall an employee replace another employee with greater seniority or replace another employee with a higher paid category. Those clerical employees on lay-off will be placed on the District clerical substitute list at regular pay and when called, will receive the employee's current regular pay. An employee on lay-off shall retain seniority and the right to recall within classification in seniority order for a period of fifteen (15) months after the date of lay-off. Employees who are called back during this fifteen (15) month period but do not report for duty within ten (10) work days after written notification of recall shall forfeit all rights to further recall. Unless otherwise agreed to, a sixty (60) workday probationary period will apply to any new position with a sixty (60) workday extension by mutual consent of the Union and District. A seniority list shall be posted by March 1 of each year and the employees will have thirty (30) calendar days to challenge their status, after which time the list shall be absolute.

Any termination of service from District #13 due to resignation shall constitute a complete waiver of any and all previous seniority rights should the employee be rehired. Placement on the salary schedule if re-hired shall be determined by the District. Persons on recall who accept long term substitute positions shall have their recall right extended by the number of months they work as a long term substitute in excess of one hundred (100) days in a school year.

Subd. 6. Resignation: Clerical employees shall be required to provide the District with a two (2) week notice upon their resignation. Any termination of service from District #13 due to resignation shall constitute a complete waiver of any and all previous seniority rights should the employee be re-hired. Placement on the salary schedule if re-hired shall be determined by the District. Persons on recall who accept long term substitute positions shall have their recall rights extended by the number of months they work as a long term substitute in excess of one hundred (100) days in a school year.

Section 10. Position Description and Classification: An employee may request a review of the employees' classification no later than May 1. The employee will obtain and review the current job description with his/her supervisor. If significant changes in the responsibility factors have occurred, these changes will be forwarded to the Director of Human Resources for further review and reclassification if warranted. If reclassification is warranted by the administration, the reclassification and increased pay rate shall take effect on July 1. The employee and the steward shall be notified of the final decision by June 30.

This section does not preclude the administration from initiating a classification review for existing and/or new positions.

ARTICLE VI RATES OF PAY

Section 1. Rates of Pay:

Subd. 1. The salaries reflected in Schedule A, attached hereto, shall be part of the Agreement for a period commencing July 1, 2024 through June 30, 2026.

Subd. 2. A salary increase is not automatic and is effective only upon affirmative action of the School Board. The School District may withhold a salary increase in individual cases, for just cause as the School Board shall determine. This shall not

be done without thirty (30) days' notice to the employee and the union prior to July 1.

During the duration of this Agreement, advancement on any salary schedule shall be subject to the terms of this Agreement. In the event a successor agreement is not entered into prior to the expiration of this Agreement, an employee shall be compensated according to his/her current rate until a successor Agreement is entered into.

Section 2. Longevity Pay: Longevity pay of \$335.00 annually will be granted after ten (10) years of continuous service and \$460.00 per year after fifteen (15) years of continuous service and \$610.00 per year after twenty (20) years of continuous service for both years of the contract. The longevity payment shall be made in one (1) lump sum on the last pay period in June following the employee's completion of ten (10), fifteen (15), or twenty (20) years of continuous service to the School District as a clerical employee. Leaves of absence approved by the School District shall not be considered a break in service for purposes of determining eligibility for longevity payments.

Section 3. Retirement: Clerical employees who retire shall submit written notice at least thirty (30) calendar days prior to effective date at any time during the school year.

Section 4. Pay Periods: Effective July 1, 2024 pay checks will be issued for direct deposit and deductions on the 5th and 20th of each month.

ARTICLE VII

GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School District as provided by law. Unless by mutual consent during the term of this contract, the benefits of the policy shall not be decreased.

Section 2. Health and Hospitalization Insurance:

Subd. 1. Single Coverage: The Board shall contribute during the 2024-2025 and 2025-2026 fiscal years shall be the same amount per month as is contributed for other non-administrative staff (teachers) toward the cost of the premium for medical-hospitalization plan for individual clerical personnel working three-quarters time or more, who are employed by the District, and qualify for single coverage. The cost of the premium not contributed by the Board shall be borne by the employee and paid by payroll deduction.

Subd. 2. Family Coverage: The Board shall contribute during the 2024-2025 and 2025-2026 fiscal years shall be the same amount per month as is contributed for other non-administrative staff (teachers) toward the cost of the premium for the medical-hospitalization plan for family coverage for each clerical personnel working three-quarters time or more, who is employed by the District, who qualifies for family coverage. The cost for the premium not contributed by the Board shall be borne by the employee and paid by payroll deduction.

Subd. 3. Voluntary Employee Beneficiary Association Account: The school district shall contribute to the eligible employee's Voluntary Employee Beneficiary Association (VEBA) account \$200 per month for family health insurance plans and \$100 per month for single insurance plans. For employees participating in the Maximum Value Family or Single Health Insurance Plans the School District shall contribute an amount necessary to meet the minimum monthly insurance premium. One-sixth of the contribution will occur on the first paycheck in July and the remaining five-sixths will occur on the first paycheck in September. Clerical employees may apply for VEBA hardship on the School District website no later than the last contracted teacher day for that year. The School District reserves

the right to approve or deny any VEBA hardship requests in its sole discretion.

Subd. 4. Retired Employee Medical-Hospitalization Insurance. The School District shall contribute the same amount as that contributed for teachers who retire during the same year as the clerical employee towards the premium for health and hospitalization insurance, provided the employee has completed at least sixteen (16) continuous years of service and have reached the age of 55 at the time of retirement, to the extent the employee elected such insurance benefits while actively employed or during the open enrollment period in the employee's last year of employment with the District. Leaves of absence approved by the School District shall not be considered a break in service for purposes of determining eligibility for retiree health insurance contributions. Retiree health insurance benefits shall be terminated when the employee reaches Medicare eligibility. If a court of law or state or federal agency shall determine that the Medicare eligibility language is unlawful, the employee shall receive the benefits described in Subd. 1 for a period of five (5) years following retirement. The cost of dependent coverage shall be borne by the employee with all premiums payable in advance. Employees who have retired prior to July 1, 2006 shall continue to receive the district contribution toward health insurance currently being provided to these retirees.

Subd. 5. Disability: All group insurance benefits shall be retained by clerical employees who may become disabled due to a job-related accident or injury. Costs to the employee so disabled shall remain the same as for active employees. All insurance benefits resulting from a job related accident or injury shall cease at age 65.

Section 3. Long Term Disability Insurance: The School District will pay the premium for the income protection insurance for all clerical personnel working three-quarters time or more. The income protection plan shall include the following:

1. Disability benefits will accrue after an elimination period of 60 working days;
2. The monthly income benefit shall be 66 2/3% of basic monthly earnings, but not to exceed \$2,000 per month for fiscal year 2010-2011 and 2011-2012 and thereafter;
3. Unused sick leave will be used, at the rate of 1/3 day of leave per day on income protection, to raise the benefits to full salary until such time as the individual's leave time becomes exhausted. Such leave shall in no way reduce the benefits under this income protection program.

Section 4. Life Insurance:

Subd. 1. The School District agrees to provide a group life insurance policy of \$50,000 for all clerical personnel working three-quarters time or more (30 hours or more per week). The District agrees to pay the entire premium for the life insurance protection.

Subd. 2. Supplemental Life Insurance: Employees may enroll during open enrollment each year for additional life insurance in the amount of \$10,000, \$20,000, \$40,000 or \$80,000 on a payroll deduction plan. This applies only to permanent employees working three-quarters time (30 hours or more per week). Employee shall have this option of purchasing life insurance for their spouses through the School District's plan during open enrollment. All supplemental premiums shall be paid by the employee.

Section 5. Duration of Insurance Contribution: All newly hired employees meeting the criteria in this section shall be granted all insurance benefits upon beginning employment as governed by the master insurance policy, provided they apply within thirty (30) working days.

Section 6. Supplemental Insurance: Supplemental insurance shall be made available to all employees through payroll deduction and shall be paid by the employee requesting the insurance.

Section 7. Dental Insurance:

Subd. 1. Single Coverage: The School District will contribute for the 2024-2025 and 2025-2026 fiscal years and thereafter, the same amount as for other non-administrative staff per month toward the cost of premium for dental insurance for individual coverage for each clerical person working three-quarters time or more, who is employed by the District, and who qualifies for and is enrolled in the District dental plan. The cost of the premium not contributed by the School Board shall be borne by the employee and paid by payroll deduction.

Subd. 2. Family Coverage: The School District will contribute for the 2024-2025 and 2025-2026 2021-2022 fiscal year and thereafter, the same amount as for other non-administrative staff per month toward the cost of the premium for dental insurance for family coverage for each clerical personnel working three-quarters time or more, who is employed by the district, who qualifies for and is enrolled in the District dental plan and who qualifies for family coverage. The cost for the premium not contributed by the Board shall be borne by the employee and paid by payroll deduction.

Section 8. Insurance Committee: The clerical unit will be allowed representation on the District Insurance Committee, and the clerical steward will appoint the representative.

ARTICLE VIII
SEVERANCE PAY

Section 1. Severance Pay:

Subd. 1. Clerical employees employed prior to July 1, 2000 by the School District who have completed at least sixteen (16) continuous years of service and who are at least fifty-five (55) years of age shall be eligible for severance pay pursuant to the provisions of this Article. Leaves of absence approved by the School District shall not be considered a break in service for purposes of determining eligibility for severance payments.

Subd. 2. Employees serving on any type of leave shall not accrue any credit toward severance pay while on any such leave. All credit to apply toward severance pay must be a full school year assignment and no pro-rata portion of a year can be construed to count toward severance pay.

Subd. 3. An employee shall be eligible to receive as severance pay upon retirement an amount representing his/her daily rate of pay for each remaining day of unused accumulated sick leave to a maximum of one hundred five (105) days. Employees who are eligible for severance pay based on unused sick leave who have single insurance with the School District during their last year of employment shall have severance paid out 50% into a Health Care Savings Plan and 50% into a Special Pay Deferral Plan in five equal installments spread over five years. Employees who have family insurance with the School District during their last year of employment shall have their severance pay deposited into a Health Care Savings Plan in five equal installments spread over five years. Employees who do not have insurance with the School District shall have their severance pay deposited into a Special Pay Deferral Plan in five equal installments spread over five years.

Subd. 4. In applying the provisions of this Article, an employee's daily rate of pay shall be the basic daily rate earned during her/his last full school year of employment as provided in this basic salary schedule for that year, and shall not include any additional extra compensation.

Subd. 5. This Article shall not apply to any employee who is discharged for cause by the School District.

Subd. 6. In addition, employees who have attained the age of 55 and have a minimum of 16 years of service with the district and elect early retirement shall be eligible to remain in the existing group health and hospitalization program. All of the group health and hospitalization benefits shall be provided to retired employees that are provided for active employees. Such benefits shall be identical to those received by active employees, but shall be terminated when the employee reaches Medicare eligibility or as prescribed by state and federal laws.

The cost of dependent coverage shall be borne by the retired employee with all premiums payable in advance (See Article VII, Section 2, Subd. 3.)

Subd. 7. Any earned severance pay, in case of the retired employee's death, shall be paid to the deceased's estate in one lump sum.

Subd. 8. Employees eligible for severance who retire prior to June 30, 2016 shall receive a lump sum payment of Eight Hundred and Fifty Dollars (\$850.00) at the time of retirement.

Section 2. 403(b) Deferred Compensation: Employees may participate in an Employer 403(b) Compensation Plan as outlined below:

Subd. 1. Employees employed after July 1, 2000, shall be eligible to receive a District contribution of an amount equal to three and one-half (3 ½) percent of the

employee's annual salary providing the employee makes a contribution equal or greater to three and one-half (3 ½) percent of the employee's annual salary.

Subd. 2. Employees employed prior to July 1, 2000, may elect to participate in the District's Employer Match Compensation Plan upon making a one-time, irrevocable declaration to participate in the Employer Compensation Plan and forfeiting benefits outlined in Section 1, Subdivisions one through seven of this Article. The District will contribute an amount equal to three and one-half (3 ½) percent of the employee's annual salary providing the employee makes a contribution equal or greater to three and one-half (3 ½) percent of the employee's annual salary.

Section 3. Sick Leave 403(b) Conversion: All employees who have accumulated at least 60 days of sick leave as of July 1 may elect to receive a District contribution of \$75 for each day of sick leave accumulated above 60 days, in lieu of sick leave, up to a maximum of 10 days per year, or \$750, provided the employee makes an annual contribution equal to or greater than the amount contributed by the District under this Subdivision and subject to the following requirements. The employee shall submit a written request to the Director of Finance and Operations by June 15th for such matching funds, specifying the dollar amount of the employee's contribution. The deduction from the employee's accumulated sick leave and sick leave conversion matching fund must be based upon the sick leave accumulation available on July 1 following the employee's 403(b) conversion election made by June 15th in the immediately preceding fiscal year. The District matching contribution shall be paid through payroll starting July 1 through December 31st of the year from which the sick leave is deducted.

ARTICLE IX LEAVES OF ABSENCE

Section 1. Sick and Bereavement Leave:

Subd. 1. Sick Leave: Sick leave allowance shall be credited at the beginning of the work year to a maximum of 155 days. Employees working 219.5 days or

fewer shall accrue 10 days per year. Employees working 239 days shall accrue 11 days per year. Employees working 251 and 261 days per year shall accrue 12 days per year. Sick leave allowance is intended to apply in cases of absolute necessity and shall be granted for the employee's personal illness when properly reported to Human Resources. An employee may use accumulated personal sick leave benefits for absences due to an illness of the employee's child, spouse or parent for such reasonable periods as the employee's attendance with the child, spouse or parent is necessary, on the same terms the employee is able to use sick leave benefits for the employee's own illness. This sick child, spouse or parent care leave applies only to sick leave benefits payable to the employee from the sick leave benefits accumulated by the employee. In extraordinary cases of serious illness or admittance to a hospital of a member of the immediate family, up to five (5) days of sick leave may be granted at the discretion of the School Board or its designee. The District reserves the right to require doctor's certification when such care is required and it also reserves the right to obtain periodic reports on the status of the child's spouse's or parent's illness. This requirement is in effect following three (3) consecutive days of absences due to a child's, spouse's or parent's illness.

Subd. 2. Bereavement Leave: Up to three (3) days shall be granted per occurrence for the death of the employee's immediate family not deducted from sick leave. Up to two days of sick leave allowance shall be granted per occurrence for the other relatives or close personal friends.

Subd. 3. The School District may require an employee to furnish a medical certificate from the School Health Officer or from a qualified physician as evidence of illness, indicating such absence was due to illness, 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 Board, subject to the grievance procedure.

Subd. 4. Any sick leave allowed shall be deducted from the accrued sick leave days earned by the employee and will be approved only upon submission of a signed request for sick leave.

Subd. 5. No sick leave or Workers' Compensation will be paid to any employee if her/his disability results from employment other than that for District No. 13.

Subd. 6. Sick leave will not be provided for routine dental or medical attention. These appointments are expected to be scheduled during non-scheduled hours or vacation shall be utilized.

Subd. 7. Extended Illness: After an extended illness, the employee, at the request of the Administration and/or Board, shall present a satisfactory certificate of good health signed by the employee's physician or by a physician of the Board's choosing.

Subd. 8. Emergency Leave: Two (2) days of emergency leave per year (non-accumulative) will be granted when in the opinion of the Administration such request constitutes a real emergency. The salary in such cases will be paid in full but the days granted will be deducted from sick leave accumulation.

Subd. 9. Personal Leave: Each clerical employee shall be credited with three (3) personal leave days deducted from sick leave each year. Unused personal leave days can accumulate to a maximum of two (2) days. Personal leave is to be used for necessary absence required for the transaction of personal business which cannot be completed outside of the normal working day. Examples of personal business which qualify for use of such leave include, but are not limited to, personal reason, court appearances, real estate closings, or a significant family event such as weddings and commencement ceremonies. Application for use of such leave shall be made in advance in writing, when possible, to the immediate

supervisor. In the event the written notice cannot be given, oral approval must be obtained from the supervisor. The reason for the personal day need not be given; however, ethical obligations on the part of the employee must preclude this leave from being used for vacation or recreational purposes.

Subd. 10. A clerical employee may have up to a total of 16 hours during any school year to attend school conferences or classroom activities related to the employee's child, provided that the conferences or classroom activities cannot be scheduled during non-working hours. When the leave cannot be scheduled during non-work hours and the need for the leave is foreseeable, the employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to disrupt unduly the operations of the district. The clerical employee may substitute accrued vacation leave or personal leave for any part of the leave under this subdivision.

Section 2. Workers' Compensation:

Subd. 1. Upon the request of an employee who is absent from work as a result of a compensable injury incurred in the service of the School District and under the provisions of the Workers' Compensation Act, the School District will pay the difference between the compensation received pursuant to the Workers' Compensation Act by the employee and the employee's regular rate of pay deducted from the employee's sick leave or accrued vacation to the extent of the employee's earned accrual sick leave and/or vacation pay.

Subd. 2. If allowed by the Board, deduction shall be made from the employee's accumulated vacation or sick leave accrual time according to the same pro-rata 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 or vacation pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

Section 3. Parental Leave:

Subd. 1. An employee shall be afforded a parental leave of absence providing she/he follows the procedures outlined in this Section. For the purpose of this contract, parental leave will be defined as leave of absence for pregnancy, leave of absence for care of a newborn child (or a combination of both), or adoption.

Subd. 2. An employee who is applying for this leave shall either submit a written resignation or request a leave of absence in writing subject to the provisions of this Section.

Subd. 3. An employee wishing to use parental leave shall notify the Superintendent in writing not later than thirty (30) calendar days prior to the date the employee wishes to commence the leave, and also at such time, provide a physician's statement indicating the estimated date of delivery of the child.

Subd. 4. An employee requesting a parental leave shall submit a written request to the Superintendent including commencement date and estimated return date. If an employee so elects, a written resignation may be tendered. An employee contemplating an adoption shall notify the Superintendent of plans to adopt in accordance with the time frame found in Subd. 3 of this Section and shall give at least five (5) days notice before actually commencing the leave.

Subd. 5. The effective beginning date of such leave or the resignation of the employee, if the employee so elects, shall be submitted by the Superintendent to the School Board for its action.

Subd. 6. The Board shall not, in any event, be required to grant any more leave than twelve (12) months from commencement of the leave. If the original agreed upon return date is less than the maximum allowed, the leave may be extended by mutual agreement of the employee and the Superintendent.

Subd. 7. If the employee complies with all provisions of this Section, a parental leave shall be granted by the Board, and the Board shall notify the employee in writing of its action.

Subd. 8. If the leave is for the purpose of childbearing, the employee may resume her job as soon as she and her doctor agree she is physically qualified to perform her duties.

Subd. 9. All employees returning from a parental leave shall be re-employed in a position for which she/he qualified commensurate with a position occupied prior to the leave, subject to the following conditions.

1. That the position has not been abolished, subject to the provisions of this Agreement.
2. That she/he is not physically or mentally disabled from performing the duties of such position.

Subd. 10. Failure of the employee to return pursuant to the date determined in this Section shall constitute grounds for termination in the District.

Subd. 11. The parties agree that the applicable periods of probation for employees set forth in this contract are intended to be periods of actual service enabling the School District to have an opportunity to evaluate an employee's performance. The parties agree, therefore, that periods of time for which the employee is on parental leave shall not be counted in determining the completion of the probationary period.

Subd. 12. An employee who returns from parental leave within the provisions of this section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The employee shall not accrue leave time during the period of absence for parental leave, but shall accrue time for the purposes of seniority.

Subd. 13. An employee on parental leave is eligible to participate in group insurance programs for such programs as she/he wishes to retain, commencing with the beginning of the leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the district pursuant to this section.

Subd. 14. In case of adoption, Subd. 3. is not applicable. The parties further agree that any parental leave of absence granted under this Section shall be a leave without pay. Nothing in this Section may be construed to mean that an employee must take parental leave.

Subd. 15. A pregnant employee may use sick leave for those days in which she is ill due to pregnancy or childbearing. However, if a parental leave is to begin after the childbearing, the beginning date of that leave must be at the earliest date the physical condition of the employee would have allowed her to assume her clerical responsibilities. Nothing in this Section shall prevent the granting of a request to start a parental leave prior to the birth of the child, but when such request is granted the stipulation of Article IX, Section 4, Subd. 3. shall apply.

Section 4. Medical Leave:

Subd. 1. A clerical employee who is unable to work because of illness or injury and who has exhausted all sick leave credit shall, upon request and with Board approval, be granted a medical leave of absence without pay for a period of time

not to exceed one (1) year from the approval date. The District may, after review of the specific conditions, renew such leave for a period of one (1) more year pending medical evidence.

Subd. 2. A request for leave of absence under this Section shall be accompanied by a written statement from a medical doctor outlining the condition of health and estimated time at which the employee is expected to assume her/his normal responsibilities. The employee requesting medical leave shall, if the Board desires, submit to an examination by a physician(s) selected by the Board, at Board expense, prior to the granting of medical leave.

Subd. 3. This shall be a leave of absence without pay, during which an employee shall not accrue fringe benefits or be eligible for School District contributions, but shall accrue seniority.

Subd. 4. Any employee who fails to comply with the provisions of this Section may be terminated for just cause.

Section 5. Career Exploration Leave: A voluntary leave of absence for at least one (1) year but no more than two (2) years, without pay, shall be granted by the Board under the following conditions:

Subd. 1. The employee must have been employed on a full-time basis by the District for at least five (5) years but have less than thirty (30) total years of employment.

Subd. 2. A leave may be granted only once.

Subd. 3. The employee on such leave shall be reinstated to the least senior position in the same category which she/he occupied prior to going on leave provided she/he has more seniority and the employee has not been terminated

under the lay-off provision of the contract; and has notified the Board of her/his intent to return prior to May 1st of the year of the date of return. Failure to comply with the subdivision shall constitute grounds for termination.

Subd. 4. The employee on such leave shall retain seniority earned prior to the leave but shall not accrue any additional seniority in the District during the period of said voluntary leave. Any sick leave or years of service toward vacation accrual earned prior to the commencement of the leave shall be granted should the employee return to work in District #13.

Subd. 5. No sick leave or vacation will accrue any insurance benefits will not be provided by the Board during this voluntary leave. The employee may remain in the group hospitalization/medical plan at her/his expense if no other employment is held and the carrier permits. All premiums for this insurance shall be paid a month in advance.

Subd. 6. The voluntary leave shall be limited to one (1) employee starting in fiscal year 1982-83, with a maximum of two (2) employees on said leave in fiscal 83-84 and thereafter providing suitable replacements can be found.

Subd. 7. It shall be agreed by the parties that any individual granted a voluntary career exploration leave shall not file for unemployment compensation benefits chargeable to the District.

Subd. 8. Request for career exploration leave must be made by March 1 of each year. Approval or denial of said leave shall be made known to the requesting employee by the following May 15.

ARTICLE X

TIME LOSS DUE TO ILLNESS OR INJURY

Section 1. Lost Time: No sick leave or vacation accrual will be granted any employee while absent on long term sick leave (twenty (20) working days or longer) or leave while on Worker's Compensation or leave without pay. There will be no sick leave or vacation accrual granted to any employee who is absent on leave without pay. Any accrual of sick leave or vacation while absent on extended sick leave will be credited to the employee after the employee returns to work.

ARTICLE XI

HOURS OF SERVICE

Section 1. Basic Work Week: A regular work week shall consist of forty (40) hours, exclusive of lunch period for full-time employees. Any hours worked over forty (40) hours per week shall be considered overtime. The overtime rate shall be time and one-half. In lieu of overtime compensation, employees may choose, if they wish, compensatory time off at a rate not less than one and one-half hours for each hour of employment for which overtime compensation is required pursuant to the Federal Fair Labor Standards Act. In order to qualify for time and one-half, either in compensation or compensatory time off, the employee must have worked in excess of forty (40) hours in any given week. Sick days, vacation days, holidays or taking compensatory time off does not apply towards the forty (40) hours. Overtime work may occur on or off site, but must be pre-approved by the employee's supervisor and logged showing the date, number of hours to be worked, and is to be initialed by both parties. Compensatory time must be taken during the calendar year it's accrued. Calendar year is defined as January 1 through December 31. Compensatory time may not be used in lieu of sick days.

Section 2. Part-Time Employees: The School Board reserves the right to employ personnel as it deems desirable or necessary on part-time or casual basis. All clerical personnel working on a regular part-time basis will be granted one-half of the increment every year until the maximum is reached. Part-time employees shall accumulate seniority

on a pro-rata basis. Part-time employees will move on July 1 from one step to another if the employee has worked on a continuous basis in the position for at least six (6) months and has accumulated the necessary seniority to advance to the next step. Full-time employees will move on July 1 from one step to another if the employee has worked on a continuous basis in the position for at least six (6) months. Leaves of absence approved by the School District shall not be considered a break in service for purposes of determining eligibility for step movement.

Section 3. Shifts and Starting Time: All employees will be assigned starting times and shifts as determined by the Administration.

Section 4. Lunch Periods: Employees shall be provided a duty-free, unpaid lunch period of thirty (30) minutes. A relief period or coffee break, not to exceed fifteen (15) minutes in the morning and fifteen (15) minutes in the afternoon on a non-accumulative basis, will be provided to all full-time clerical personnel. Four (4) hour personnel or less shall be granted one (1) fifteen (15) minute break as scheduled by the immediate supervisor. A notice of lunch periods and breaks shall be posted in each building. In the interest of the School District all clerical personnel are expected to stagger their coffee breaks to make certain that the business of the School District will be conducted in an efficient manner during these release periods.

Section 5. School Closing: In the event that school is closed for any reason clerical employees shall not report to work and shall be paid for the missed time, which may be made up at the discretion of the Superintendent or designee. Previously approved leave for this day shall not be debited from the employee's leave accrual.

Section 6. Vacation: For twelve-month personnel, a two-week vacation with full pay will be granted after completion of a full year of employment. A third week of vacation will be granted after six years of service, a fourth week of vacation after twelve years of employment, and a fifth week of vacation after eighteen years. Vacation will be pro-rated for all employees who work less than twelve months but are on a year round

schedule. Employees will be notified by the Director of Human Resources as to these vacation allowances. Employees with less than one year of service as of July 1 shall have vacation pro-rated and shall accrue vacation on a monthly basis. If a substitute is required, clerical employees will be granted the opportunity to take up to a two week vacation or leave without pay during a period other than the normal summer months, with the approval of the building administrator and the Director of Finance and Operations. Notice must be given to the employee's immediate supervisor four (4) weeks prior to the start of the vacation periods to allow time for planning coverage during vacation period.

Clerical staff hired after July 1, 2021, will accrue vacation at their start of employment. If an employee is terminated during the first six months of employment, accrued vacation is forfeited. If an employee leaves the District during the school year and has used more than the accrued pro-rata share of vacation, the employee consents to the District deducting the excess from the employee's final paycheck.

Employees working less than twelve (12) months may elect by June 15th of any year to have a payout in lieu of vacation that has not yet been earned, up to ten (10) days, subject to the following requirements. The Employee's payout in lieu of vacation must be based upon the accrued and unused vacation which is accrued on July 1 following the Employee's election for a vacation payout. Employees making such an election shall have their unused vacation added to their payroll check by December 31st. The request for vacation pay must be accompanied by the vacation cash payout election form.

Section 7. Union Time: When mediation or arbitration sessions will require the attendance of both parties to meet on work time, no salary deductions shall be made for such leave to the employees, but Local 284 agrees to reimburse the district for the employee's hours.

Section 8. Holidays: In addition to the regular holidays listed below, each clerical employee is entitled to use one floating holiday per year, which shall not be used on Martin Luther King Day and must be pre-approved by the employee's supervisor.

Clerical employees shall have the following holidays:

Employees with 261 or 251 work days: July 4, Labor Day, Friday of Teachers' Convention, Thanksgiving Day, Friday after Thanksgiving, December 24th, December 25th, New Year's Eve Day, New Year's Day, President's Day, holiday determined by the Superintendent, Memorial Day and Juneteenth.

Employees with 239 work days: Labor Day, Friday of Teachers' Convention, Thanksgiving Day, Friday after Thanksgiving, December 24th, December 25th, New Year's Eve Day, New Year's Day, President's Day, holiday determined by the Superintendent and Memorial Day.

Employees with 219.5, 214 or 204 work days: Labor Day, Friday of Teachers' Convention, Thanksgiving Day, Friday after Thanksgiving, December 24th, December 25th, New Year's Eve Day, New Year's Day, holiday determined by the Superintendent and Memorial Day.

ARTICLE XII

GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by a clerical employee resulting in a dispute or disagreement between the clerical employee and the School Board as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

Section 2. Representation: The aggrieved may be represented by another person or persons of her/his choice, but when so represented, the aggrieved must also be present. The number of representatives shall be limited to three (3).

Section 3. Definitions and Interpretations:

Subd. 1. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by state law.

Subd. 2. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period so computed shall be counted, unless it is a Saturday, a Sunday, or legal holiday. Time can be changed by mutual consent.

Subd. 3. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period.

Subd. 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School Board's designee, setting forth the facts and specific provisions of the Agreement allegedly violated and the particular relief sought within ten (10) days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust the alleged grievance informally between the clerical employee and the School Board's designee.

Section 4. Adjustment of Grievance: The School Board and the Union shall attempt to adjust all grievances which 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 aggrieved shall present her/his grievance in writing to her/his immediate supervisor. The immediate supervisor shall give a written decision on the grievance to the party involved within five (5) 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 of Schools, provided such appeal is made in writing five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent and/or her/his designated representative 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 and/or her/his 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 five (5) days after the receipt of the decision in Level II. If the 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 ten (10) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the Board may be designated by the 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 5. School Board Review: The School Board reserves the right to review any decision issued under Level I or II of this procedure provided the School Board or its representative notifies 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.

Should the School Board review and rescind a decision either at Level I and II, the grievant may file directly to the next step within ten (10) days.

Section 6. 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 clerical employee may appeal it to the next level.

Section 7. Arbitration Procedures: In the event that the clerical employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein.

Subd. 1. Requests: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the Office of the Superintendent within ten (10) days following the decision in Level III of the grievance procedure.

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

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of the procedure, the parties shall within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the State Bureau of Mediation Services (BMS) to appoint an arbitrator, pursuant to M.S. 179A.70, Subd. 4, providing such request is made within ten (10) days after receipt for arbitration. The request shall ask that the appointment be made within twenty (20) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

a.) Upon appointment of the arbitrator(s), the appealing party shall within five (5) days after notice of appointment forward to the arbitrator, with a copy to the School Board, the submission of the grievance which shall include the following:

- 1.) The issues involved.
- 2.) Statement of facts.
- 3.) Position of the grievant.
- 4.) The written documents relating to Section 5, of the grievance procedure.

b.) The School Board shall make a similar submission of information within five (5) days after notice of appointment.

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

Subd. 6. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before her/him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions provided in the P.E.L.R.A. of 1971, as amended.

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 which 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 the party desiring the transcript. The cost shall be borne by the party

making the request unless both parties agree to same, then costs shall be shared equally.

Subd. 8. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to the grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein, nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give the consideration to the statutory rights and obligations of the public School Board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 8. Election of Remedies and Waiver: A party instituting any action, proceeding, or complaint in a federal or state court of law or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another form as outlined herein, the employee shall waive her/his right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

ARTICLE XIII

DURATION

Section 1. Term and Reopening Negotiations: This agreement shall remain in full force and effect for a period commencing July 1, 2024 through June 30, 2026 and thereafter until modifications are made pursuant to the P.E.L.R.A. of 1971, as amended. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than ninety (90) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School Board and the Union. The provisions herein relating to the terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to the terms and conditions of employment whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement except by mutual consent.

Section 4. Severability: The provisions of this Agreement may be severable by court direction and if any provisions 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.

**CLERICAL SALARY SCHEDULE
INDEPENDENT SCHOOL DISTRICT NO. 13
EFFECTIVE JULY 1, 2024
SCHEDULE A**

Category A

Step	2024-2025	2025-2026
Step 1	\$23.29	\$23.87
Step 2	\$23.61	\$24.20
Step 3	\$24.43	\$25.04
Step 4	\$29.34	\$30.07

Category B

Step	2024-2025	2025-2026
Step 1	\$22.36	\$22.92
Step 2	\$22.91	\$23.48
Step 3	\$24.69	\$25.31
Step 4	\$28.60	\$29.32

Category C

Step	2024-2025	2025-2026
Step 1	\$21.51	\$22.05
Step 2	\$21.99	\$22.54
Step 3	\$23.28	\$23.86
Step 4	\$27.85	\$28.55

Category D

Step	2024-2025	2025-2026
Step 1	\$19.57	\$20.06
Step 2	\$20.19	\$20.69
Step 3	\$21.37	\$21.90
Step 4	\$26.06	\$26.71

Effective July 1, 2024, clerical employees who the district determines are bilingual will receive a differential of \$.85 per hour.

1. Categories:

- A. Principal’s Secretary (Elementary and Secondary), Accounts Payable Clerk, Student Services Administrative Assistant, Teaching and Learning Secretary, District Administrative Assistant, Community Education Administrative Assistant, Human Resources Administrative Assistant/Facilities Clerk, Business and Transportation Administrative Assistant, Finance and Technology Administrative Assistant, Records Administrative Assistant, Due Process Administrative Assistant.
- B. Registrar, Administrative Specialist.
- C. Health Aide, Attendance Clerk, Elementary Clerk, Elementary Specialist, Media Clerk, Social Work Attendance Clerk.
- D. Office Specialist – Science, Community Education Clerk.

2. Employment Periods:

Category		Days Worked	Paid Holidays	Paid Vacation	Total Days
Category A	a.	238	13	10	261
	b.	228	13	10	251
	c.	218	12	9	239
	d.	200	11	8.5	219.5
Category B	a.	238	13	10	261
	b.	218	12	9	239
	c.	200	11	8.5	219.5
Category C	a.	195	11	8	214
	b.	200	11	8.5	219.5
	c.	185	11	8	204
Category D	a.	185	11	8	204
	b.	195	11	8	214
	c.	195	11	8	214
	d.	238	13	10	261

Note: The number of holidays stated above is effective July 1, 2019. Until that date clerical employees shall have one less holiday and one more "days worked" than stated above.

- 3. Salary Schedule Movement:** Employees shall advance to the next highest salary within their job category for the 2024-2025 and 2025-2026 school years.
- 4. Experience Credit:** The Director of Human Resources will appraise past experience and may place a new employee up to and including Step Two (2), following consultation with the union steward(s).

- 5. Substitute Employees:** Substitute employees shall be entitled to fringe benefits and shall acquire seniority only when hired by resolution of the School Board as a permanent employee.
- 6. Payment for Coverage in a Higher Category:** When an employee covers for another employee in a higher paid category for one day or more, the employee will be paid at the higher rate of pay commensurate with their current step.
- 7. Work Year and Schedule:** The work year for clerical employees shall correspond to the regular school year, July 1st through June 30th. Year-round clerical employees in Categories A , B and D shall be paid based on a 261-day work year. For the years in which the calendar contains 260 work days, the 261st day shall be paid as a recognition day at the employee's regular rate of pay and throughout the year on a regular payroll basis.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:
School Service Employees, SEIU Local 284 ISD No. 13

450 Southview Boulevard
 South St. Paul, MN 55075

1440 - 49th Avenue N.E.
 Columbia Heights, MN 55421

 Union Representative

 Board Chairperson

 Union Steward

 Clerk

 Union Steward

 Bargaining Team Member

 Superintendent

 Bargaining Team Member

 Chief Negotiator

Dated this ____ day of _____, 2024

Dated this ____ day of _____, 2024

MASTER AGREEMENT 2024-2026
MEMORANDUM OF UNDERSTANDING
EARNED SICK AND SAFE TIME (ESST)

Independent School District #13, Columbia Heights, Minnesota ("School District") and the School Service Employees, SEIU Local 284 ("Exclusive Representative") have entered into a collective bargaining agreement for the 2024-2026 school years ("CBA") that covers the terms and conditions of employment for Clerical Employees and are applicable to the all persons in the job classification employed by the school district that meet the requirements of Minn. Stat. 179A.03 Subd. 14; and

WHEREAS, the School District and the Union entered into an Agreement, effective through June 30, 2026 ("CBA"), governing the general terms and conditions of employment for School District clerical employees;

WHEREAS, the terms of the CBA currently specify the amount and conditions of use of an employee's sick leave.

WHEREAS, the School District and the Union wish to address the Minnesota Earned Sick and Safe Time ("ESST") law passed by the Minnesota State Legislature in 2023, (Session Law, Chapter 53, Article 12), effective January 1, 2024; and

NOW, THEREFORE, IN CONSIDERATION OF the foregoing, the mutual promises and agreements contained in this MOU, and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereby agree as follows:

1. This MOU is being entered into to comply with Minnesota's ESST law, effective January 1, 2024. To the extent the law or related guidance changes impacting the terms of this MOU, the parties will meet and negotiate an amendment to this agreement consistent with the changes.
2. Clerical Employees working 219.5 days or fewer shall accrue 10 days per year. Employees working 239 days shall accrue 11 days per year. Employees working 251 and 261 days per year shall accrue 12 days per year. Each day is equal to the employee's contracted hours. Employees who start the school year with over 80 hours of sick leave will not receive any additional ESST hours. Clerical Employees who do not receive eighty (80) hours of sick leave will receive the difference front-loaded up to eighty (80) hours in a separate ESST leave bank. Eighty (80 hours) of sick leave each school year can be used for ESST purposes. Sick leave accumulated beyond the 80 ESST hours shall only be available for use for reasons set forth in Article IX Section 1. Prior to January 1, 2025 sick

leave accumulated beyond the 80 ESST hours shall only be available for use for reasons set forth in Article IX Section 1.

3. Effective January 1, 2024, sick leave shall be used in accordance with Minnesota's ESST law, Minn. Stat. § 181.9447. This includes the use of sick leave for the following reasons:

- An employee's mental or physical illness, treatment or preventive care;
- The mental or physical illness, treatment or preventive care of an employee's family member;
- Absence due to domestic abuse, sexual assault or stalking of an employee or their family member;
- Closure of an employee's workplace due to weather or public emergency or closure of their family member's school or care facility due to weather or public emergency; and
- When determined by a health authority or health care professional that an employee or their family member is at risk of infecting others with a communicable disease.

The term family member includes those individuals defined in Minn. Stat. § 181.9445, subd. 7. When an employee uses sick leave for more than three consecutive days, the School District may require reasonable documentation that the leave is covered in accordance with Minn. Stat. § 181.9447, subd. 3.

4. To the extent the terms of the CBA governing the use sick leave do not meet the minimum requirements or conflict with Minnesota's ESST law, effective January 1, 2024, the parties agree to follow the provisions of Minnesota's ESST law and any related Minnesota Department of Labor guidance.

5. Effective Date and Duration. This Memorandum of Understanding shall continue in effect until a new CBA is ratified by the parties. The parties are not bound by the language of this MOU for future CBAs.

6. Equal Drafting. In the event any party asserts that a provision in this MOU is ambiguous, this MOU must be construed to have been drafted equally by the parties.

7. Choice of Law and Severability. This MOU shall be construed and interpreted in accordance with the laws of the State of Minnesota. Any term or condition of this MOU found to be invalid, illegal, or unenforceable shall not render this MOU void or unenforceable. To the extent any term or condition of this MOU is found to be inconsistent with Minnesota's ESST law or the Minnesota Department of Labor's guidance on ESST, the law and Department of Labor's guidance shall

control. If any particular provision of this MOU shall be adjudicated to be invalid or unenforceable, the parties specifically authorize the tribunal making such determination to sever and/or replace the invalid or unenforceable provision of this MOU to allow this MOU and the remaining provisions thereof, to be valid and enforceable to the fullest extent allowed by law.

8. Entire Agreement. This Memorandum of Understanding contains the full and complete agreement between the parties relative to the subject matter addressed herein. No promises, guarantees, or representations relative to the subject matter addressed herein exist outside the terms of this document. This MOU controls to the extent that it conflicts with the terms of the CBA. No changes to this MOU are valid unless they are in writing and signed by both parties.

School Service Employees
SEIU Local 284

Independent School District No. 13
Columbia Heights

Union Steward

Superintendent

Union Representative

Date:_____

Date:_____

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COLUMBIA HEIGHTS PUBLIC SCHOOLS
AND
SEIU, LOCAL 284**

This Memorandum of Understanding is entered into between Columbia Heights Public Schools, Independent School District No. 13 (the District) and SEIU, Local 284 representing clerical employees, (the Union) related statutory language.

WHEREAS, the union is the exclusive representative of clerical employees in the district; and

WHEREAS, during the course of negotiations for the 2024-2026 labor agreement the union wished incorporate changes in Minnesota Statutes into the contract and the district agreed to follow all statutory language but did not want reference to the statutory language in the contract;

WHEREAS, both parties in the spirit of compromise have agreed to instead add a Memorandum of Understanding that contains the changes in Minnesota Statutes that the union wished to bargain into the contract.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties now agree as following:

Payroll Deduction

Effective date: 8.1.23

[2023 Session Laws Chapter 53, Article 11, Section 13](#) (Minn. Stat. § 179A.06, subd. 6).

Payroll deduction, authorization, and remittance. (a) Public employees have the right to request and be allowed dues checkoff payroll deduction for the exclusive representative. In the absence of an exclusive representative, public employees have the right to request and be allowed dues checkoff for the organization of their choice. and the political fund associated with the exclusive representative and registered pursuant to section 10A.12. A public employer must rely on a certification from any exclusive representative requesting remittance of a deduction that the organization has and will maintain an authorization, signed by the public employee from whose salary or wages the deduction is to be made, which may include an electronic signature by the public employee as defined in section 325L.02, paragraph (h). An exclusive representative making such certification must not be required to provide the public employer a copy of the authorization unless a dispute arises about the existence or terms of the authorization. The exclusive representative must indemnify the public employer for any successful claims made by the employee for unauthorized deductions in reliance on the certification.

(b) A dues deduction authorization remains in effect until the employer receives notice from the exclusive representative that a public employee has changed or canceled their authorization in writing in accordance with the terms of the original authorizing document, and a public employer must rely on information from the exclusive representative receiving remittance of the deduction regarding whether the deductions have been properly changed or canceled. The exclusive representative must indemnify the public employer, including any reasonable attorney fees and litigation costs, for any successful claims made by the employee for unauthorized deductions made in reliance on such information.

(c) Deduction authorization under this section is independent from the public employee's membership status in the organization to which payment is remitted and is effective regardless of whether a collective bargaining agreement authorizes the deduction.

(d) Employers must commence deductions within 30 days of notice of authorization from the exclusive representative and must remit the deductions to the exclusive representative within 30 days of the deduction. The failure of an employer to comply with the provisions of this paragraph shall be an unfair labor practice under section 179A.13, the relief for which shall be reimbursement by the employer of deductions that should have been made or remitted based on a valid authorization given by the employee or employees.

(e) In the absence of an exclusive representative, public employees have the right to request and be allowed payroll deduction for the organization of their choice.

(f) Any dispute under this subdivision must be resolved through an unfair labor practice proceeding under section 179A.13.

Union Access

Effective date: 8.1.23

[2023 Session Laws Chapter 53, Article 11, Section 17](#) (Minn. Stat. § 179A.07, subd. 9).

Access. (a) A public employer must allow an exclusive representative to meet in person with newly hired employees, without charge to the pay or leave time of the employees, for 30 minutes, within 30 calendar days from the date of hire, during new employee orientations or, if the employer does not conduct new employee orientations, at individual or group meetings. An exclusive representative shall receive no less than ten days' notice in advance of an orientation, except that a shorter notice may be provided where there is an urgent need critical to the operations of the public employer that was not reasonably foreseeable. Notice of and attendance at new employee orientations and other meetings under this paragraph must be limited to the public employer, the employees, the exclusive representative, and any vendor contracted to provide a service for purposes of the meeting. Meetings may be held virtually or for longer than 30 minutes only by mutual agreement of the public employer and exclusive representative.

(b) A public employer must allow an exclusive representative to communicate with bargaining unit members using their employer-issued email addresses regarding collective bargaining, the administration of collective bargaining

agreements, the investigation of grievances, other workplace-related complaints and issues, and internal matters involving the governance or business of the exclusive representative, consistent with the employer's generally applicable technology use policies.

(c) A public employer must allow an exclusive representative to meet with bargaining unit members in facilities owned or leased by the public employer regarding collective bargaining, the administration of collective bargaining agreements, grievances and other workplace-related complaints and issues, and internal matters involving the governance or business of the exclusive representative, provided the use does not interfere with governmental operations and the exclusive representative complies with worksite security protocols established by the public employer. Meetings conducted in government buildings pursuant to this paragraph must not be for the purpose of supporting or opposing any candidate for partisan political office or for the purpose of distributing literature or information regarding partisan elections. An exclusive representative conducting a meeting in a government building or other government facility pursuant to this subdivision may be charged for maintenance, security, and other costs related to the use of the government building or facility that would not otherwise be incurred by the government entity.

The exclusive representative will schedule with the immediate supervisor to determine the best date to meet with newly hired employees. The exclusive representative will provide reasonable notice to an employee's immediate supervisor prior to any other meeting with an employee. Reasonable notice shall not be less than 8 hours unless mutually agreed upon. Other than new employee orientation, any other meetings with union members will not take place during the employees' work hours.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the dates shown below.

By signing below, each party specifically acknowledges that it has read this Agreement and that it understands and voluntarily agrees to be legally bound by all terms of the Agreement.

SEIU Local 284:

Dated: _____ By: _____

INDEPENDENT SCHOOL DISTRICT 13:

Dated: _____ By: _____