

INDEPENDENT SCHOOL DISTRICT #286
BROOKLYN CENTER, MINNESOTA

CONTRACT BETWEEN INDEPENDENT SCHOOL DISTRICT #286
AND

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 284
Support Professionals

July 1, 2024- June 30, 2026

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This contract is entered into between Independent School District #286, hereinafter referred to as the School Board or School District, and the Service Employees International Union, Local No. 284, hereinafter referred to as the Union.

ARTICLE I PURPOSE

The School District and the Union agree that the purpose for entering into this Contract is to:

Section 1. **Relationship:** Establish the foundation for an effective and productive relationship.

Section 2. **Resolution:** Provides for a means to peacefully resolve disputes concerning the application or interpretation of this Contract.

Section 3. **Agreement:** Place in written form the agreed upon "terms and conditions" of employment for the duration of this Contract.

Section 4. **Language:** Outline the "terms and conditions" of employment in common language, providing for clear interpretation of this Contract.

ARTICLE II RECOGNITION

Section 1. **Recognition:** In accordance with PELRA, the District recognizes the Union, as the Exclusive Representative for Clerical, Educational Assistants, Health Assistants Restorative Practice Specialists employed by the School District of Independent School District 286, which exclusive representative shall have those rights and duties as prescribed by PELRA and as described in the provisions of this Agreement.

Section 2. **Inclusion:** In the event of a dispute as to the inclusion or exclusion of a job classification within the bargaining unit defined in Section I, either party may institute appropriate proceedings with the Bureau of Mediation Services.

Section 3. **Contracted Services:** Nothing in this Agreement shall be construed to preclude the District from contracting for services or work not currently performed by this bargaining unit.

ARTICLE III DEFINITIONS

Section 1. **Terms and Conditions of Employment:** shall hereinafter in the Contract mean the hours of employment, the compensation therefore including fringe benefits, and the School District's personnel policies affecting the working conditions of employees, subject to the provisions of the P.E.L.R.A. of 1971, as amended, insofar as these conditions are not in conflict with other provisions of this Contract.

Section 2. **Description of appropriate unit:** For purposes of this Agreement, the word/term employee shall mean all persons in the appropriate unit, employed as Clerical, Educational Assistants, Health Assistants, Restorative Practice Specialists employed by the School District for more than fourteen (14) hours per week or thirty-five percent (35%) of the normal work week in the employee's

bargaining unit, in excess of sixty-seven (67) working days in a calendar year. Such classifications exclude the following: confidential employees, supervisory employees, essential employees, and emergency employees.

Section 3. **School Board:** shall hereinafter in the Contract mean the School Board of Independent School District #286 or its designated representative.

Section 4. **School District:** shall hereinafter in the Contract mean Independent School District #286 designated as the employer.

Section 5. **Superintendent:** shall hereinafter in the Contract mean the Superintendent of Independent School District #286 or a designated representative.

Section 6. **Supervisor:** shall hereinafter in the Contract mean the supervisor as designated on the district organization chart.

Section 7. **Other Terms:** Terms not defined in this Contract shall have those meanings as defined by the Public Employment Labor Relations Act (PELRA) of 1971, as amended.

ARTICLE IV SCHOOL BOARD RIGHTS

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

Section 2. **Management Responsibilities:** The Union 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 equal educational opportunities for the students of the school district.

Section 3. **Effect of Laws, Rules and Regulations:** All employees covered by this Agreement and all provisions of this Agreement, are subject to the laws of the State of Minnesota, Federal laws, valid rules, regulations, and orders of State and Federal governmental agencies. Any provisions of this Agreement found to be in violation of any such laws, rules, and regulations, directives, or orders shall be null and void and without force and effect.

Section 4. **Reservation of Managerial Rights:** The foregoing enumeration of School District 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 Contract are reserved to the School Board or its representatives.

**ARTICLE V
EMPLOYEE AND UNION RIGHTS**

Section 1. **Dues Deduction:** Any employee who is a member of the Union, or who has applied for membership, may deliver to the School District an authorization for deduction of Union membership dues. Upon receipt of a properly executed authorization of the employee involved, the School District will deduct from the employee's paycheck an amount necessary to equal the authorized dues deduction.

Section 2. **Indemnification:** The Union shall indemnify and hold the School District harmless against all claims, judgments, or orders issued against the School District in the administration of Section 1 of this Article.

Section 3. **Right to Join:** Employees shall have the right to join the Union and the right not to join the Union.

Section 4. **Union Representation:** Whenever the district calls a meeting with an employee that could lead to discipline, the district shall notify the employee orally or in writing of their right to have union representation at the meeting,

Section 5. **Right to Views:** Nothing contained in this Contract shall be construed to limit, impair or affect the right of any employee or a representative of the employee to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the Union.

**ARTICLE VI
BASIC WORK CONDITIONS**

Section 1. **Basic Work Week:** The employee's basic workweek, exclusive of lunch, shall be prescribed by the School District. All hours worked by an employee in excess of forty (40) hours per normal workweek shall be paid at the rate of 1 1/2 times the employee's hourly job classification rate. Benefit hours are not considered hours worked.

Section 2. **Basic Work Year:** The employee's basic work year shall be prescribed by the School District.

Section 3. **Shifts and Starting Times:** All employees will be assigned starting times and shifts as determined by the School District. Employees will be guaranteed a minimum of two hours for each shift for which they report to work.

Section 4. **Lunch Period:** Employees are required to take an unpaid duty-free lunch period of thirty (30) minutes for all shifts over six hours.

Section 5. **Summer Positions:** Summer positions will be posted internally first, then externally if qualified internal applicants are not found. Consideration for summer employment will be based on but not limited to the following factors work experience/ qualifications, site needs and seniority. Pay is commensurate with the rate of pay for that fiscal contract school year schedule. Summer school pay

follows the school year just completed.

Section 6. **Staff Development:** The district shall provide staff development sessions as necessary, at least two days on non-student contact days as defined by the district professional development calendar. Training days scheduled by the school district are mandatory duty days. The use of personal days will not be allowed on mandatory training days. Every effort shall be made to provide at least 14 days advance notice to all members of each group for any training scheduled.

On one of the two days, the Union may invite members of the bargaining unit to a 30 (thirty) minute orientation meeting. Attendance at the meeting shall be purely voluntary by the employees.

Section 7. **Withholding of Increment:** The District reserves the right to withhold annual increments for employees for neglect of duty, persistent violations of laws, rules, regulations, or directives, inefficiency and other good and sufficient grounds which impair the employee's proper functioning in his/her position. The withholding of increment is subject to a complete evaluation process as defined in the attached memorandum. In the event that an annual increment will be withheld, the employee will be so notified in writing of the deficiency. If an increment is withheld, the supervisor must work with the employee to create a work improvement plan within 10 working days. Employees will advance to the next step upon receiving a successful evaluation (summative score of meeting expectations or higher) resulting in one step advancement or appropriate compensation as defined by the collective bargaining agreement.

Section 8. **Notification:** Every effort will be made to notify employees by April 1 of each year if there is a change to their assignment for the following year. The district reserves the right to make re-assignments at any time based on staffing needs and the student population.

ARTICLE VII LEAVES OF ABSENCE

When applicable leaves in this article will run concurrently.

Section 1 **Sick Leave:** Employees working a minimum of 25 hours per week shall accrue sick leave each month at a rate of one day per month commensurate with the hours worked per day and the months worked per year. Employees working less than 25 hours per week will accrue sick leave at a rate of 1 (one) hour for every 30 (thirty) hours worked up to a maximum of 48 (forty-eight) hours in a year. Sick leave may be taken in no less than 15 (fifteen) minute increments.

Subd.1 Accumulation: Earned sick leave, which is unused, may be accumulated to a maximum of 100 days for school year employees and 130 days for employees working more than the school year.

Subd.2 Maximum: Sick leave may not be used in excess of 90 consecutive calendar days for any one illness or injury.

Subd. 3. **Medical Certificate:** The School District may require an employee to furnish documentation for the purpose of the leave if the employee is absent for more than three consecutive scheduled days.

Subd.4 Notification: Employees requesting the use of sick leave shall notify their supervisor a minimum of two hours prior to the beginning of their duty day. If the leave time is foreseeable, the employee should submit the request seven (7) days in advance or as soon as practicable.

Subd. 5. Use:

Employees may use sick leave for any absences due to allowable reasons under the Minnesota Earned Sick and Safe Leave.

- the employee's mental or physical illness, treatment or preventive care;
- a family member's mental or physical illness, treatment or preventive care;
- absence due to domestic abuse, sexual assault or stalking of the employee or a family member;
- closure of the employee's workplace due to weather or public emergency or closure of a family member's school or care facility due to weather or public emergency;
- when determined by a health authority or health care professional that the employee or a family member is at risk of infecting others with a communicable disease; and
- to make funeral arrangements, attend a funeral service or memorial or address financial or legal matters that arise after the death of a family member.

Employees may use earned sick and safe time for the following family members:

1. their child, including foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parentis (in place of a parent);
2. their spouse or registered domestic partner;
3. their sibling, stepsibling or foster sibling;
4. their biological, adoptive or foster parent, stepparent or a person who stood in loco parentis (in place of a parent) when the employee was a minor child;
5. their grandchild, foster grandchild or step-grandchild;
6. their grandparent or step-grandparent;
7. a child of a sibling of the employee;
8. a sibling of the parents of the employee;
9. a child-in-law or sibling-in-law;
10. any of the family members listed in 1 through 9 above of an employee's spouse or registered domestic partner;
11. any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and
12. up to one individual annually designated by the employee.

Subd. 6. Deduction: Sick leave allowed shall be deducted from the accumulated sick leave days earned by the employee.

Subd. 7. Approval: Sick leave pay may be approved only upon the employee's submission of the request following the established process for sick leave pay.

Subd. 8. 403b/457 Contribution:

Upon accumulating more than 465 sick leave hours, support professional employees may choose to contribute any additional hours (up to a maximum of 40.00 hours per year) to an existing deferred compensation account, provided the employee makes an annual contribution equal to or greater than the amount contributed by the District.

A. Unused sick leave hours will be compensated at a rate of \$13.50 per hour. The sick

leave days used for the District contribution shall be deducted from the employee's accumulated sick leave.

B. The employee shall submit a written request to the payroll manager by May 15, specifying the dollar amount of the employee's contribution.

Section 2 Bereavement Leave: Employees may be absent, up to a maximum of 5 (five) normal work days per school year, if necessary, to make funeral arrangements, attend a funeral service or memorial or address financial or legal matters that arise after the death of a family member. Employees may be absent, one workdays per occurrence, if necessary, to attend the funeral of an extended family member or friend not otherwise defined in Section 1 Subd. 5 of this article. The first 3 (three) days of approved bereavement leave for immediate family shall not be deducted from accumulated sick leave. Additional days may be granted at the discretion of the Superintendent.

Subd.1 Employees requesting funeral leave shall notify their supervisor 24 hours in advance when possible and not less than two hours prior to the absence, providing the reason(s) for the absence. Employees who fail to give such notice shall be subject to a full salary deduction for the period of absence.

Subd.2 Employees absent from duty because of a death in the employee's immediate family shall suffer no loss in income for the approved absence.

Section 3 Personal Leave: Employees may be granted, upon the approval of their Supervisor, a maximum of 3 (three) normal work days per year to conduct personal business, which cannot otherwise be performed outside of the normal work day or to care for one's own mental health. Personal days may be used for any purpose without stating the reason for the request. Such absence will be deducted from accumulated sick leave.

Subd.1 No more than one clerical per building and three EAs per building will be granted personal leaves per day. Supervisors may approve additional staff due to extenuating circumstances.

Subd.2 Personal leave time will not ordinarily be granted during the first two weeks of each school year and the last 2 weeks of each school year or during the weeks immediately before or after breaks. Extenuating circumstances may be considered and approved by the Supervisor.

Subd.3 Personal days may accumulate to a maximum of five (5). Up to two (2) unused personal days may carry over from one year to the next.

Subd.4 Personal days may not be taken during the first 90 days of probationary employment.

Section 4. **Child Care Leave:**

Subd.1 Use: An unpaid child care leave may be granted by the School District, subject to the provisions of this section, to one (1) employee-parent of a natural or adopted child, provided such employee-parent is caring for the child on a full-time basis.

(1.) Up to twenty-five (25) days of sick leave may be used for adoption purposes (such as preparation and legal reasons, necessary travel, and initial adjustment).

Subd.2 Request: An employee making application for an unpaid child care leave shall inform the Superintendent in writing of the request to take the leave at least three (3) calendar months before commencement of the intended leave.

Subd.3 Medical Statement: An employee will provide, at the time of the leave application, a statement from the attending physician indicating the expected date of delivery.

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

- (1.) grant any leave more than twelve (12) months in duration;
- (2.) permit the employee to return to employment prior to the date designated in the request for unpaid child care leave.

Subd. 5. Reinstatement: An employee returning from unpaid child care leave shall be reinstated in a position for which he/she is qualified unless previously discharged or laid off.

Subd. 6. Failure to Return: Failure of the employee to return by the date determined under this section shall constitute grounds for termination unless the School District and the employee mutually agree in writing to an extension in the leave.

Subd. 7. Salary and Fringe Benefits: Child care leave under this section shall be without pay or fringe benefits. Refer to section 10 of this article for the continuation of group insurance.

Section 5 Unpaid Leave of Absence:

Subd.1 Employees may request an unpaid leave of absence for reasons which are personally necessary to the employee (such as not qualifying for FMLA, exhausting FMLA or other circumstances). The disposition of such requests shall be at the discretion of the Superintendent.

Subd.2 Duration: An unpaid leave can be requested to a maximum twelve (12) months in duration. An unpaid leave of absence for purposes of vacation will not ordinarily be granted.

Subd.3 Employees failing to return to work at the expiration of an unpaid leave of absence granted by the School Board shall be considered to have resigned unless the leave has been extended by the School Board or because of extenuating circumstances.

Subd.4 In the event an employee has exhausted earned sick leave, the employee can submit a written request to the Superintendent for a period which will allow the School Board to consider the unpaid leave request as provided by Subd. 1 of this Article.

Subd.5 Salary and Fringe Benefits: Leave under this section shall be without pay or fringe benefits. Refer to section 10 of this article for the continuation of group insurance.

Section 6 Pregnancy Related Disability Leave and Child Care Leave:

Subd.1 In conformance with the Minnesota Human Rights Act the Pregnancy Discrimination Act, disabilities caused or contributed to by pregnancy, childbirth or related medical conditions shall be treated the same as disabilities caused or contributed to by other medical conditions.

Subd.2 A pregnant employee who is unable to perform the duties and responsibilities of her position due to disabilities caused or contributed to by pregnancy, childbirth or related medical conditions, is eligible to use sick leave in accordance with Article VII, Section 1, Sick Leave.

Subd.3 Upon returning from a leave of absence, an employee shall be entitled to return to the same position he or she held prior to departure.

Section 7. Workers' Compensation:

The District shall provide Worker's Compensation Insurance as required by law with the following provisions:

Subd.1 Upon the request of the employee who is absent from work as a result of a compensable injury, the employer will pay the difference between the compensation received pursuant to the Worker's Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave.

Subd.2 A deduction shall be made from the employee's accumulated sick time according to the pro rata portions of days of sick leave which is used to supplement Worker's 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 additional compensation paid to the employee by virtue of sick leave result in the payment of total daily, weekly or monthly compensation that exceeds the normal compensation of the employee.

Section 8. Family and Medical Leave (FMLA): FMLA leave shall be granted pursuant to applicable law and run concurrent with other leaves as applicable.

Section 9. Insurance Application: An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay the monthly premium in advance, except as otherwise provided in law. In the event the employee is on paid sick leave from the School District, the School District will continue insurance contributions as provided in this Agreement until sick leave is exhausted. Thereafter, the employee must pay the entire premium for any insurance retained.

Section 10. Eligibility: All employees covered by this Contract shall be eligible for leave time in accordance with provisions of this Article.

**ARTICLE VIII
GROUP INSURANCE**

Section 1. **Insurance and Benefit Specifications:** The District shall ensure proper and appropriate benefits are in place pursuant to this Agreement and shall have final approval for the selection of insurance companies and programs offered. During the term of this Agreement, the insurance and benefits identified in this Article shall not be reduced unless mutually agreed upon by the Union, except changes required by law.

Section 2. **Eligibility:** Full benefits provided in this article are designed for employees who are employed an average of at least thirty (30) hours per week. Eligibility is subject to any limitations contained in the contract between the insurance carrier and the School District.

Section 3. **Health and Hospitalization Insurance – Single Coverage:** The School District shall contribute the amount indicated below toward the premium for individual coverage for each Category 1 and 2 employee who qualifies for and is enrolled in single coverage in the School District’s group health and hospitalization insurance plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

District Contributions to Single Coverage - Category 1 and Category 2

<u>Effective January 1, 2023</u>	<u>Effective January 1, 2025</u>
<u>\$630</u>	<u>\$655</u>

Section 4. **Health and Hospitalization Insurance – Family Coverage:** The School District shall contribute the amount indicated below toward the premium for family coverage for each Category 1 and 2 employee who qualifies for and is enrolled in family coverage in the School District’s group health and hospitalization insurance plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

District Contributions to Family Coverage - Category 1 and Category 2

<u>Effective January 1, 2023</u>	<u>Effective January 1, 2025</u>
<u>Category 1: \$1,070</u> <u>Category 2: \$1,260</u>	<u>\$1,360</u>

Section 5. **Claims Against the School District:** The School District’s only obligation is to purchase an insurance policy and pay such amounts as agreed to in this Agreement, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 6. **Coverage start and end dates:**

- 1) An employee is eligible for School District contribution as provided in this article as long as the employee is employed by the School District, on paid status, and enrolled in the School District’s group health and hospitalization insurance plan.

- 2) Unless otherwise specified and where applicable, employees who work the entire school year shall be covered by the insurance programs specified in this Article for the period of September 1 through August 31;
- 3) Employees hired or who are returning to duty after the start of the school year shall be covered by the insurance programs identified in this Article effective the first calendar month following the date of hire or date of return for the period through August 31;
- 4) Employees separating from employment during the school year shall be covered by the insurance programs identified in this Article through the end of the calendar month of their last duty day.

Section 7 Group Dental Insurance: During the term of this Agreement, the School District shall contribute a sum not to exceed \$87.12 per month toward the premium for eligible and enrolled employees in Category 2 positions in the group dental insurance plan adopted by the School District. Premiums are subject to annual increases. Premiums in excess of the District contribution are the responsibility of the employee and will be made through payroll deduction. Contributions listed for dental for Category 1 employees shall only be made if no medical group coverage contributions are made by the school district.

Section 8 Flexible Spending Account - During the term of this Agreement, the School District shall provide procedures for employees to be enrolled in a healthcare and/or daycare flexible spending account. The maximum annual healthcare account contribution and childcare maximum contributions are subject to IRS regulations. Pre-tax deductions will be taken through payroll deductions. These accounts are funded entirely with employee dollars.

Section 9 Long Term Disability Insurance: The district will pay the monthly premium for the long term disability coverage after 30 days of employment. This plan will provide monthly income up to 66 2/3% of pre-disability pay if you are disabled more than 90 days.

Section 10 Life Insurance 100% district paid with a maximum benefit of \$50,000. Optional life insurance, in addition to the district provided policy may be purchased at your own expense.

ARTICLE IX HOLIDAYS

Section 1 Category 2: Twelve12 month employees:

The following 12 holidays shall be considered paid holidays:

Labor Day	Thanksgiving Day
Friday after Thanksgiving	Christmas Eve Day
Christmas Day	New Year's Day
Martin Luther King Jr. Day	President's Day
Memorial Day	Juneteenth
Independence Day	
One Floating Holiday	

Floating holiday shall be taken on a non student contact day at a time designated by the district calendar.

Section 2 Category 2: Ten and eleven 10-11 month employees:

The following 10 holidays shall be considered paid holidays:

- | | |
|----------------------------|-------------------|
| Labor Day | Thanksgiving Day |
| Friday after Thanksgiving | Christmas Eve Day |
| Christmas Day | New Year's Day |
| Martin Luther King Jr. Day | President's Day |
| Memorial Day | |
| One Floating Holiday | |

Juneteenth (in the event that the employee's duty days include the week of Juneteenth, Juneteenth will be added as an additional holiday).

Floating holiday shall be taken on a non student contact day at a time designated by the district calendar.

Section 3 School Year employees (Category 1) :

The following nine (9)days shall be considered paid holidays for Category 1 school year employees:

- | | |
|----------------------------|-----------------|
| Thanksgiving Day | Memorial Day |
| Friday after Thanksgiving | Christmas Eve |
| Christmas Day | New Year's Day |
| Martin Luther King Jr. Day | President's Day |
| Labor Day | |

Subd. 1 **Weekends:** If any of the above holidays fall on a Saturday, the preceding Friday shall be observed as the holiday and if any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday, provided, that if either the preceding Friday or following Monday is a school day, another day shall be observed in lieu thereof as determined by the Superintendent.

Subd. 2 **Application:** To be eligible for a paid holiday, employees must have worked, or been on an approved paid absence provided by Article VII, the employee's last scheduled normal work day before the holiday and the employee's first scheduled work day following the holiday.

Subd. 3 **School in Session:** The School District reserves the right, if school is in session, to cancel any of the holidays noted in Section 1-3 above and establish another holiday in lieu thereof. If any of the above established holidays fall during a full-time employee's vacation period, the day shall not be deducted from earned vacation.

Subd. 4 **Eligibility:** Part-time employees employed less than an average of twenty (20) hours per week or less than the regular school year and substitute or temporary employees shall not be eligible for any benefits pursuant to this article.

**ARTICLE X
VACATIONS (Category 2 Employees Only)**

Section 1 Accrual:

10 month Employees (220+ days)		12 month employees (260 Days)	
0-1 year	Accrue 1/2 normal work day per month (max 5 days)	0-1 year	Accrue 1 day per month (max 10 days)
2-5	8	2-5	10
6-8	12	6-8	15
9-14	16	9-14	20
15+ years	20	15+ years	25

Section 2 Use: Vacation shall be earned during the fiscal year period (July 1 -June 30) to be taken during the same fiscal year period (July 1 -June 30). New eligible Category 2 employees may use accrued vacation upon completion of the first 90 days of the probationary period. Category 2 employees hired after July 1 of each year shall accrue on a pro-rata basis. Employees may carry over no more than five (5) days of vacation per fiscal year.

Section 3 Scheduling: Employees will make every effort to schedule vacation during non-student contact days. Request for vacation must be approved by the employee’s supervisor. Conflicting requests for vacations shall be resolved on the basis of seniority preference and timing of request. Employees will be notified in writing within ten (10) working days from the date of the request, the status of the vacation request (approval or denial).

Section 4 Resignation: Category 2 employees who separate from employment prior to June 30 shall earn a pro-rated vacation based on the number of full months of employment prior to separation provided such employee provides the School District with at least two (2) weeks’ advance, written notice of the resignation time. Calculated vacation balance will be paid out on the employee’s last payroll date.

Section 5 Probationary Period: Category 2 employees who are serving a probationary period as established by Article XI shall earn vacation during the probationary period but shall be ineligible to schedule vacation until the first 90 days of the probationary period is successfully completed. Employees separated during the probationary period shall waive all earned vacation.

Section 6 Eligibility: To be eligible for paid vacation as provided by this Article an employee must be scheduled a minimum of ten months per year. Summer assignments that are separate from the school year will not earn or use vacation time.

**ARTICLE XI
PROBATIONARY PERIOD and JOB POSTINGS**

Section 1 Probationary Period: An employee shall serve a probationary period of nine (9) months of continuous service in the School District, during which time the School District shall have the unqualified right to suspend without pay, discharge, or otherwise discipline such employee. During this probationary period, the employee shall have no recourse to the grievance procedure insofar as suspension, discharge, or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance regarding any other provisions of the Agreement alleged to have

been violated. Time worked during summer school will be counted toward the probationary period provided the employee is working summer school.

Section 2 Change of Classification Probationary Period: In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of four (4) calendar months in any such new classification. During this four (4) month probationary period, if the School District determines that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to the former classification.

Section 3 Probationary Period Extension: The probationary period can be extended by the district with notification to the employee and the union specifying the length of the extension, not to exceed an additional five (5) months.

Section 4 Seniority Date: Employees shall acquire seniority upon completion of the probationary period, and, upon acquiring seniority, the seniority date shall relate back to the first date of continuous service in a position governed by this Agreement. If more than one employee commences work on the same date, the seniority ranking for such employees shall be solely determined by the School District.

Section 5 Job Posting: All open jobs will be posted on the district website for at least ten (10) working days. The Union may offer suggestions relative to the qualifications of applicants. Positions shall be awarded to the most qualified applicant. Interested employees within the classification need to submit an online application. If more than one employee within the classification applies for the vacancy, the candidate would be selected based on seniority, performance, experience and skills needed for the specific vacancy. If only one employee within the classification is interested in the vacancy and applies online during the posting period, this employee will be assigned to the vacancy with approval by Human Resources.

ARTICLE XII DISCIPLINE AND DISCHARGE

Section 1. Discipline: The School District has the right to discipline employees for cause. Generally discipline shall be applied progressively and shall be consistent with the accepted principles of progressive discipline in the following form:

- a. Verbal Warning
- b. Written Warning
- c. Suspension with or without pay
- d. Discharge

If the conduct is of such a degree of severity to warrant it, disciplinary action may start at any of the above steps. A conference between the employee and his/her supervisor shall be held prior to the imposition of written reprimand, suspension without pay, or discharge. Except for verbal warnings, discipline may be appealed using the grievance process.

Section 2. Immediate Discharge: The district may immediately discharge an employee for cause.

ARTICLE XIII
SEPARATION FROM EMPLOYMENT and REDUCTION OF WORKFORCE

Section 1. Separation: Employees shall be considered separated from employment based on the following reasons:

Subd. 1 Resignation: Employees resigning from employment shall give written notice fourteen (14) calendar days prior to the effective day of resignation.

Subd. 2 Failure to Report for Work: Employees who fail to report for work without notice to their primary supervisor for two (2) consecutive normal work days may be considered by the School Board to have resigned, except in extenuating circumstances.

Subd.3 Discharge: As provided by Article XIII.

Subd.4 Termination during the Probationary Period: As provided by Article XII.

Section 2. **Re-employment:** An employee reemployed following a break in service of more than twelve (12) months from employment shall be considered a new employee.

Section 3. **Reduction of the Work Force:** In the event the School Board determines it is necessary to reduce the work force by a reduction in hours or positions, the School Board and the Union and District shall negotiate the procedure based on job-relevant qualifications, ability to perform the work required, and seniority. A reduction of force will occur based on seniority when job relevant qualifications are equal. Employees will have the following options:

- a. An employee may choose a demotion instead of a layoff if a lower level classification vacancy exists.
- b. An employee may choose demotion instead of a layoff if a vacancy exists in a formerly held classification.
- c. An employee may bump the least senior employee in the same classification.
- d. An employee may choose to take the layoff.
- e. An employee who takes a demotion as a result of a reduction in force measure shall be placed at the pay grade on the salary schedule which is closest to the employee's previous (pre-demotion) pay grade, provided the new position is within the same category (i.e., "Category 1" or "Category 2") as the previous position.

Subd. 1 Seniority shall be defined as an employee's length of continuous employment with the School Board in a job covered by this Contract.

Subd. 2 Employees laid off under the provisions of this Section shall hold recall rights for a period of one (1) year. Employees recalled to employment shall be given a fourteen (14) calendar day written notice of recall. Employees will receive notice of recall by certified mail. Employees who do not return to employment within the fourteen (14) calendar day period shall waive any right to re-employment. Employees recalled from lay-off shall be paid at the step of the Salary Schedule the employee was on at the time of lay-off.

Subd. 3. Any accrued vacation pay for Category 2 employees will be included in the last paycheck prior to layoff. Accrued sick leave will be restored on recall.

**ARTICLE XIV
TAX SHELTERED ANNUITY**

Section 1. **Tax Sheltered Annuity or 403(b) Plan:** The purpose of the trust (hereafter called the plan) is to encourage employees to develop a financial plan for their future by providing money, which would have otherwise have been made available at retirement, for investment during the course of employment with the District. The plan will require participation by the employee coupled with a matching contribution from the District. Such plan shall be conducted under the rules of I.R.C. 403 (b). The selection of tax sheltered annuity options is subject to the vendor's signature on a Universal Vendor Agreement with the District's third-party administrator for annuity services and the participation of at least five (5) employees with that vendor.

Amount of Match (Employees working 25 hours per week or more)

Years of Continuous Employment	District Matching Contribution
0 – 1 years	\$ 0
2 – 4-years	\$1000 Match
5– 10 years	\$1250 Match
11 – 15 years	\$1750 Match
16 + years	\$2250 Match

- a. The District contribution will begin when the employee initiates an eligible investment program.
- b. An employee may elect to contribute to the matching fund plan more than the District match. The plan only defines the limits of the District's participation in the selected program.
- c. Deductions or options of tax sheltered annuity matching plans, as provided by this section, shall be implemented within two pay periods following written notification.

**ARTICLE XV
HEALTH STANDARDS**

Section 1 **Pre-Employment Screening:** Prior to employment, the School District shall have the right to require an employee to provide medical evidence of a physical examination which attests to the employee's ability to perform job duties and responsibilities. If required the cost of the physical examination shall be paid for by the School District.

Section 2 **Communicable Diseases:** All employees, as a condition of employment, shall demonstrate freedom from communicable disease as may be required by Minnesota Law or appropriate.

Section 3 **Medical Evaluation:** The School District shall have the right to require employees to provide medical evidence of their physical or mental ability to perform their job duties and responsibilities from a licensed physician. Failure to provide such evidence shall be cause for termination. The School District shall pay the cost of the examination by a School District designated physician. Employees may choose to be examined by a physician of their own preference. Charges in excess of the costs of the School District's designated physician shall be paid by the employee.

**ARTICLE XVI
EDUCATION ASSISTANT CERTIFICATION**

Section 1 Education Assistant Certification:

Subd. 1. Requirements for All Education Assistants: All Education Assistant employees must establish proficiency in one of two ways:

1. Evidence of the equivalent credits, a two year Associates Degree or four year post-secondary degree, or
2. A passing score on the State approved assessments, the ParaPro or ParaEducator Test.

Subd. 2. Title III, English as a Second Language Education Assistant Certification:

All Education Assistant Title III ESL employees must establish proficiency in English in one of two ways:

1. Evidence of the equivalent credits, a two year Associates Degree or four year post-secondary degree, or
2. A passing score on the State approved assessments, the ParaPro or ParaEducator Test.

and

All Education Assistant Title III ESL employees must establish proficiency in any language they use for instruction in one of two ways:

1. Evidence of a two or four year post-secondary degree in the language taught, or
2. A passing score on a language proficiency examination designated by the School District.

Employees who need to obtain the highly qualified status through a passing score on a state approved assessment need to attempt the test within the initial 60 days of hire. The District will provide the space and pay for the first test. Employees are not paid for the testing time. If the employee does not obtain a passing score on the initial test, subsequent tests fees will be the responsibility of the employee.

**ARTICLE XVII
GRIEVANCE PROCEDURE**

Section 1 Definitions

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

Subd. 2 Extension: Time limits specified in this Agreement may be extended by mutual, written agreement.

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. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event, the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subd. 4 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 a holiday by State law.

Subd. 5 Filing and Timestamp: The filing or service of any notice or document herein shall be timely if it bears a date from an email, a letter with a time/ date stamp or a postmark of the United States mail within the time period.

Section 2: Resolution of Grievance: The School District and the employee shall attempt to resolve all grievances, which may arise during the course of employment in following manner:

Subd. 1 Level I: Level I: If the grievance is not resolved through informal discussions, the supervisor 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 ten (10) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the employee involved and the Union.

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 employee and the Union. At the option of the School Board, a committee or representative(s) of the School Board may be designated 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 3 School Board Review: The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided it notifies the employee and the Union 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 4 Denial of Grievance: Failure by the School Board 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 5 Arbitration Procedures: In the event that the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1 Request: 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 which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3 Selection of an Arbitrator: If the parties cannot mutually agree as to the arbitrator within ten (10) days from the date of notification that arbitration will be pursued, either party may request the Bureau of Mediation Services (BMS) to submit a list of arbitrators, providing that such request is made within twenty (20) days from the date of notification that arbitration will be pursued. Selection of the single arbitrator will be made in accordance with the BMS rules. Failure to request arbitration from the BMS within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4 Submission of Grievance Information:

a. Upon the selection of the arbitrator, 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 the facts.
- (3) Position of the grievant.
- (4) The written documents relating to Section 4 of the grievance procedure.

b. The School Board may make a similar submission of information relating to the grievance either before or at the time of the hearing.

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. The parties shall have the right to a hearing at which time both will have the opportunity to submit evidence, offer testimony, and make verbal or written arguments relating to the issues before the arbitrator.

Subd.6 Decision. The decision of the arbitrator shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented. The arbitrator's written decision shall be rendered within thirty (30) days after the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. Decisions by the arbitrator in cases properly submitted before the arbitrator shall be final and binding upon the School District, the Union and the employee(s) subject, however, to the limitations of arbitration decisions as 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 either party. The parties shall share equally the fees and expenses of the arbitrator and any other expense, which the parties mutually agree are necessary for the conduct of the arbitration. The requesting party shall pay the full cost of transcribing or recording of the proceedings and transcript copy. If both parties request a transcript or recording, the cost shall be equally shared. If the second party orders a transcript after the first party has paid for transcribing and recording, the second party shall also reimburse the first party for one-half (1/2) of those costs incurred, in

addition to paying for the transcript copy.

Subd.8 Jurisdiction: The arbitrator shall have jurisdiction over grievances properly submitted before the arbitrator pursuant to the terms of this article and shall have no authority to make a decision on any other issue not so submitted. 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 the arbitrator have the right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public school Districts to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law.

Section 9 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 his/her 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 XVIII DURATION AND PLEDGE

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing upon the date of its full ratification through June 30, 2026, and thereafter as provided by PELRA. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent to the other party no later than one hundred twenty (120) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration date of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and the exclusive representative. The provisions of this Agreement relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, and School District policies, rules, or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall prohibit the School District from exercising all management rights, functions, and prerogatives, except insofar as this exercise would be in express

violation of any term or terms of this Agreement.

Section 3. **Severability:** The provisions of this Agreement shall be severable, and if any such provision 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.

ARTICLE XIX COMPENSATION

Section 1. Rates of Pay:

Subd. 1. Rates of Pay: The salaries reflected in Schedule A shall be a part of the Agreement for the period commencing July 1, 2024 to June 30, 2026. All employees with the exception of 12 month employees will receive the step increase or new rate effective the first duty day of the new school year.

Subd. 2. Status of Salary Schedule: For 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 the current rate until a successor Agreement is fully ratified.

Subd. 3. Experience Pay: New employees with experience may be hired with applied experience upon approval from the HR Director.

Subd. 4. Base Rate Step Increases: All employees hired prior to February 1 shall advance one step on the base wage schedule as July 1 and thereafter each July 1 until the maximum step of the wage schedule is reached. Employees hired after February 1 shall advance one step on the base wage schedule as of the July 1 following twelve (12) months of continuous employment and thereafter each July 1 until the maximum step of the wage schedule is reached, providing an increment is not withheld pursuant to Article VI Section 7.

Section 2. Payments:

Employees may choose one of the following pay plans for the next school year by June 15.

Plan A: Employees will receive pay for the time worked in the previous pay period.

Plan B: One twenty-fourth (1/24) of the contract salary to be paid on a semi-monthly basis September-August.

<u>2024-2025</u>					
<u>Category 1</u>			<u>Category 2</u>		
<u>Aides</u>	<u>Classroom</u>	<u>Special Services</u>	<u>Specialist I</u>	<u>Specialist II</u>	<u>Specialist III</u>
<u>16.79</u>	<u>17.98</u>	<u>19.72</u>	<u>18.82</u>	<u>21.57</u>	<u>23.77</u>
<u>17.64</u>	<u>18.88</u>	<u>21.04</u>	<u>19.84</u>	<u>22.75</u>	<u>25.08</u>
<u>18.54</u>	<u>19.68</u>	<u>22.13</u>	<u>20.94</u>	<u>24.01</u>	<u>26.47</u>
<u>19.66</u>	<u>20.52</u>	<u>23.38</u>	<u>21.89</u>	<u>25.12</u>	<u>27.72</u>
<u>20.39</u>	<u>21.50</u>	<u>24.94</u>	<u>22.88</u>	<u>26.29</u>	<u>29.02</u>
<u>2025-2026</u>					
<u>Category 1</u>			<u>Category 2</u>		
<u>Aides</u>	<u>Classroom</u>	<u>Special Services</u>	<u>Specialist I</u>	<u>Specialist II</u>	<u>Specialist III</u>
<u>17.54</u>	<u>18.73</u>	<u>20.47</u>	<u>19.57</u>	<u>22.32</u>	<u>24.52</u>
<u>18.39</u>	<u>19.63</u>	<u>21.79</u>	<u>20.59</u>	<u>23.50</u>	<u>25.83</u>
<u>19.29</u>	<u>20.43</u>	<u>22.88</u>	<u>21.69</u>	<u>24.76</u>	<u>27.22</u>
<u>20.41</u>	<u>21.27</u>	<u>24.13</u>	<u>22.64</u>	<u>25.87</u>	<u>28.47</u>
<u>21.14</u>	<u>22.25</u>	<u>25.69</u>	<u>23.63</u>	<u>27.04</u>	<u>29.77</u>

Section 3. **Positions:**

Category 1:

Aides: Lunch, Recess,

Classroom: Instructional EA

Special Services: EL, Special Education, Health Assistant, Security Monitor

Category 2:

Specialist I: Attendance Clerical, Athletics Clerical, Child Nutrition Clerical, Front Office Clerical

Specialist II: Guidance Secretary, Principal’s Secretary, Alternative Programs Secretary, Community Education Secretary, Family Liaison/ Interpreter, Restorative Practices Specialist

Specialist III: Reporting and Compliance Specialist, MARSS Specialist, Student Data Specialist, Enrollment Coordinator, District Office Administrative Assistant

Inactive Job Titles

The following titles are not active at this time: Bus Aide, Child Nutrition Clerk, Media Specialist, Behavior Support Aide, Early Learning Specialist I, Community Resources Specialist I, ECA Secretary, Targeted Services Clerical, Receptionists, Due Process and Third Party Billing Clerk, Behavior Support Specialist.

Section 4 Pay increases

Step movement for all employees on each year. \$.75 added to wage schedule across the board effective July 1, 2024; an additional \$.75 added to wage schedule across the board effective July 1, 2025. Service Recognition Payment of \$600.00 will be paid as an off-schedule lump sum payment in June of 2025 and June of 2026 for all employees with six (6) or more years of service time, or who are ineligible for a step increase due to being on the top step of the salary schedule.

Section 5 Bilingual Stipend

The District shall provide a bilingual stipend of \$1.00 per hour for any position which the District designates as needing bilingual skills.

Section 6. Longevity

Longevity increases will be effective at the beginning of the below listed year of service through June 2016. Employees off schedule (red-lined above maximum step) will be held at current hourly rate of pay plus applicable longevity rates.

Effective July 1, 2016 no employees will be newly eligible to receive longevity and longevity increments will be frozen at current rate.

Years of Service	Amount
7	\$.75
10	\$1.00
15	\$1.25
20	\$1.50

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

FOR THE SCHOOL BOARD:

DocuSigned by:
Cheryl Sechorn
Chairperson

Independent School District #286

DocuSigned by:
Amber 12/18/2024 | 6:27 AM PST
Clerk

Independent School District #286

Dated 12/17/2024 | 1:24 PM PST

FOR THE UNION:

DocuSigned by:
Arson Oanson
Business Representative

SEIU 284

DocuSigned by:
Kim Cahoon 12/13/2024 | 12:19 PM PST
Steward

SEIU 284

DocuSigned by:
Cathy Wittles 12/16/2024 | 7:04 AM PST
Steward

SEIU 284

DocuSigned by:
Maureen K. Wotke 12/16/2024 | 7:20 AM PST
Steward

SEIU 284

Dated 12/13/2024 | 11:54 AM PST