Our mission is to provide a safe educational environment where students develop lifelong learning skills that nurture positive attitudes and self-worth.



# MASTER CONTRACT AGREEMENT

BETWEEN
INDEPENDENT SCHOOL DISTRICT #885
AND
SCHOOL SERVICE EMPLOYEES LOCAL NO. 284

Representing:
Office Clerical
Paraprofessionals
Food Service

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# 1. PURPOSE

This Agreement is entered into between the School District of Independent School District No. 885, St. Michael-Albertville, Minnesota, hereinafter referred to as the School District, and School Service Employees Local No. 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 PELRA, to provide the terms and conditions of employment for all members of the appropriate unit.

# 2. RECOGNITION OF EXCLUSIVE REPRESENTATIVE

# 2.1. RECOGNITION

In accordance with the PELRA, the School District recognizes School Service Employees Local No. 284, as the Exclusive Representative for all members of the appropriate unit.

Recognizing that the Exclusive Representative is required by the provisions of the State of Minnesota Labor Relations Act to be the sole bargaining representative of all the employees within the coverage of this Agreement, without regard to membership in the Exclusive Representative, the School District hereby agrees that it will not recognize or negotiate with any other person, association, group, committee or entity other than the Exclusive Representative with respect to such matters and will deal solely through the agency of and with the Exclusive Representative.

# 3. **DEFINITIONS**

# 3.1. TERMS AND CONDITIONS OF EMPLOYMENT

The terms and conditions of employment shall mean the hours of employment, the compensation therefore including fringe benefits, except retirement contributions or benefits other than School District payment of, or contributions to, premiums for group insurance coverage for retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the employees. "Terms and conditions of employment are subject to the provisions of PELRA."

#### 3.2. DESCRIPTION OF APPROPRIATE UNIT

"Appropriate unit" means all employees in office clerical, para-professional, and food service, excluding the following: confidential employees, supervisory employees, essential employees, and part-time employees whose service do not exceed fourteen (14) hours per week or 35% of the normal work week in the employee's appropriate unit.

Hours per work week is determined by the average number of hours worked over the most recently completed trimester period (i.e. Sep 1 - Nov 30; Dec 1 to Feb 28, Mar 1 to May 31; Jun 1 to Aug 31) or for new employees by what the School District reasonably expects the employee will work, on average, over the following 12 weeks. June 1 to August 31 is not applicable to school-year staff.

#### 3.3. OTHER TERMS

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

# 3.4. DEFINITION OF WORK

Work shall be based on applicable job descriptions.

# 3.5. DEFINITION OF DAY

For the purpose of this agreement, a day shall be defined as business days: Monday through Friday not including federal holidays or any other holiday in which the majority of employees would not normally be working.

# 4. SCHOOL DISTRICT RIGHTS

# 4.1. 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 employer, its overall budget, utilization of technology, the organizational structure and selection and direction of personnel.

#### 4.2. MANAGEMENT RESPONSIBILITY

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.

## 4.3. EFFECT OF LAWS, RULES, AND REGULATIONS

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

# 4.4. RESERVATION OF MANAGERIAL RIGHTS

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

# 5. EMPLOYEE RIGHTS

#### 5.1. RIGHT TO VIEW

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

#### 5.2. RIGHT TO JOIN

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

#### 5.3. REQUEST FOR DUES CHECK-OFF

Employees have the right to request and be allowed payroll deduction for the exclusive representative, and the political fund associated with the exclusive representative and registered pursuant to section 10A.12.

The School District must rely on a certification from the exclusive representative requesting remittance of a deduction that the organization has and will maintain an authorization, signed by the public employee as defined in state statute. The exclusive representative is not required to provide the School District a copy of the authorization unless a dispute arises about the existence of the terms of authorization. The exclusive representative must indemnify the School District for any successful claims made by the Employee for unauthorized deductions in reliance on the certification.

Any dues deduction will remain in effect until the School District receives notice from the exclusive representative that the Employee has changed or canceled their authorization in writing in accordance with the terms of the original authorizing document, and the School District is required to 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 School District, 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 from the exclusive representative.

Deduction authorizations are independent from the Employee's membership status with the exclusive representative and remain in effect whether or not this Agreement has expired or authorizes the deduction.

The School District must commence deduction 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.

This language is intended to reflect the statutory requirements set out in Minnesota Statutes section 179A.06, Subdivision 6.

#### 5.4. NEW EMPLOYEE INFORMATION

Employees in the bargaining unit are being placed on notice that the District has determined that the disclosure of this information is necessary to implement Minnesota chapters 179 and 179A and, therefore, the unit list is being provided to the Union pursuant to Minn. Stat. Section 13.43, Subd. 6.

Within twenty calendar days from the date of hire of an employee, the District will provide the following contact information to the Union: name, job title, worksite location (including location within a facility when appropriate), home address, work telephone number, home and personal cell phone numbers on file with the District, date of hire, work email address, personal email address on file with the District, wage, number of hours normally scheduled in a day, number of duty days contracted for, and whether the position is a nine (9) month or twelve (12) month assignment. The District will provide this information to the Union in a format acceptable to the Union.

Every 120 calendar days the District shall provide to the Union in an Excel file or similar format agreed to by the Union the following information for all bargaining unit employees: name; job title; worksite location, including location within a facility when appropriate; home address; work telephone number; home and personal cell phone numbers on file with the District; date of hire; and work email address and personal email address on file with the District.

The District must notify an exclusive representative within 20 calendar days of the separation of employment or transfer out of the bargaining unit of a bargaining unit employee.

# 5.5. UNION ORIENTATION

The School District will provide the Union steward with the name and work location of each new employee when that employee begins work with the school district. The School District will also provide the union steward's name and work location to each new employee.

The District will allow a union designated representative to meet in person with newly hired employees for sixty (60) minutes within thirty calendar days from the date of hire, during new employee orientations or (if the District does not conduct new employee orientations) at individual or group meetings. All employees participating in these meetings will be in pay status. The District will provide at least ten days' notice in advance of an orientation. Meetings may be held virtually or for longer than sixty (60) minutes only by mutual agreement of the District and the Union.

# 5.6. UNION ACCESS

The District will allow the Union to communicate with bargaining unit members using their employer-issued email addresses regarding collective bargaining, the administration of the collective bargaining agreement, the investigation of grievances, other workplace-related complaints and issues, and internal matters involving the governance or business of the Union, consistent with the District's generally applicable technology use policies.

The District will allow the Union to meet with bargaining unit members in District facilities regarding collective bargaining, the administration of the collective bargaining agreement, grievances and other workplace-related complaints and issues, and internal matters involving the governance or business of the Union, provided such use does not interfere with the District's business operations.

# 6. RATES OF PAY

## 6.1. RATES OF PAY

#### 6.1.1. Rates

The wages and salaries reflected in Appendix A shall be a part of the Agreement.

# 6.1.2. Salary Freeze

The School Board reserves the right to withhold a salary increase when an individual does not or cannot perform his or her job satisfactorily. In such an event, the district would provide the staff member with written notice and a minimum period of thirty days to correct deficiencies.

## 6.1.3. Classifications

Employees who are assigned to more than one classification shall be paid based upon the number of hours worked in each classification at the rate for said classification set forth in the Basic Wage Matrix in Appendix A.

# 6.1.4. Probation Upon Change Of Classification

Employees promoted or transferred to a different classification shall serve a ninety (90) day probationary period in the classification. During this probationary period, the District may revert the employee to the previous position; likewise the employee may elect to return to such previous position. In the event that the previous position is not open, the employee shall be placed in a position as similar in class and shift as may be available. In no case will an employee returning/reverting to a former position be denied continuing employment. This may require the layoff of a less senior employee.

# 6.1.5. Step Placement

An employee who is promoted or changes jobs with a higher wage schedule, that employee will receive the entry level wage of the new position. If the employee's present wage rate is equal to or greater than the entry level of the new position, the employee will be placed on the next step of the appropriate wage schedule that results in an increase. If the employee is assigned to a job or changes jobs to a position requiring less responsibilities, the employee will receive the wage of the new position based upon the placement of an employee with similar years of service to the district in the assigned position. Job changes will not take place on July 1. The wage increase will be effective from the date of the job change/promotion until the end of the contract year. On that date the employee will move to the next wage step in that classification.

A new employee may be placed on such a step of the salary schedule as agreed between the District and the employee based on the employee's prior work experience up to a maximum of step 2.

# 6.1.6. Temporary Pay Classification Increase

An employee who is appointed to temporarily replace an employee in a higher pay classification, after four (4) consecutive days in the higher classification, will receive the higher rate of pay retroactive to the first (1st) day in the higher classification. The employee shall receive the entry level pay of the new position, unless the employee's present wage rate is greater than the entry level of the new position. If the employee's present wage rate is greater than the entry level of the new position, the employee shall receive the wage of the first step that is higher than the employee's present wage rate.

# 7. INSURANCE

#### 7.1. HEALTH AND HOSPITALIZATION INSURANCE

# 7.1.1. Definition

School District health insurance benefits and district-defined benefit contributions towards insurance premiums shall be provided for employees whose assignments require that they work fourteen (14) hours or more per week in one or more positions. The full district contribution shall apply to employees who work at least 35 hours per week and at least 170 days per year. Part-time employees will be credited on a prorated basis in accordance with the chart below. The employee shall pay any premium cost above the district's contribution by payroll deduction for a school district policy of the employee's choice. Any permanent personnel changes that occur after December 31st will not change insurance eligibility until the start of the following plan year on July 1st.

- Less than 14 hours per week not eligible for district contributions;
- 14 or more hours per week- 35% of the district contribution;
- 20 or more hours per week- 50% of the district contribution;
- 25 or more hours per week- 62.5% of the district contribution;
- 30 or more hours per week- 75% of the district contribution; and
- 35 or more hours per week- 100% of the district contribution<sup>2</sup>.

# 7.1.2. Single Insurance

The School District shall contribute up to \$603 per month in premiums for any full-time employee who qualifies for and is enrolled in the School District's medical insurance plan for the Plan Year covering the period of October 1, 2024, to June 30, 2025.

The School District shall contribute up to \$621 per month in premiums for any full-time employee who qualifies for and is enrolled in the School District's medical insurance plans for the Plan Year covering the period of July 1, 2025, to June 30, 2026.

Any additional cost of the monthly premium shall be borne by the employee and shall be paid by payroll deduction. A portion of the monthly contribution may be put into a health savings type of account for employees enrolled in the School District's VEBA/HSA insurance plans.

# 7.1.3. Dependent Coverage

The School District shall contribute up to \$1,420.00 per month in premiums for any full-time employee who qualifies for and is enrolled in the School District's medical insurance plans for the Plan Year covering the period of October 1, 2024, to June 30, 2025.

The School District shall contribute up to \$1,463 per month in premiums for any full-time<sup>3</sup> employee who qualifies for and is enrolled in the School District's medical insurance plans for the Plan Year covering the period of July 1, 2025, to June 30, 2026.

<sup>&</sup>lt;sup>1</sup> Support staff employees between two thresholds on October 1, 2023, will be grandfathered in at the next highest level/percentage as of October 1, 2023, on a one-time transitional basis only. Any change in permanent schedule after October 1, 2023, may result in a change in district contribution in accordance with normal contract practices, but where grandfathered staff remain between two new thresholds after the permanent schedule change, the district will honor the next highest level/percentage for staff hired on or before the date of ratification.

<sup>&</sup>lt;sup>2</sup> These rates and rules also apply to the district contributions to dental insurance identified in 7.5.

<sup>&</sup>lt;sup>3</sup> Full-time is defined as working 35 or more hours per week and at least 170 days per school year.

Any additional cost of the monthly premium shall be borne by the employee and shall be paid by payroll deduction. A portion of the monthly contribution may be put into a health savings type of account for employees enrolled in the School District's VEBA/HSA insurance plans.

#### 7.2. LIABILITY PROTECTION

The School District will defend and indemnify any employee to the extent required by Minnesota Statutes, Section 466.07.

## 7.3. INCOME PROTECTION

The School District shall contribute the full premium for an income protection policy for all employees whose permanent assignment requires that they work twenty (20) hours or more per week and one hundred seventy (170) days or more per year.

# 7.4. LIFE INSURANCE

The School District shall contribute the full premium for a \$50,000 life insurance policy for employees who work at least 35 hours per week and at least 170 days per year. Any employee for whom the district provides a life insurance policy may opt to purchase an additional \$25,000 policy at the employee's expense. The District may modify this benefit upward (for the benefit of the employee) at its own discretion and with notice. Other employees may carry life insurance at their own expense.

#### 7.5. DENTAL INSURANCE

The School District shall contribute up to \$340.00 per year for single or family coverage for employees who qualify for and enroll in the District's insurance program for the Plan Year covering the period of October 1, 2024, to June 30, 2025.

The School District shall contribute up to \$350 per year for single or family coverage for employees who qualify for and enroll in the District's insurance program for the Plan Year covering the period of July 1, 2025, to June 30, 2026.

Any additional cost of the monthly premium shall be borne by the employee and shall be paid by payroll deduction. Qualifying contribution provisions in section 7.1.1 apply here.

# 8. LEAVES OF ABSENCE

#### 8.1. SICK AND SAFE TIME

#### 8.1.1. Rate

All employees shall earn sick and safe time at the rate of 1.25 days\* for each month of service in the employ of the school district on a prorated basis.

#### 8.1.2. Accumulation

Unused sick and safe time may accumulate to a maximum of one hundred fifteen (115) days\* of sick and safe time per employee.

# 8.1.3. Usage

Employees shall utilize their allowance of sick and safe time when an absence is due to:

- Physical illness or disability;
- For medical, dental or chiropractic treatment or preventative care;
- Domestic abuse, sexual assault or stalking of a family member;
- Closure of the school district due to weather or public emergency; or
- Other reasons as permitted by law.

Cumulative sick and safe time may be utilized for absences due to the same reasons cited above for the following family members of the Employee (subject to an annual maximum of 30 days):

- Child, including foster child, adult child, legal ward, child for whom the Employee is a legal guardian or child to whom the Employee stands in loco parentis;
- Spouse, or registered domestic partner;
- Sibling, stepsibling, or foster sibling;
- Biological, adoptive or foster parent, stepparent or a person who stood in loco parentis when the Employee was a minor child;
- Grandchild, foster grandchild or step-grandchild;
- Grandparent or step-grandparent;
- Child of the sibling;
- Sibling of the parents of the Employee;
- Child-in-law or sibling-in-law;
- Any family members identified above of the Employee's spouse or registered domestic partner;
- Any other individual related by blood or whose close association with the Employee is the equivalent of a family relationship; and
- Up to one individual annually designated by the Employee.

Employees may use all of their accumulated sick and safe time for an ill child under eighteen (18) years of age or a child under the age of twenty (20) who is still attending secondary school.

Additional sick leave may be granted by the superintendent or the director of administrative services, whose decision is not subject to the grievance procedure.

The District may require documentation, including the written statement of a qualified and licensed medical provider, to qualify an employee's eligibility for the use of sick leave under this section or as otherwise permitted by law.

The parties agree that the terms and provisions outlined in this section are intended to mirror or reflect the requisites outlined in M.S. § 181.9413, as amended in 2023. In the event that the substantive terms and conditions stated in statute involving the use of sick leave are amended, or the statute is rescinded, the parties would negotiate the language in this section following the expiration of the contract.

# 8.1.4. No Payout Upon Separation

Approved sick and safe time shall be deducted from any accumulated sick leave days earned by the employee. Any accrued safe and sick time upon separation of employment with the school district is not payable to the employee.

#### 8.1.5. Work Attendance Incentive

Effective for the 2024-25 work and school year for permanent non-probationary employees who work a minimum of 15 hours per week as of June 30th.

School year only staff:

- Must have worked the entirety of 153 scheduled student-contact work days\* during the student school year, are eligible for 10 hours of pay at the employee's hourly rate of pay as of June 30th, or 1 work day\* of paid time off for use in the following school year; or
- Must have worked the entirety of 163 scheduled student-contact work days\* during the student school year, are eligible for 20 hours of pay at the employee's hourly rate of pay as of June 30th, or 2 work days of paid time off for use in the following school year.

Twelve (12) month staff:

- Must have worked the entirety of 234 work days\* in a work year, excluding the use of accrued vacation, are eligible for 16 hours of pay at the employee's hourly rate of pay as of June 30th; or
- Must have worked the entirety of 247 work days\* in a work year, excluding the use of accrued vacation, are eligible for 30 hours of pay at the employee's hourly rate of pay as of June 30th.

#### To be eligible:

- Staff may only qualify for one payout provision.
- Staff must have been non-probationary for the entirety of the school or work year.
- Temporary or seasonal employment is not applicable.
- Staff must be employed on September 15th of the following school year except for staff who retire with ten or more years of service;
- Staff must apply or indicate eligibility via the district's electronic system of record between June 1 and June 30th.
- Payments will be made on the October 15th payroll.

Staff eligible for the 2025-26 work or school year will be paid out the following October 15th in accordance with the provisions of this section. Otherwise, this benefit sunsets in its entirety on June 30, 2026.

## 8.1.6. Cash Out of Leave

In addition, permanent employees who have accrued more than 80 hours of sick and safe time as of May 31st, and who have worked more than 90% of their scheduled work year (153 days for school-year staff and 234 days for 12 month staff), are eligible to cash out up to two days of sick and safe time at the employee's current hourly rate of pay as of June 30th and up to two days of paid-time off.

This benefit is subject to the following terms:

- 1. Employees must maintain a minimum sick and safe time balance of 80 or more hours at all times. Probationary staff as of June 30 are not eligible.
- 2. Employees must complete a written or electronic form designated by the district and submit the form to Employee Services between June 1 and June 30.
- 3. After this application period, the employee will forfeit any benefit under this section for the preceding work/school year.
- 4. In the event the employee is terminated, released or voluntarily leaves his or her employment prior to September 15, the employee forfeits his or her eligibility for any benefit under this section for the preceding work year; and
- 5. In the event the employee retires after ten or more years of service in the unit at any time, the district will pro-rate this benefit provided the employee leaves in good standing and all of the other terms in this section are met.
- 6. The maximum payout is 4 days or 32 hours, whichever is less, and a corresponding deduction in safe and sick time or paid-time off will be made prior to the start of the following school year; and
- 7. Payments will be made on the October 15th payroll.

Staff eligible for the 2025-26 work or school year will be paid out the following October 15th in accordance with the provisions of this section. Otherwise, this benefit sunsets in its entirety on June 30, 2026.

#### 8.2. BEREAVEMENT LEAVE

The following rules shall be applicable in requesting and granting leave days\*:

- a. Up to three (3) days\*, non-accumulative, for immediate family.
- b. Immediate family includes: spouse; or parent, child, brother, sister, grandparent, or grandchild of spouse or self.
- c. Additional leave will be allowed with the permission of the superintendent. If granted, this time will be deducted from sick leave.
- d. Each employee will be allowed to attend the funeral of a relative or a friend not included in the immediate family subject to the approval of the superintendent. This time will be deducted from sick leave.

#### 8.3. PAID TIME OFF LESS THAN 12 MONTH EMPLOYEES

# 8.3.1. Less Than 12 Month Employees

An employee shall be granted leave of two (2) days\* per year not to be deducted from sick pay. For employees working over 20 hours a week, paid time off must be taken in half-day\* or whole day\* increments. However, in cases where paid time off is requested after regularly scheduled school hours, quarter-day\* increments may be used. Paid time off resulting in fractional increments will be rolled over the following school year until the fractional amount equals one day\*. All paid time off must be taken in a minimum of fifteen (15) minute increments.

Notice for paid time off days\* must be submitted on the District's system of record at least three (3) days in advance, except in case of emergencies. In the case of a request that is four (4) days or longer, the request must be submitted at least thirty (30) days in advance, except in cases of emergencies. A paid day\* off shall not be granted for the first ten (10) days or the last five (5) days of the school year, except for an emergency. Up to two (2) support staff members in a group (paraprofessional, administrative assistant, and food service) in a building may be absent for paid time off on any given day, except buildings with seven (7) or fewer support staff members in a group where the limit will be one (1) or except in the case of emergency.

## 8.3.2. Accumulation

An employee may accumulate up to six (6) paid time off days\*. Employees may carry over a maximum of four (4) paid time off days\* from one year to the next.

# 8.3.3. Payout Upon Separation

Upon separation, the district will pay out paid time off up to a maximum of six (6) days. Employees cannot access paid time off in the final three weeks of employment. Pay out of PTO will be prorated based on actual time worked over the course of the school year.<sup>4</sup>

# 8.4. CHILDCARE LEAVE

An employee shall be granted childcare leave pursuant to applicable law.

## 8.5. WORKERS COMPENSATION INJURY LEAVE

- **8.5.1.** For an employee who is absent from work as a result of a compensable injury 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 to the extent of the employee's accumulated sick leave and/or vacation pay.
- **8.5.2.** A deduction shall be made from the employee's accumulated sick leave and/or vacation time according to the proportion of the days of sick leave or vacation time which is used to supplement workers' compensation.
- **8.5.3.** Such payment shall be paid by the school district to the employee only during the period of disability.
- **8.5.4.** In no event shall the additional compensation paid to the employee by virtue of sick leave, holiday or vacation pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.
- **8.5.5.** In applying the provisions of this section, the School District shall
  - a. Initially apply 25% of the employee's scheduled work day in sick time followed by vacation.
  - b. Upon the employee returning to work, the district will reconcile the difference in pay in favor of the employee and pay out this sum within three (3) payroll cycles.

<sup>&</sup>lt;sup>4</sup> Paid time off is front end loaded at the start of the year for each board approved assignment and/or position. If a support staff member separates prior to the end of the school year the district will identify the number of days worked during the school year in the board approved position of the total number of days expected to work during the school year and pay out the prorated PTO accordingly.

- c. In the event that reconciliation of workers compensation payments and the application of accrued sick time or vacation exceeds the normal compensation of the employee, the employee will pay back the sum owed over three payroll cycles or upon other agreement by the employee and the district.
- d. The parties acknowledge that the payment of workers' compensation and the district's corresponding payment based on the application of sick or vacation time may not run concurrently with the district's payroll cycle, and that compensation payments run on a separate payment cycle outside of the school district.
- **8.5.6.** An employee who is absent from work as a result of an injury compensable under workers' compensation act who elects to receive sick leave or vacation pay pursuant to this policy shall show his/her workers' compensation check to the school district prior to receiving payment from the school district for his/her absence.

# 8.6. JURY DUTY LEAVE

Pay will not be deducted for employees if required to serve on jury duty. Per diem pay for serving on jury duty shall be remitted to the district.

# 8.7. VACATIONS<sup>5</sup>

# 8.7.1. Twelve (12) Month Employees

All twelve (12) month permanent employees, not otherwise employed in a position that is classified as temporary or seasonal employment (i.e. summer or substitutes), shall earn vacation leave at the rate of 1 day\* for each month of service in the employ of the school district on a prorated basis through the first complete year of employment.

Each employee who is employed for more than twelve (12) months will be granted vacation time on the following basis:

# YEARS OF CONSECUTIVE EMPLOYMENT IN DISTRICT 885 SCHOOLS:

One Year	13 Days*	Thirteen Years	21 Days*
Two Years	14 Days*	Fifteen Years	22 Days*
Three Years	15 Days*	Eighteen Years	25 Days*
Five Years	17 Days*	Twenty Years	27 Days*
Ten Years	20 Days*	•	_

Any employee who takes a 12-month position, having been previously employed by the school district in a less than 12-month position, will be credited for years of service for vacation purposes by determining the total number of months the employee has worked and dividing by 12.

# 8.7.2. Payout Upon Separation

Vacation shall accumulate year to year and be paid out upon separation subject to a maximum payout of one year of accrued leave. Employees hired prior to 07-01-2024 will have the entire amount of accrued vacation paid out upon separation.

<sup>&</sup>lt;sup>5</sup> The parties agree that the elimination of personal time and conversion to only vacation time for 12 month employees is effective as of July 1, 2025. 12 month employees will have personal time for the 2024-25 work year in accordance with the terms and conditions set out in the previous agreement.

# 8.7.3. Scheduling

Employees shall be given every reasonable and practical choice of vacation periods possible. Those with greater seniority shall be given preference. Vacations are to be scheduled subject to the district's operational needs as determined by school district administration and the scheduling will take into account the amount of notice the employee has given in making the vacation request. Employees generally must submit vacation requests with a minimum of two (2) weeks' notice. Requests by Kids Play staff for vacations during the summer generally must be submitted by May 15 each year to allow for scheduling. Vacations generally will not be granted during the first week of summer, final week of the summer and first week of the school year.

# 8.7.4. Duration

Vacations shall ordinarily be scheduled on a calendar week basis starting with Sunday. Vacations shall ordinarily not be scheduled for a period of less than one-half (1/2) day.\* All vacation of less than a whole day\* must be taken in minimum increments of fifteen (15) minutes.

# 8.7.5. Vacation During Holidays

When a holiday listed in this agreement falls within an employee's paid vacation period the holiday will not be counted as a vacation day and will not be deducted from the employee's vacation accumulation.

#### 8.8. HOLIDAYS

There shall be paid holidays for all employees covered under this Agreement on a prorated basis.

#### 8.8.1. Dates

The following days will be observed as holidays:

Independence Day	Labor Day	Thanksgiving Day	Day after Thanksgiving
Christmas Eve Day	Christmas Day	New Years Eve Day	New Years Day
Good Friday	Memorial Day	Juneteenth	

# 8.8.2. Eligibility

The Independence Day and Juneteenth holidays are observed as paid holidays for 12 month employees only.

### 8.8.3. Holiday Pay

Overtime pay shall be paid for employees who are called upon to work on a holiday for the number of hours worked plus holiday pay, excluding building checks.

#### 8.8.4. Application of Leave

When an employee is absent for scheduled work, unless otherwise stated in this Agreement, the district will apply leave in the following order and as follows:

- 1) Earned sick and safe time (if applicable and eligible):
- 2) Paid-time off (school-year staff only); and
- 3) Vacation (12 month staff).

Unpaid leave cannot be accessed unless approved and only after the application of all available accrued paid leave.

# 9. HOURS OF SERVICE

#### 9.1. WORK WEEK

The basic work day for full-time employees shall be eight and one-half (8 1/2) hours per day, including a thirty (30)-minute unpaid lunch period. The basic work week shall be five (5) consecutive days per week, unless mutually agreed to by the employee and the school district.

A four (4) ten-hour work day week may be scheduled during the summer at school buildings where sufficient staff is available to cover building activities and the needs of the staff and building schedule can be met

- **9.1.1.** The Administrative Assistant in the main offices of each school, high school guidance, curriculum and other departments as the need arises shall be considered twelve (12) month employees of the district.
- **9.1.2.** For the purposes of the summer workload, in order to meet the needs of the district's increased summer workload, enrollments, community requests and the needs of the departments, Administrative Assistants will work an average of thirty (30) hours per week during the summer.

# **9.1.3.** Print Shop Operator:

The parties agree that the print shop operator is not a 12-month position and the work year for a full-time employee in this role is 186 days plus up to thirty (30) additional days either before or after the school year. Requests for time off for this position will be approved when reasonable and are subject to mutual agreement between the employee and the District. The parties acknowledge the employee will not request time off five (5) work days immediately before and ten (10) work days after Labor Day.

# 9.2. MEAL PERIODS

Each eight (8)-hour employee shall normally receive a thirty (30)-minute duty-free unpaid meal period near the midpoint of each work shift. Each employee who works at least six (6) hours per day but less than eight (8) hours per day shall normally receive a thirty (30)-minute duty-free unpaid meal period near the midpoint of each work shift, except that if taking the meal period would result in less actual daily pay for the employee, the employee may choose whether to take a thirty (30)-minute duty-free unpaid lunch period, provided adequate coverage can be found for the employee's position while the employee is at lunch. An employee on a duty-free lunch may use that time as the employee chooses, including activities off of school grounds. Employees who are required to remain in a duty status or who are assigned to perform work during meal periods shall be paid for such time. An employee's lunch period may be extended up to an additional thirty (30) minutes upon mutual agreement of the employee and supervisor. The employee and supervisor shall schedule the lunch period in conjunction with the operational needs of the school district.

## 9.3. REST BREAKS

Each employee shall normally receive a fifteen (15)-minute paid rest period during each four (4) hours of work. An employee may be required to work through a rest period in unusual circumstances. The employee and supervisor shall schedule the rest period(s) in conjunction with the operational needs of the school district. The rest period may not be accumulated nor taken at the beginning or end of the day. Breaks will not be scheduled in the first or last thirty minutes of any worker's day.

#### 9.4. NOTICE OF WORK YEAR

The individual employee's daily work program including starting and quitting time will be guided by the needs for best operation of the school building as determined by the superintendent of schools. The district will have job descriptions that will designate employee's work schedule for the school year.

- **9.4.1.** The School District has the responsibility to staff the district to meet its operational needs. Based on this responsibility, the district has the right to establish the workweek and work hours of each district position.
- **9.4.2.** After the annual school calendar is set by the Board, if the School District changes a non-duty day to a duty day, the School District will work with the employee to minimize the impact the change has on the employee's personal commitments and responsibilities. This does not include school closures by the School District administration or the addition of student contact days as a result of previous school closures.

# 9.5. TIME OFF PROVISIONS

A public employer must afford reasonable time off to elected officers or appointed representatives of the Exclusive Representative and must upon request provide for leaves of absence to elected or appointed officials of the Exclusive Representative.

#### 9.6. INCLEMENT WEATHER DAYS

Employees who report to work prior to the closing of school because of inclement weather shall receive a minimum of two (2) hours pay. In the event that school is closed for any reason and the employees are not required to perform services, the employee's compensation shall be reduced accordingly. Each employee may choose to receive full pay for 2 inclement weather days by initially using one personal leave, paid-time-off (PTO) or vacation day- at the employee's option-on the 1st day of any inclement weather closing.<sup>6</sup> On the second inclement weather day and any inclement weather day thereafter during a school year, each employee may apply accrued sick leave followed by other forms of accrued paid leave if necessary. If an employee is not informed one (1) hour in advance of starting time and reports to work, he/she shall receive compensation for two (2) hours of employment. Duties may be assigned during the two (2) hours. Kids Play staff may be required to work on inclement weather days to accommodate the children.

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<sup>&</sup>lt;sup>6</sup> What the employee elects to do for time off on day one does not impact their right to access sick time on day 2 with reference to Section 9.6 only.

# 10. GRIEVANCE PROCEDURE

#### 10.1. GRIEVANCE INFORMATION

A grievance shall mean an allegation by an employee of the appropriate unit or Local 284 on behalf of an employee, resulting in a disagreement regarding the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement. Pursuant to MS 179A.20, subd 4, a written disciplinary action shall constitute a grievance which may be submitted to the grievance procedure.

#### 10.2. REPRESENTATIVE

The employee, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act on his or her behalf.

#### 10.3. DEFINITIONS AND INTERPRETATIONS

#### 10.3.1. Extensions

Time limits specified in this Agreement may be extended by mutual agreement.

# 10.3.2. Days

Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all not designated as holidays or weekend days.

# 10.3.3. Computation of Time

In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default shall be included in the designated period of time.

# 10.3.4. Filing and Postmarking

The filing or service of any notice or document herein shall be timely if it bears postmark of the United States mail within the time period or the notice or document is personally filed with the appropriate party (Level 1:Supervisor -Principal or Director, Level 2: Superintendent of Schools, or Level 3:Director of Administrative Services as School Board designee) and includes the date and signature of both the employee/union steward and appropriate party at the time of hand delivery. Email is not considered sufficient filing or service of any notice or document herein.

#### 10.4. NOTIFICATION AND TIME LIMITATION

Grievances shall not be valid for consideration unless the grievance is submitted in writing to the employee's supervisor setting forth the facts, the specific provision of the Agreement allegedly violated, and the particular relief sought within twenty (20) days after the date of the event giving rise to the grievance occurred, or within twenty (20) days after the employee should reasonably have known the event to occur. If the grievance is within the Community Education program, a copy of the grievance shall be sent to the Community Education Director.

#### 10.4.1. Waiver

Failure of the aggrieved party to file a grievance within such period shall be deemed a waiver thereof. Failure of the aggrieved party to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. Failure of the School District to respond within the time periods shall constitute a denial of the grievance and the employee may appeal to the next level.

#### 10.5. ADJUSTMENT OF GRIEVANCE

An effort shall first be made to adjust a grievance informally between the employee and the supervisor. The School District and the Exclusive Representative shall attempt to adjust all grievances which may arise during the course of employment of any employee within the District in the following manner.

#### 10.5.1. Level 1

If the grievance is not resolved through informal discussions, the supervisor or Executive Director of Administrative Services shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

#### 10.5.2. Level 2

In the event the grievance is not resolved in Level 1, the decision rendered may be appealed to the superintendent of schools, provided such appeal is made in writing within five (5) days after receipt of the decision in Level 1. 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 five (5) 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 parties involved.

#### 10.5.3. Level 3

In the event the grievance is not resolved in Level 2, the decision 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 2. Upon receipt of appeal, the School Board shall set a time to hear the grievance, and such hearing shall be made 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 School Board may be designated by the School Board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.

#### 10.5.4. Level 4

A petition for mediation of the grievance may be filed with the State of Minnesota Bureau of Mediation Services to attempt to adjust the matter between the parties involved if the parties mutually agree to submit the matter to mediation. If the mediator cannot resolve the dispute within a reasonable time, he or she, in good judgment shall declare an impasse. If an impasse has been declared, the dispute may then be appealed to Level 5 as herein provided.

#### 10.5.5. Level 5

In the event that all steps of the grievance have been followed, and the parties are unable to resolve the issue, the grievance may be submitted to arbitration as defined herein.

# 10.5.5.1. Request

A request to submit a grievance to arbitration must be in writing and signed by the grievant, and such request must be filed in the office of the superintendent within ten (10) days following the decision in Level 3, or in the case where mediation has been employed, within ten (10) days following the completion of mediation.

## 10.5.5.2. 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.

# 10.5.5.3. Selection of an Arbitrator

Upon the proper submission of a grievance under the terms of this Agreement, 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 Bureau of Mediation Services to appoint a list of arbitrators from which the parties shall select an arbitrator, providing such request is made within twenty (20) days after the request for arbitration. Failure to agree upon an arbitrator or the failure to request a list of arbitrators from the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

# 10.5.5.4. 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.

## 10.5.5.5. 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 him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in PELRA. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

#### 10.5.5.6. Expenses

Each party shall bear its own expenses in connection with arbitration including expenses relating to the parties representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in the arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses, which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such a copy.

(See page 23 for subsection 10.5.5.7.)

# 10.5.5.7. 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 forum as outlined herein, the employee shall waive the 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 the Agreement or to enforce the award of an arbitrator.

# 11. PROBATION, DISMISSAL / PROGRESSIVE DISCIPLINE, AND LAYOFFS

#### 11.1. PROBATION

All newly employed employees shall be on probation for a period of one (1) calendar year. For the purposes of this section only, the school district will consider anyone released during the probationary period and subsequently rehired within one (1) calendar year into the same job classification (i.e. paraprofessionals, clerical, or food service) as continuous service for the purposes of determining whether the one-year probationary period has been satisfied. In addition, upon rehire the previously released probationary employee would assume their original hire date for purposes of determining seniority.

Continued employment during this period shall be vested solely in the School Board. All employees shall have a scheduled evaluation at one-hundred eighty (180) days of employment. An evaluation may be scheduled earlier if necessary.

Employees who are involuntarily released during the probationary period are ineligible for rehire for a minimum period one calendar year. The District, at its discretion, may rehire someone within a calendar year or may establish a longer ineligibility period of up to three (3) years when the conduct is especially egregious or demonstrably harmful to students or staff.

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

#### 11.2. DISMISSAL / PROGRESSIVE DISCIPLINE

Employees who have completed their probationary period may be dismissed only for just cause. The School District shall have the right to impose discipline on its employees for just cause. Disciplinary action will normally take the following course: 1) oral reprimand, 2) written reprimand, 3) 2nd and final written reprimand, 4) suspension without payment 5) discharge. However, the School District reserves the right to impose discipline at any level as determined by the School District based upon the circumstances surrounding the action. An oral or written reprimand may be grieved up to Level 3 of the grievance procedure but may not be carried to arbitration.

# 11.3. LAYOFFS, RECALL, AND REDUCTIONS

Inasmuch as summer vacation oftentimes does not warrant continuous twelve (12) month employment for all employees, the School District and the Exclusive Representative recognize the need for a summer leave of absence. The employees who shall be granted the summer leave of absence shall be those with the least continuous service in their classification.

# 11.3.1. Recognition of Groups

In the case of reduction of hours or layoff / recall the following groups shall be recognized:

- 1. Clerical
- 2. Paraprofessional
- 3. Food Service

The district and the Union recognize that all hours cut from the above groups shall be from the employees with the least seniority.

# 11.3.2. **Bumping**

If the situation arises due to layoffs or reductions employees with the following normal daily work hours whose job is being reduced as indicated:

• 4 hours or less work day, any reduction in hours

- Greater than 4 hours work day, reduction of more than 30 minutes per day shall be able to bump in the following manner:
  - a. Within their group, or within a previous group if employee held a position in that group.
  - b. For the purposes of layoff, recall and reductions, seniority shall be defined as the day an employee began a permanent position within the district. Employees with the least continuous service shall be laid off first.
  - c. No more than one hour may be gained in day length for any employee bumping into a position held by a less senior person.
  - d. From the bottom of the seniority list up, per group, bumping the lowest person who keeps the employee whole, according to (c.) above.
  - e. In no instance shall an employee bump a more senior person.
  - f. In order for an employee to bump another employee, they must meet the qualifications of the position.
  - g. In no instance shall an employee bump into a higher pay scale than that which they are currently in.

#### 11.3.3. Recall

Recall of employees on layoff shall follow the same principles as bumping; the most senior employee within a group shall be recalled to the first opening available that is equal or greater to the position they previously held. No employee shall be obligated to return to a position that does not return them to the hours of the position they previously held. An employee shall be eligible for recall for a period of eighteen (18) months, or until they accept a new position. If notified of an open position, an employee on layoff shall notify the School District in writing of their intent to accept the position within five (5) working days. Any employee who is recalled to a position which returns them to full employment and who refuses the position voluntarily terminates their employment with the School District.

# 11.3.4. Early Childhood Family Education (ECFE)/Bright Beginnings (BB) Reductions

For the purposes of Section 11.3.4, the terms "Bright Beginnings," also referred to as "BB," and School Readiness or other similar terms as referenced in state statute or used interchangeably and refer to the same District Program.

ECFE/BB paraprofessional assignments may change based on demand throughout the school year.

When reductions occur due to low enrollment for a particular class/session there will be no bumping. This language does not apply to permanent reductions.

Any additional/new hours added will be offered first to ECFE/BB paraprofessional staff that is available, with reasonable efforts made at rotating any additional hours between existing ECFE/BB staff to maintain a paraprofessional's weekly hours.

If a position in ECFE/BB is opened up due to a resignation, the hours will be offered within the group of ECFE/BB paraprofessional based on availability. In the event that two or more ECFE/BB paraprofessionals are available, seniority will determine who receives the hours or position. No ECFE/BB paraprofessional will be permitted to assume additional hours if it would increase their hours beyond 40 hours per week.

In the absence of any interest to additional/new hours by anyone in the group of ECFE/BB paraprofessionals, the posting provisions cited in Section 13.2 may be altered based on administrative necessity to ensure coverage for a specific class.

# 11.3.5. Special Education Transportation Paraprofessional

The provisions listed only apply to special education paraprofessionals assigned to work in transportation.

- 1. If work schedules change due to students' needs from July 1st through October 31st, resulting in an overall weekly reduction of two hours or less for any individual special education transportation paraprofessional, the bumping provisions outlined in Section 11.3.2 shall not be applicable.
- 2. The District may add two (2) hours or less to an individual special education transportation paraprofessional's existing weekly work schedule, pursuant to mutual agreement between the individual special education transportation paraprofessional and the District about the additional hours, without having to post or re-open the position.
- 3. When bus route reductions occur due to student needs, there will be no bumping until the next school year.
- 4. Any additional/new hours for special education paraprofessionals will be offered first to Special Education Paraprofessional staff exclusively assigned to transportation routes that are available during that time by order of seniority.
- 5. If a Special Education Paraprofessional position relating to transportation routes is opened up due to a resignation, the hours will be offered within the group of Special Education Paraprofessionals serving on transportation routes based on seniority, if all hours can be reassigned to current staff or a viable position to post and fill remains.
- 6. A Special Education Paraprofessional will not be assigned additional hours if it would increase their hours beyond 40 hours per week unless the Paraprofessional assumes the duty voluntarily.
- 7. District administration may work with its special education transportation paraprofessional staff on as-needed basis, for a period of ten (10) work days, by mutual agreement between the District and paraprofessional, to meet immediate short-term educational or student needs while operating in good faith to fulfill the provisions of this section.
- 8. For special education transportation paraprofessionals assigned to a bus route that is otherwise canceled in its entirety due to a student absence and the paraprofessional is otherwise prepared to work, the paraprofessional will be paid a minimum of one (1) hour. Paraprofessionals may be administratively reassigned for any scheduled hours, in which case if the paraprofessional refuses reassignment the one (1) hour minimum does not apply.

# 11.3.6. Notice for Layoffs of Special Education Transportation Paraprofessional Staff

The School district is evaluating the ongoing use of special education paraprofessionals as school district employees over the next two (2) years. The size, scope and complexity of this staffing may require the district to shift this staffing to the district's transportation vendor or other party.

#### In such an event:

- 1. The district would provide written notice to impacted staff by May 1st;
- 2. Any reduction in hours would be treated as a bumping situation and be handled in accordance with the provision set forth in this agreement including Section 11.3.2.
- 3. The district would extend district paid benefits as set forth in this agreement for 3 months following the release date based on the total number of scheduled hours the employee held at the time of release.

This language would expire as of June 30, 2026.

# 12. RETIREMENT AND RESIGNATION

- **12.1.** Two (2) weeks' notice shall be required of an employee if he/she wishes to resign in good standing.
- **12.2.** Two (2) weeks' notice shall be given to an employee if he/she is to be laid off.
- **12.3.** Employees shall give the school district thirty (30) days' notice of their retirement.
- **12.4.** If proper notification is given for resignation or retirement, accrued vacation pay will be granted.
- **12.5.** Employees who do not leave the district in good standing are not eligible for rehire for a minimum period of one calendar year. The district may waive this requirement at its own discretion.

# 13. MISCELLANEOUS

# 13.1. PHYSICAL EXAMINATIONS

Physicals, x-rays, or Mantoux Tests as required will be given at the expense of the school district.

#### 13.2. VACANCIES

A copy of each new posting for position or vacancies shall be sent via email to all support staff. New positions or vacancies of more than thirty (30) days duration will be posted for a period of five (5) days and all qualified internal applicants, who are covered under the support staff contract, who apply will be interviewed except when the applicant was interviewed by the same panel for a similar position within the prior six weeks. The posting shall clearly state the necessary qualifications for the position. Selection of an applicant to fill a posted vacancy shall be made from among eligible applicants in order of classification seniority if any; provided however, the senior applicant's ability and capacity to perform the job are relatively equal to that of other bidders. Applicants for posted positions must submit their bid to the proper office in writing or by electronic submission. Final decision, however, for employment advancement, transfer, or promotion will be made by the employer.

- **13.2.1.** As it applies to positions within the Food Service department or classification, a "new posting for position or vacancies" as referenced in this section shall be defined as any position in which the hours per day is more than one (1) hour and fifteen (15) minutes. This total for a new position will reflect the cumulative addition of hours per day to any specific position over the prior twelve (12) months.
- **13.2.2.** For the purposes of Section 13.2, and as it applies to all positions covered by this contract that are not within the Food Service Department, a "new posting for position or vacancies" as referenced in this section shall be defined as any position in which the addition of the hours per day is 1) more than one (1) hour and fifteen (15) minutes or 2) more than one-third of the daily hours allocated for the position, whatever language is applicable.
- **13.2.3.** The parties agree that the two positions of Special Services Coordinator and Technician are exempt from the provisions of Section 13.2.

## 13.3. **SAFETY**

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

## 13.4. REQUIRED TRAINING AND CERTIFICATION

Employees are expected to obtain required minimum licensure or certification as stated by the School district, as a condition for continued employment. The School District will reimburse employees for training courses, license exams and renewal fees required by the School District to maintain the minimum standards required of the position.

# 13.4.1. Paraprofessional Training and Certification

The provisions of this section shall be applied only to those paraprofessionals required by law to meet the standard of "highly qualified personnel." To meet this standard, the school district will accept one of the following:

- AA degree or higher.
- 60 semester credits in a post-secondary education in a related field.
- State approved portfolio.
- State approved local assessment.

Current paraprofessionals working in areas not currently mandated by law may voluntarily attend any training sessions for certification.

# 13.5. SUBSTITUTE RATES FOR RETIRED STAFF

Support staff who retire with 10 or more years of service to the STMA School District in a support staff position are eligible to receive the hourly wage they were at when they retired from the district when performing a same or similar position effective upon ratification of this Agreement.

# 14. DURATION

# 14.1. TERM AND REOPENING NEGOTIATIONS

This Agreement shall remain in full force and effect for a period commencing on July 1, 2024, through June 30, 2026, and thereafter, until modifications are made pursuant to the PELRA, as amended. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than ninety (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.

# 14.2. **EFFECT**

This Agreement constitutes the full and complete Agreement between the School Board and the Exclusive Representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements inconsistent with these provisions.

#### APPENDIX A. WAGES

# A.1 BASIC WAGE MATRIX, OVERRIDES, AND LONGEVITY PAY

A	.1.1. GROUP – PARAPROI	FESSIONAL	S
	Y CHILDHOOD FAMILY EDU		
KŁADINI	ESS (BRIGHT BEGINNINGS) P. 2024-2025	AKAPKUFESS	2025-2026
Step 1	\$18.02	1	\$18.38
Step 2	\$18.49	2	\$18.86
Step 3	\$18.96	3	\$19.34
Step 4	\$20.52	4	\$20.93
	EARNERS (ELL), RESPONSE,		
	NSTRUCTOR (WSI) PARAPRO	)FESSIONALS	
Step 1	\$20.24	1	\$20.64
Step 2	\$20.71	2	\$21.12
Step 3	\$21.18	3	\$21.60
Step 4	\$22.74	4	\$23.19
	CCIAL EDUCATION, KIDS PLA	AY HIGH NEE	
Step 1	\$20.74	1	\$21.15
Step 2	\$21.21	2	\$21.63
Step 3	\$21.68	3	\$22.11
Step 4	\$23.24	4	\$23.70
G. 1	HEALTH PARAPROFESS	IONALS	Ф01.17
Step 1	\$20.76	1	\$21.17
Step 2	\$21.23	2	\$21.65
Step 3	\$21.70	3	\$22.13
Step 4	\$23.26	4	\$23.72
	OVERRIDES	2024 2025	2025 2027
II. 14. D	1 D 1 N (I DN)	2024-2025	<u>2025-2026</u>
Health Paraprofessionals with Licensed Practical Nurse (LPN) or Registered Nurse (RN) Licensure or Medical Assistant (MA) <sup>8</sup>		\$1.00	\$1.00
Media Para with 50% of day or greater providing tech support, as		\$0.65	\$0.65
determined jointly by technology	director and building principal at		
the start of the school year.			
Albertville Primary Media Para		\$0.90	\$0.90
Braillist Paraprofessional		\$1.50	\$1.50

Longevity pay at the following increments:

- After 5 years employment \$1.00 per hour
- After 10 years employment \$1.50 per hour
- After 15 years employment \$2.00 per hour
- After 20 years employment \$2.50 per hour

<sup>&</sup>lt;sup>7</sup> Effective for the 2025-26 school year, teacher paraprofessionals who were employed as a teacher paraprofessional as of the last day of the 2024-25 school year will be reclassified as a response paraprofessional effective at the start of the 2025-26 school year.

<sup>&</sup>lt;sup>8</sup>A "Medical Assistant" is someone employed as a health paraprofessional who can provide evidence of a post-secondary non degree certificate that provides evidence of advanced training or an Associate's degree or diploma. The staff member must provide evidence of this training to HR.

A.1.2. GROUP - CLERICAL			
	OFFICE PARAPROFESSIONALS		
<u>2024-2025</u> <u>2025-2026</u>		2025-2026	
Step 1	\$18.79		
Step 2	\$19.26		
Step 3	\$19.73		
Step 4	\$21.29		
PRINT SHOP	<b>OPERATOR/ACTIVITY CENTER SUPEI</b>	RVISOR/	
DUE PROCESS PAR	RAPROFESSIONALS / OFFICE PARAPRO	<b>FESSIONA</b>	LS <sup>9</sup>
Step 1	\$20.24	1	\$20.64
Step 2	\$20.71	2	\$21.12
Step 3	\$21.18	3	\$21.60
Step 4	\$22.74	4	\$23.19
ADMINISTRATIVE ASSISTANTS <sup>10</sup>			
Step 1	\$23.27	1	\$23.73
Step 2	\$23.74	2	\$24.21
Step 3	\$24.20	3	\$24.69
Step 4	\$25.77	4	\$26.28
TECHNICIAN/ AQUATICS COORDINATOR			
Step 1	\$23.97	1	\$24.45
Step 2	\$24.48	2	\$24.97
Step 3	\$24.99	3	\$25.49
Step 4	\$25.50	4	\$26.01
SPECIAL SERVICES COORDINATOR			
Step 1	\$24.48	1	\$24.97
Step 2	\$24.99	2	\$25.49
Step 3	\$25.50	3	\$26.01
Step 4	\$26.01	4	\$26.53

Longevity pay at the following increments:

After 5 years employment \$1.00 per hour

- After 10 years employment \$1.50 per hour
- After 15 years employment \$2.00 per hour

After 20 years employment \$2.50 per hour

<sup>&</sup>lt;sup>9</sup> Office Paraprofessionals will not be eligible for a step as of July 1, 2025 for the 2025-26 work year but will move on the print shop operator scale effective July 1, 2025 for the 2025-26 school year at the same step held in 2024-25.

<sup>&</sup>lt;sup>10</sup> Middle School and High School Administrative Assistant Override is \$1.00 an hour (1 per MS; max of 2 at HS defined as Principal Admin Assistant & Activities Director Admin Assistant)

A.1.3. GROUP - FOOD SERVICE				
	COOKS HELPER / CASHIER			
	<u>2024-2025</u>	<u>2025-2026</u>		
Step 1	\$18.02	1		\$18.38
Step 2	\$18.49	2		\$18.86
Step 3	\$18.96	3	\$19.34	
Step 4	\$20.52	4		\$20.93
	SECOND COOKS			
Step 1	\$20.24	1	\$20.64	
Step 2	\$20.71	2	\$21.12	
Step 3	\$21.18	3	\$21.60	
Step 4	\$22.74	4	\$23.19	
	KITCHEN MANAGERS			
Step 1	\$23.77	1	\$24.24	
Step 2	\$24.24	2	\$24.72	
Step 3	\$24.70	3	3 \$25.20	
Step 4	\$26.27	4	4 \$26.79	
	OVERRIDES			
		<u>2024</u> -	<u> 2025</u>	<u>2025-2026</u>
Kitchen Managers buildings at the Middle S	School level		\$0.50	\$0.50
Kitchen Managers buildings at the High School level			\$0.75	\$0.75
School Nutrition Association (SNA) Level	3		\$0.25	\$0.25
School Nutrition Association (SNA) Level	4		\$0.50	\$0.50
Kitchen Manager overseeing 2 kitchens		\$0.25 \$0.2		\$0.25

# Longevity pay at the following increments:

- After 5 years employment \$1.00 per hour
  After 10 years employment \$1.50 per hour
- After 15 years employment \$2.00 per hour
- After 20 years employment \$2.50 per hour

# A.1.4. Anniversary of Hire Date for Longevity

For the purposes of longevity, employees with hire dates between 7/1 and 12/31 will be considered to have worked one year and will receive their longevity increase on the first 6/30 of their employment. Employees with hire dates between 1/1 and 6/30 will not be considered to have worked one year and will wait for their first year of longevity eligibility on the second 6/30 of their employment.

# A.1.5. Anniversary of Hire Date for Leave Accrual and Seniority

The actual anniversary of hire date will be used to determine leave accrual (i.e. vacation, sick leave, etc.) and seniority. Sick leave and vacation accrual will be allocated on a monthly basis.

# A.2 EXTRA TIME

All Employee Groups			
Emergency call-back	Two (2) hour min.		
Work for weekends* \$22.00 per hour*			
*or 1.5 times the employee's normal hourly rate, whichever is greater.			

<sup>\*</sup>Food service work for outside of the normal day (reimbursable meals) shall be paid for the work at the weekend rate except for food service work that can be conducted 30 minutes prior to or after the employee's work day for student groups and school sponsored events.

**Double time will be paid for work performed on** Christmas Eve, Christmas Day, and the Easter weekend consisting of Friday, Saturday, and Sunday. If Christmas Eve or Christmas Day falls on a Friday, Saturday, Sunday or Monday, double time shall be paid for any work performed on those days.

**TRAINING/EXTRA TIME** Any training or extra duty outside the employee's regular scheduled day will be paid at \$18.00 an hour. Where training is mandatory, the employee will be paid \$18.00 an hour or their regular wage, whichever is higher.

# **APPENDIX B. PAYROLL PROCEDURES**

<u>Section 1. Payroll Procedures</u>: Support staff will be paid their hourly contracted wages bimonthly determined upon the amount of hours they worked indicated on each individual employee's time card.

Support staff shall receive payment on the 15th and 30th of each month except when the 15th or 30th falls on a Saturday or Sunday when payment will be made on the preceding Friday. Except where otherwise required by law, the parties agree that in the event of a separation, the school district shall be permitted to pay the employee's wages within the next two payroll dates following the actual date of separation to the extent permitted by law.

## APPENDIX C. BENEFIT DEDUCTIONS AND CHANGE IN PLAN YEAR

The parties acknowledge that the district will collect premiums and make applicable deductions for medical and dental insurance for the period of October 1, 2024 to June 30, 2025 over 17 payroll cycles from October 15, 2024 to June 15, 2025. The district may make adjustments as necessary for changes in permanent schedule or upon separation.

For the period of July 1, 2025 to June 30, 2026, benefit eligible support staff would need to open enroll into an insurance plan in the Spring of 2025. The district will collect premiums and make applicable deductions for medical and dental insurance over 18 payroll cycles starting on September 30, 2025 to June 15, 2026.

This language will expire as of June 30, 2026.

# SIGNATURE PAGE

# IN WITNESS WHEREOF, the parties have executed this Agreement:

SCHOOL SERVICE EMPLOYEES SEIU LOCAL 284 AFL - CIO 450 SOUTHVIEW BLVD S. ST. PAUL, MN 55075	ISD 885 11343 50th St NE ALBERTVILLE, MN 55301-9811
aga Nyhur	Drew Schenber
Sara Nyhus Contract Organizer SEIU Local 284	Drew Scherber Chairperson District 885 School Board
Date: 4-21-2025	Date: 04-21-2025
Ja Dagh	JarolSuffu
Steward SEIU Local 284	Carol Steffens  — Clerk  District 885 School Board
Date: 422-2025	Date: 04-21-2025
Steward SEIU Local 284	-
Date:	

### ADDENDUM A: MEMORANDUM OF UNDERSTANDING

Between
School Service Employees Local No. 284
And
Independent School District 885
St. Michael-Albertville

This memorandum represents an addendum to the 2024-2026 Master Agreement concerning the use of unpaid leave and all provisions of this memorandum will automatically sunset at the conclusion of the Master Agreement.

The parties acknowledge this issue is not currently reflected in any contract language and does not constitute a benefit of the existing contract. The final decision to grant unpaid leave is at the discretion of the District.

However, to ensure a shared set of mutual expectations regarding the administration of unpaid leave, the parties agree to the following guidelines:

Employees are expected to attend work at scheduled work times absent sickness or extraordinary circumstances. Unpaid leave does not constitute a legal right or represent a contract benefit. Unpaid leave is generally intended to address exceptional or extraordinary employee circumstances. The District will follow all applicable state and federal laws regarding the administration or accessibility of unpaid leave.

In evaluating whether to grant an unpaid leave request, the District will consider the following:

- The employee must provide sixty (60) calendar days written notice (email is acceptable);
- The District will not grant unpaid leave to an employee who has worked with the District for less than one complete school year;
- The District will not grant more than five (5) days of unpaid leave for an employee in any two-year period;
- An employee generally may make one unpaid leave request every two (2) school years;
- The District will not grant unpaid leave until the employee has used all available and applicable paid time off (i.e. vacation, sick time, personal time, paid-time off); and
- A typical request is generally no longer than one to two work days. The District will only consider requests of up to a maximum of five (5) continuous work days per school year. (Note: This guideline is not to be construed by the parties as representing an employee will automatically be granted five work days of unpaid leave per school year/request).

The final decision to grant unpaid leave is at the discretion of the District. The decision to grant unpaid leave, or the actual length of granted unpaid leave, is based on an evaluation of several factors including, but not limited to: 1) impact on students; 2) impact on student learning or the learning environment; 3) impact on the relative workload of other employees; 4) total number of requests in a similar building or category of employee on the same date(s); 5) availability of qualified substitutes; and 6) whether there are exceptional or extraordinary circumstances outside of the immediate control of the employee.

The District may elect to grant up to four work weeks and/or thirty (30) calendar days of unpaid leave in any circumstance- particularly under circumstances where an employee can demonstrate exceptional or extraordinary circumstances beyond the immediate control of the employee (including, but not limited to, illness or family emergency).

### USE OF EXTENDED UNPAID LEAVE FOR MEDICAL PURPOSES

In any instance where a permanent employee who is scheduled to work at least 20 hours or more per week, and who has worked for the District for more than one calendar year makes a request for unpaid leave that exceeds four work weeks and/or 30 calendar days; and

the employee has used all available forms of paid leave in which the employee is otherwise eligible including sick, personal, and/or vacation; and

the employee has utilized all eligible rights to reinstatement available under federal or state law including the Federal Medical Leave Act (FMLA); and

the employee is requesting unpaid leave under a significant or serious medical condition that would otherwise qualify for eligibility under FMLA; and

the District will extend up to a total of six (6) months or ninety (90) work days of unpaid leave, whatever is less, per twelve (12) month calendar period, upon the submission of a written leave request and approval by the School Board; and

In the event that the District extends an assignment for the purpose of covering an extended unpaid leave of any duration under this Memorandum, the parties agree that the covering assignment is temporary and that the assigned employee will revert back to his or her previously designated job classification, wage, step, and other applicable overrides as existed for the replacing employee at the start of the assignment.

This Memorandum concerning unpaid leave does not affect any other provisions of the Master Agreement, including eligibility for District benefits. The District may require the employee to provide supporting documentation to the extent necessary to determine eligibility.

The parties acknowledge this Memorandum concerning unpaid leave has intentionally not been incorporated into the 2024-2026 Master Agreement and that this Memorandum will sunset, in its entirety, upon June 30, 2026.

The parties further agree that the provisions of this Memorandum does not constitute a past precedent or employee practice for litigation purposes to the extent otherwise permitted by law.

The undersigned acknowledge the complete understanding and agreement of the above issue.

SCHOOL SERVICES EMPLOYEES LOCAL NO. 284

Dated: April 21, 2025

y: ala Nyhus Sziu

INDEPENDENT SCHOOL DISTRICT NO. 885, ST. MICHAEL-ALBERTVILLE

Dated: April 21 , 2025

Its: Chair

Dated: April 2 , 2025

Ite: Clark

## ADDENDUM B: MEMORANDUM OF UNDERSTANDING

Between

School Service Employees Local No. 284
Representing: Support Staff
And
Independent School District 885
St. Michael-Albertville

WHEREAS, the parties have a Master Agreement effective for July 1, 2024 to June 30, 2026;

**WHEREAS**, the Master Agreement provides for a \$1.00 override for Health Paraprofessionals who hold a Licensed Practical Nurse (LPN) designation as identified in Appendix A for the 24-26 school years;

WHEREAS, the district has attenuated health needs related to students that require more health paraprofessionals to have a LPN designation;

**THEREFORE**, the parties agree that the district will be able to designate up to five (5) health paraprofessional positions as requiring a LPN certification and that for current and prospective health professionals hired with this LPN certification the district will offer a \$4.00 an hour override. This change will go into effect for current permanent staff as of the date of ratification.

Chus SEW 884

This MOU will expire in its entirety upon expiration of the Master Contract on June 30, 2026.

SCHOOL SERVICES EMPLOYEES LOCAL NO. 284

Dated: April 21, 2025

•	Its: Consect loganizer
INDEPENDENT SCHOOL DISTRICT N	NO. 885, ST. MICHAEL-ALBERTVILLE
Dated: April 21, 2025	By: Schair
Dated: April 21 , 2025	By: And Sulfus Its: Clerk

### ADDENDUM C: MEMORANDUM OF UNDERSTANDING

Between
School Service Employees Local No. 284
Representing: Support Staff
And
Independent School District 885
St. Michael-Albertville

This Memorandum of Understanding ("MOU") is entered into between Independent School District No. 885, St. Michael-Albertville, Minnesota ("School District") and School Services Employees Local No. 284 ("Union"), exclusive representative of office clerical, paraprofessionals and food service employees ("Support Staff") in the appropriate unit, and the parties agree as follows:

WHEREAS, the School District and the Union are parties to an Agreement between Independent School District No. 885 and School Services Employees Local 284, effective July 1, 2024 through June 30, 2026 ("CBA"); and

WHEREAS, it is the intent of the School District to adopt an e-learning plan for the 2024-2026 school year, consistent with its obligations pursuant to Minnesota Statutes, section 120A.414, and the purpose of this MOU is to address the terms and conditions of employment for Support Staff employees within the appropriate unit relative to an e-learning day.

#### **NOW THEREFORE**, the parties agree to the following:

- 1. E-learning days shall be determined in the discretion of the Superintendent or designee, consistent with the e-learning plan developed in accordance with Minnesota Statutes, section 120A.414.
- 2. Except in unusual circumstances, on days that are declared by the School District to be e-learning days, Support Staff will work their regularly scheduled shift with two hours' notice of the change of the duty day from in-person instruction to e-learning.
- 3. The School District may assign and direct the work and duties of Support Staff on e-learning days consistent with their respective job descriptions and, in the discretion of School District administration, assign staff development work when regular duties are unable to be performed or are impractical to be performed due to the work conditions necessitated by an e-learning day. Staff development on designated days will be paid in accordance with the employee's regular hourly wage.
- 4. To the extent practicable, the School District will allow Support Staff to work from home, be assigned to work in an alternative location or be retained on an on-call basis for any potential need. School District administration shall notify support staff of their work location and/or on-call status at the same time as it notifies staff that an e-learning day has been declared.
- 5. Support staff shall be paid the same wages and benefits for scheduled work hours on an e-learning day as would have been paid if the employee reported to work on a regular instruction day on the condition that the employee has not previously requested leave for that day or is otherwise unable to perform work
- 6. This MOU shall not be considered precedent setting, shall not constitute a past practice, and cannot be used in any way to interpret the CBA nor shall this MOU be used as evidence, either through arbitration, or other means, or be cited in any arbitration, grievance, hearing, or other proceeding, except for purposes of enforcing this MOU.

- 7. This MOU represents the complete and total agreement between the parties regarding this matter. No party has relied upon any oral statements or promises that are not set forth in this document. This MOU controls to the extent that it conflicts with the terms of the CBA. No changes to this MOU will be valid unless they are in writing and signed by the parties.
- 8. 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.
- 9. This MOU will automatically expire on June 30, 2026, or upon ratification of the 2026-2028 collective bargaining agreement between the parties.

Dated: April 21, 2025

By ata Yulus SEIU OBA

INDEPENDENT SCHOOL DISTRICT NO. 885, ST. MICHAEL-ALBERTVILLE

Dated: April 21 , 2025

Its: Chair

Dated: April 21 , 2025

Its: Clerk

# ADDENDUM D: MEMORANDUM OF UNDERSTANDING

Between

Service Employees International Union (SEIU)

And
Independent School District 885
St. Michael-Albertville

This memorandum represents mutually agreed upon guidelines for conducting a committee review of issues impacting special education paraprofessionals.

These issues would include:

- Safety concerns in the workplace;
- Training;
- Daily time available for coordination and collaboration with certified staff and administration;
- The delegation of medical related duties; and
- Any contract items related to the "terms and conditions" of employment.

Other issues, not specifically stated here, may be considered by the committee upon the mutual agreement of the two co-chairs.

The purpose of this process is for the committee to issue consensus recommendations to the District and the Service Employees International Union (SEIU)) for due consideration and possible incorporation into the 2026-28 Master Agreement or via an adoption by a Memorandum of Understanding in the interim.

The parties agree on the following guidelines:

- 1) The Committee will be co-chaired by a designee of SEIU and a designee of the District.
- 2) Committee work will start no earlier than October 1, 2025 and finish no later than April 30, 2026.
- 3) The number of meetings and actual meeting times will be mutually determined by the co-chairs.
- 4) Both parties promise to work in good faith and to invest sufficient time to discuss the issues adequately.
- 5) The Committee will consist of no more than 12 members, including the co-chairs, with six representatives from the District and six representatives from the Union;
- 6) Committee co-chairs will give due consideration to building and grade level representation; and
- 7) Committee meetings are to be set outside of the scheduled or contract work day and the District will not pay additional compensation to members for serving on the committee. Committee participation is voluntary.

The parties agree to a limited number of classroom observations involving no more than 2 committee members per observation and no more than 2 observations per grade levels 1) K-4; 2) 5-8; and 3) 9-12 including the Wings Program. Observations will need to be approved in advance by building administration. Each observation is limited to one class period or 1 hour, whatever is longer.

Neither party is obligated to accept or adopt the stated recommendations. No recommendations are effective until both parties agree to incorporation into a future master contract or adoption by memorandum.

The undersigned acknowledge the text cited above represents the complete understanding and the entirety of the

parties' agreement on the above issue. This memorandum will be in effect as of ratification and sunset, in its entirety, upon expiration of the contract.

Each party reserves all rights to bargain this issue anew in future collective bargaining and neither party makes any express or implied assurances or representations of any other offer or agreement with respect to the issues cited in this memorandum.

TOOTTOO	CEDVICEC	TORALDI.	OVERG	TADOLT	NTO 404
SCHUUL	<b>SERVICES</b>	LIVITL	UILLS	LUCAL	NU. 204

Dated: April 21, 2025

By: aug Juhus SEIU284

Its: Consur

INDEPENDENT SCHOOL DISTRICT NO. 885, ST. MICHAEL-ALBERTVILLE

Dated: <u>April 21</u>, 2025

By Chair

Dated: April 21, 2025

Its: Clerk

# ADDENDUM E: MEMORANDUM OF UNDERSTANDING

Between

Service Employees International Union (SEIU)

And
Independent School District 885

ndependent School District 88: St. Michael-Albertville

This memorandum represents an agreement between the parties as to specific exceptions to the terms and conditions of employment for specific positions identified below in consideration of the district's replacement of designated support staff positions on alternate wage scales.

The specific positions impacted by this memorandum are as follows:

- 1. Print Shop Operator;
- 2. Activity Center Supervisor;
- 3. Technician; and
- 4. Aquatics Coordinator.

Print Shop Operator- The parties agree that the district may at its discretion:

- a. Strike the applicability of the language cited in Section 9.1.3;
- b. Designate this position as a 12-month or School Year position;
- c. Place this position at any step on the applicable wage scale identified within the Clerical Group under Print Shop Operator; and
- d. Award or decline step advancement in Year 2 or as of July 1, 2025.

Activity Center Supervisor- The parties agree that the district may at its discretion:

- a. Designate this position as a 12-month or School Year position;
- b. Place this position at any step on the applicable wage scale identified within the Clerical Group under Print Shop Operator; and
- c. Award or decline step advancement in Year 2 or as of July 1, 2025.

<u>Technician</u>- The parties agree that the district may at its discretion:

- a. Designate this position as a 12-month or School Year position;
- b. Place this position at any step on the applicable wage scale identified within the Clerical Group under Technician; and
- c. Award or decline step advancement in Year 2 or as of July 1, 2025.

Aquatics Coordinator- The parties agree that the district may at its discretion:

- a. Designate this position as a 12-month or School Year position;
- b. Place this position at any step on the applicable wage scale identified within the Clerical Group under Technical/ Aquatics Coordinator;
- c. Award or decline step advancement in Year 2 or as of July 1, 2025; and
- d. Pay up to a \$5.00 override for up to a maximum of two (2) individuals in this position during the duration of this Agreement.
- e. The parties further agree that any individual in this specific position upon expiration of the Master Contract would be grandfathered in under the same wage status until separation from the school district.

#### OTHER AGREEMENTS

Currently employed staff in any of these positions would receive a step advancement retroactive to July 1, 2024.

However, this memorandum does not imply any immediate or future obligation on the district to change the wages or steps of any individual in these positions and the timing of any wage change is at the discretion of the district during the duration of this memorandum.

The parties agree to work in good faith grandfather in any impacted staff assigned to the positions identified in this memorandum in the next contract cycle so these staff do not experience a reduction in wages under any circumstances.

#### **EXCEPTION TO RETROACTIVE PAY PRACTICE**

The parties have a course of dealing whereby support staff not employed with the district on the date of ratification are not eligible for retroactive pay. In the interests of our staff and settlement, the district agrees on a one-time basis only to extend retroactive pay to any support staff who have worked 10 consecutive years or more for the district and provided notice of retirement from January 1, 2025 to the date of ratification.

#### **CLERICAL OVERRIDE**

The parties agree to pay three (3) administrative assistants at the High School and one (1) administrative assistant at each of the two middle schools an override of 0.80 an hour effective July 1, 2024 until the expiration of this contract, or the separation of one of these five (5) administrative assistant positions, whichever event happens first, at which time the Master Contract would permanently revert to an override at \$1.00 an hour for the secondary building administrative assistants (3) and the designated activities administrative assistant. The effective date of any conversion in override for existing staff impacted by the separation issue would be the following July 1st.

#### **EXPIRATION**

This memorandum is effective as of the ratification date of the contract and would expire June 30, 2026.

Neither party makes any express or implied assurances or representations of any other offer or agreement with respect to the issues cited in this memorandum other than those agreements expressly stated herein.

SCHOOL SERVICES EMPLOYEES LOCAL NO. 284

Dated: 100 21, 2025

its: Contact Organizer

INDEPENDENT SCHOOL DISTRICT NO. 885, ST. MICHAEL-ALBERTVILLE

Dated: <u>April 21</u>, 2025

Its: Chair

Dated: April 21 , 2025

By: Clerk

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