

RICHFIELD PUBLIC SCHOOLS

INDEPENDENT SCHOOL DISTRICT NO. 280

SALARY SCHEDULE, FRINGE BENEFITS
AND WORKING CONDITIONS FOR

OUTREACH WORKERS

2024-2026

THIS AGREEMENT ENTERED INTO BETWEEN THE SCHOOL BOARD OF INDEPENDENT SCHOOL DISTRICT NO. 280, RICHFIELD, MINNESOTA AND THE SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 284, EFFECTIVE JULY 1, 2024 THROUGH JUNE 30, 2026 IN ACCORDANCE WITH THE PUBLIC EMPLOYMENT LABOR RELATIONS ACT OF 1971, AS AMENDED.

TABLE OF CONTENTS

ARTICLE NUMBER	DESCRIPTION	PAGE NUMBER
I.	RECOGNITION OF EXCLUSIVE REPRESENTATIVE	1
	NEW EMPLOYEE INFORMATION	1
	REQUEST FOR DUES CHECK OFF/POLITICAL ACTION FUND CONTRIBUTION	1
	EMPLOYEE PERSONNEL FILE	2
	NEW EMPLOYEE UNION MEETING	2
II.	SALARY SCHEDULE	2
	LONGEVITY	2
	SERVICE CREDIT	3
III.	PROBATION PERIODS	3
	RESIGNATION OR SEPARATION OF EMPLOYMENT	3
IV.	PHYSICAL EXAMINATIONS	3
V.	HOURS OF WORK	4
	EMERGENCY CLOSING OR E-LEARNING DAYS	4
VI.	LEAVES OF ABSENCE	5
	Section 1. Sick Leave	5
	Section 2. Personal Leave	6
	Section 3. Notice for Use of Sick Leave or Personal Leave	6
	Section 4. Documentation of Use of Sick Leave or Personal Leave	6
	Section 5. Jury Duty	7
	Section 6. Unpaid Leave of Absence	7
	Section 7. Family Leave	7
VII.	VACATION LEAVE	8
VIII.	HOLIDAYS	8
IX.	SENIORITY	9
X.	VACANCIES	10

XI.	BENEFITS	10
	Section 1. Eligibility	10
	Section 2. Medical Benefits	11
	Section 3. Dental Insurance	12
	Section 4. Life Insurance	13
	Section 5. Medical and Dental Benefits Committee	13
	Section 6. Tax Sheltered Annuities	13
XII.	RETIREMENT	13
XIII.	DISCIPLINE	15
	Section 1. Just Cause	15
	Section 2. Advance Notice of Anticipated Action	15
	Section 3. Discipline Levels	15
	Section 4. Miscellaneous	16
XIV.	GRIEVANCE PROCEDURE	16
	Section 1. Definition	16
	Section 2. Timelines	16
	Section 3. Steps	17
	Section 4. Union Representation, Intervention and Initiation	17
	Section 5. Reprisals	17
	Section 6. Cost of Transcript	17
XV.	DURATION	17
	DOCUMENT AUTHORIZATION	18
	MEMORANDA OF AGREEMENT	

Be it resolved by the Board of Education of Independent School District No. 280:

The following articles constitute the terms of employment of Outreach Workers of Richfield Public Schools for the period of July 1, 2024, through June 30, 2026, in compliance with the Public Employment Labor Relations Act of 1971, and as amended, hereinafter referred to as the Public Employment Labor Relations Act.

ARTICLE I.

RECOGNITION OF EXCLUSIVE REPRESENTATIVE:

Preamble: Recognizing that the Union is required by the provisions of the State of Minnesota Public Employment 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 Union, the School Board hereby agrees that it will not recognize or negotiate with any other person, association, group, committee or entity other than the Union with respect to such matters and will deal solely through the agency of and with the Union.

NEW EMPLOYEE INFORMATION:

The Employer shall provide to the Exclusive Representative the following information on each new employee within thirty (30) calendar days of the employee's first date of work: name; home address; work email address; work phone number; job classification; shift; wage, number of hours normally scheduled in a work week; whether the position is a nine (9) month or twelve (12) month assignment; and building assignment.

It is the responsibility of the Union to ensure that any data that is classified as private data under the Minnesota Government Data Practices Act that is transmitted by the District to the Union is maintained as private data.

REQUEST FOR DUES CHECK OFF/POLITICAL ACTION FUND CONTRIBUTION:

Pursuant to PELRA, the exclusive representative shall be allowed dues check off and political action fund contribution. Upon receipt of notice from the Exclusive Representative that it has received an employee's authorization for the deduction of dues and/or political action fund contributions, the District will deduct from the employee's paycheck the dues and/or political action fund contributions that the employee has agreed to pay to the exclusive representative in equal installments. The dues deduction authorization remains in effect until the District receives notice from the Exclusive Representative that an employee has changed or canceled their authorization.

The Union agrees to indemnify and hold harmless the District and its agents, officers and employees against any and all claims, suits, order or judgment brought or issued against the District as a result of a request of the Union under the provisions of this Article.

EMPLOYEE PERSONNEL FILE:

Upon written or verbal request of an employee, the District shall permit the employee to review their own personnel file within seven (7) working days after receipt of the request. The employee shall be permitted to attach a statement to any evaluation or discipline with which the employee disagrees. The District shall provide a copy of documents within the personnel file upon an employee's request and without charge to the employee.

NEW EMPLOYEE UNION MEETING:

The Union shall be allowed to meet with newly hired employees for up to thirty (30) minutes at new employee orientations or, if there are no new employee orientations, within the first thirty (30) calendar days from the date of hire. The union/employee meeting will be held at a mutually agreed upon time between the Union and District, and the new employee will be eligible to be paid for this time.

ARTICLE II.

SALARY SCHEDULE:

Outreach Workers

	2024-25	2025-26
Step 1	\$21.60	\$23.50
Step 2	\$22.00	\$23.90
Step 3	--	\$24.30

Bilingual Outreach Workers

	2024-25	2025-26
Step 1	\$26.10	\$28.00
Step 2	\$26.45	\$28.35
Step 3	--	\$28.75

LONGEVITY:

Effective July 1, 2024, employees shall receive additional compensation per hour as follows:

	2024-25	2025-26
After 5 years of continuous service in the unit	--	\$0.15 per hour
After 10 years of continuous service in the unit	\$0.20 per hour	\$0.30 per hour
After 15 years of continuous service in the unit	\$0.30 per hour	\$0.45 per hour

After 20 years of continuous service in the unit	\$0.40 per hour	\$0.60 per hour
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Board-approved leaves of absence for all or part of a year do not count as an interruption of service, nor do they count as credit towards longevity.

Employees will be required to fill out time sheets for payroll. Work performed on the 1st through the 15th of each month will be paid on the following 5th of the month. Work performed on the 16th through the end of the month will be paid on the following 20th of the month. Payroll information will be communicated via an electronic, web-based system.

SERVICE CREDIT:

New employees will be placed on Step 1 of the applicable salary schedule; however, placement at Step 2 for previous experience may be authorized by the Director of Human Resources or designee.

Effective July 1, 2025, step increases and longevity advancements will be effective July 1 of each year for employees hired prior to February 1 of that calendar year.

ARTICLE III.

PROBATION PERIODS:

All new employees shall work a probationary period, which shall consist of one (1) calendar year from their initial date of hire in the unit. The probationary period may be extended up to an additional one (1) calendar year upon mutual agreement between the union steward and the District. A new employee shall not be considered a permanent employee until they have successfully completed their probationary period.

RESIGNATION OR SEPARATION OF EMPLOYMENT

An employee wishing to terminate employment shall give two (2) weeks notice when possible. An employee who fails to provide two (2) weeks notice shall forfeit any accrued vacation time payout.

ARTICLE IV.

PHYSICAL EXAMINATIONS:

Physical exams will be required of staff members upon request by the District. When so required, the District will pay the cost of the examination if the staff member obtains the examination at a District-designated facility using the District's physical examination

form. The staff member will be reimbursed up to the amount paid by the District at its designated facility if the staff member obtains the physical exam at a facility other than that designated by the District, and upon presentation of the completed physical exam form along with an itemized statement from the examining facility.

ARTICLE V.

HOURS OF WORK:

- Section 1. Prior to July 1, the employee will be provided notification of any anticipated changes in assignment for the following fiscal year. Changes may include hours of service, location, and calendar assignment (including, but not limited to, hours assigned prior to the start of the school year and professional development days) for non-12 month employees.
- Section 2. The employee's work-year for a non-12 month employee may be extended up to eight (8) days beyond the student instructional and conference days scheduled for the school year.
- Section 3. To the extent possible, duty days scheduled prior to the start of the school year may be flexibly scheduled in collaboration with the principal or supervisor to determine the most appropriate timing, dates, and hours. These duty days, scheduled per Section 2 of this Article, are mandatory work hours and are not optional. Scheduling may vary based on the needs of the school community and may differ from one school to another. The final determination as to the number of hours and specific dates is reserved for the District (subject to any limitations in Section 2 of this Article).
- Section 4. All work in excess of forty (40) hours per week, with the approval of the immediate supervisor, shall be paid for at the rate of time and one-half of the employee's regular hourly rate. Consistent with federal law, vacation and holiday hours, sick leave and other leaves, paid and unpaid, shall not be considered as hours of work for purposes of calculating overtime. Upon mutual agreement between the supervisor and employee, employees may flex their schedules within the same week (Monday-Sunday) to account for extra hours and stay at or under forty (40) hours per week. For example, if an employee stays two hours late for an event on Tuesday, they may, upon mutual agreement with their supervisor, leave two hours early on Thursday.

EMERGENCY CLOSING OR E-LEARNING DAYS:

- a) On days when all schools are officially closed by the Superintendent or designee or an e-learning day is declared, employees directed to stay home will suffer no loss of pay.
- b) The District may reassign affected employees during the closing or e-learning day. This reassignment may include the opportunity to work in an alternative location to provide e-learning services for the district.
- c) In the event of a lost contract day due to emergency closing, the District may schedule a make-up day when the employee will be expected to work their regular duties. Employees who are released from work on the emergency closing day but required to work the make-up day will only receive compensation for the make-up day.
- d) In the event an employee has a prior commitment on a make-up day, previously scheduled as a non-duty day, the employee will be permitted to use a personal leave day, if available, or take the day as an unpaid day. In the event the employee has extenuating circumstances and no remaining personal leave days, the employee may request an additional personal leave day to be allocated from accrued sick leave. Final approval for use of personal leave days and unpaid days will be at the discretion of the Director of Human Resources.
- e) Twelve-month employees required to work the emergency closing day will receive compensatory time to be used within 30 days from the date of the emergency closing, but no later than the end of the school year.
- f) Nothing in this section limits the District's authority for layoff pursuant to Article IX of this agreement.

ARTICLE VI.

LEAVES OF ABSENCE:

Section 1. Sick Leave

- (a) Effective July 1, 2024, all employees will be allowed ten (10) days of sick leave per year, accumulative. Effective July 1, 2025, twelve-month employees will be allowed twelve (12) days of sick leave per year, accumulative; all other employees will be allowed ten (10) days of sick leave per year, accumulative. Employees earn sick leave at a rate equal to or more generous than the earned sick and safe time (ESST) law requires, and thus, their accrual of sick leave satisfies the District's obligation to provide them with ESST leave.

- (b) Days of sick leave shall be credited when the school year starts. Employees who work less than the full school year shall receive sick leave on a pro rata basis.
- (c) Employees may use sick leave for any ESST-qualifying reason outlined in Minnesota Statutes section 181.9447, as amended.
- (d) If the reason for the use of sick leave is due to pregnancy, an employee may use sick leave during a period of physical disability as certified by a licensed medical provider.

Section 2. Personal Leave

- (a) Each employee may be granted three (3) days' personal leave per year which will be deducted from the accumulated sick leave when used, for important personal matters at the employee's own discretion.
- (b) After three (3) days in any one year, additional personal leave days will be unpaid. In the event an Outreach Worker exhausts all available personal leave days during the school year and has a unique circumstance that requires absence from work, the Outreach Worker may request up to two (2) additional days of accumulated sick leave be made available during the year. Determination regarding eligibility of additional days of absence will be at the discretion of the District.

Section 3. Notice for Use of Sick Leave or Personal Leave

If the need for use of sick leave is foreseeable, an employee must provide notification at least seven days in advance using established reporting procedures of the intent to use sick leave. If an employee's need for use of sick leave is unforeseeable, an employee must report their absence using established reporting procedures as soon as practicable.

Requests for personal leave must be made to the supervisor at least two (2) work days in advance.

An employee is responsible for providing notification regarding which leave they are taking – sick leave or personal leave.

Section 4. Documentation of Use of Sick Leave or Personal Leave

The District may require employees to provide reasonable documentation as outlined in Minnesota Statutes section 181.9447, as amended, indicating that the sick leave or personal leave is being used for an ESST-qualifying reason. The final determination as to the eligibility of an

employee for sick leave or personal leave is reserved for the District. If documentation is required, the employee will be so advised.

Section 5. Jury Duty

If an employee is summoned for jury duty on any duty days, notice thereof will be promptly given to the Human Resources office. A request for delay of said duty to non-duty days will be presented under the applicable statutes and regulations for such services. If thereafter, jury duty is required by the court, the employee will be granted the additional amount to make up full pay.

Section 6. Unpaid Leave of Absence

- (a) An employee may request an unpaid leave of absence for reasons which are personally necessary to the employee (such as not qualifying for FMLA, exhausting FMLA, or other circumstances).
- (b) Application for such leaves shall include the proposed period and purpose for leave. Applications for any leave without pay of thirty (30) or more working days in duration must be submitted at least thirty (30) days prior to the proposed start of the leave. The thirty (30) day application provision may be waived due to unusual circumstances.
- (c) The unpaid leave of absence may be granted by the Human Resources Department, subject to a determination by the Superintendent or designee.
- (d) An employee granted an unpaid leave of absence shall remain eligible for all appropriate benefit plans but must pay the entire premium while on leave.
- (e) Any employee who fails to return upon expiration of the leave will be voluntarily resigned from employment.
- (f) An employee on an approved leave of absence shall maintain their original seniority date but shall not receive credit for time spent on a leave pursuant to this Section, nor gain credit for advancement on the salary schedule, not accrue vacation time (if eligible) or sick leave.

Section 7. Family Leave

Family leaves for the birth or adoption of a child shall be granted in accordance with the requirement of state, federal and FMLA law governing family leave.

ARTICLE VII.

VACATION LEAVE:

- Section 1. July 1st is the date to determine vacation accrual.
- Section 2. Twelve-Month Employees
- (a) New employees will be granted a prorated number of vacation days through June 30th, during the first year of employment, based on a two-week period.
 - (b) 10 days after having completed one full year beginning July 1st
 - (c) 15 days after five years
 - (d) 20 days after ten years
- Section 3. New employees shall be granted a prorated amount of vacation leave for the remainder of the fiscal year ending June 30.
- Section 4. The vacation schedule shall be determined by agreement with the administration.
- Section 5. An employee resigning from the system shall receive earned vacation on a prorated basis to the date of termination provided that two weeks written notice is given to the employer.
- Section 6. An employee retiring during the interim for reasons of disability or normal retirement shall be entitled to a prorated earned vacation.
- Section 7. Vacation days must have prior approval from the supervisor and the number of employees absent from any one (1) building or work area, on any given day, may be limited based on the needs as determined by the supervisor. Employees denied a vacation may request a review of the request by the Director of Human Resources.
- Section 8. Employees must repay the District for any vacation leave used but not earned at the time of separation.

ARTICLE VIII.

HOLIDAYS:

There shall be eight (8) paid holidays for employees who are not 12-month employees: Labor Day, Thanksgiving Day, Thanksgiving Friday, Winter break holiday, New Year's Eve, New Year's Day, Martin Luther King Jr.'s Day or Presidents' Day, and Memorial Day.

Employees who are employed on a twelve (12) month basis and working forty (40) hours per week shall be paid thirteen (13) holidays. Those days shall consist of Independence Day, Labor Day, Thanksgiving Day, Thanksgiving Friday, Two Winter break Holidays, New Year's Eve, New Year's Day, Martin Luther King Jr.'s Day, Presidents' Day, Spring Holiday, Memorial Day, and Juneteenth.

Employees receive their regular daily rate of pay for all holidays.

In the event that any of the above-referenced holidays fall on a day school is in session, consistent with the school calendar, an alternative day will be designated by the employer following a meet and confer session with the union steward.

ARTICLE IX.

SENIORITY:

- Section 1. The Board recognizes that the purpose of seniority is to provide a declared policy as to the order of promotion, layoff and recall of employees, and for consideration in advancement or promotion (if the employee is qualified).
- Section 2. In the event that a layoff becomes necessary, the least senior employee in the affected classification (both 12-month vs. non-12-month and bilingual vs. non-bilingual) and, if applicable, language group, shall be laid off first. Employees classified as 12-month employees shall have the right to bump the least senior non-12-month employee in their job and language classification, provided the 12-month employee has greater seniority than the non-12-month employee.
- Section 3. If any openings subsequently occur, the laid-off employee with the most continuous service shall be recalled first, provided they have the language skills for the open position.
- Section 4. Employees on layoff status will retain recall rights for a period of two (2) years from the date of layoff. If an employee without good reason fails or refuses to return to work when recalled within five (5) days after the notice of recall, the employee shall lose their seniority rights. Only vacancies from the employee's original classification that are turned down shall result in an employee losing their seniority and recall rights (e.g., an employee who was a 12-month employee and was laid off would not lose seniority and recall rights if they turned down a non-12-month position, and vice versa). The Board shall determine what constitutes a good reason for failure to return to work when the employee has been recalled. Good cause shall include, but not be limited to, temporary illness and temporary

absence from the city or appropriate notice of resignation to a current employer, not to exceed two weeks.

Section 5. Definitions

Seniority Date: The date of employment in the bargaining unit.

Classifications: 12-month vs. non-12-month employment and bilingual vs. non-bilingual.

Language Group: The language(s) that a given employee is hired to use in their employment with the District (e.g., English, Spanish, Somali).

ARTICLE X.

VACANCIES:

New positions or vacancies will be posted on the District website for a period of five (5) days. Additional hours per day added to part-time positions of up to one (1) hour per day added to the annual calendar assignment are not required to be posted.

Applications of the interested parties should be submitted via the District's applicant tracking system.

Any internal applicant not selected for a position has the right to request through the Union Steward the reasoning behind the administration's decision, with the intent being to increase or correct any qualifications that are lacking in order to be considered for future job postings.

ARTICLE XI.

BENEFITS:

Section 1. Eligibility

- (a) An employee must be assigned to work more than 14 hours per week and complete 30 calendar days of employment in order to be eligible to enroll in the District's fringe benefit programs. The employee will be eligible for benefits on the 1st of the month following the completion of the 30 days referred to above.
- (b) An employee must pay the employee's portion of premium for medical/dental coverage one (1) month in advance, if the employee's

earnings are not sufficient to cover any monthly premium amount which exceeds the District's maximum contribution.

- (c) Part-time employees working more than 14 hours per week but less than 40 hours per week shall be eligible for medical, dental and life insurance plans. The monthly District contribution will be provided according to the number of hours assigned of the 40 hour week. If the premium for the medical benefit plan selected is less than the maximum District contribution specified in Section 2, then the monthly premium will be prorated according to the number of hours assigned of the 40 hour week. For the purposes of calculating benefits for this section, all hours worked based on regularly assigned hours in any benefit-eligible position in the District will be included.

Section 2. Medical Benefits

- (a) The District shall provide a program of single and dependent medical benefit insurance. The District will select the insurance carrier and policy after considering the recommendations of the Medical and Dental Benefits Committee. Any modifications to the deductible amounts and plan options during the term of the contract may be agreed upon via a Memorandum of Agreement between SEIU 284 and the District.
- (b) Participation in the District insurance program is voluntary on the part of the employee. No additional compensation will be made to those who choose not to accept any or all portions of the program.
- (c) The District shall offer at least one deductible medical benefit plan coupled with a VEBA Trust. Each employee who chooses to enroll in a deductible/VEBA plan shall receive a District contribution to a VEBA account set up for that employee. The following provisions shall apply to the deductible/VEBA plan offered by the District:
 1. Single Coverage: The District shall pay the full cost of the single premium for the high-deductible plan. For information purposes only, this is the Plan A option during the 2024-2025 school year. In addition, the District will make a \$1,000 annual contribution, paid on a semi-annual basis, to the employee's VEBA account. Effective July 1, 2025, the District will make a \$1,250 annual contribution, paid on a semi-annual basis, to the employee's VEBA account.
 2. Dependent Coverage: The District shall pay \$1,300.00 per month toward the cost of the dependent premium for the deductible plan. In addition, the District will make a \$1,250 annual

contribution, paid on a semi-annual basis, to the employee's VEBA account.

Effective July 1, 2025, the District shall pay \$1,600.00 per month toward the cost of the dependent premium for the deductible plan. Effective July 1, 2025, the District will make a \$1,500 annual contribution, paid on a semi-annual basis, to the employee's VEBA account.

3. The employer will contribute up to \$6.00 per month to the VEBA trust for administrative fees for all individuals employed by the District and covered by this master agreement at the time the administrative fee is due. Individuals not employed at the time of the administrative fee charge will have the fee deducted from the VEBA account.

Each employee enrolled in the program shall contribute, through payroll deduction, any premium amount which exceeds the District maximum contribution. Enrollment in the program shall be on an annual basis.

- (d) The District will contribute toward a post-employment Health Reimbursement Account (HRA) established for the individual with a third-party administrator identified by the District. Funds will accrue in the individual's account and become available to the employee at time of separation from the District. The District will make contributions to the account as follows:

1. \$2,500 at the completion of 10 years in the District; and
2. \$250 at the completion of each additional year of experience in the District.
3. The amounts above in 1. and 2. will be prorated based on the employee's FTE for the period covered.
4. The District makes no representations or guarantees regarding the tax qualified status of any Health Reimbursement Account selected.

Section 3. Dental Insurance

The District will purchase dental insurance for all full time employees and their dependents. The District shall contribute to a maximum of \$59.00 per month effective July 1, 2024 for a plan based on a composite bid quotation. If the composite cost exceeds the District contribution, the

excess amount shall be prorated on a monthly basis among the employees with dependent coverage.

Section 4. Life Insurance

Employees working 14 or more hours per week will receive a five thousand dollar (\$5,000) term life insurance policy.

Section 5. Medical and Dental Benefits Committee

A representative from the Outreach Worker bargaining unit may serve on the Medical and Dental Benefits Committee.

Section 6. Tax Sheltered Annuities

- (a) All personnel may participate in the Tax Sheltered Annuities program.
- (b) All employees who wish to enter the Tax Sheltered Annuity program for the first time on a non-matching basis, must complete the District and company forms provided for this purpose and must submit the District forms to the Human Resources office. Entry into the program may occur at any time. The District Tax Sheltered Annuity Form must be completed and returned to the District Human Resources office at least thirty (30) days before the payroll date on which the tax deduction is to begin.
- (c) An employee who has filed the District Tax Sheltered Annuity program form shall have that program automatically continue for the identified dollar or percentage amounts as indicated on the form until changed or cancelled. A new form will be needed each year only if the individual wishes to make a change in the present plan, i.e., carrier, dollar amount or percentage.
- (d) The District will contribute on a matching basis up to 1% of salary for all outreach worker employees beginning after five (5) years of employment and up to 2% of salary upon completion of eight (8) years of employment. Initial entry or re-entry into the District matching program shall occur on September 1 or January 1 of each year provided the District Tax Sheltered Annuity form is submitted to the Human Resources office 30 days in advance.

ARTICLE XII.

RETIREMENT:

- (a) An individual who has at least ten years of credited experience in Richfield Public Schools, is at least age fifty-five (55), and is employed as an employee in this bargaining unit at the time of their resignation shall receive severance pay upon resignation. For purposes of this section, credited experience is defined as the number of years the employee works more than 14 hours per week. The amount of severance pay shall be based on the individual's accrued sick leave. Accrued sick leave shall mean the number of days the individual has accumulated at the effective date of retirement. The individual's severance pay shall be the sum of the applicable amounts determined by the provisions of both Subdivisions (c) and (d).

Severance pay is considered earned only after the employee completes active employment through the board-approved retirement date.

- (b) For Outreach Workers Subdivisions (c) and (d) will be prorated in relationship to the number of hours worked at the time of retirement, for example:

1. Eight (8) hour personnel – 100%
2. Seven (7) hour personnel – 7/8
3. Six (6) hour personnel – 3/4
4. Etc.

- (c) The individual shall multiply accumulated sick leave by the appropriate percentage indicated below. The product of this multiplication shall then be multiplied by fifty (\$50.00) dollars to determine the severance pay for this Subdivision. In no case, however, shall the benefit from this Subdivision exceed seven thousand and five hundred dollars (\$7,500).

Ninety percent (90%) of accrued sick leave

- (d) An individual who has at least fifteen (15) years of credited experience as defined earlier in this section in the Richfield School District shall be paid the following amount as defined in Subdivision (a).

\$3,500

Approved unpaid leave of absence shall not detract from credited experience except for layoffs during the traditional school year.

- (e) The individual shall receive the amount of severance pay in one (1) lump sum payment within thirty (30) days of the last date of employment by the District.

If an individual dies before all of a portion of the severance pay has been disbursed, that balance due shall be paid to a named beneficiary or, lack of same, to the deceased's estate.

(f) The provisions of the Richfield Public School retirement Article shall apply to resignations for retirement for 2024-2025 and 2025-2026.

ARTICLE XIII.

DISCIPLINE:

Section 1: Just Cause

The Employer shall have the right to discipline employees for just cause. Due process shall be provided.

Section 2: Advance Notice of Anticipated Action

Before an outreach worker is disciplined, beyond verbal notification, they are entitled to advance notice of the anticipated action. Notice can be either oral or written and should include the following:

- (a) Explanation of concerns;
- (b) Explanation of evidence supporting such concerns; and
- (c) Opportunity for the outreach worker to present their side of the story or defense.

Section 3: Discipline Levels

The Employer recognizes the need for progressing through a series of levels. Normally, the Employer will utilize the levels for discipline in the order listed below, but the specific level chosen is within the discretion of the superintendent or a designee. Circumstances surrounding each individual case will affect the level chosen.

Levels of Discipline:

- (a) Written Reprimand.
- (b) Suspension without pay.
- (c) Termination.

Section 4: Miscellaneous

- (a) Employees will be informed of the right to have a Union representative present at each level of discipline.
- (b) Employees may grieve any level of discipline through the procedures of Article XIV (Grievance Procedure).
- (c) Employees who are to be terminated shall be notified in writing of such action together with a statement of the reason(s) for the discharge.
- (d) Termination during the probation period shall not be grievable.
- (e) Employees may be suspended with pay during investigations. It is understood that suspension with pay does not constitute discipline.

ARTICLE XIV.

GRIEVANCE PROCEDURE:

Section 1. Definition

A grievance shall mean a written complaint by an employee, group of employees, or the union that there has been a violation, misinterpretation, or misapplication of this agreement.

Section 2. Timelines

Within fifteen (15) working days following knowledge of the act or condition, which is the basis of the complaint, the grievant may file a grievance beginning at Step 1 and proceeding through each succeeding step until the grievance has been resolved. Except by mutual agreement, failure by the employer at any step to communicate a decision within the specified time limit shall permit the grievant to proceed to the next step; likewise, failure by the grievant at any step to appeal a grievance to the next step within the specified time limit shall be considered acceptance of the decision at that step. The time limits for decision or appeal are as follows:

- Step 1 - ten (10) working days
- Step 2 - ten (10) working days
- Step 3 - ten (10) working days

Decision or appeal should be completed as soon as possible but shall not exceed the time limit specified.

Section 3. Steps

Step 1: The cognizant supervisor. The cognizant supervisor shall be the individual directly responsible for the operation of the department in which the grievant works.

Step 2: The Director of Human Resources

Step 3: The Superintendent of Schools or designee.

Step 4: Arbitration under the Public Employment Labor Relations Act incorporating the use of one arbitrator; the arbitrator's award being final and binding upon the parties.

Section 4. Union Representation, Intervention and Initiation

The grievant shall have the right of union representation at each step. The union shall have the right to intervene and present its position at any step in the grievance procedure. The union itself may initiate a grievance on any matter affecting the application or interpretation of this Agreement.

Section 5. Reprisals

No reprisals shall be invoked against any employee for processing a grievance.

Section 6. Cost of Transcript

The cost of a transcript of the arbitration shall be borne by the party demanding the transcript. If no demand is made, but a transcript is required, the cost shall be shared equally by the parties involved.

ARTICLE XV.

DURATION:

THIS AGREEMENT shall be in force from July 1st, 2024, through June 30, 2026, and shall continue as is from year to year unless either party shall notify the other in writing sixty (60) days prior to expiration date of their desire to re-open negotiations.

OUTREACH WORKER CONTRACT DOCUMENT AUTHORIZATION

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

For: Service Employees International Union 284
450 Southview Boulevard
South St. Paul, MN 55075

For: Richfield Public Schools #280
401 70th St. W.
Richfield, Minnesota 55423



Union Representative



Board of Education Chairperson




Union Representative



Board of Education Clerk



Union Representative



Superintendent of Schools



Union Representative

Dated this 25 day of Novemb., 2025

Dated this 1 day Dec., 2025

A MEMORANDUM OF AGREEMENT

The Memorandum of Agreement (“MOA”) is entered into by and between the Service Employees International Union Local 284 (“Union”) and Independent School District No. 280, Richfield Public Schools (“District”).

WHEREAS, the Union and the District (collectively, “the parties”) are parties to a collective bargaining agreement which expires on June 30th, 2026, and continues in effect thereafter until superseded by a successor, governing the negotiated terms and conditions of employment for Outreach Workers (“Employees”) who are employed by the District (“the CBA”, which refers both to the 2024-2026 CBA and its successors and, unless years are specified, should be understood to refer to whichever CBA is currently in effect); and

WHEREAS, during the 2023 legislative session, the state of Minnesota adopted new statutes, which were amended in 2024, governing the accrual and use of earned sick and safe time (“ESST”), namely Minnesota Statutes 181.9445 – 181.9448; and

WHEREAS, in the course of bargaining the CBA, the parties agreed to change the language in the CBA governing the use of sick leave to more closely align with new statutory language; and

WHEREAS, the parties further agreed to enter into this MOA to govern the use of sick leave in case the statutes identified here are ever revised during the terms of this MOA in a way that the language in the CBA would cause employees to have worse sick leave benefits than they had prior to the implementation of the 2024-26 CBA.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained within this MOA, the Union and the District agree to the following provisions governing the impact of any future changes to the statutes identified here:

1. The parties will meet and confer on whether the MOA is still necessary, should be altered, or has been triggered whenever new applicable statutes are passed, existing statutes are amended, or the leave language in the CBA is changed.
2. This MOA will be triggered if, during the term of this MOA, the interaction of state sick leave laws and the language in the CBA ever cause employees to have worse sick leave benefits on the whole than they had under the terms of the 2023-2024 Summary of Salary & Benefits Outreach Workers.
3. If this MOA is ever triggered by the terms of Item 2 of the MOA, then the following provisions of the 2024 Summary of Salary & Benefits Outreach Workers will take effect, but in no event shall this result in an employee receiving duplicative benefits:

Section 1. Sick Leave

- (a) Sick leave allowance of ten (10) days per year, accumulative, shall be allowed.
- (b) Days of sick leave shall be credited when the school year starts. Employees who work less than the full school year shall receive sick leave on a pro rata basis.
- (c) An employee who has been employed by the District for the most recent 12 month period and holds a 0.5 FTE or greater position may use up to twenty (20) days of accumulated sick leave during the school year as is medically necessary to care for an ill spouse, parent, step-parent, parent-in-law, sibling, grandchild, or grandparent.
- (d) An employee who has not been employed by the District for the most recent 12 month period and/or who does not hold a .5 FTE or greater position may use up to five (5) days in any one year of earned sick leave for illness in the immediate family. The immediate family shall include wife, husband, child, brother, sister, parent, guardian, or parent-in-law. These days will be deducted from available personal leave in Section 2.

Section 2. Personal Leave

Up to five (5) days in any one year of earned sick leave may be used for:

- (a) Death of a friend or relative.
- (b) Personal leave shall be granted for an appearance in court as a witness or in cases of legal action where it is mandatory that the employee be present.
- (c) Each employee may be granted two (2) days of personal leave per year to handle important personal matters that cannot be taken care of in a regular day. Such leave must be requested in writing and have advance approval by the Human Resources office. The specific reason(s) for the leave need not be listed if the leave request is of a personal or private nature and may be waived following a consultation with the Human Resources office.
- (d) After five (5) in any one year, full deduction will be made. In the event an employee expends all available personal leave days during the school year and has a unique circumstance that requires absence from work, the Outreach Worker may request up to five (5) additional days of accumulated sick leave be made available during the year. Determination regarding eligibility for additional days of absence will be at the discretion of the District.

4. If Item 2 of this MOA is triggered, then when the current CBA expires, the parties will meet and negotiate in good faith on how to include sick, personal, and bereavement leave in future CBAs.

This MOA will take effect upon signature by both parties and will remain in effect until Item 2 has been triggered and then Item 4 has been fulfilled or until the successor to the CBA in effect on June 30, 2036, has been ratified by both parties and has taken effect, whichever is earlier. However the expiration of the MOA is triggered, it shall remain in effect until all grievance and arbitration timelines have been exhausted to contest that the conditions of the MOA have been faithfully carried out.


In the event any person asserts that a provision of this MOA is ambiguous, this MOA must be construed to have been drafted equally by all parties.

The parties recognize that this MOA is arising out of unique circumstances and therefore cannot be construed by either party in any proceeding, negotiation, or grievance as creating any past practice or establishing a precedent that in any way binds either party.

This MOA is enforceable under the grievance and arbitration procedures in the CBA and can be used in any proceedings for the purposes of its own enforcement.

This MOA constitutes the entire agreement between the parties relating to the subject matter addressed in this MOA. This MOA controls to the extent that it conflicts with the terms of the CBA. No changes to this MOA are valid until they are in writing and are signed by both parties.

The provisions of this MOA shall be severable if any provision hereof or the application of any such provision under any circumstances is held invalid by a court of competent jurisdiction it shall not affect any other provisions of this agreement or the application of any other provision hereof.



Craig Holje
Senior Executive Officer
ISD 280



Hal Goetz, Contract Organizer
SEIU Local 284

12/2/25

Date

November 25, 2025

Date

A MEMORANDUM OF AGREEMENT

The Memorandum of Agreement (“MOA”) is entered into by and between the Service Employees International Union Local 284 (“Union”) and Independent School District No. 280, Richfield Public Schools (“District”).

WHEREAS, the Union and the District (collectively, “the parties”) are parties to a collective bargaining agreement which expires on June 30th, 2026, and continues in effect thereafter until superseded by a successor, governing the negotiated terms and conditions of employment for Outreach Workers (“Employees”) who are employed by the District (“the CBA”); and

WHEREAS, in the course of bargaining the CBA, the parties agreed to implement a retention incentive.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained within this MOA, the Union and the District agree to the following provisions:

1. Employees who were employed as of June 30, 2025, will receive the retention incentive payment during the 2025-2026 contract year according to their work schedule during the 2025-2026 contract year as laid out below:
 - a. Non-12-month employees: \$1,100
 - b. 12-month employees: \$1,600
2. The following Employee shall receive a further \$1,200 during the 2025-2026 contract year:
 - a. Shirley Bartlett
3. The retention incentive payment identified in Items 1 and 2 of this MOA will be prorated based on an 8-hour day for those employees who work less than 8 hours per day during the 2025-2026 contract year (e.g., a non-12-month employee who worked 4 hours per day would receive \$550.00). The retention incentive payment will also be prorated based on the number of days worked during the 2024-2025 contract year for employees who were not employed for the entirety of their 2024-2025 contract year.
4. Employees will receive any compensation they are due per this MOA in even installments during the 2025-2026 contract year, beginning on the first paycheck after this MOA takes effect where the District is able to implement the changes and continuing until the last paycheck an Employee receives for work performed during the 2025-2026 contract year.
5. Employees who are eligible for payment per this MOA and whose employment in this bargaining unit ends for any reason before the end of their 2025-2026 contract year will not receive the remainder of their pay per this MOA that they have not already received.

This MOA will take effect once the CBA has been fully executed and this MOA has been signed by both parties, and will remain in effect until all eligible Employees have received the compensation they are due under this MOA. The MOA shall remain in effect until all grievance and arbitration timelines have been exhausted to contest that the conditions of the MOA have been faithfully carried out.


In the event any person asserts that a provision of this MOA is ambiguous, this MOA must be construed to have been drafted equally by all parties.

The parties recognize that this MOA is arising out of unique circumstances and therefore cannot be construed by either party in any proceeding, negotiation, or grievance as creating any past practice or establishing a precedent that in any way binds either party.

This MOA is enforceable under the grievance and arbitration procedures in the CBA and can be used in any proceedings for the purposes of its own enforcement.

This MOA constitutes the entire agreement between the parties relating to the subject matter addressed in this MOA. This MOA controls to the extent that it conflicts with the terms of the CBA. No changes to this MOA are valid until they are in writing and are signed by both parties.

The provisions of this MOA shall be severable if any provision hereof or the application of any such provision under any circumstances is held invalid by a court of competent jurisdiction; it shall not affect any other provisions of this agreement or the application of any other provision hereof.



Craig Holje
Senior Executive Officer
ISD 280



Hal Goetz, Contract Organizer
SEIU Local 284

12/2/25

Date

November 25, 2025

Date