St. Louis Park Public Schools

# 2025-2027

# AGREEMENT

# Between

# INDEPENDENT SCHOOL DISTRICTNO. 283

# St. Louis Park, Minnesota

# and

# CAPS-Clerical/Administrative Assistants

## Effective July 1, 2025 through June 30, 2027

**Board Approved: 01/13/2026**

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# ARTICLE 1 - PURPOSE

**1.1. Parties:**
This agreement is entered into between the St. Louis Park Public Schools, Independent School District No. 283, St. Louis Park, Minnesota, hereinafter referred to as the District, and the Clerical/Administrative Assistants of Park Schools, hereinafter referred to as CAPS, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as P.E.L.R.A., to provide the terms and conditions of employment for Administrative Assistant and clerical personnel during the duration of this Agreement.

# ARTICLE 2 - DEFINITIONS

**2.1. School Board or District:**
For purposes of this Agreement, the terms District or School Board shall mean the School Board or its designated representative.

**2.2. Clerical/Administrative Assistant Personnel:**
For purposes of this Agreement, the term personnel or employees shall mean those employees included in the appropriate unit and represented by the exclusive representative.

**2.3. Seniority:**
For purposes of this Agreement, the term seniority shall mean the accumulation of continuous years of service in a position covered by the CAPS employee contract in positions of 20 or more hours per week. Seniority shall not apply to employees whose positions are funded by state and/or federal project grants (See Article 15.2 Seniority).

**2.4. Appropriate Supervisor:**
For purposes of this Agreement, the term appropriate supervisor shall mean the building principal or other immediate supervisor as designated by the District.

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

# ARTICLE 3 - RECOGNITION OF EXCLUSIVE REPRESENTATIVE

**3.1. Recognition:**
In accordance with P.E.L.R.A., the District recognizes CAPS as the exclusive representative of classified administrative assistant and secretarial/clerical personnel, as defined in Section 3.2., employed by the District. CAPS shall have those rights and duties as prescribed by P.E.L.R.A. and as described in the provisions of this Agreement.

**3.2. Appropriate Unit:**
CAPS shall represent all classified administrative assistant and any secretarial/clerical staff of Independent School District No. 283, St. Louis Park, Minnesota who are employed for more than fourteen (14) hours per week or thirty-five percent (35%) of the normal work week in the employee bargaining unit, and for more than sixty-seven (67) workdays per year, including those on leave of absence who are guaranteed a position upon their return. The current job titles, as of the ratification of this Agreement, are listed in Appendix A.

# ARTICLE 4 - DISTRICT RIGHTS

**4.1. Inherent Managerial Rights:**
In compliance with P.E.L.R.A. 179A. 07, Subd. 1, the parties recognize that the School Board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel, and that all management rights and management functions not expressly delegated in this Agreement are reserved to the District.

**4.2. Management Responsibilities:**
The parties recognize the right and obligation of the School Board to efficiently manage and conduct the operation of the District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the District.

**4.3. Effect of Laws, Rules and Regulations:**
The parties recognize that all employees covered by this Agreement shall perform the services prescribed by the District in their job descriptions. The parties also recognize the right, obligation and duty of the School Board and its duly designated officials to promulgate reasonable rules, regulations, directives and orders from time to time as deemed necessary insofar as such reasonable rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. The parties further recognize that the District, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, federal laws, rules and regulations of the Minnesota Department of Education and valid rules, regulations and orders of state and federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives and orders shall be null and void and without force and effect.

## ARTICLE 5 - EMPLOYEE RIGHTS

**5.1. Right to Views:**
In compliance with P.E.L.R.A. 179A.06, Subd. 1, nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or that employee's 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 CAPS.

**5.2. Right to Join:**
In compliance with P.E.L.R.A. 179A.06, Subd. 2, personnel shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations.

**5.3. Request for Dues Deduction:**
In compliance with P.E.L.R.A. 179A.06, Subd. 6, personnel shall have the right to request and be allowed dues deduction for CAPS provided that dues deductions and the proceeds thereof shall not be allowed to CAPS if it has lost its right to dues deductions pursuant to 179.19, 5 Subd. 7 of P.E.L.R.A. Upon receipt of a properly executed authorization card of the employee involved, the District will deduct from the employee's paycheck the dues that the employee has agreed to pay to CAPS during the period provided in said authorization.

**5.4. Direct Deposit:**
The District shall allow a direct deposit to a credit union or to other eligible banking institutions that accept standard ACH deductions.

**5.5. Personnel Files:**
All evaluations and files generated within the District relating to each employee shall be available during regular school business hours to each individual employee upon reasonable notice. The employee shall have the right to reproduce any of the contents of the files at the employee's expense, and to submit for inclusion in the file written information in response to any material contained therein. The District may destroy such files as provided by law.

**5.6. School Buildings and Facilities:**
CAPS shall have the right in accordance with established regulations to reasonable use of school buildings and facilities provided such use shall not interfere with normal school activities or functions. The District reserves the right to assess charges for additional custodial expense or for other additional operational expense beyond normal maintenance costs resulting from such use.

**5.7. Private and Personal Life:**
The private and personal life of an employee is not within the appropriate concern of the District providing such private and personal life does not adversely affect the employee's performance or ability to perform.

**5.8. Information Requests:**
In compliance with P.E.L.R.A. 179A.13, Subd. 2 (11), CAPS shall have access, upon reasonable notice, to appropriate any available financial information, not deemed confidential, necessary for CAPS to exercise its responsibilities as exclusive representative. If requested by CAPS, 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.

## ARTICLE 6 - THE WORK YEAR

**6.1. Employee Duty Days:**
The employee shall perform services on those days as determined by the District, including those legal holidays on which the District is authorized to conduct school, and pursuant to such authority has determined to conduct school.

**6.2. School Closings:**
When District buildings are closed to students due to extreme weather or other emergency conditions, employees are required to report for duty unless the District has announced that operations are closed for all employees. In the event of a school closing, employees shall report for duty unless otherwise notified by their direct supervisor.

Employees who are not directed to report for duty shall receive their regular pay for up to five (5) days of school closing, or such days shall be made up if all other employees are required to make up those days.

If the School Board or its designated representative determines that days lost due to school closings must be made up, employees shall be required to work the designated make-up days without additional compensation, as they have already received payment for those days.

**6.3. No Call/No Show:**
Unless exigent circumstances exist, employees who fail to report to work for three (3) consecutive work days who are not on an approved leave of absence and who have not notified their supervisor will be given notice, via email and US Mail, that without contact to their supervisor or human resources they will be considered resigned five workdays from the date the letter is postmarked. The date of the 5th workday will be specified in the letter, and the letter will be sent to the address the employee has on file with Human Resources.

**6.4. Holidays:**

A. Eligibility: In order to be eligible for holiday pay, an employee must be employed at least 20 hours per week and the holiday must fall within the employee's normal work year. The employee must have worked the employee's regular work day before and after the holiday, unless the employee is on paid leave or vacation under the provisions of this Agreement.
B. Holidays shall include: Independence Day (July 4) *, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Dr. Martin Luther King Jr. Day, Presidents Day, Spring Break Holiday (last Friday of Spring Break), Memorial Day and Juneteeth (June 19) *.
C. Independence Day and Juneteeth would not typically be a paid holiday for employees working less than 12-month work years, unless specifically designated in their work year. However, Juneteenth (June 19) and Independence Day (July 4) will be a paid holiday for an employee scheduled to work during the work-week that includes either of these designated holidays.
D. School in Session: The District reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof. Any scheduled holiday that falls within an employee's vacation period shall not be counted as a vacation day.

## ARTICLE 7 - THE WORK DAY

**7.1. Work Hours:**

The specific work hours for each employee may vary according to the needs of the District. Human Resources will create the overall work year calendar and hours for the employee. Employees shall be notified approximately two weeks prior to their assignment of the school year as to the assigned building, starting date, daily hours, wage rate, and number of days employed, or as much of such information as has been determined at that time. The appropriate supervisor will designate the hours and may provide flexibility around the employee's actual work day calendar that benefits the program and the employee. In the event of a change in assignment, employees shall be given written notice of at least five (5) days. In an emergency, the District shall notify an employee of an assignment change and follow-up within five (5) days with the change in writing.

**7.2. Rest and Meal Breaks:**

A. Rest Breaks: Employees shall have a fifteen (15)-minute rest break, or to otherwise be relieved from work duties to utilize the nearest convenient restroom within each four (4) consecutive hours of work.
B. Meal Break: Employees working six (6) or more consecutive hours are entitled to a duty-free lunch break of thirty (30) minutes without pay, at a time assigned by the supervisor, and occurring approximately at the midpoint of the shift.
C. Stacking of Breaks: Employees cannot combine their break periods and/or lunch periods to create a longer lunch break period or to arrive late or leave early.

**7.3. Work Week:**

The maximum work week for full-time employees shall be forty (40) hours per week and no more than five (5) days per week.

## ARTICLE 8 - BASIC COMPENSATION

**8.1. Rates of Pay 2025-2027:**

The wages and salaries reflected in Schedules A & B attached hereto, shall be part of the agreement for the 2025-2026 and 2026-2027 school years.

Effective school years 2025-2026 and 2026-2027, employees shall advance on the salary schedule one step (1) for each year of the agreement subject to the right of the School Board to withhold increments for just cause. An increment shall not be withheld unless the employee is notified of the deficiency in writing and given reasonable opportunity to correct the deficiency. Any employee who is not satisfied with the outcome of this procedure may file a grievance on the matter.

**8.2. Anniversary Date:**

The anniversary date for all employees shall be July 1. For new employees, they must have been employed before February 1 to advance on the salary schedule the following July 1. For returning employees, to advance to the next step on the anniversary date, a twelve (12) month employee must have completed not less than six (6) months of service (1,000 paid hours or at least 50% of the employee's normal FTE) prior to the anniversary date. Personnel employed for less than twelve (12) months per year shall have completed not less than four and one-half (4-1/2) months of service (780 paid hours or at least 50% of the employee's normal FTE) prior to the anniversary date.

**8.3. Method of Payment:**

A. Employees shall be paid in twenty-four (24) payments, such pay days to be on the fifteenth (15th) and last day of each month.
B. Employees hired prior to January 1, 2016 who were regularly employed for less than two hundred (200) days per year and elected to receive their salary in nineteen (19) equal payments may continue on this plan. Each year as of July 1, employees will be given the choice to change to the 24-payment plan. Once the employee moves to the 24-pay option they will remain on that pay plan.
C. In the event that pay dates fall on a weekend or holiday, the payday shall be the preceding workday.

D. The District may choose to move payroll to paying every other Friday, instead of the 15th and last day of each month. In the event the District plans to move pay dates, it will give CAPS not less than one year of notice and meet and confer on the plan for implementing the change.

**8.4. Deduction:**
In the event that an employee is absent without leave and a pay deduction is to be made for such absence, the amount of the deduction shall be one (1) hour's pay for each such hour's absence. If an employee leaves employment and has used more days than credited for sick leave or vacation or has unpaid debts, such as, school lunch account, then the pay deduction will be made from the final check.

**8.5. Initial Placement:**
New employees hired after July 1, 2021 may be placed on any of the first seven steps of the salary schedule based on experience and qualifications to be determined by Human Resources. The Human Resource Department will notify CAPS of placements above Step 1. In the event that the District has the need to hire someone in a classification above Step 7, then Human Resources will meet and discuss the relevant criteria for initial step placement. If placing a new employee at Step 8 or above, then CAPS and the District must mutually agree to the placement. CAPS will provide the contact information for the CAPS Executive Board Members and CAPS agrees to respond to request from HR within 24 hours. The years of outside experience granted at the time of initial placement will be recorded and counted toward the total years of service completed in the District.

A CAPS employee who has separated employment with the District and is rehired to a CAPS position within the next 36 months from the separation date shall be allowed to return with salary placement on at least the step at which they left, or a higher appropriate step placement based on the experience and step advancement in this Article.

This provision shall not be retroactive.

**8.6. Step Placement Upon Promotion:**
An employee who is promoted to a higher paid classification shall be placed on the step in the new class that provides at least a 5% increase in pay per class movement (example: a 5% increase for movement from Class 2 to Class 3 or a 10% increase for movement from Class 2 to Class 4).

**8.7. Step Placement Upon Demotion:**
An employee who is demotes or moves to a lower paid classification shall be placed on the highest step in the new lower pay class after calculating a five percent (5%) decrease in pay.

## ARTICLE 9 - EXTRA COMPENSATION AND ASSIGNMENT

**9.1. Overtime:**
Scheduled overtime work after forty (40) hours per week and on Saturdays, Sundays, or designated holidays, shall be paid at the rate of time and one-half (1-1/2). The payment of overtime may be in salary or accrued and used as compensatory time off to be scheduled with the employee's supervisor.

**9.2. Working Above Classification:**
When an employee covered by this Agreement, is officially assigned by their supervisor to fill in for the temporary absence of a higher classified employee in this bargaining unit for more than five (5) days, the employee assigned by their supervisor as the replacement shall be paid a premium starting on the sixth day of work in that assignment. The Working Above Classification Premium above the employee's current basic salary step rate shall be 5% for working one classification higher or 10% for working two or more classifications higher. In the event that the supervisor knows from the start that the assignment will be longer than five days, then the employee will receive the higher pay from the first day of the assignment in the higher classification. It is the responsibility of the supervisor to notify Human Resources of the starting date for the working out of classification assignment.

**9.3. Jury Duty:**
An employee who serves on jury duty will be granted the day or days necessary, as stipulated by the court to discharge this responsibility, without any salary deduction or loss of basic leave allowance. The compensation

received for jury duty service shall kept by the employee. If an employee is released from jury duty for a full or half day, the employee shall report back to work for the remainder of the day while on paid status.

**9.4. Professional Development Day:**
Employees will be allowed one (1) paid day per year for elective conferences or training, not including required training or conferences, with Principal/supervisor approval. This day shall not be deducted from vacation or personal leave days.

**9.5. Certified Administrative Professional:**
Any employee who achieves a Certified Administrative Professional, formerly known as Certified Professional Secretary (CPS), rating and is serving in a position covered by this agreement shall receive a wage increment of an additional $.15/hr. The employee is required to turn in a copy of the certification to Human Resources. In the event that the certification expires, the employee must renew and provide a copy of the active certification. The payment will begin the first pay-period after Human Resources receives a valid certificate.

**9.6. Expense Reimbursement:**
In the event that the CAPS member is required to have a personal cell phone available and to be accessible for calls during the workday, then the employee may be reimbursed up to $50/mo. in expenses for the use of the cell phone during working hours. The employee must provide receipts and will be reimbursed quarterly.

**9.7. Retention Stipend:**
*Effective July 1, 2026:* A CAP-Clerical employee will qualify for a retention stipend above the CAP-Clerical's salary schedule matrix rate after completing the designated number of full years of experience credits, as of July 1 of any year. Retention stipend is non-cumulative and will be divided out over each check. The amounts below will be prorated for assignments of less than 12 months and 1.00 FTE.

- After completing 10 years of credited service with the District - $ 1,100
- After completing 15 years of credited service with the District - $ 3,750
- After completing 20 years of credited service with the District - $ 4,300
- After completing 25 years of credited service with the District - $5,300

## ARTICLE 10 - VACATIONS

**10.1. Eligibility:**
**Group A:** Forty-six (46) through fifty-two (52) week - scheduled at least 230 paid days.
**Group B:** Scheduled less than Forty-Six weeks- scheduled less than 230 paid days.

**10.2. Earned Vacation:**
**Group A**: in Section 10.1 shall accrue vacation as follows:

- 1-1/4 of a day for each month of service for each year during the first four (4) years of service (0-3 years completed) in the District, to a maximum of fifteen (15) days in any one year.
- 1-2/3 days for each month of service for each year after completing four (4) years of service in the District, to a maximum of twenty (20) days in any one year.
- 2-1/12 days for each month of service for each year after completing ten (10) years of service in the District, to a maximum of twenty-five (25) days in any one year.
- Add one additional day each year after completing sixteen (16) of service in the District to a maximum of thirty (30) days in any one-year.

**Group B:** in Section 10.1 shall accrue vacation as follows:

- Three (3) days each year during the first four (4) years of service (0-3 years completed) in the District
- Four (4) days each year after completing four (4) years of service in the District
- Five (5) days each year after completing ten (10) years of service in the District
- Eight (8) days each year after completing twenty (20) years of service in the District

**10.3. Application:**

A. Vacation accrual amounts shall be determined as of July 1, of each year.
B. If an eligible employee starts in a CAPS covered position after July 1, the employee will be given the prorated amount of vacation for the remainder of that year.
C. For those employees working four (4) or more but less than eight (8) hours per day, vacation shall accrue on a pro-rata basis.

**10.4. Other Vacation Rules:**

A. Employees must submit an online request for vacation to their supervisor using the District's Employee Time-off Portal at least four (4) days in advance. Request for vacation is subject to the approval of the supervisor.
B. Employees accrue vacation during a particular fiscal year (July 1 to June 30). Vacation accrued as of June 30 of each year will roll over to the next school year, up to a maximum of two times (2x) the employee's accrual rate in Article 10.2. The following July 1, when the new accrual is given, if the remaining days plus the new accrual amount exceeds 2x the accrual rate, then the excess days above 2x the accrual rate will be forfeited. Example, for employees who have an accrual rate of 20 days, they can never have more than 40 days in their vacation bank. If they have 25 days remaining, as of June 30th, when the new 20 days of vacation are given on July 1, the total balance would be 45 days and the five (5) excess days would be forfeited to bring the total back down to 40 days or 2x the accrual rate. This gives employees up to 24 months to use their vacation time. There will be no payment in lieu of vacation for those individuals in Group A of Section 10.1 unless mutually agreed to by the employee and the District.
C. If the employee resigns before completing six (6) months of service the employee shall not be entitled to any vacation pay and shall have the salary paid for any vacation days taken deducted from the employee's final check. An employee who has completed at least six (6) months of service shall be entitled to receive the pro-rata pay for unused vacation time provided such employee provides the District with at least two (2) weeks' advance notice of the employee's resignation time, unless such termination is by reason of death or disability. If a person leaves mid year and has used more vacation time than they have earned, the excess time paid will be deducted from their final check. The maximum payout for earned vacation time shall be no more than one year's vacation accrual rate.
D. Change in Work Year - CAPS employees moving from Group C to Group B to Group A in Section 10.1 shall accrue vacation days based on years of service in the District.

## ARTICLE 11 - GROUP INSURANCE

**11.1. Selection of Carrier:**

The selection of the insurance carrier and policy shall be made by the District.

**11.2. Insurance Eligibility:**

For purposes of ARTICLE 11, it is understood and agreed by the parties that participation in the group insurance plan as stated shall be allowed only to those employees who are employed at least thirty (30) or more hours per week (.75 FTE). For those employees working twenty (20) hours per week or more but less than thirty (30) hours per week hours per the following shall apply (.5 to .7499 FTE):

A. District contribution to the health insurance program shall be one-half (1/2) the applicable amounts stated in Sections 11.3A and 11.3B.
B. District contribution to dental insurance shall be one-half (1/2) the amount stated in Section 11.4.
C. Group income protection (LTD) as in force in Section 11.5.
D. Life insurance in one-half (1/2) the amount stated in Section 11.6.
E. For purposes of Section 11.2, it is understood and agreed that a "week" is defined as any five days in which an employee is assigned to work.

**11.3. Employer Contribution:**

The District will contribute up to the following amounts to the coverage selected by eligible employees regularly scheduled to work six (6) or more hours per day and 30 hours per week:

**District Health Insurance Program Non-Deductible/Standard Co-pay:**

| District Contributions Standard-Plan A per month | July 1, 2025 | July 1, 2026 | July 1, 2027* |
|---|---|---|---|
| Employee | $660 | $693 | $718 |
| Employee + 1 | $1,390 | $1,460 | $1,485 |
| Family | $1,800 | $1,890 | $1,915 |

**District Health Insurance Program Deductible/VEBA:**

| District Contributions VEBA-Plan B per month | July 1, 2025 | July 1, 2026 | July 1, 2027* |
|---|---|---|---|
| Employee | $725 | $769 | $794 |
| Employee + 1 | $1,475 | $1,564 | $1,589 |
| Family | $1,930 | $2,046 | $2,071 |

*contribution amounts for 7-1-2027 will be subject to bargaining in the 2027-2029 bargaining cycle.

For eligible employees who select the $1,000 Deductible Health Insurance Plan, the District will deposit $1,000 annually into an employee-owned Health Reimbursement Account (HRA) during active employment. The District will deposit that amount by September 1 of the plan year.

The eligibility and employer contributions for employees working at least four (4) hours (.50 FTE) but less than six (6) hours (.75 FTE) shall be 1/2 the amounts in this Section 11.2 including the VEBA contribution.

**11.4. Dental Insurance:**

The District shall contribute toward a portion of the premium for dental insurance for the 2031-2025 Dental Plans under the terms of the policies of insurance carried by the District for employees. The employee must enroll to receive health plan coverage. Employees may enroll in either Employee or Family coverage options. The employee shall pay the difference between the District contribution and the total cost of the dental plan coverage selected.

| District Dental Contributions per month | July 1, 2025 | July 1, 2026 |
|---|---|---|
| Employee | $56.35 | $56.35 |
| Family | $110.00 | $110.00 |

In the event that a successor agreement has not been entered into by July 1, 2027, District's contribution shall not exceed the dollar amount of the premium in effect as of July 1, 2026.

**11.5. Group Income Protection – Long Term Disability (LTD):**

A. The District shall pay the premium for the LTD insurance in force on the effective date of this Agreement for all employees who are eligible for and are enrolled in the LTD plan. Subject to the provisions of the policy, the plan provides for a benefit of 2/3 of income but with a monthly maximum of $7,500 per month.
B. When an employee is placed on long-term disability, the District shall contribute the dollar amount of single coverage in effect at the time the employee goes on disability, regardless of the employee's current level of coverage. The District shall never pay more than the single amount in effect at the time of the onset of the employee's disability. The employee is responsible for paying the monthly difference in premium to keep the insurance coverage. The District shall contribute this amount towards the group health insurance program for a period of three (3) years from date of placement on long-term disability or the occurrence of the employee's Medicare Eligibility, whichever comes first.

**11.6. Life Insurance:**

The District shall provide a group term life insurance plan providing $50,000 of life insurance for each employee employed by the District who is eligible for and is enrolled in the life insurance plan.

**11.7. Health Care Savings Plan in Lieu of Retiree Health Insurance (Hired on or after 7-1-2005:**

*Employees hired on after July 1, 2005*, and eligible for health insurance coverage will participate in a Health Care Savings Plan (HCSP) in lieu of retiree health insurance. Upon completing five years of service, employees will be automatically enrolled in the plan before the first contribution is made by the District on their behalf. Employees hired prior to July 1, 2005, and eligible for health insurance coverage who previously elected to participate in this

HCSP will continue within this program with the understanding that it will not be retroactive and that there is no re-election of the retiree health insurance program (Appendix B) in the future.

Employees who have completed full years of employment by June 30th of any year after 2005 and who are eligible for health insurance coverage will receive the following District contributions to be placed in the employee's HCSP account:

- $1,000 annually for five (5) to nine (9) completed years of service.
- $2,500 annually for 10-14 completed years of service
- $5,000 annually for 15 full years of service

District contributions are based on full-time employment and paid a pro-rated based for less than 1.0 FTE based on eligibility in Article 11.2. and also for less than the completion of a full-year.

The District is only responsible for the required contributions amounts. In the event of a District error in making the contributions, the District will correct the amounts contributed but is not responsible for any estimated gains or losses in the funds values. It is also the responsibility of the employee to track contributions amounts at least annually and notify the District promptly if the employee feels the amount contributed is incorrect, so that it can be corrected.

The maximum total District contributions to any employee's HCSP account will be $50,000.

**11.8. Claims Against the District:**

It is understood that the District's only obligation under Article 11 is to purchase insurance policies and pay such premium amounts as agreed to herein, and no claim shall be made against the District as a result of a denial of insurance benefits.

**11.9. Duration of Insurance Contribution:**

An employee is eligible for monthly District contributions as provided in ARTICLE 11 as long as the employee is employed by the District in a position covered by this agreement and is working enough hours to meet the eligibility requirements of Article 11.2. Upon termination of employment, leaving a position covered by the CAPS unit or if the hours of work drop below .5 FTE, all District participation and contribution shall cease on the last day of the month in which the employee was working in an eligible position.

**11.10. Continued Coverage:**

Employees shall be eligible to continue participation in the District health insurance plan through COBRA coverage, if permitted by the terms of the policy with the insurance carrier, by paying the entire premium for such insurance, under the following circumstances:

- The employee retires prior to the age of Medicare Eligibility
- Is at least 55 years of age; and
- Has completed at least ten (10) years continuous service in the Disrtict.

The employee's right to continue participation in such group insurance; however, shall discontinue upon reaching the age of Medicare Eligibility. The right to participation pursuant to this Section 11.10 shall not be retroactive in application.

**11.11. Marital Status:**

For employee plus one and family coverage, marriage is defined by state statute. (MN 2017 Statutes-Section 517.01)

## ARTICLE 12 - LEAVES OF ABSENCE

**12.1. Eligibility and Basic Leave Allowance:**

Sick and Safe Leave (hereinafter referred to as "Sick Leave") will be available to all employees working at least 80 hours per year. Sick leave will accrue with hours on the payroll. Employees working 12-month assignments will receive a leave allowance of fifteen (15) days and employees scheduled less than 12 months will receive twelve (12) days. Leave not used during any school year shall accumulate without limit.

Individuals who are employed after July 1 of the school year shall receive sick leave on a pro-rata basis. Individuals leaving employment prior to end of the school year shall have their leave allowance pro-rated accordingly, and used but not yet earned sick leave shall be deducted from the employee's final check.

**12.2. Sick Leave:**

A. An employee may use one (1) day of accumulated leave for each day of personal illness. An employee may use one (1) day of accumulated sick leave for each day of illness or disability of the employee's child who is less than eighteen (18) years old, for such reasonable period as the employee's attendance with the child may be necessary, on the same terms the employee is able to use sick leave benefits for the employee's own illness.

B. Basic accumulated leave pay shall be allowed by the District whenever an employee's absence is found to have been due to illness which prevented the employee's attendance at school and performance of duties on that day or days or as otherwise allowed in Section 12.2.

C. It is the responsibility of the employee to enter requested sick leave into the District's online time off system as soon as possible, but typically before the start of the employee's scheduled shift start time. Falsifying time off requests or repeatedly not entering time off would be grounds for corrective action

D. The District may require an employee to furnish a medical certificate as evidence of illness, indicating such absence was due to illness, in order to qualify for basic accumulated leave pay.

E. In the event that a medical certificate will be required, the employee will be so advised in writing.

F. For necessary absence because of illness in the immediate family, the employee, upon approval of the responsible administrator, may use up to six (6) of the days from accumulated leave allowance in any one school year at no salary deduction. The immediate family shall be interpreted to mean husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, grandparents, grandchildren and step parents. In the case of a son or daughter less than eighteen (18) years old, refer to Section 12.2.1.

G. For necessary absence because of illness in the close family, the employee, upon approval of the responsible administrator, may use up to six (6) of the days from accumulated leave allowance in any one school year at no salary deduction. The close family shall be interpreted to mean: son-in-law, daughter-in-law, brother-in-law and sister-in-law. Close family shall also include any other person residing in or who has resided in the same household as the employee and who clearly stands in the same relationship with the employee.

H. In the event an employee, in a particular year, has fully utilized the number of days provided in Sections 12.2.F and 12.2.FG for absence due to the illness of an immediate family member and/or close family member, the employee has accumulated leave allowance remaining, and an immediate or close family member requires additional care, an additional number of days, not exceeding five (5) days, may be granted by the Director of Human Resources, if in the discretion of the Director, additional days are warranted.

I. Eligible employees may access up to a maximum of 160 hours of accumulated and unused sick leave in a school year for the care of relatives in accordance with Minn. Stat. § 181.9413 and sections F, G, and H of this Article. Effective December 31, 2023, MN State Statute 181.9413 is repealed and replaced with MN State Statute 181.032 (Earned Sick and Safe Time-ESST). Effective January 1, 2024, use of Sick and Safe leave with pay, beyond relationships and uses defined in this Article 12.2 A-H, will be available to the employee based on definitions of uses described in MN State Statute 181.032 for eligible employees (see Appendix D in the back of this contract). The Earned Sick and Safe leave described under MN State Statute 181.032 is contained within this contract's more generous leave provision of 12-15 days within Article 12 and not in addition to it.

J. The employee may utilize up to twelve (12) work weeks per year of job-protected leave for:
    a. Family Leave
        i. The birth of a child of the employee and in order to care for such child.
        ii. The placement of a child with the employee for adoption or foster care.
    b. Medical Leave
        i. To care for a family member who has a serious health condition
        ii. Treatment of a serious health condition that makes the employee unable to perform the functions of the position of such employee. The employee may elect to use accrued paid leave or may request a leave without pay or a combination of the two for the leave period.

Such leave is subject to the provisions of Public Law 103-3, the Family and Medical Leave Act of 1993.

K. After basic accumulated leave has been used, and under conditions of a chronic or continuous illness or disability as certified by a medical doctor, an additional number of days of basic accumulated leave may be granted by the Director of Human Resources.

L. Worker's Compensation Leave: When an employee is injured on the job in the service of the District and is collecting worker's compensation insurance payments, the employee will not also receive a regular check from the District for those same days, but may draw upon available Sick Leave to cover the employee cost of any insurance benefits. Prior to collecting pay from Worker's Compensation for a compensable work injury, employees will use available sick leave. Based on Worker's Compensation rules, some or all this used sick leave will be credited back based on the length of time off according to Worker's Compensation rules. Consult with Human Resources on use of sick time for work related injuries.

M. Long-term Disability Leave: At the time an employee becomes eligible to receive long-term disability compensation as provided in this Agreement, the employee will not also receive a regular check from the District for those same days, but may draw upon available Sick Leave to cover the employee cost of any insurance benefits as long as the employee continues on long-term disability compensation.

**12.3. Personal Leave:**

A. An employee scheduled at least four (4) or more hours per day may be granted personal leave at the discretion of their supervisor of no more than three (3) days per year, such leave to be deducted from the accumulated leave. Events which qualify for use of this leave allowance are those extraordinary situations that arise requiring the employee's immediate attention which cannot be attended to when school is not in session and which are not covered under other policies.

B. Requests for such leave must be made in the District's online time-off system at least two (2) days in advance, except in cases of emergency. If an emergency makes it impossible to submit an online request for personal leave in advance, an oral request shall be submitted to the immediate supervisor and then confirmed by submitting the request online immediately upon the return of the employee. The request shall state the reason for the proposed leave. The Director of Human Resources reserves the right to refuse to grant such leave.

C. A personal day normally shall not be granted for the days preceding or the day following holidays or vacations, and the first five (5) days and the last five (5) days of the school year.

D. In case of religious holidays or extreme emergency, additional leave with pay may be granted by the Director of Human Resources and such leave shall be deducted from the employee's basic accumulated leave.

**12.4. Bereavement Leave:**

Employees working at least .5 FTE or an average of four hours per day also may be granted up to five (5) days bereavement leave within a contract year for death in the immediate family or close family (as defined in Section 12.2). The amount of leave allowed under this provision is subject to the discretion of the Director of Human Resources and may depend on circumstances such as distance, the individual's responsibility for the funeral arrangements, and the employee's responsibility for taking care of the estate of the deceased, and shall not be deducted from sick leave. Additional requests for Bereavement consistent with this section may be granted and days in excess of five Bereavement Leave (5) days would be deducted from available sick leave. Requests to be absent from work for other than immediate or close family (as defined in Section 12.2), may be granted based overall qualifying attendance and ability to cover the assignment. Any of these days granted would be deducted from available sick leave. Documentation, such as an obituary or funeral program, may be requested by the District for any bereavement leave request.

**12.5. General Leaves of Absence:**

A. Employees scheduled at least four (4) or more hours per day may apply for an unpaid leave of absence subject to the provisions of Section 12.5. The granting of such leave shall be at the discretion of the District.

B. Such leave may be granted by the District for Peace Corps, Vista, extended illness of the employee, extended illness of the employee's family, adoption, civic activities or other reasons deemed appropriate by the District.

C. An employee on leave is eligible to participate in group insurance programs for which the employee is eligible if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the employee wishes to retain, commencing with the beginning of the leave. If the employee's unpaid leave is under the Family and Medical Leave Act of 1993, the District will continue their medical coverage contribution for up to twelve (12) weeks. It is the responsibility of the employee to make arrangements with the Benefits Office to pay to the District the monthly premium amounts in advance and on such date as determined by the District.

D. An employee on leave of absence under Section 12.5 shall retain such amount of accumulated leave days, experience credit, seniority and other accrued benefits which the employee had accrued, if any, at the time the employee went on leave for use upon the employee's return. No additional basic accumulated leave, experience credit, seniority or other benefits shall accrue for the period of time that an employee is on leave except as otherwise provided herein.

E. Leaves of absence of thirty (30) days or less granted under Section 12.5 shall accrue basic accumulated leave, experience credit, seniority and other benefits as if continuously employed.

F. An employee on leave of absence under Section 12.5 shall notify the District, in writing, of their intent to return to the District, at least two weeks prior to the expiration of the leave. Failure to so notify the District shall constitute a resignation. An employee granted a leave of absence under Section 12.5 of thirty (30) days or less shall return to their former position. An employee returning from a leave of absence under Section 12.5 of more than thirty (30) days, but less than one year, shall be re-employed in the position the employee had prior to taking the leave of absence or a comparable position for which the employee is qualified. Qualifications and assignment of employees returning from a leave of absence under Section 12.5 of more than thirty (30) days shall be determined by the District.

**12.6. Child Care Leave:**

A. The District shall grant, upon request of the employee, a child care leave, without pay, to one parent of a child, natural or adopted, subject to the provisions of Section 12.6. For purposes of Section 12.6, the term child care shall include but not be limited to the period of time when an employee is pregnant.

B. In the event of pregnancy, an employee may continue her duties until the onset of the disability and thereafter utilize disability. Thereafter, an employee may request a child care leave. However, if the employee requests a child care leave prior to the onset of disability, such child care leave shall be in effect for the date of commencement through the period of child birth and recovery.

C. A pregnant employee shall notify the Director of Human Resources in writing not later than the end of the sixth month of her pregnancy and the expected dates of leave.

D. An employee may take a child care leave of up to twelve (12) months. The commencement and return date of child care leave shall be determined by mutual agreement between the employee and the Superintendent or designee, taking into account the continuity of the administrative needs of the program and the desires of the employee.

E. In approving a child care leave of absence, the District shall not be required to grant any leave more than twelve (12) months in duration or permit the employee to return to employment prior to the date designated in the approved child care leave.

F. An employee returning from child care leave shall be re-employed in the same position and/or classification. In the event of staff reduction, an employee returning from child care leave is subject to Article 15 of this Agreement.

G. An employee on child care leave is eligible to participate in those group insurance programs for which the employee was eligible when employed, if permitted under the insurance policy provisions, and shall pay the entire premium for such programs as the employee wishes to retain after the twelve (12) weeks leave permitted by the Family and Medical Leave Act of 1993. It is the responsibility of the employee to make arrangements with the Benefits Office to pay the District the monthly premium amounts in advance and on such dates as determined by the District. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the District pursuant to Section 12.6.

H. An employee on leave of absence under Section 12.6 shall retain such amounts of basic accumulated leave days, experience credit, and other accrued benefits which the employee accrued, if any, at the time the employee went on leave for use upon the employee's return. No additional basic accumulated leave,

experience credit or other benefits shall accrue for the period of time that an employee is on leave except as otherwise provided herein.

I. A father or same sex partner following the birth of their child, may use up to 48 hours (six full-time days) of ESST leave as part of accumulated sick leave. The leave must commence within the first twelve (12) months after the birth.

**12.7. MN Paid Leave:**

A. Statutory authority Employees are eligible to participate in Paid Family Medical Leave (PFML) pursuant to MN Statutes 268B et seq., Family and Medical Benefits effective January 1, 2026., provides partial wage replacement and job protections to eligible staff. Upon implementation, staff shall follow the process prescribed by the State of Minnesota to request leave.

B. Costs of PFML: The employer shall pay 50 percent of the total premium for Paid Family Medical Leave set by the Minnesota Department of Employment and Economic Development (DEED). Employees shall pay 50 percent of the total premium for Paid Family Medical Leave set by the Minnesota Department of Employment and Economic Development (DEED).

C. Premiums: Upon implementation, as prescribed by statute, the School District will begin deducting the employee portion of the premiums from wages and submitting the wage deductions to the State of Minnesota. The employee portion is fifty percent (50%) of the premium costs. Any subsequent changes in premium will be split with the employer paying fifty percent (50%) and the employee paying fifty percent (50%).

## ARTICLE 13 – DEFERRED COMPENSATION

**13.1. Deferred Compensation Matching Program:**

Eligible employees include (a) employees hired on or after July 1, 1999 and (b) employees hired prior to July 1, 1999 who previously elected this Deferred Compensation Matching Program and do not participate in the District Severance Pay Program (see Appendix B – Severance). All eligible employees in the CAPS unit as defined in this Section after having completed five years of service in the St. Louis Park Public School District will be eligible to participate in the deferred compensation matching program. The District will match the amount an employee contributes up to the amounts defined in Section 13.C. District contributions will be on a pro-rata basis for part years worked and FTE eligibility for health insurance in Article 11.2. An employee working .75 FTE or more will receive the full contributions below. Employees working .5 FTE but less than .75 FTE will receive ½ the contribution amounts in 13.1.C.

A. Eligible employees must elect to participate in the deferred compensation program each year. Participation will continue at the same level until the Payroll Department is notified in writing of any changes.

B. The District will pay its matching share of FICA taxes as provided in Minnesota Deferred Compensation legislation until legislation changes.

C. The District will match eligible employee's contributions up to the following amounts:
   - $500 maximum: Employees who have completed 0-4 years of service in the District annually.
   - $750 maximum: Employees who have completed 5-9 years of service in the District annually.
   - $1000 maximum: Employees who have completed 10-14 years of service in the District annually.
   - $1250 maximum: Employees who have completed 15-19 years of service in the District annually.
   - $1500 maximum: Employees who have completed 20 or more years of service in the District annually.

D. Employees hired prior to July 1, 1999 can participate in the program on a voluntary basis, but will not be eligible for both plans and cannot change back to the District's severance program (see Appendix B). The District's contribution will be on a pro-rata basis.

E. The District is only responsible for the required contributions amounts. In the event of a District error in making the contributions, the District will correct the amounts contributed but is not responsible for any estimated gains or losses in the funds values. It is also the responsibility of the employee to track contributions amounts annually and notify the District promptly if the employee feels the amount contributed is incorrect, so that it can be corrected within the year the error was made.

# ARTICLE 14 - VACANCIES AND TRANSFERS

**14.1. Posting of Vacancies:**

A. All permanent vacancies covered by this Agreement will be posted on the District website for a minimum of ten (10) working days. A permanent vacancy is defined as one anticipated to last more than six (6) months. A position may be filled temporarily pending completion of posting and application procedures. Employees who work less than twelve months per year and who wish to be notified of job vacancies which occur during the summer should check the District's website, human resources link, or the human resources department.

B. All summer school job openings covered by this Agreement will be posted on the District website.

**14.2. Application for Vacancies:**

All employees under this Agreement may submit an application in writing on the District's online employment application for any vacancy that is posted pursuant to Article 14.

**14.3. Filing of Vacancies:**

Notice of candidate selection shall be given within fifteen (15) working days after the selection has been made. All applicants will be given written notification by the District indicating whether or not they are successful candidates.

**14.4. Required Training:**

Any employee requested by the District to take a specific course shall be reimbursed for any fees charged for that course.

**14.5. Application of Seniority:**

Seniority will be considered in the filling of vacancies provided an employee has the qualifications to perform the duties and responsibilities of the position, except in those positions involving a promotion which shall be filled as provided in Section 14.6. For purposes of Section 14.5, a promotion is defined as moving to a classification involving an increase in pay.

**14.6. Promotion Positions:**

A. In filling any vacancy, the position shall be filled by the District with the most qualified candidate. In making its determination the District shall consider the employee's qualifications and seniority with the District, along with other relevant factors.

B. If, in review of applications, the District is going to recommend that the job be awarded to a junior employee, CAPS shall be notified in advance of awarding the job and shall have the opportunity to discuss the matter with the responsible administrator.

C. Employees promoted to a higher classification shall not change steps on the salary schedule. This provision shall not be retroactive.

**14.7. Outside Applicants:**

The District reserves the right to fill any position with an outside applicant if no internal candidates apply or if internal candidates do not have the needed qualifications for the position.

**14.8. Administrative Transfers:**

The District reserves the right to transfer personnel as conditions may require. Transfers of this nature will be discussed with CAPS prior to final disposition. In the case of such administrative transfers, the District shall make an effort to provide transferred personnel with positions of comparable pay and hours.

# ARTICLE 15 - STAFF REDUCTION

**15.1. Procedures:**

Changes in organizational structure and assignments, shortage of funds and other related reasons may necessitate that the District reduce positions. In the event of staff reduction, employees shall be laid off or have hours reduced pursuant to the provisions of this Article. It is understood and agreed by the parties that Article 15 shall not apply to CAPS personnel whose positions are funded by state and /or federal project grants.

**15.2. Seniority:**

For the purpose of Article 15, all CAPS personnel shall have seniority commensurate with their total continuous years of service in a position covered by the CAPS contract in positions of four (4) or more hours per day and twenty (20) hours per week. For employees who were in the CAPS contract as of July 1, 2017, their seniority date will be based on their start date with the District. All new employees hired into a CAPS position, will start accruing seniority within CAPS based on their total time in positions covered by this Agreement. Seniority will be determined within each group as defined in Section 15.3.

A. Seniority shall not apply to employees whose positions are funded by State and/or Federal project grants.

B. Seniority date ties shall be broken by District Hire Date, then by District Start Date, if still tied then the tie shall be broken by lot. All tie breakers will be done in the presence of both District and CAPS representatives.

C. It is recognized that past history (2002-2003) of this bargaining unit left some district employees assigned positions in two (2) bargaining units in order to maintain benefits. Those employees shall exercise and maintain benefits and seniority in the unit where the majority of their hours were assigned. As such, in the event of lay-off, reduction in hours, bumping and recall those employees shall follow their respective contract and be allowed consideration only within the unit of their original designation.

**15.3. Layoffs:**

Except in cases of the inability of the employee to perform the duties of the assignment or in cases of termination for cause, the selection of CAPS personnel for being laid off shall be made in reverse seniority order. The reverse seniority order shall be determined within the employee's group as follows:

- Group A: 12-month employees 20 hours or more per week
- Group B: 9-10-month employees, 20 hours or more per week
- Group C: Less than 9-month employees, 20 hours a week or more

A. In no case shall an employee on layoff, who is eligible for benefits, be required to accept a position that is not consistent with benefit eligibility of their former position. The employee is still subject to the eighteen (18) months recall rights provision.

B. An employee on layoff that has been offered a position with fewer hours than the position that they were laid-off or is in a different classification will be allowed to decline the offer with no forfeiture of recall rights. The employee is still subject to the eighteen (18) months recall rights provision.

C. The District will provide CAPS with a list of laid-off CAPS employees and the positions available due to budget reductions by June 30th of each year, so CAPS may assist laid-off employees.

D. In the event of a mid-year reduction, the District will provide the affected CAPS member with a notice of lay off not less than a minimum of 30 calendar days before the effective date of the layoff.

**15.4. Laid off Employees:**

Laid-off employees are defined as those employees whose positions have been eliminated and/or who have been moved from their position and are working in a different position or with fewer hours.

A. Any employee laid-off pursuant to this section shall have the right to displace the least senior employee in the same classification and Article 15.3 group, holding a comparable full-time or part-time position with the equivalent hours per year for which the employee is qualified, or if this opportunity does not exist, the least senior employee in the next lower classification and Article 15.3 group within the bargaining unit. In no case will employees be able to bump an employee with more hours than the employee was assigned, unless mutually agreed to by CAPs and the District.

B. In the event the employee is not qualified for the least senior position, then the affected employee will displace the next least senior employee in the same classification and group, holding a comparable full-time or part-time position with equivalent hours per year.

C. If the opportunity does not exist to displace within the same classification and group, the least senior employee in the next lower classification and group within the bargaining unit will be displaced.

D. In no case will the employee be able to bump an employee with more hours than they were assigned, unless mutually agreed to by CAPs and the District.

E. Laid-off employees who have accepted a position within a lower classification retain recall rights and shall receive priority consideration in filling vacancies in their previous classification.

**15.5. Recall Rights:**

Laid off employees shall retain their seniority and right to recall for a period of eighteen (18) months after date of lay off.

A. Recall rights shall terminate upon resignation or termination of an employee pursuant to this Agreement or after eighteen (18) consecutive months, if terminated by reason of staff reduction. A benefit eligible employee who accepts a non-benefit eligible position retains recall rights for the remaining 18 months from the initial lay-off.
B. Displaced employees as a result of staff reduction who have accepted a position within a lower classification shall receive priority consideration in filling vacancies in their previous classification.
C. Employees who have been laid off pursuant to Section 15.3 and have recall rights pursuant to Section 15.5 will be recalled in seniority order to any available position within the bargaining unit provided they are qualified for the positions that become available.
D. A CAPS employee, who is laid-off and placed on the recall list, shall be paid out for unused vacation days at the time of the layoff.

**15.6. Reduction in Hours:**

In situations involving reductions in hours as opposed to lay off, decreases in assigned work time will be taken from the least senior employee in the building where the reduction in hours is occurring, then the next least senior, etc.

A. In cases where a reduction in hours affects a CAPS employee, a senior CAPS employee shall be allowed to bump the least senior CAPS employee for which the employee maintains benefits within a position within their current classification and Article 15.3 group and for which they are qualified.
B. In cases where a building is allowed to reinstate hours: those hours will be reallocated beginning with the most qualified CAPS employee who has experienced the reduction in hours. This process shall apply only within each building. The principal/supervisor shall be responsible to reallocate and reassign hours that best fit the needs of their building.
C. CAPS employees who experience a reduction in hours shall be allowed to maintain and utilize remaining accumulated leave and earned vacation within their new assignment, even if the new assignment does not qualify to accumulate and use such leave or vacation.

## ARTICLE 16 - PROBATIONARY PERIOD

**16.1. Probationary Period:**

An employee under the provisions of this Agreement shall serve a probationary period of twelve (12) months of continuous service in the District. The probationary period is a time of review and during which time the District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. The District and CAPS that believe that employees are our greatest asset in impacting the lives of students and the community we serve. We also want to ensure that new employees have every opportunity to develop and their full potential. Supervisors have a duty to provide feedback to probationary employees to set expectations and let employees know how they are doing. Supervisors will meet with probationary employees using the forms provided by Human Resources to review expectations, standards of performance and training options. Prior to any decision to release an employee during probation, the supervisor will discuss areas of concern with Human Resources for guidance. The supervisor will then meet with the employee to reinforce expectations and provide written feedback on any areas where the employee is not meeting performance standards and provide a reasonable time to correct the performance issues.

**16.2. Probationary Period – Change of Classification:**

In addition to the initial probationary period, an employee transferred or promoted to a different position shall serve a new probationary period of sixty (60) calendar days in any such new position. During this sixty (60) day probationary

period, if it is determined by the District that the employee's performance in the new position is unsatisfactory, the District shall reassign the employee to his/her former position.

**16.3. Completion of Probationary Period:**
An employee who has completed the probationary period may be suspended without pay, discharged or disciplined only for just cause. An employee who has completed the probationary period and is suspended without pay, discharged or otherwise disciplined shall have access to the grievance procedure.

## ARTICLE 17 - EVALUATION

**17.1. Formal Evaluation:**
All formal evaluations of personnel shall be conducted openly and with full knowledge of the employee concerned by an administrator or supervisor of the District.

**17.2. Process:**
All formal evaluations of personnel shall be online or in writing. The evaluation will be viewed online or two (2) copies of the written evaluation shall be submitted to the employee at the time of the personal conference or within five (5) working days thereafter, one (1) to be signed and returned to the administration, the other to be retained by the employee. When using an online evaluation process, the employee will be given access to the online evaluation and be able to review and sign online. In the event that the employee feels that the evaluation was incomplete or unjust, the employee may put those objections in writing and have them attached to the evaluation report to be placed in the employee's personnel file. In lieu thereof, the employee may file a grievance under the grievance procedure stating the evaluation was factually inaccurate. All evaluations shall be based upon the criteria established.

## ARTICLE 18 - CORRECTIVE ACTION

**18.1. Corrective Action:**
The District recognizes the concept of progressive discipline. The purpose of the taking corrective action through progressive steps of discipline is to inform the employee of the correct way to perform the job and of any consequences for not making needed changes. The corrective action process consists of informal and formal steps consisting informal coaching conversations and of formal actions of: 1) oral reprimand, 2) written reprimand, 3) suspension without pay, and 4) termination. The employee shall be allowed representation at any stage of formal discipline. A conference between the employee and his/her supervisor shall be held prior to the imposition of any formal discipline. Normally, the District will utilize the levels of progressive discipline in order. However, in the case of more serious infractions, the District reserves the right to impose discipline, at any level, consistent with the seriousness of the infraction. Normally, a written warning and time to correct, when appropriate, will precede a suspension without pay or discharge.

**18.2. Grounds for Disciplinary Action:**
The imposition of an oral reprimand shall not be subject to the grievance procedure. An employee may challenge the contents of any written materials pursuant to the provisions of Section 5.5 (Personnel Files). An employee shall receive a written reprimand, be suspended without pay or terminated only for just cause and such action shall be subject to the grievance procedure. This provision does not preclude or supersede the provision contained at Section 16.1 (Probationary Period).

**18.3. Opportunity to Meet:**
Suspension without pay shall be imposed only by the Superintendent. If a suspension without pay is to be considered pursuant to Section 18.2, the employee shall be afforded an opportunity to meet with the Superintendent. The employee may elect to have representation in attendance at any such meeting. In the absence of the Superintendent, another District Office administrator may act as the Superintendent's designee for purposes of this section.

**18.4. Subject to Arbitration:**
Suspension without pay shall take effect only after written notification from the Superintendent to the employee and CAPS stating the grounds for suspension without pay. CAPS shall have the right to invoke the grievance procedures set forth in this Agreement at the arbitration level, provided written notification requesting arbitration is sent to the

Superintendent within five (5) working days after receipt of the written notice of suspension without pay. The arbitrator's authority shall include a review of whether the suspension without pay, and length thereof, was appropriate considering all circumstances surrounding the action.

**18.5. Time of Suspension:**
Suspension without pay shall take effect upon receipt by the employee of the written notice of suspension or shall take effect as otherwise indicated in the written notice. The suspension shall continue in effect for the time period provided in the written notice of suspension without pay. The maximum suspension without pay shall not exceed the length of one school year.

**18.6. Suspension with Pay:**
The parties acknowledge that the District has the right to impose a suspension with pay as a disciplinary action under special circumstances. Such an action on the part of the District would be subject to the just cause standard as provided for suspensions without pay. If used, the suspension with pay shall have the same weight in the progressive process as the same length suspension without pay.

**18.7. Application of Suspension Without Pay:**
Suspension without pay shall not apply to an employee who is removed from duty pending investigation of allegations, which period shall be covered by a paid Administrative Leave and which shall not be subject to the grievance procedure.

## ARTICLE 19 - GRIEVANCE PROCEDURE

**19.1. Purpose and Procedure:**

A. Good morale is maintained, whenever problems arise, by the sincere efforts of all persons concerned working toward constructive solutions in an atmosphere of courtesy, cooperation and good faith. The parties acknowledge that it is desirable for an employee and the employee's immediate supervisor to informally resolve grievances. However, since all matters cannot be resolved satisfactorily in this manner, a formal process must be provided as an alternative. Thus, this formal grievance procedure has been developed as a means of securing, at the lowest possible administrative level, prompt and equitable solutions to those disputes not settled on an informal basis.
B. The parties agree that grievance proceedings shall be kept as informal and confidential as may be appropriate to any level of the procedure. Further, it is agreed that the investigation and processing of any grievance shall be conducted in a professional manner at such times as not to cause undue interruptions of established work schedules.

**19.2. Representative:**
The grievant shall be represented during all of this procedure by CAPS. The District shall be represented during all steps of this procedure by its designated representative.

**19.3. Grievance Definition:**
A "grievance" shall mean an allegation by a CAPS member resulting from a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

**19.4. Definitions and Interpretations:**

A. *Employee:* The term "employee", except where otherwise indicated, is considered to apply to all members of the appropriate unit.
B. *Grievant:* An "aggrieved employee" or "grievant" is the employee or employees making the claim.
C. *Time Limits:* The time limits provided in the grievance procedure shall be strictly observed, but may be extended by written mutual agreement of the parties concerned. In the event a grievance is filed after May 1, of any year, and strict adherence to the time limits may result in hardship to any party, the parties shall make reasonable efforts to process such grievance prior to the end of the school year.
D. *Working Days:* Reference to "days" regarding time periods in this procedure shall refer to working days. A working day is defined as all days excluding Saturdays, Sundays and holidays as defined by this Agreement.

E. *Computing Time:* In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday.
F. *Filing/Service of Process:* The filing or service of any notice or document herein shall be timely if it is personally served or served by electronic means within the time period designated.
G. *Grievance Form:* The grievance form that must be used for filing of grievances shall be provided by the District. Such form shall be readily accessible in all school buildings. (Appendix C).

**19.5. Adjustment of Grievance, Time Limitation and Waiver:**

The parties shall attempt to adjust all grievances that may arise during the course of employment of any employee within the District in the following manner:

**Informal**

If an employee or CAPS believes there has been a grievance, the employee and CAPS shall discuss the matter with the responsible supervisor and/or the human resources director within fifteen (15) days of the occurrence of the act which gives rise to the grievance or within fifteen (15) days after the employee and CAPS acquired or should have acquired knowledge of the facts which give rise to the grievance. If the grievance is not resolved as a result of this meeting, the employee and CAPS, written consent signed by employee and CAPS, may file a formal written grievance. Failure to grieve at the informal step within the time period set forth above shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the periods hereafter provided shall also constitute a waiver of the grievance.

**Formal**

A. *Level 1:* The formal written grievance, signed by the employee involved and approved by CAPS must be presented to the responsible supervisor within fifteen (15) days after the responsible supervisor and/or Human Resources Director respond to the grievance at the informal step. An employee and CAPS written consent, may file a formal written grievance within fifteen (15) days after the informal grievance submission, if no response has been received by that time. The responsible supervisor shall meet with the employee and CAPS within ten (10) days after receipt of the written grievance and give a written answer to the grievance to CAPS within ten (10) days of the meeting. CAPS has ten (10) days in which to either accept the answer or appeal it in writing to the next level.
B. *Level 2:* If the grievance has not been resolved in Level 1, it may then be processed to Level 2 by the employee and CAPS presenting the written grievance to the Superintendent. The Superintendent or his/her designee shall meet within fifteen (15) days after receipt of the written appeal to discuss the problem with the employee and CAPS. Within ten (10) days of the meeting the Superintendent or his/her designee shall submit his/her written answer to the grievance. CAPS has ten (10) days in which to either accept the answer or appeal it in writing to the next level. Such appeal shall be served in the office of the Superintendent.
C. *Level 3:* If the grievance has not been resolved at Level 2, the Union may present the grievance to the School Board for consideration. The School Board reserves the right to review or not to review the grievance, but must make that decision within fifteen (15) days after receipt of the written appeal. In the event the School Board chooses to review a grievance, the Board or a committee thereof shall within fifteen (15) days, meet to hear the grievance. After this meeting, the Board shall have a maximum of fifteen (15) days in which to answer the grievance in writing. If the matter is not resolved at this level, CAPS has five (5) days in which to either accept the answer or appeal it to arbitration by filing such an appeal in the office of the superintendent. The School Board reserves the right at its own instance to review any decision under Level 1 or Level 2 of this procedure, provided the School Board serves such notice within fifteen (15) days after the decision is issued. In the event the School Board reviews a grievance under this subdivision, the School Board reserves the right to affirm, reverse or modify such decision.
D. *Denial of Grievance:* Failure by the District to issue a decision within the time periods provided herein shall constitute a denial of the grievance, and the CAPS may appeal it to the next level. This shall not negate the obligation of the District to respond in writing at each level of this procedure.
E. *Waiver:* Provided both parties (CAPS and the District) agree in writing, Section 19.5.3 of this grievance procedure may be bypassed and the grievance taken directly to Bureau of Mediation Services (BMS) Grievance

Mediation or arbitration. Grievance mediation is optional and voluntary. If mediation is pursued, the contractual timelines for processing a grievance shall be delayed during the period of mediation. Should the matter be unable to be resolved in mediation, the parties retain the right to move to the Arbitration procedure outlined in Article 19.6.

**19.6. Arbitration:**

Procedure: In the event that the parties (CAPS and the District) are unable to resolve a grievance it may be submitted to arbitration as defined herein.

A. *Selection of Arbitrator:* Upon submission of a grievance to arbitration under the terms of this procedure, CAPS may request a list of seven (7) qualified arbitrators from the Bureau of Mediation Services (BMS). The District and CAPS shall determine who is to strike the first name from the list by the toss of a coin. Each party will then alternately strike names until only one remains, who shall be the arbitrator who shall hear and decide the grievance. CAPS and the District shall, within fifteen (15) days after getting the list from the BMS, meet to strike names or attempt to agree upon the selection of an arbitrator. Failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of the grievance. Failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of the grievance.

B. *Hearing:* The grievance shall be heard by a single arbitrator. The grievant shall be represented by CAPS. The parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, present witnesses, and make oral or written arguments relating to the issues before the arbitrator.

C. *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 the P.E.L.R.A. The arbitrator shall issue a written decision and order including findings of fact that shall be based upon substantial and competent evidence presented at the hearing. The arbitrator shall swear all witnesses upon oath.

D. *Expenses:* Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses that the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. 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 the transcript shall pay for such copy.

E. *Restriction on Arbitrator:* The arbitrator shall not have the power to add to, subtract from, or to modify the terms of the Agreement.

**19.7. 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 Article 19. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive his/her right to initiate a grievance pursuant to Section 19, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. Section 19.7 shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

## ARTICLE 20 - MISCELLANEOUS

**20.1. Mileage Allowance:**

Mileage allowance shall be paid for-authorized use of personal cars in connection with District business in an amount determined by District policy. The mileage allowance shall be in accordance with IRS guidelines.

**20.2. Excess Liability Coverage:**
The District shall provide automobile liability insurance coverage for secretarial/clerical employees as excess to the automobile liability coverage carried by the individual employee when their personal automobiles are used for District business.

**20.3. Publication of the Agreement:**
Copies of this Agreement shall be made available to all members of the appropriate unit by posting the Agreement on the District's website within thirty (30) working days after the Agreement is executed. Further, the District shall make available fifteen (15) copies of the Agreement to the CAPS for its use.

## ARTICLE 21 - DURATION

**21.1. Term and Reopening Negotiations:**
This Agreement shall remain in full force and effect for a period commencing on July 1, 2023 through June 30, 2025, and thereafter as provided by P.E.L.R.A. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 120 days prior to the expiration of this Agreement.

**21.2. Effect:**
This Agreement constitutes the full and complete Agreement between the District and CAPS representing the secretarial/clerical personnel of the District. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

**21.3. Finality:**
Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement unless mutually agreed to by both parties.

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

**Signature:**

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

For:
CAPS-Clerical/Administrative Assistants

Authorized Representative

Authorized Representative

Authorized Representative

Authorized Representative

Authorized Representative

Dated 01/13/2026

For:
Independent School District #283

Chairperson

Clerk

Superintendent

Director of Labor Relations

Executive Director of Human Resource

Dated 01/13/2026

**Address to which notices are to be sent:**
CAPS-Clerical Park Schools
6300 Walker Street
St. Louis Park, MN 55416

**Address to which notices are to be sent:**
Independent School District No. 283
6300 Walker Street
St. Louis Park, MN 55416

## Salary Schedule A: 2025-26

### INDEPENDENT DISTRICT NO. 283
### Effective July 1, 2025

| Step | CLS3 | CLS4 | CLS5 | CLS6 | CLS7 |
|---|---|---|---|---|---|
| 1 | $17.19 | $17.74 | $18.84 | $19.93 | $20.78 |
| 2 | $17.72 | $18.56 | $19.38 | $21.03 | $22.13 |
| 3 | $18.40 | $19.38 | $20.48 | $22.13 | $23.24 |
| 4 | $19.05 | $19.92 | $21.03 | $22.83 | $24.00 |
| 5 | $19.70 | $20.64 | $21.61 | $23.81 | $25.02 |
| 6 | $20.41 | $21.44 | $22.47 | $24.85 | $26.17 |
| 7 | $21.21 | $22.32 | $23.35 | $25.98 | $27.39 |
| 8 | $22.09 | $23.29 | $24.37 | $27.23 | $28.73 |
| 9 | $23.08 | $24.40 | $25.51 | $28.64 | $30.24 |
| 10 | $24.63 | $26.22 | $27.41 | $30.92 | $32.66 |
| 11 | $24.63 | $26.22 | $27.41 | $30.92 | $32.66 |
| 12 | $24.63 | $26.22 | $27.41 | $30.92 | $32.66 |
| 13 | $24.63 | $26.22 | $27.41 | $30.92 | $32.66 |
| 14 | $24.63 | $26.22 | $27.41 | $30.92 | $32.66 |
| 15 | $24.63 | $26.22 | $27.41 | $30.92 | $32.66 |
| 16 | $26.13 | $27.72 | $28.91 | $32.42 | $34.16 |
| 17 | $26.13 | $27.72 | $28.91 | $32.42 | $34.16 |
| 18 | $26.13 | $27.72 | $28.91 | $32.42 | $34.16 |
| 19 | $26.13 | $27.72 | $28.91 | $32.42 | $34.16 |
| 20 | $26.13 | $27.72 | $28.91 | $32.42 | $34.16 |
| 21 | $26.63 | $28.22 | $29.41 | $32.92 | $34.66 |
| 22 | $26.63 | $28.22 | $29.41 | $32.92 | $34.66 |
| 23 | $26.63 | $28.22 | $29.41 | $32.92 | $34.66 |
| 24 | $26.63 | $28.22 | $29.41 | $32.92 | $34.66 |
| 25 | $26.63 | $28.22 | $29.41 | $32.92 | $34.66 |
| 26 | $27.13 | $28.72 | $29.91 | $33.42 | $35.16 |

**Career Increments** – noncumulative and included in the salary matrix above:

- After 15-19 years of credited service: $1.50 per hour
- After 20-24 years of credited service: $2.00 per hour
- After 25 or more of credited service: $2.50 per hour

## Salary Schedule B: 2026-27

### INDEPENDENT DISTRICT NO. 283
### Effective July 1, 2026

| Old Step | New Step | CLS3 | CLS4 | CLS5 | CLS6 | CLS7 |
|---|---|---|---|---|---|---|
| 5 | 1 | $20.09 | $21.06 | $22.05 | $24.28 | $25.52 |
| 6 | 2 | $20.82 | $21.87 | $22.92 | $25.34 | $26.70 |
| 7 | 3 | $21.63 | $22.76 | $23.81 | $26.50 | $27.93 |
| 8 | 4 | $22.54 | $23.75 | $24.86 | $27.78 | $29.31 |
| 9 | 5 | $23.54 | $24.89 | $26.02 | $29.21 | $30.85 |
| 10 | 6 | $25.13 | $26.75 | $27.96 | $31.53 | $33.31 |

**Retention Stipend:**

*Effective July 1, 2026:* A CAP-Clerical employee will qualify for a retention stipend above the CAP-Clerical's salary schedule matrix rate after completing the designated number of full years of experience credits, as of July 1 of any year. Retention stipend is non-cumulative and will be divided out over each check. The amounts below will be prorated for assignments of less than 12 months and 1.00 FTE.

- After completing 10 years of credited service with the District - $ 1,100
- After completing 15 years of credited service with the District - $ 3,750
- After completing 20 years of credited service with the District - $ 4,300
- After completing 25 years of credited service with the District - $5,300

## APPENDIX A: CAPS-Clerical Job Titles

**CLASS 3**
RECEPTIONIST

**CLASS 4**
OFFICE ASSISTANT

**CLASS 5**
ADMINISTRATIVE ASSISTANT-1
DISTRICT RECEPTIONIST
HUMAN RESOURCE ASSISTANT

**CLASS 6**
ACCOUNTS PAYABLE COORDINATOR
ADMINISTRATIVE ASSISTANT-2
BENEFITS COORDINATOR

**CLASS 7**
ADMINISTRATIVE ASSISTANT-3
ACCOUNTING ASSISTANT

# APPENDIX B: R**ETIRESS INSURANCE AND SEVERANCE:**

**11.6.A. School District Medical Insurance Contribution for Eligible Retirees:**

A. Eligibility: Full-time employees who were hired prior to July 1, 2005, remained continuously employed, have not selected the Health Care Savings option in Section 11.7, completed at least twenty (20) years of service with the School District and who are at least fifty-five (55) years of age shall be eligible for severance pay, pursuant to the provisions of this Agreement, upon submission of a written resignation accepted by the School Board. To be eligible for the benefits of ARTICLE 11, a CAPS employee must be regularly employed at least thirty (30) hours per week and compensated on the basic salary schedule, CAPS personnel working less than thirty (30) hours per week can be eligible provided that fifteen of the twenty service years were at the thirty (30) hours per week level and none of the twenty service years were under twenty (20) hours per week. This benefit shall not be granted to any employee who is discharged for just cause by the School District.
B. Insurance: An employee retiring with severance pay or Deferred Compensation shall be eligible for insurance benefits provided the employee meets the eligibility requirements as stated in Section 11.7.A.
C. The employee shall be eligible to continue participation in the District group health insurance program, if permitted by the terms of the policy with the insurance carrier, until the age of Medicare eligibility. Except as otherwise provided in Section 11.6.D., the employee shall pay the entire premium for such coverage.
D. The School District shall contribute the dollar amount provided by the benefits in effect at the time of the employee's retirement until the employee reaches the age of Medicare eligibility or the expiration of six (6) years from the date of the employee's retirement, whichever occurs first. The portion of the premium not contributed by the School District shall be borne by the employee.
E. An employee who has reached the age of Medicare eligibility and has maintained continuous coverage, and has a spouse who is not Medicare eligible, shall be eligible to purchase the District health insurance program at group rates covering such spouse by paying the entire premium for such coverage, until such time that the spouse reaches the age of Medicare eligibility or upon the expiration of six (6) years from the date the employee became eligible for Medicare, whichever occurs first.
F. It is the responsibility of the employee to make arrangements with the school business office to pay to the School District such monthly premium amounts, payable by the employee in advance, and on such date as determined by the School District.

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**Severance Pay:**

**13.1. Eligibility Employees hired prior to 7/1/1999:**

Only employees who (a) where hired prior to July 1, 1999, and (b) who did not elect to participate in the Deferred Compensation Matching Program (see Article 13.1) will be eligible to participate in the District's Severance Pay Program Subject to M.S. 465.72. Subject to M.S. 465.72, full time personnel having completed at least twenty (20) years of service with the School District who are at least fifty-five (55) years of age shall be eligible for severance pay, pursuant to the provisions of this Agreement, upon submission of a written resignation accepted by the School Board. To be eligible for the benefits of ARTICLE 13, a CAPS employee must be regularly employed at least thirty (30) hours per week and compensated on the basic salary schedule, CAPS personnel working less than thirty (30) hours per week can be eligible provided that fifteen of the twenty service years were at the thirty (30) hours per week level and none of the twenty service years were under twenty (20) hours per week. Severance pay shall not be granted to any employee who is discharged for just cause by the School District.

**13.2. Number of Days:**

**13.2.1.** An eligible employee, upon early retirement or death, shall receive as severance pay an amount representing one hundred and thirty (130) day's pay.

**13.2.2.** In addition, an eligible employee shall receive as severance pay upon retirement, the amount obtained by multiplying the employee's daily rate by one-half (1/2) times the employee's number of unused leave days, but in any event not to exceed one hundred (100) day's pay.

**13.3. Daily Rate of Pay**

In applying these provisions, an employee's daily rate of pay shall be the daily rate of pay at the time of retirement, as provided in the basic salary schedule for the fiscal year, and shall not include any additional compensation for overtime, or other extra compensation.

**13.4. Payment:**

Employees will no longer receive any direct payment from the School District for severance pay. Payment equal to the value of the employee's severance pay shall be paid directly into the employee's traditional 403b up to the IRS maximum and then any remaining will be paid to the employee's health care savings plan, as agreed upon by the School District and the exclusive representative for such plans pursuant to the provisions of Min. Stat. § 356.24 and the Internal Revenue Code. The School District's annual contribution into the employee's traditional 403b or Health Care Saving Plan or other tax-sheltered provision shall not exceed the annual IRS contribution limit for such contributions. No part of the severance payment will be made to a Roth 403b plan or other plan requiring the payment of additional payroll deductions, such as, FICA, TRA, PERA, etc.

**13.5. Application Date:**

In order to be eligible for the benefits of ARTICLE 13, an employee must submit a written resignation and request for severance pay no later than March 1, preceding the end of the fiscal year in which the employee intends to retire. Priority order for severance pay out will be established based on the date of submission of a written letter of intent to retire. This letter must be submitted after July 1st of the fiscal year of retirement. Any proration of severance pay out as required by 13.6.1 shall be made on the basis of the priority order established above and the submission of the letters of intent to retire prior to March 1st of the fiscal year of retirement.

**13.6. Limitations:**

**13.6.1.** Notwithstanding any other provision of ARTICLE 13, the School District's maximum obligation under ARTICLE 13 for members of this bargaining unit shall not exceed the sum of $150,000 for all retirees in any one fiscal year.

**13.6.2**. Severance pay applications will be processed in the order received. In the event an application would constitute a liability to the School District in excess of the limitation stated in Section 13.6.1, the amount exceeding the limitation would not be paid during that fiscal year. However, those employees, if any, not receiving a full severance payment in one fiscal year will have priority to receive the balance in the following fiscal year prior to any bargaining unit employee resigning and eligible in the subsequent year.

**13.7. Tax-Sheltered Annuity:**

**13.7.1.** The School District shall participate in a matching tax-sheltered annuity program for all regularly employed CAPS employees who are compensated on the basic salary schedule and employed twenty (20) hours per week or more and were hired prior to July 1, 1999.

**13.7.2.** The amount contributed by the School District shall match the CAPS employee contributions, but such contributions shall not exceed one and one-half percent (1-1/2%) of the employee's basic contract salary. Employees hired on or after July 1, 1999 will not be eligible to participate in the District's severance program or TSA 1.5% matching.

## APPENDIX C: GRIEVANCE REPORT FORM

# CAPS-CLERICAL EMPLOYEES
## GRIEVANCE REPORT FORM
St. Louis Park Public Schools

**Name: _____Building: _____**

**Date if Grievance Occurred: _____**

**Statement of Facts:**

**Specific Provisions of Agreement Allegedly Violated:**

**Particular Relief Sought:**

**Particular Relief Sought:**

_____

**Signature of Grievant** **Date**

## APPENDIX D: MINNESOTA EARNED SICK AND SAFE TIME EMPLOYEE NOTICE

DEPARTMENT OF LABOR AND INDUSTRY

Employees in Minnesota are entitled to earned sick and safe time, a form of paid leave. Employees must accrue at least one hour of earned sick and safe time for every 30 hours they work, up to at least 48 hours in a year. As a regular employee working at least four hours per day or more, the earned sick leave plan in your employee agreement is more generous than required in Minnesota Statutes § 181.9447, subdivision 9 and incorporates the definitions of time off under the statute. If you are a temporary employee or an employee who is scheduled to work less than four hours per day, then you will receive the earned sick and safe leave of one hour of earned sick and safe time for every 30 hours they work, up to at least 48 hours in a year as specified in Minnesota Statutes § 181.9447, subdivision 9. A year for purposes of the employee's earned sick and safe time accrual is: July 1st to June 30th each year.

The earned sick and safe time hours the employee has available, as well as those that have been used in the most recent pay period, must be indicated on the employee's earnings statement that they receive at the end of each pay period. Earned sick and safe time must be paid at the same hourly rate employees earn from employment. Employees are not required to seek or find a replacement for their shift to use earned sick and safe time. They may use earned sick and safe time for all or part of a shift, depending on their need.

Earned sick and safe time can be used for:

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

### Notifying employer, documentation

An employer can require their employees to provide up to seven days of advance notice when possible (for example, when an employee has a medical appointment scheduled in advance) before using sick and safe time. An employer can also require their employees to provide certain documentation regarding the reason for their use of earned sick and safe time if they use it for more than two consecutive days.

For regular full and part-time employees scheduled at least four hours per day or more, you should refer to your employee agreement about reporting sick time off. In general, you should report your time off using the district's online time off reporting system. If an employee plans to use earned sick and safe time for an appointment, preventive care or another permissible reason they know of in advance, they should enter that time off request in the online time off system as far in advance as possible, but at least two days in advance. In situations where an employee cannot provide advance notice, the employee should, should report that absence as soon as possible and before the start of your shift if possible.

For temporary employees who typically work less than four hours per day or casual employees who do not work five days per week on a regular basis, if you need to request time off you should notify your supervisor to record the time off as far in advance as possible. If a temporary employee plans to use earned sick and safe time for an appointment, preventive care or another permissible reason they know of in advance, they should notify their supervisor as far in

advance as possible, but at least two days in advance. In situations where a temporary employee cannot provide advance notice, the employee should, should report that absence to their supervisor as soon as possible and before the start of the shift that day, if possible.

### Retaliation, right to file complaint

It is against the law for an employer to retaliate, or to take negative action, against an employee for using or requesting earned sick and safe time or otherwise exercising their earned sick and safe time rights under the law. If an employee believes they have been retaliated against or improperly denied earned sick and safe time, they can file a complaint with the Minnesota Department of Labor and Industry. They can also file a civil action in court for earned sick and safe time violations.

### For more information

Contact the Minnesota Department of Labor and Industry's Labor Standards Division at 651-284-5075 or esst.dli@state.mn.us visit the department's earned sick and safe time webpage at sickleave.mn.gov.

This document contains important information about your employment. Check the box at the left and give it to Human Resources or your supervisor to receive the information in this language.

| | | |
|---|---|---|
| | Spanish/Español | Este documento contiene información importante sobre su empleo. Marque la casilla a la izquierda para recibir esta información en este idioma. |
| | Hmong/Hmoob | Daim ntawv no muaj cov xov tseem ceeb hais txog thaum koj ua hauj lwm. Khij lub npauv ntawm sab laug yog koj xav tau cov xov tseem ceeb no txhais ua lus Hmoob. |
| | Vietnamese/Việt ngữ | Tài liệu này chứa thông tin quan trọng về việc làm của quý vị. Đánh dấu vào ô bên trái để nhận thông tin này bằng Việt ngữ. |
| | Simp. Chinese/简体中文 | 本文件包含与您的雇用相关的重要信息。勾选左边的方框将接收以这种语言提供的信息。 |
| | Russian/русский | Данный документ содержит важную информацию о вашем трудоустройстве. Отметьте галочкой квадрат слева для получения этой информации на данном языке. |
| | Somali/Soomaali | Dukumentigan waxaa ku qoran macluumaad muhiim ah oo ku saabsan shaqadaada. Calaamadi sanduuqan haddii aad rabto inaad macluumaadkan ku hesho luqaddan. |
| | Laotian/ພາສາລາວ | ເອກະສານນີ້ມີຂໍ້ມູນທີ່ສໍາຄັນກ່ຽວກັບການຈ້າງງານຂອງທ່ານ. ກວດເບິງກ່ອງທີຢູ່ເບື້ອງຊ້າຍເພື່ອຮັບຂໍ້ມູນນີ້ໃນພາສານີ້. |
| | Korean/한국어 | 이 문서에는 귀하의 고용 형태에 관련된 중요한 정보가 담겨있습니다. 이 언어로 이 정보를 받기를 원하시면 왼쪽 상자에 체크하여 주세요. |
| | Tagalog/Tagalog | Ang dokumentong ito ay nagtataglay ng mahalagang impormasyon tungkol sa iyong pagtatrabaho. Lagyan ng tsek ang kahon sa kaliwa upang matanggap ang impormasyong ito sa wikang ito. |
| | Oromo/Oromoo | Waraqaan kun waayee hojii keetii odeeffannoo barbaachisoo ta'an qabatee jira. Saaxinnii karaa bitaatti argamu kana irratti mallattoo godhi yoo afaan Kanaan barreeffama argachuu barbaadde. |
| | Amharic/አማርኛ | ይህ ዶኩመንት አቀጣጠሮን በሚመለከት አስፈላጊ መረጃ የያዘ ነው። ይህንን ዶኩመንት በስተግራ በኩል ባለው ቋንቋ ተተርጉሞ እንዲሰጦት ከፈለጉ በዛው በስተግራ በኩል ባለው ሳጥን ውስጥ ምልክት ያድርጉ። |
| | Karen / ကညီကျိာ် | လံာ်တီလံာ်မီတခါအံၤပာ်ယုာ်တၢ်ဂ့ၢ်တၢ်ကျိုးအကါဒိၣ်လၢအဘၣ်ယးဒီးနတၢ်ဖံးတၢ်မၤနၣ်လီၤ. တိၤနီၣ်တၢ်ဒၢလၢအစုၣ်တကပၤလၢတၢ်ကဒီးနၣ်တၢ်ဂ့ၢ်တၢ်ကျိုးလၢကျိာ်တခါအံၤအဂီၢ်တက့ၢ်. |
| | Arabic/ العربية | يحتوي هذا المستند على معلومات مهمة حول عملك. ضع علامة في المربع على اليمين للحصول على هذه المعلومات في هذه اللغة. |