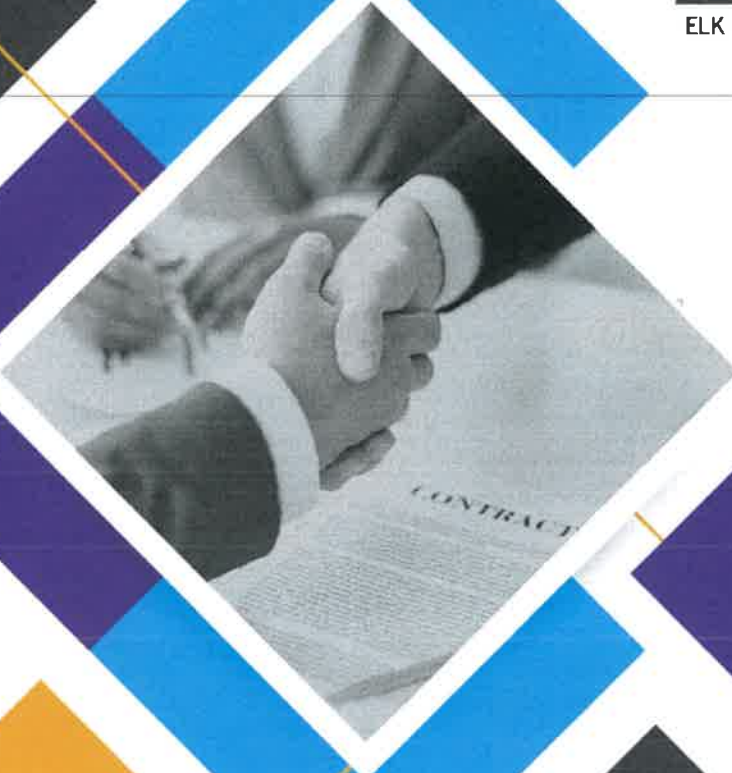




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Our mission is to **educate**, **inspire** and **empower** our diverse learners, to shape their futures, to accomplish their dreams and to contribute positively to our local and global communities.

July 1, 2023 to June 30, 2025

MASTER AGREEMENT

BETWEEN
INDEPENDENT SCHOOL DISTRICT 728

— AND —

**American Federation of State, County and
Municipal Employees
AFL –CIO Council 65**



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ARTICLE I
PURPOSE

1.1 Parties

This Agreement, entered into between the School Board of Independent School District 728, Elk River, Minnesota, hereinafter referred to as the School Board, and the American Federation of State, County and Municipal Employees, AFL-CIO, Council 65 - Teaching Assistants and Paraprofessionals, of District 728, hereinafter referred to as the Exclusive Representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the PELRA, to provide the terms and conditions of employment for employees as defined in Article II during the duration of this Agreement.

ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

2.1 Recognition

In accordance with the PELRA, the School Board recognizes the American Federation of State, County and Municipal Employees, AFL-CIO, Council 65 as the Exclusive Representative of employees as defined in Article III employed by the School Board of Independent School District 728, which Exclusive Representative shall have those rights and duties as prescribed in PELRA and as described in the provisions of this Agreement.

ARTICLE III
DEFINITIONS

3.1 Terms and Conditions of Employment

Terms and conditions of employment shall mean the hours of employment, the compensation therefore, including fringe benefits, and the employer's personnel policies affecting the working conditions of employees.

3.2 Employees

Unless otherwise noted in this contract, employees shall mean only persons appointed or employed by the School Board and classified as a Teaching Assistant or Paraprofessional who are School Board approved for more than fourteen (14) hours per week and work in excess of sixty-seven (67) working days in any calendar year in one (1) or more regularly scheduled Teaching Assistant or Paraprofessional position(s), and excluding supervisory employees, student employees, part-time employees and all other employees.

3.3 Full-Time Employees

A full-time employee shall be defined as one whose regularly scheduled working day is six (6) or more hours per day.

3.4 Substitute Employees

An internal substitute employee is defined as a current regular employee from inside the bargaining unit appointed or employed as a temporary replacement for an incumbent employee who is on an approved leave of absence.

An external substitute employee is defined as a person from outside the bargaining unit appointed or employed as a temporary replacement for an incumbent employee who is on an approved leave of absence.

3.5 Other Terms

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

3.6 Days

Unless otherwise defined, any reference to days regarding time periods in this contract shall refer to week days, Monday through Friday, excluding holidays.

ARTICLE IV
SCHOOL BOARD RIGHTS

4.1 Inherent Managerial Rights

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

4.2 Management Responsibilities

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

4.3 Effect of Laws, Rules and Regulations

The Exclusive Representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School Board and shall be governed by the laws of

the State of Minnesota, and by School Board rules, regulations, directives and orders, issued by properly designated officials of the School District. The Exclusive Representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement, and revisions of this Agreement are subject to the laws of the state. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

4.4 Reservation of Managerial Rights

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

ARTICLE V
EMPLOYEE RIGHTS

5.1 Request for Dues Check off

Employees shall have the right to request and be allowed dues check off for the Exclusive Representative provided that dues check off and the proceeds thereof shall not be allowed any employee organization that has lost its right to dues check off pursuant to the PELRA. Upon receipt of a properly executed authorization card of the employee involved, the School District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization during the period provided in said authorization. Deductions may be terminated by the employee by giving thirty (30) days written notice to the School Board Business Office to stop deductions.

5.2 Deductions

The School Board shall transmit such sums as deducted from employees paychecks for dues to the Exclusive Representative together with a list of the names of the employees for whom deductions were made and the amount of such deductions within thirty (30) days of such deductions.

5.3 Exclusive Representative Access to Information

This Agreement will be posted online on the District's website within twenty (20) days of the School Board signing the agreement.

Employee Access to Information

New employees will be provided with an electronic link to this Agreement upon confirmation that their District email address is functioning and available for their access.

5.4 Representative

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

5.5 Limitations

Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or the 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 the Exclusive Representative.

5.6 E-mail Use

The Union may use the District e-mail system for union meeting notifications, and information distribution.

5.8 Union Orientation Release

Each newly hired bargaining unit employee shall, within thirty (30) days, of the employee's Board appointment, be scheduled for a Union orientation.

ARTICLE VI
BASIC RATES OF PAY

6.1 Salary Schedule

The parties agree that the wages and salaries reflected in Appendix A attached hereto, shall be a part of the Agreement for the period commencing July 1, 2023, to June 30, 2025, and thereafter until modifications are made.

6.2 Changes in Rates of Pay

The School Board reserves the right to withhold a pay increase in individual cases. The employee shall be given written notice and the reason for such action.

ARTICLE VII
MILEAGE PAYMENT

7.1 Requirements

Mileage will be paid to an employee when the employee is required to use their own vehicle to travel for work purposes and meets the qualifications as listed in this Article. All mileage

payments must be pre-approved by the employee's supervisor in order to be eligible for payment. Payments will be made in accordance with the Districts Expense Reimbursement policy and the Internal Revenue Service rules and regulations. District mileage pay will be paid at the rate allowed by the Internal Revenue Services for business deductions.

7.2 In-District Mileage Pay

Approved In-District mileage pay will be paid to employees that as part of the same position are assigned to work and travel between more than one (1) School District location in the same day.

Approved In-District Mileage Pay will be paid at the rate allowed by the Internal Revenue Service for business deductions.

Payment will be made to the employee upon submission by the employee of an approved "Mileage Report" form.

7.3 Out-of-District and Other Mileage Pay

Approved Out-of-District and Other mileage pay will be paid at the rate allowed by the Internal Revenue Service for business deductions.

Payments will be made upon submission by the employee of an approved "Mileage Report" form.

ARTICLE VIII GROUP INSURANCE

8.1 Health and Hospitalization Insurance

The School Board shall contribute the dollar amounts identified in the chart in Appendix A-8 per month pursuant to the insurance benefit schedule described in Section 8.7., toward the premium for single or dependent coverage for each employee who qualifies for and is enrolled in the School District group health and hospitalization plan. Any employee who qualifies for and is enrolled in the School District group health and hospitalization plan and who is regularly scheduled to be employed by the School District a minimum of twenty (20) hours or more per week shall receive a prorated contribution from the School District towards such coverage.

The School Board shall provide a high deductible plan with a health savings account (HSA). For any employee who enrolls in the single coverage of the high deductible Empower HSA plan or its equivalent, the School Board shall contribute a sum up to, but not to exceed, the amount identified on the insurance grid in Appendix A-8. per month. The calculated benefit amount, which is based upon the Health Insurance Grids, shall first be applied towards the cost of the premium with any remaining amount up to, but not to exceed, the deductible amount per month contributed to a HSA in the employee's name. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

8.1.1 The School Board shall provide a high deductible plan with a health savings account (HSA). For any employee who enrolls in the family coverage of the high deductible

Empower HSA plan or its equivalent, the School Board shall contribute up to, but not to exceed, the amount identified on the insurance grid in Appendix A-8 per month. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

8.1.2 **Hardship**

For single and dependent coverage, if an employee submits evidence of hardship, the School District, in accordance with IRS regulations will contribute the remainder of the calendar year contribution for the plan year the employee has elected to participate in a high deductible plan with an HSA and stop all monthly contributions for the remainder of the calendar year or plan year in which the employee participates in a high deductible plan with an HSA whichever comes first. If an employee leaves the District prior to the end of the calendar year, any unearned contribution will be paid back to the District.

An example of the HSA Hardship Worksheet can be found on the District's Human Resources Web Site under the Employee/Benefits Information /Health Savings Account (HSA).

8.1.3 Upon termination of employment or loss of insurance eligibility, the employee will be offered an extension of insurance coverage according to the provisions of applicable state or federal law.

8.2 Term-Life Insurance

8.2.1 The School Board shall pay the full premium per month for each eligible employee if coverage is available to the School District by the carrier.

8.2.2 The amount of the group term-life insurance coverage shall be fifty thousand and 00/100 dollars (\$50,000.00).

8.2.3 An eligible employee will have the option to purchase additional amounts of group term-life insurance in multiples of five thousand and 00/100 dollars (\$5,000.00) subject to the approval of the insurance carrier. The cost of any additional insurance will be paid for by the employee.

8.2.4 The maximum amount of combined benefit of the group term-life insurance that the School District purchases on behalf of the employee and the additional group term-life insurance that the employee purchases shall not exceed one hundred fifty thousand and 00/100 dollars (\$150,000.00).

8.3 Long-Term Disability Insurance

8.3.1 The School Board shall contribute an amount equal to the full premium for each eligible employee and, if coverage is available to the School District by the carrier.

8.3.2 An employee is eligible for School Board contributions as provided in this Article as

long as the employee is employed by the School District, actively working in the School District or on approved sick leave. Upon termination of employment, all School Board participation and contribution shall cease effective on the last working day.

- 8.3.3 The amount of benefit is two-thirds (2/3) of the employees gross salary, to a maximum monthly benefit payable of three thousand and 00/100 dollars (\$3,000.00) and with a sixty (60) consecutive calendar day waiting period.

~~This benefit will be effective upon ratification by the union, approval by the School Board, and approval by the insurance carrier.~~

- 8.3.4 An employee who became disabled prior to the effective date of the increased maximum monthly benefit of three thousand and 00/100 dollars (\$3,000.00) is eligible only for the monthly benefit payable in effect prior to the increase which was up to two thousand and 00/100 dollars (\$2,000.00).

8.4 Dental Insurance

- 8.4.1 Any employee who qualifies for and is enrolled in the School District group dental insurance and who is regularly scheduled to be employed by the School District a minimum of twenty (20) hours or more per week shall receive a contribution from the School District towards the premium of such coverage **according to the schedule below**. In no event shall the contribution exceed the cost of the premium.

DENTAL INSURANCE GRID – ALL ASSISTANTS – Dollar amounts reflect monthly Contribution

4-4.99 Hours	5-5.99 Hours	6-6.99 Hours	7-7.99 Hours	8 Hours
\$30	\$30	\$35	\$35	\$35

8.5 Worker's Compensation

- 8.5.1 All employees are covered by the provisions of Minnesota Statutes Chapter 176 Worker's Compensation and as such are entitled to the benefits thereby provided.
- 8.5.2 It shall be the responsibility of the employee to report within twenty-four (24) hours, or as soon as possible after the discovery of an injury, any accident in which such employee may have been involved and which accident occurred during the performance of duties. Such accident shall be reported using the established reporting process and/or tools (currently the online form on the District's website). The District will complete all required reporting and injury follow-up in accordance with the provisions of the statute and all applicable regulations.
- 8.5.3 The employer shall pay the employer's portion of any insurance premiums due, per Worker's Compensation claim, for a period up to a maximum of one hundred twenty (120) days after an employee is off the payroll status, is disabled, and is receiving benefits under Workers Compensation.

8.6 Eligibility for Group Insurance

An employee is eligible for School Board contributions as provided in Article VIII as long as the employee is employed by the School District. Upon termination of employment or while on long-term leave of absence, all School Board participation and contribution shall cease effective on the last working day.

8.7 Insurance Benefit Schedule

Insurance coverage and increases to the contractual School Board Contribution are based on an insurance schedule of July 1st through June 30th.

Employees who complete their scheduled contract work year are deemed to have earned insurance coverage and the School Board contribution until the current year's insurance year ends. The new contractual benefits will begin when the current year's insurance year begins.

ARTICLE IX **LEAVES OF ABSENCE**

9.1 Sick Leave

All full-time employees and on a pro rata basis part-time employees shall earn sick leave at the rate of one (1) day, pro rata, per month of service in the employment of the School District up to a maximum of nine (9) days, pro rata, of sick leave each year. The first three (3) days of sick leave accrual, pro rata for part time, will be allocated into the employee's sick leave account on the first day of the employee's contract year. The School District, at its sole discretion, may advance more than the three (3) days up to the employee's expected annual sick leave allowance when extenuating medical circumstances exist. Any employee who wishes to request an advancement of expected annual sick leave allowance must submit a written request (accompanied by a physician's written statement outlining the need for a leave of absence) directly to the School District's Executive Director of Human Resources for approval. Employees may also request advancement of expected annual sick leave for the purpose of bereavement.

- 9.1.1 In the event employment ends prior to the end of the school year, any payment made for sick leave used beyond that earned will be deducted from the final pay check.
- 9.1.2 The Administration may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School Board or their designee.
- 9.1.3 In the event that a medical certificate will be required, the employee shall be so advised.
- 9.1.4 Sick leave may be used for absences due to an illness, injury, or physical disability, to the employee for the amount of time as the employee's absence may be necessary. Sick leave

may also be used by the employee for absences due to an illness, injury, or physical disability of the employee's child, adult child, spouse, sibling, step-sibling, parent, parent-in-law, grandparent, grandchild, step-grandchild, step-parent, or person for whom the employee is the *in loco parentis* for the amount of time as the employee's absence may be necessary and on the same terms upon which the employee is able to use sick leave benefits for his/her own illness, injury, or physical disability. For purposes of this section the term "child" includes a step-child, biological, adopted, and foster child.

A maximum of five (5) days of sick leave may be used for a sister-in-law and brother-in-law. The School District may require the ill or injured person to contact a physician in order for the employee to be eligible for the employee's use of sick leave. Contact with a physician may be in the form of a telephone call. The School District may also require a written physician's statement as verification of a required contact with a physician. Examples of when the School District may require a written physician's statement include but **ARE NOT** limited to the following reasons:

- a. Absences from work of more than three (3) days by the employee.
- b. The employee has a pattern of repeated absences.
- c. Abuse by the employee of their use of sick leave.

9.1.5 Sick leave pay shall be approved only upon submission using "Employee Access", and Frontline Absence Management.

9.1.6 Sick leave pay shall be deducted from the accrued sick leave days earned by the employee.

9.1.7 In the case of an emergency where an employee cannot enter the absence for themselves, an employee may contact a designated person within one's worksite, i.e., Senior Secretary, to have the employee's leave data entered into "Employee Access" and Frontline Absence Management.

9.1.8 Donation of Sick Leave

Employees may upon request, donate sick leave to another employee within the bargaining unit. Procedures for requesting and donating sick leave shall be processed as outlined in Appendix C

9.2 Personal Leave

9.2.1 All full-time employees and on a pro rata basis, part-time employees, shall be granted one (1) day of Personal Leave per year .

9.2.2 Unused Personal Leave days may be carried forward to accumulate to a maximum credit of three (3) days. Personal Leave days must be used in one half (1/2) or full day increments.

9.2.3 Each building is limited to no more than two (2) Assistants off on personal leave each student contact day, regardless if the leave is taken in one half (1/2) or full day increments.

- 9.2.4 The request must be made to the employee's supervisor using "Employee Access" and Frontline Absence Management at least three (3) work days prior to the day the leave is to be taken, except in emergencies. In the event of an emergency, an oral request through the employee's supervisor will be considered.
- 9.2.5 Employees will be paid for Personal Leave if they have accrued sick leave to cover the absence. The sick leave deduction will reflect the one half (1/2) or full day increment.
- 9.2.6 In the case of an emergency where an employee cannot enter the absence for themselves, an employee may contact a designated person within one's worksite, i.e., Senior Secretary, to have the employee's leave data entered into "Employee Access" and Frontline Absence Management.

9.3 Bereavement Leave

- 9.3.1 Bereavement Leave may be granted to all employees and on a pro rata basis to part-time employees.
- 9.3.2 Bereavement Leave may be granted in the event of the death of a spouse, child, parent, brother, sister, or grandchild.
- 9.3.3 Bereavement Leave may be granted for a period up to three (3) consecutive work days, depending upon the distance to travel for the death of the employee's or the employee's spouse's grandparent, parent-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, aunt, uncle, niece, nephew, and first cousin.
- 9.3.4 One (1) day of Bereavement Leave per year shall be granted for the death of a close friend.
- 9.3.5 Approved Bereavement Leave shall be deducted from the accrued sick leave days earned by the employee.
- 9.3.6 Bereavement Leave that meets the criteria set forth in the Bereavement Leave Section will be approved for payment upon submission using Employee Access.
- 9.3.7 In the case of an emergency where an employee cannot enter the absence for themselves, an employee may contact a designated person within one's worksite, i.e., Senior Secretary, to have the employee's leave data entered into "Employee Access" and Frontline Absence Management.

9.4 Jury Duty

- 9.4.1 A leave of absence with regular pay, less the amount paid as jury duty pay, shall be granted to all employees called for jury duty.
- 9.4.2 Such employees shall submit a request for leave with pay indicating the amount of pay earned while on jury duty. The difference between the regular pay and the jury pay will be paid at the next regular pay period.

- 9.4.3 An employee, upon being called for such duty, is expected to inform the employee's supervisor as soon as notice is received.
- 9.4.4 When relieved from jury duty during the day, the employee is to return to the place of work for the remainder of the regular shift for that day.

9.5 Other Leaves of Absence

- 9.5.1 The School Board may grant other leaves of absence, with pay or without pay, in accordance with School Board policy and state and federal law.
- 9.5.2 An employee who returns from a leave of absence within the provisions of this Article shall retain all previous experience credit and any sick leave accumulated under the provisions of this Agreement at the commencement of the leave. The employee shall not accrue additional experience credit while on leave.
- 9.5.3 To comply with the requirements of the PERA, any employee covered by this Agreement whose sick leave is entirely used and who is not able to return to normal duties because of illness, the School Board will pass a resolution granting a temporary leave of absence and will notify the office of the PERA of this action.

9.6 Maternity Leave

- 9.6.1 An employee shall be afforded a maternity leave of absence provided she follows the procedure outlined in this section.
- 9.6.2 An employee requesting maternity leave shall notify the Human Resources Department in writing no later than the end of the fourth month of pregnancy, and also at that time, provide a physician's statement indicating the estimated date of delivery of the child.
- 9.6.3 The employee may submit a written request to the Human Resources Department for a maternity leave including commencement date, and return date, or if the employee so elects, a written resignation pursuant to the dates recommended by the Superintendent of Schools under Subdivision 4, hereof.
- 9.6.4 The effective beginning date of such leave and its duration, or resignation, if the employee so elects, shall be submitted by the Human Resources Department to the School Board for its action. In recommending the date of commencement and duration of the leave or the effective date of the resignation, the Human Resources Department shall review each case on its individual merits.
- 9.6.5 In making a determination under Subdivision 4 concerning the commencement and duration of a maternity leave of absence, the School Board shall not in any event, be required to:

- a. grant any leave more than twelve (12) months in duration, or
 - b. permit the employee to return to her employment prior to the date designated in the request for maternity leave.
- 9.6.6 If the employee complies with all provisions of the Article and a maternity leave is granted by the School Board, the School Board shall notify the employee in writing of its action.
- 9.6.7 An employee returning from maternity leave shall be re-employed in the same position or one for which she is qualified, the first case being the primary consideration provided:
- a. that the position has not been abolished
 - b. that she is not physically or mentally disabled from performing the duties of such position, or
 - c. that she returns on the date designated on the request for leave approved by the School Board.
- 9.6.8 Failure of the employee to return pursuant to the date determined in this Article without validated medical reason shall constitute grounds for termination of employment in the School District.
- 9.6.9 The parties agree that periods of time for which the employee is on maternity leave shall not be counted in determining the completion of the probationary period.
- 9.6.10 An employee who returns from maternity leave within the provisions of this Article shall retain all previous experience credit and sick leave accumulated under the provisions of this Agreement at the commencement of the leave. The employee shall not accrue additional experience credit while on maternity leave.
- 9.6.11 An employee on maternity leave is eligible to participate in group insurance programs, if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as she wishes to retain, commencing with the beginning of the maternity leave. The right to continue participation in such group insurance programs will terminate if the employee does not return to the School District pursuant to this Article.
- 9.6.12 The parties further agree that any maternity leave of absence granted under this Article shall be a leave without pay.

ARTICLE X **HOURS OF SERVICE**

10.1 Work Week

The normal work week shall be five (5) consecutive days. All time worked over forty (40) hours per week shall be paid at the rate of time and one-half (1½) the regular rate of pay for that position. All overtime work must be authorized in advance by the Principal, the Supervisor, the Superintendent of Schools or his/her designated representative.

10.2 Work Day and Emergency Closings

In the event of emergencies the regularly scheduled work day may be changed by the supervisor of the employee. In the event of an emergency closing, employees who have reported for work shall remain until dismissed by the Principal. No employee who has reported for work shall receive less than two (2) hours pay, unless the employee requests permission to leave before two (2) hours and the request is granted by the Principal.

10.3 Daily Work Program

The individual employee's daily work program, including starting and quitting time will be guided by the needs for best operation of the school building as determined by the Principal or supervisor.

10.3.1 Rest Break(s)

To the extent the work schedule and the needs of students permits, a fifteen (15) minute paid rest break will be allowed in each four (4) hours segment of an eight (8) hour day as scheduled by the employee's supervisor or designee. Employees, who work more than a four (4) hour day but less than an eight (8) hour day, are allowed one fifteen (15) minute break.

It is understood by all parties that scheduling and work assignments, including meeting the anticipated and/ or unanticipated needs of students, may not permit any or a portion of rest breaks on some days. It is also understood that this issue is not subject to the grievance process and that lack of a break time on any given day may not be used for reasons to extend a lunch break or to leave work early or to come to work later than the regular scheduled work day without prior approval of the employee's supervisor or designee.

10.3.2 Unpaid Lunch Break

Employees who work more than a four (4) hour day and have a work schedule that extends through the normal lunch period(s) where assigned shall receive a one-half hour duty free unpaid lunch break. If the affected employee and the building Principal mutually agree to do so, the employee may waive this unpaid lunch break. When the regular school day is adjusted lunch period may or may not be scheduled based on the needs of the students. The adjustment shall be arranged between the affected employees and the building Principal.

10.4 Continuation of Designated Benefits

The School Board will continue the following benefits for employees that receive full-time benefits and subsequently have their position hours reduced below the minimum to receive full-time benefits but remain in one (1) or more regularly scheduled School Board approved Teaching Assistant or Paraprofessional position(s) for more than fourteen (14) hours per week. Multiple part-time Teaching Assistant positions held by an employee that equal or exceed the number of hours needed to receive full-time benefits qualify the employee for benefits under Section 10.4.

1. **Sick Leave** will be afforded to the employee according to Section 9.1 Sick Leave.
2. **Vacation** will be afforded the employee according to Section 16.2 Vacations.
3. **Emergency Leave** will be afforded to the employee according to Section 9.1 Emergency Leave.
4. **Health and Hospitalization Insurance** will be afforded the employee according to Section 8.1 with the exception that the employee shall remain eligible to receive the School Board contribution towards the premium for health and hospitalization insurance at the same benefit ratio the employee was receiving at the time of the reduction of their hours. This benefit will continue through June 30th of the school year following the reduction of their hours. Continuation of insurance benefits is subject to the approval of the insurance carrier.
5. **Term Life Insurance** will be afforded the employee according to Section 8.2 with the exception that the employee shall remain eligible to receive the School Board contribution towards the premium for term life insurance at the same benefit ratio the employee was receiving at the time of the reduction of their hours. This benefit will continue through June 30th of the school year following the reduction of their hours. Continuation of insurance benefits is subject to the approval of the insurance carrier.

ARTICLE XI **WORK ASSIGNMENTS**

11.1 Determination of the Work Assignment

Work assignments shall be made by the Principal or the Supervisor.

11.2 Job Description

It is understood that the work of an employee shall include all work of any kind as contained in the job description for that position.

ARTICLE XII **DISCIPLINE AND DISMISSAL AND** **DEMOTION**

12.1 Cause for Dismissal

Employees on regular employment status may be dismissed only for cause, which may include but is not limited to the following:

Suspension and Dismissal

1. Improper conduct or language
2. Insubordination (suspension on first charge - immediate dismissal on next charge)

Dismissal

1. Failure to pass any physical examination required
2. Failure to pass required examinations and/or meet qualification requirements for the position.
3. Failure to do the work assigned

Immediate Dismissal

1. Theft or immoral conduct
2. Consumption or sale of intoxicating beverages or controlled substances while on the job
3. Dishonesty or stealing

12.2 Disciplinary Action

Disciplinary actions taken by the School District will be as follows and in the order listed:

Disciplinary Action Schedule

1. Oral reprimand
2. Written reprimand
3. Suspension
4. Demotion
5. Dismissal

Disciplinary actions will proceed to the next step listed in the Disciplinary Action Schedule for each inappropriate action by the employee and the School District will not be required to start over at Step One (1) of the Disciplinary Action Schedule for each different type of inappropriate action. Thus, inappropriate actions warranting disciplinary actions are accumulative and will justify the School District proceeding to the next step of the Disciplinary Action Schedule.

Suspension shall be defined as meaning mandatory release from work by the School District, without pay or compensation, after following the prescribed Disciplinary Action Schedule set forth in Section 12.2. The School District will have the right to determine the length of suspension based upon the severity of the offense. Suspension can also be given, without following the Disciplinary Action Schedule, for those actions listed in Section 12.1 and so indicated but not limited to those actions only.

Dismissal shall be defined as meaning discharged, without pay or compensation, after following the prescribed Disciplinary Action Schedule set forth in Section 12.2. Dismissal can also be given, without following the Disciplinary Action Schedule, for those actions listed in Section 12.1 and so indicated but not limited to those actions only. Employees who are dismissed are not terminating employment in good standing.

Immediate dismissal shall be defined as meaning discharged, without pay or compensation, without following the prescribed Disciplinary Action Schedule set forth in Section 12.2. Immediate dismissal can also be given, without following the Disciplinary Action Schedule, for those actions listed in Section 12.1 and so indicated but not limited to those actions only. Employees who are dismissed are not terminating employment in good standing.

At the discretion of the School District, an employee may be demoted only if they are not performing their job satisfactorily and/or are deemed not qualified for their position. If an employee is demoted, the School Board shall give written notice and reason for such action. Assignment to a position as a result of a demotion will be made by the School District based on the operational needs and the qualifications of the employee.

If an employee does not terminate employment in good standing, the employee will forfeit all vacation pay, holiday pay, early retirement pay, and retroactive pay which the employee is eligible to receive at the time of their termination.

12.3 Employee Representative Upon Dismissal

The Exclusive Representative may discuss with the administration those causes for discharge which do not require immediate dismissal; however, the decision of the School Board shall be final except as defined under Article XVII, Grievance Procedures.

ARTICLE XIII SENIORITY

13.1 Seniority

13.1.1 The purpose of seniority is to provide a declared policy as to the order of layoff and recall of employees who have satisfactorily completed the probationary period in accordance with Article XVII, Section 17.3 .

13.1.2 A seniority list will be maintained by the School District. The seniority list will be updated and posted online annually by October 1st. The Exclusive Representative shall be provided an electronic copy of the posted seniority list. Any allegations that the seniority list contains errors must be asserted through a written statement setting forth the allegations within twenty-one (21) calendar days from the date of the posting of the seniority list. Failure to file a written statement alleging an error shall constitute a waiver of any error. The written statement must contain all supporting evidence with attachments of relevant proof of error. The School District shall evaluate the allegations and make a decision on the validity of the alleged error. If necessary, the School District shall within thirty-one (31) calendar days after the initial posting of the annual seniority list, post a finalized seniority list.

13.1.3 Employees will be placed on the seniority list according to the first date of employment in the bargaining unit as defined in Article III, Section 3.2 of this agreement. An employee will maintain their position on the seniority list as long as the employee works in continuous service to the School District as a Teaching Assistant or Paraprofessional for more than fourteen (14) hours per week in one (1) or more regularly scheduled School Board approved Teaching Assistant or Paraprofessional position(s). An employee, who works in a combination of assignments that are in different grade levels, and more than fourteen (14) hours per week, will hold seniority at the grade level where the majority of hours are worked. If the same number of hours is worked in two different grade levels, seniority will be in the higher grade level.

13.1.4 Notwithstanding Article III, Section 3.2 employees who hold Crossing Guard positions in addition to their regularly assigned Assistant position will have their School Board appointed Crossing Guard hours added to their regular Assistant Core Hours for the purposes of insurance eligibility and seniority. The parties agree that Crossing Guard duties are not covered by the collective bargaining agreement and that the elimination or reduction of crossing guard hours does not constitute a reduction in force under Article XIV.

13.2 Continuation on the Seniority List

If the work assignment for an employee is reduced to fourteen (14) hours or less per week in one (1) or more regularly scheduled School Board approved Teaching Assistant or Paraprofessional position(s), the employee will remain on the seniority list through June 30th of the school year following the reduction of their work assignment to fourteen (14) hours or less per week in one (1) or more regularly scheduled School Board approved Teaching Assistant or Paraprofessional position(s).

13.3 Loss of Seniority

An employee who is properly discharged or resigns, or who has been laid off for a period of two (2) years without being recalled from layoff, or who fails to accept recall within two (2) weeks of being sent notice of recall from layoff, shall forfeit all seniority rights.

ARTICLE XIV
REDUCTION IN FORCE

14.1 Definitions

Core hours - Core hours shall mean the total regularly School Board appointed daily hours that were not declared temporary at the time of assignment. Temporary hours shall mean hours assigned in addition to the School Board appointed daily hours that are less than fourteen (14) hours per week or sixty-seven (67) days per year, and given an expiration date at the time of assignment. For a position to be eliminated or reduced it shall mean that core hours are completely eliminated or reduced to the extent that the employee's insurance benefit band is being reduced.

Layoff – Layoff is defined as when an employee goes into an unpaid status as a result of a reduction or elimination of core hours and elects layoff; or the employee is displaced by a more senior employee and chooses not to displace a less senior employee and go into layoff status, or there is no position available and the employee is forced to take layoff.

Displacement – A displacement is defined as an employee whose core hours are reduced or eliminated; or by the exercise of seniority of a more senior employee to displace a less senior employee from their position in order to remain on paid status. In no event will an employee displace another employee with greater seniority. In the event of duplicate hiring dates, seniority shall be determined by lottery.

Employees whose core hours have been reduced to the extent that the employee's insurance benefit band is reduced or whose core hours are eliminated will receive a written notice at least ten (10) work days in advance of the reduction or elimination.

For the purposes of displacement, an open position is considered to be the least senior employee where identified in the displacement procedure.

Reduction in Force (RIF) - A separation of employment or a change in core hours, which would change an employee's insurance contribution, due to the lack of funds, lack of work, redesign or the elimination of positions.

14.2 Displacement

In the event an employee's core hours are eliminated or reduced, the employee if qualified, as defined by the minimum qualifications in the job description, may elect to:

1. Elect layoff and placement on the recall list, or;
2. Accept the reduction in hours and remain in their current position, or
3. Accept placement into a vacant position. If more than one (1) vacant position is available, selection of a vacant position will be in seniority order. If no vacant positions exist, then the employee may;
4. Bump the least senior employee in the following order:
 - a. in the same pay grade with the same number of core hours;
 - b. if not qualified, the next least senior employee in the same pay grade with the same number of core hours;
 - c. if not available, in the same pay grade with the next lowest number of core hours; or
5. If the least senior in the pay grade, bump the least senior employee:
 - a. in the next lower pay grade with the same number of core hours;
 - b. if not qualified, the next least senior employee in the next lower pay grade with the same number of core hours;
 - c. if not available, in the next lower pay grade with the next lowest number of daily hours;

The resulting displaced employee, if qualified, shall then have the right to bump a less senior employee by choosing among the same options described in Displacement above. The bumping process shall continue until the least senior employee is laid off in accordance with the Layoff Classification Chart.

Layoff Classification Chart

Grade III → Grade II → Grade I

A displaced employee shall be placed on the pay step nearest their present rate in the lower classification.

In no case shall a displaced employee bump another employee with more seniority.

An employee who displaces another employee must meet minimum qualifications for the position that the employee claims. A displaced employee will maintain status on the seniority list and recall rights to the same pay grade and identical core hours from which the employee was displaced.

14.3 Layoff and Recall

Employees with the least seniority shall be involuntarily laid off first. Two (2) weeks' notice shall be given to an employee if the employee is to be laid off.

Displaced and/or laid off employees will have a right of recall to the same pay grade and identical core hours from which they were displaced or laid off.

Employees must respond within two (2) work days of notification by the District of recall from layoff or displacement. If an employee accepts the offer of recall the employee must be available to report to work within two (2) weeks from the date that the employee accepted the offer of recall.

14.4 Loss of Recall

An employee shall lose all recall rights under the following;

1. The employee fails to accept the offer of recall within the two (2) business day notification period; or
2. The employee fails to report to work within the ten (10) work day period; or
3. The employee has been on lay off for a period of two (2) years without being recalled from layoff; or
4. The employee voluntarily bids for, and accepts another position:

Acceptance of a position in a lower pay grade and/or fewer core hours through displacement shall not forfeit the employee's recall rights to the employee's previous pay grade and identical core hours for a period of three hundred sixty-five (365) calendar days from the effective date of the employee's lay off.

ARTICLE XV **RESIGNATION**

15.1 Resignation Notice

A ten (10) work day written notice shall be required of an employee if the employee wishes to resign in good standing. If an employee does not terminate employment in good standing, the employee will forfeit all vacation pay, holiday pay, early retirement pay, severance pay and retroactive pay which the employee is eligible to receive at the time of their termination.

15.2 Normal Retirement

Employees shall retire at the conclusion of the school year consistent with appropriate federal and/or state law.

ARTICLE XVI
403(b) MATCHING RETIREMENT PLAN

- 16.1 Eligible employees, as defined in Section 16.2 may participate in the Independent School District 728 403(b) Matching Retirement Plan. Eligible employees may elect to enter into salary reduction agreements and have amounts withheld from their salaries in accordance with the terms of the plan and the provisions of this Article.
- 16.2 To qualify for and participate in the Independent School District 728 403(b) Matching Retirement Plan, an employee must have completed four (4) full school years of continuous service with Independent School District 728 by June 30 of a calendar year. Service must be in positions that are School Board approved and the employee must have been appointed, by the School Board, to the position. Service in different positions can be combined to meet the four (4) full school years of continuous service eligibility requirement. Upon completion of the requirements for eligibility, participation will begin with the first paycheck in a fiscal year. If an eligible employee does not elect to participate prior to receiving the first paycheck of the fiscal year, the employee may later elect to participate, effective the first paycheck following ten (10) work days after the required enrollment forms are received in the Human Resources Department. The employee will establish the match amount per paycheck and receive that amount until their fiscal limit has been reached, at which time the match would stop and restart upon commencement of a new fiscal year.
- Partial years of service of one hundred eighty (180) consecutive calendar days or more will be considered as a complete year of service. Partial years of service less than one hundred eighty (180) consecutive calendar days will not be considered as a complete year of service and cannot be combined to make a complete year of service. Approved leaves of absence without pay will not sever continuous service but will not be credited towards the calculation of years of continuous service.
- 16.3 In addition to the requirements of Section 16.2 , to qualify for and participate in the Independent School District 728 403(b) Matching Retirement Plan and receive a matching contribution, an employee must be School Board approved, as of July 1, to work a minimum of twenty (20) hours per week. An employee who falls below the minimum number of hours of eligibility during the employee's contracted year will not be eligible to receive the match for the remainder of the employee's contract year.
- 16.4 The School District will match up to a maximum of one thousand and 00/100 dollars (\$1,000.00) per school year. All matches will be on a dollar-for-dollar basis. Effective with School Board approval of the 2021-2023 collective bargaining agreement, the School District match will be reduced to seven hundred fifty and 00/100 dollars (\$750.00)
- 16.5 The School District's obligation for contributions in matching funds shall cease after the School District has contributed the following maximums in annual contributions or in combination with other matching funds contributed by the School District on behalf of the employee if the employee was previously a member of a different bargaining unit.
- 16.6 An employee's lifetime maximum contribution by the School District is twelve thousand five hundred and 00/100 dollars (\$12,500.00)

- 16.7 If an employee is employed by the School District prior to July 1, 1997, and if such employee has completed at least twenty (20) school years of continuous service with Independent School District 728 at the time of retirement, the employee, upon retirement, will be eligible for a lump-sum payment equal to the difference between twelve thousand five hundred and 00/100 dollars (\$12,500.00) (prorated based upon the employee's School Board approved assignment at the time of retirement) and the amount actually contributed by the School District pursuant to the terms of the Independent School District 728 403(b) Matching Retirement Plan. "Continuous service," for the purposes of this paragraph only, shall be defined as in Sections 16.2 and 16.3 except that the twenty (20) hour-per-week minimum shall be reduced to fourteen (14) hours per week. Persons employed on and after July 1, 1997, are not eligible for this benefit.
- 16.8 Upon retirement, the lump-sum payment under Section 16.7 will be made directly to the Minnesota State Retirement System Health Care Savings Plan. The payment will be made within thirty (30) calendar days of the employee's School Board approved retirement date. In no event will the School District be obligated to pay any amounts greater than authorized by applicable state statutes or regulations or federal laws or regulations. It is understood that the School District's only obligation is to make the specified payment on behalf of the employee to the appropriate fund and no claim shall be made against the School District as a result of the Minnesota State Retirement System Health Care Savings Plan.
- 16.9 In the event of the death of an employee who has met the aforementioned eligibility requirements under Section 16.7 but a payment has not yet been made to the Minnesota State Retirement System Health Care Savings Plan on behalf of the employee, the amount will be paid to the deceased employee's estate.

ARTICLE XVII VACANCIES

17.1 Posting

Notice of new positions or vacancies of more than thirty (30) calendar days duration will be posted for a period of seven (7) work days. Notices will be posted on the School District internet website. Applicants must submit an application via the online posting system (currently Frontline Recruiting & Hiring) within the seven (7) work day notice period.

17.2 Advancement, Transfer, Promotion

Final decisions for employment advancement, transfer, or promotion will be made by the School Board consistent with the qualifications and requirements of the operation of the School District. Current employees hired into a position in a higher grade will be transferred as soon as administratively possible. If the current employee is not transferred within 15 calendar days, the employee will be entitled to the rate of pay and hours in the higher classification effective on sixteenth (16th) calendar day after the date of hire. If a current bargaining unit member is not selected for a vacancy they have applied for, the District shall give them a written response stating the reasons why they were not selected. This shall not be subject to the grievance procedure.

17.3 Probation Period

All newly hired employees into the bargaining unit shall be on probation for a period of ninety (90) student contact days during the employee's regular work year schedule. Continued employment during this period shall be vested solely in the School Board. Subsequent to that period, the employee shall attain regular employment status subject to the following:

17.4 Qualification Period

Current bargaining unit employees who have successfully completed their probationary period and:

- a. Who apply for and are selected for a position in a higher classification will serve a ninety (90), on the job, calendar day qualification period. Continued employment in the higher classification during this period shall be vested solely in the School Board. In the event the employee fails to pass probation in the higher classification, the employee will first be assigned to a vacant position in their previous classification. If no such position is available, the employee will be permitted to exercise their seniority in accordance with the provisions of Article XIV , Section 14.2 Displacement.
- b. Who apply for and are selected for a position in a lower classification will not serve a qualification period. Continued employment in the lower classification shall be vested solely in the School Board in accordance with this collective bargaining agreement.

17.5 Temporary Vacancies equal to or less than 30 days

The determination to fill a temporary vacancy is solely up to the District. The District reserves the right to utilize either School Board appointed Teaching Assistants and Paraprofessionals or short term substitutes to fill temporary vacancies for Teaching Assistants and Paraprofessionals.

When a Teaching Assistant or Paraprofessional, who holds a School Board approved appointment, and who is approved for and agrees to fill a temporary vacancy as a Teaching Assistant or Paraprofessional, either within the time period of their School Board appointment or outside of the time period of their School Board appointment will be paid their applicable rate of pay as defined by Appendix A-1 of the Master Agreement.

The hours worked in a temporary vacancy will apply only to the applicable rate of pay and will not count towards the accrual of or accumulation of any fringe benefits.

When a Teaching Assistant or Paraprofessional, who holds a School Board approved appointment, is hired into another School Board appointment covered by the Master Agreement, the rate of pay will be determined by the appropriate Grade and step as defined in the Master Agreement.

When a Teaching Assistant or Paraprofessional, who holds a School Board approved appointment, is hired into another School Board appointment covered by another collective bargaining agreement or other compensation terms and conditions, the appropriate rate of pay for that position will be governed by the appropriate collective bargaining agreement or compensation/benefits handbook.

17.6 Temporary Vacancies of more than 30 days

When the incumbent employee returns, the internal substitute employee will be returned to their regular position. For External substitute employees the assignment will end with no further

expectation of regular scheduled assignment. Such action for External substitute employees is not grievable. The external substitute employee shall not earn seniority and shall not be subject to the provisions of Section 12.3 and Section 14.2 of this agreement.

In the event that the status of a substitute employee is changed to that of a regular employee and there is no break in service, the original date the substitute employee began work in the School District, in the temporary Teaching Assistant position, shall be the date of employment for seniority purposes. The employee's ninety (90) student contact day probation period begins to run with the date of the status change and the employee shall enjoy the same terms and conditions of employment as a regular employee.

In the event a vacancy, originally identified as equal to, or less than thirty (30) days, goes beyond thirty (30) days, the position will be posted in accordance with Article XVII of this agreement and the provisions applicable to a temporary vacancy of more than thirty (30) days identified above will apply.

See Article III, Section 3.4 for Substitute Employee Definitions.

ARTICLE XVIII **HOLIDAYS AND VACATIONS**

18.1 Holidays

18.1.1 All full-time employees and on a pro rata basis part-time employees shall be granted up to nine (9) holidays with pay per year coinciding with the school calendar as adopted by the School Board and which fall during the work year of the employee. Employees working less than twelve (12) months per year shall be paid for only those holidays which occur during the employee's regular work year schedule.

18.1.2 For 2023 - 2025 these holidays shall be:

New Year's Day	Thanksgiving Day
President's Day	Day After Thanksgiving Day
Good Friday	Day Before Christmas Day
Memorial Day	Christmas
Day Labor Day	

Employees will be paid for the Labor Day holiday if they are regularly scheduled and work the first work day following the Labor Day holiday.

18.1.3 If any holiday falls on a weekend day, the Superintendent of Schools will designate another holiday.

18.1.4 Any legal holiday that falls within an employee's vacation period shall not count as a day of vacation.

18.1.5 An employee must work their regularly scheduled shift the day before and the day after the holiday, unless on approved paid leave, to qualify for the holiday with pay.

18.2 Vacations

18.2.1 Employees hired on or before June 30, 2013:

All full-time employees and on a pro rata basis part-time employees, shall be granted vacation, with pay, on the basis of the following schedule. Employees who were not eligible for vacation under previous bargaining agreements and will be eligible for vacation effective July 1, 1994, will be placed on the 1 Year vacation step level regardless of the number of years of service. Vacation will be credited to the employee at the start of the school year, in hourly increments based on the employee's assigned daily hours.

Vacation Schedule

	<u>9 months</u>	<u>9.5 months</u>	<u>10 months</u>
1 Year	7 Days	7.5 Days	8 Days
5 Years	9 Days	9.5 Days	10 Days
8 Years	11 Days	12 Days	12.5 Days
11 Years	13 Days	14 Days	15 Days
15 Years	15 Days	16 Days	17 Days

18.2.2 Employees, as defined in Article III, Section 3.2, hired after June 30, 2013:

All full-time employees and on a pro rata basis, part-time employees, shall be granted vacation, with pay, on the basis of the following schedule, regardless of the length of the employee's work year. Vacation will be credited to the employee at the start of the school year in accordance with the following vacation schedule:

Vacation Schedule

<u>1 Year</u>	<u>4 Days</u>
<u>5 Years</u>	<u>5 Days</u>
<u>8 Years</u>	<u>6 Days</u>
<u>11 Years</u>	<u>7 Days</u>
<u>15 Years</u>	<u>8 Days</u>

Each employee who qualifies for and is enrolled in the School District group health and hospitalization plan defined in Section 8.1 of this Agreement shall have thirty (30) hours added to their annual insurance contribution calculation. These additional thirty (30) hours will not be prorated for part-time employees.

18.2.3 Vacation days may be used during times that school is not in session with the approval of the Principal or the Supervisor. Employees on less than twelve (12) month contracts may take vacation days during MEA break, Christmas break, or spring break. Employees may take the vacation days during the year the days are earned. If the

employee does not complete a full year of employment, however, any vacation days used will be deducted from the final paycheck on a pro rata basis.

- 18.2.4 Vacation days may be used during times that school is in session with the approval of the Principal or Supervisor using “Employee Access” and Frontline Absence Management. A request for the use of vacation time must be made at least three (3) work days prior to the day the vacation is to be taken. In the event of emergencies, an oral request through the employee's Principal or Supervisor will be considered.

In the case of an emergency where an employee is unable to enter the absence for themselves, an employee may contact a designated person within one's worksite, i.e., Senior Secretary, to have the employee's leave data entered into “Employee Access” and Frontline Absence Management.

- 18.2.5 If an employee is terminated because of a layoff, reduction in staff, early retirement, normal retirement, disability retirement, or voluntarily resigns with the required ten (10) work day notice to the Human Resources Department, the employee shall be entitled to a pro rata share of vacation earned. In case of death, the employee's estate will be entitled to a pro rata share of vacation earned.

- 18.2.6 Vacation time shall not be cumulative or carried over from year to year except with the written approval of the School Board.

- 18.2.7 Unused vacation days at the end of the contract year shall be paid to the employee.

- 18.2.8 Employees starting after July 1 shall receive a pro rata vacation accrual for the balance of the fiscal year.

- 18.2.9 Effective for persons employed on or after July 1, 1996, in positions covered by the Teaching Assistant and Paraprofessional bargaining unit:

In the event that an employee accepts a position in this bargaining unit, having previously been employed in the School District, but in a different bargaining unit, the employee will be given credit on this bargaining unit's vacation schedule for those eligible years the employee was given credit on the previous bargaining unit's vacation schedule. The employment from one bargaining unit to another must be continuous in order to be eligible for the credit.

- 18.2.10 For the purpose of determining vacation leave, an employee in a position that is School Board approved for a minimum of one hundred eighty three (183) contracted work days will receive benefits for a 9.5 month position (also see Appendix A-7).

ARTICLE XIX
GRIEVANCE
PROCEDURES

19.1 Definitions

A grievance is any controversy between the School Board and an employee or group of employees as to:

1. interpretation of this Agreement,
2. a charge of violation of this Agreement, or
3. an alleged violation involving terms or conditions of employment as defined in Article III.

19.2 Representative

The employee, administrator, or School Board may represent themselves or be represented during any step of the procedure by themselves and/or any person or agent designated by such party to act in their behalf.

19.3 Definitions and Interpretations

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

Days - Reference to days regarding time periods in this procedure shall refer to week days, Monday through Friday, excluding holidays.

Computation of Time - In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period 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 a legal holiday.

Filing and Postmark - The filing or a service of any notice or document herein shall be timely if it bears a postmark of the United States Certified Mail within the time period.

19.4 Time Limitation and Waiver

Grievances shall not be valid for consideration unless the grievance is submitted in writing on the Grievance Form, to the School Board's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within thirty (30) days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance.

19.5 Adjustment of Grievances

An effort shall first be made to adjust an alleged grievance informally between the employee and the supervisor or the Principal or the School Board's designee.

The School Board and the employee shall attempt to adjust all grievances which may arise during the course of employment of an employee within the School District in the following manner:

Level I - If the grievance is not resolved through informal discussions, the Principal or School Board's designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Level II - In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing on the Grievance Form, within ten (10) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent of Schools, the Superintendent of Schools or their designee shall hold a meeting regarding the grievance within ten (10) days after receipt of the appeal.

Within ten (10) days after the meeting, the Superintendent of Schools or their designee shall issue a decision in writing to the parties involved.

Level III - In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within ten (10) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall review the grievance within thirty (30) days after receipt of the appeal. Within ten (10) days after the conclusion of the review, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee of representatives of the School Board may be designated by the School Board to review the appeal at this level and report its findings and recommendations to the School Board. The School Board shall then render its decision.

19.6 School Board Review

The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notifies the parties of its intention to review within ten (10) days after the decision has been rendered. In the event that the School Board reviews a grievance under this Section, the School Board reserves the right to reverse or modify such decision.

Within ten (10) days after notification of review, the School Board shall issue its decision in writing to the parties involved. If this occurs, this step will take the place of Level III.

19.7 Denial of Grievance

Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next higher level.

19.8 Mediation

In the event the grievance is not resolved at Level II, the School District and the Union can mutually agree to submit the grievance to the Minnesota Bureau of Mediation Services for mediation within ten (10) ten days of the denial at Level II. If the grievance is submitted to mediation and resolved, the settlement shall be reduced to writing and signed by both the School District and the Union. If the grievance is submitted and not resolved it may be appealed to the School Board Review step within ten (10) days following the mediation.

19.9 Arbitration Procedures

In the event that the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Level IV - A request to submit a grievance to arbitration must be in writing on the designated form, signed by the aggrieved party, and such request must be filed in the office of the Superintendent of Schools within ten (10) days following the decision in Level III of the Grievance Procedure.

1. Prior Procedure Required - No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.
2. Selection of Arbitrator - Upon the proper submission of a grievance under the terms of the procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Public Employment Labor Relations Board or the Bureau of Mediation Services to appoint an arbitrator, providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request.

Failure to agree upon an arbitrator or the failure to request an arbitrator from the Public Employment Labor Relations Board or Bureau of Mediation Services within the time period provided herein shall constitute a waiver of the grievance.

3. Procedure Required - The arbitrator shall set the time and place for the hearing, the method of procedure, and make all necessary rulings.

The arbitrator shall have no power to add, subtract from, or modify any of the terms of the Agreement or to any Agreement made supplementary hereto, and shall only be allowed to rule on those cases that apply to the definition of a grievance as described in this Article. The decision of the arbitrator, if within the scope of their arbitrator's power, shall be binding on both parties within the limitations of the P.E.L.R.A.

4. Expenses - The employee and the School Board bear their own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally 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 to conduct the arbitration.

5. Reprisals - No reprisals shall be taken by the School Board or its representatives against any employee because of the employee's participation in this grievance procedure.

ARTICLE XX DURATION

20.1 Period of Agreement

This Agreement shall remain in full force and effect for a period commencing on July 1, 2023, through June 30, 2025, and thereafter until modifications are made pursuant to P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, 2023, it shall give written notice of such intent no later than May 1, 2025. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

20.2 Repealer Clauses

This Agreement constitutes the full and complete Agreement between the School Board and the American Federation of State, County, and Municipal Employees, AFL-CIO, Council 65 – Teaching Assistants and Paraprofessionals of Independent School District 728, Elk River, Minnesota. The provisions herein relating to terms and conditions of employment supersede and take precedence over any and all prior agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment consistent with these provisions.

20.3 Reopen Negotiations

It is further agreed that 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, except by mutual consent.

20.4 Severability of Agreement

The provisions of this Agreement shall be severable. 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 provisions thereof under different circumstances.

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED THIS AGREEMENT THIS _____

DAY OF _____, 2024.

For American Federation of State,
County and Municipal Employees,
AFL-CIO, Council 65 –
Teaching Assistants and Paraprofessionals

For Independent School District 728
Elk River,
Minnesota

AFSCME Council 65 Local 3331 Representative

Chair, School Board

AFSCME Local 3331 President

Clerk, School Board

APPENDIX A-1 WAGE SCHEDULE

SALARY SCHEDULE FOR PERIOD July 1, 2023, THROUGH JUNE 30, 2024

23-24 Step	Grade I	Grade II	Grade III	Grade IV
1	18.84	19.63	20.47	21.35
2	19.75	20.53	21.35	22.22
3	20.53	21.35	22.22	23.08
4	21.35	22.22	23.08	24.02
5	22.22	23.08	24.02	24.98
6	23.08	24.02	24.98	25.98

SALARY SCHEDULE FOR PERIOD July 1, 2024, THROUGH JUNE 30, 2025

24-25 Step	Grade I	Grade II	Grade III	Grade IV
1	19.40	20.22	21.08	21.99
2	20.34	21.14	21.99	22.88
3	21.14	21.99	22.88	23.77
4	21.99	22.88	23.77	24.74
5	22.88	23.77	24.74	25.73
6	23.77	24.74	25.73	26.76
7	24.73	25.73	26.76	27.83

Step 7 step placement

- Effective July 1, 2024 any employee hired prior to July 1, 2006 and on step 6 as of June 30, 2024 will move to step 7 on July 1, 2024.
- Effective January 1, 2025 any employee hired on or after July 1, 2006 and on or prior to June 30, 2012 and on step 6 as of June 30, 2024 will move to step 7 on January 1, 2025.
- Effective July 1, 2024 employees hired on or after July 1, 2012 and as of December 31, 2024 and are on step 6 will move to step 7 on July 1, 2025 in accordance with A-2. (Example - Employee A is hired at step 6 on February 1, 2025. The employee will not move to step 7 until July 1, 2026 in accordance with A-2)

Grade I

Grade II

Grade III

Grade IV

General Assistant
Instructional Assistant
Supervision Assistant
Parking Monitors

Educational Interpreter
Assistant
Media Assistant
Special Education Assistant I
Technology Assistant
English Language Learner
(ELL) Assistant

Certified Occupational
Therapy Assistant
(COTA)
Assistant – Blind or
Visually Impaired

Special Education Assistants performing Due Process Work (“DPA’s”) and Technology Assistants will per paid a one thousand dollar and 00/100 (\$1,000.00) stipend for each contact year. Payment will be evenly distributed over 18 paychecks starting with the October 5th check of each year.

Special Education Assistant I Advanced CPI Training - Special Education Assistant I who have completed and maintained Advanced CPI Training will receive an additional one dollar (\$1.00) per hour.

A-2 Step Placement

- A. Step increases will be granted to employees upon completion of contract negotiations and satisfactory job performance. The School Board reserves the right to withhold a step increase in individual cases for good and sufficient reasons. The School Board shall give written notice and the reason for such action.

- B. New employees hired July 1 through December 31 shall advance to the next step on July 1 of the following year. Those hired January 1 through June 30 shall remain on the same step on July 1 and advance to the following step on the next July 1,

Subsequent step increases will be granted to employees upon completion of contract negotiations and satisfactory job performance. The School Board reserves the right to withhold a step increase in individual cases for good and sufficient reasons. The School Board shall give written notice and the reason for such action.

An employee placed in a new classification will always be placed on or higher than step one (1).

A-3 Step Credits

At the discretion of the District new employees may be placed above the lowest step with successful college, technical school, or business college, or who have had one (1) year or more of successful experience as a Teaching Assistant or Paraprofessional or related work.

A-4 Exceptional Service Pay

All employees who have completed the following amounts of continuous service with the School District will receive the corresponding amount of Exceptional Service Pay in addition to their basic hourly wage beginning on the employee's anniversary date. Approved leaves of absence will not sever continuous service but will not be credited towards the calculation of continuous service.

Partial years of service of one hundred eighty (180) consecutive calendar days or more will be considered as a complete year of service. Partial years of service less than one hundred eighty (180) consecutive calendar days will not be considered as a complete year of service and cannot be combined to make a complete year of service.

<u>Years of Completed Continuous Service</u>	<u>Exceptional Service Pay Per Hour</u>
10	\$.60
15	\$.70
20	\$.80

Note - Exceptional Service pay does not compound from each level of pay. For example, the 10 year rate of \$.60 is not added to the 15 year rate of \$.70 when the employee reaches 15 years. At 15 years the

employees exceptional service pay is increased by \$.10 per hour (\$.70 - \$.60 = \$.10)

A-5 Working Out of Classification

In the event a Teaching Assistant or Paraprofessional works out of classification for another Teaching Assistant or Paraprofessional who is in a higher paid classification, the higher classification pay rate for the same step will be paid after the third consecutive work day.

A-6 Retroactive Pay

Employees who voluntarily terminate their employment prior to approval by both parties of a negotiated agreement will receive retroactive pay for all eligible worked or paid hours for the effective period of this agreement.

Employees who have their employment terminated by the School District for cause prior to approval by both parties of a negotiated agreement will not be entitled to retroactive pay.

A-7 Substitute Employee

Internal substitute employees will be returned to their regular position upon the return of the incumbent employee. External substitute employees will be terminated upon the return of the incumbent employee and this action is not grievable. The external substitute employee shall not earn seniority and shall not be subject to the provisions of Section 12.3 and Section 14.2 of this agreement.

In the event that the status of a substitute employee is changed to that of a regular employee and there is no break in service, the original date the substitute employee began work in the School District in the temporary Teaching Assistant position shall be the date of employment for seniority purposes. The ninety (90) student contact day probation period begins to run with the date of the status change.

A substitute employee shall enjoy the same terms and conditions of employment as a regular employee during the substitute service, except that the substitute employee shall NOT gain continued employment rights in the position, except as noted above and external substitute employees will be terminated upon the return of the incumbent employee. The external substitute employee also shall not earn seniority and shall not be subject to the provisions of Section 13.1 12.4 and Section 14.2 of this Agreement.

A-8 2023-2024 AND 2024 2025 INSURANCE GRIDS

2023-2024 Medical Rates

HEALTH INSURANCE GRID – Assistants – Dollar amounts reflect monthly contribution					
Plan	4-4.99 Hrs.	5-5.99 Hrs.	6-6.99 Hrs.	7-7.99 Hrs.	8 Hrs.
DG-SIN	542.60	618.45	683.69	683.69	683.69
DG-FAM	666.71	742.56	818.41	897.97	951.01
CMM-SIN	524.04	599.88	675.73	726.65	726.65
CMM-FAM	676.26	762.45	848.64	928.20	981.24
HSA-SIN	535.17	614.73	694.29	715.51	715.51
HSA-FAM	642.84	729.03	815.22	894.78	947.82


HEALTH INSURANCE GRID – Tech Assistants – Dollar amounts reflect monthly contribution					
Plan	4-4.99 Hrs.	5-5.99 Hrs.	6-6.99 Hrs.	7-7.99 Hrs.	8 Hrs.
DG-SIN	584.82	667.71	683.69	683.69	683.69
DG-FAM	708.93	791.82	874.70	961.65	1,019.61
CMM-SIN	566.26	649.15	726.65	726.65	726.65
CMM-FAM	724.24	818.43	912.62	999.56	1,057.52
HSA-SIN	579.46	666.19	715.51	715.51	715.51
HSA-FAM	690.82	785.01	879.20	966.14	1,024.11

2024-2025 Medical Rates

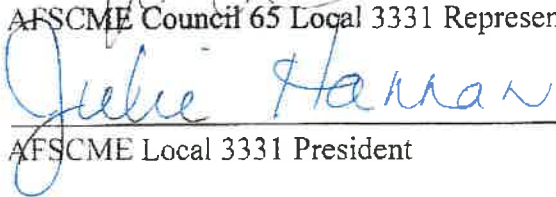
HEALTH INSURANCE GRID – Assistants and Tech Assistants					
Dollar amounts reflect monthly contribution					
Plan	4-4.99 Hrs.	5-5.99 Hrs.	6-6.99 Hrs.	7-7.99 Hrs.	8 Hrs.
DG-SIN	634.82	717.71	733.69	733.69	733.69
DG-FAM	783.93	866.82	949.70	1,036.65	1,094.61
CMM-SIN	616.26	699.15	776.65	776.65	776.65
CMM-FAM	799.24	893.43	987.62	1,074.56	1,132.52
HSA-SIN	629.46	716.19	765.51	765.51	765.51
HSA-FAM	765.82	860.01	954.20	1,041.14	1,099.11

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED THIS AGREEMENT THIS 10
DAY OF June, 2024.

For American Federation of State,
County and Municipal Employees,
AFL-CIO, Council 65 –
Teaching Assistants and Paraprofessionals



AFSCME Council 65 Local 3331 Representative

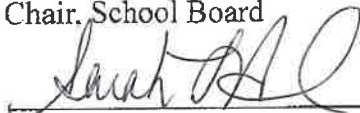


AFSCME Local 3331 President

For Independent School District 728
Elk River,
Minnesota



Chair, School Board



Clerk, School Board

**MEMORANDUM OF AGREEMENT
BETWEEN THE
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO
COUNCIL 65 – TEACHING ASSISTANTS AND PARAPROFESSIONALS
AND INDEPENDENT SCHOOL DISTRICT 728**

REVISED POSTING TIMELINE FOR THE 2023-2025 CONTRACT

This Memorandum of Agreement (“MOA”) is entered into by and between the American Federation of State, County and Municipal Employees AFL-CIO Council 65 – Teaching Assistants and Paraprofessionals (“AFSCME”) and Independent School District #728 (“District”).

WHEREAS, the AFSCME and the District are parties to a Master Agreement, effective July 1, 2023 through June 30, 2025, which is currently continuing in effect pursuant to PELRA, and governs the general terms and conditions of employment for Teaching Assistants and Paraprofessionals; and

WHEREAS, Article 17.1 defines the timeline for posting new or vacant position as seven (7) work days; and

WHEREAS, the parties agreed during the 2023-2025 negotiations to reduce the posting timeline for the 2023-2025 contract from work days to calendar days.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises and agreements contained in this MOA, the parties hereby agree as follows:

1. Notwithstanding Article 17.1 new and/or vacant positions for the upcoming the remainder of the 2023-2025 master agreement will be posted for seven (7) calendar days
2. **No Precedent or Past Practice.** Nothing in this MOA shall be deemed to establish a precedent or practice or to alter any established precedent or practice arising out of or relating to the Master Agreement between AFSCME and the District. No party may submit this MOA in any proceeding as evidence of a precedent or practice, except as necessary to enforce the MOA itself.
3. **Entire Agreement.** This MOA constitutes the entire agreement between the parties relating to the subject matter described in this document. No party has relied on any statements or promises that are not set forth in this document. The MOA controls to the extent that it conflicts with the Master Agreement. No changes in this MOA are valid unless they are in writing and signed by both parties.
4. **Expiration.** This MOA will expire on June 30, 2025.

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AFSCME LOCAL 3331
STEP _____

OFFICIAL GRIEVANCE FORM

NAME OF EMPLOYEE _____ DEPARTMENT _____
CLASSIFICATION _____
WORK LOCATION _____ IMMEDIATE SUPERVISOR _____
TITLE _____

STATEMENT OF GRIEVANCE:

List applicable violation: _____

Adjustment required: _____

I authorize the A.F.S.C.M.E. Local _____ as my representative to act for me in the disposition of this grievance

Date _____ Signature of Employee _____

Signature of Union Representative _____ Title _____

Date Presented to Management Representative _____

Signature _____ Title _____

Disposition of Grievance: _____

THIS STATEMENT OF GRIEVANCE IS TO BE MADE OUT IN TRIPLICATE. ALL THREE ARE TO BE SIGNED BY THE EMPLOYEE AND/OR THE AFSCME REPRESENTATIVE HANDLING THE CASE.

ORIGINAL TO _____

COPY _____

COPY: LOCAL UNION GRIEVANCE FILE _____

NOTE: ONE COPY OF THIS GRIEVANCE AND ITS DISPOSITION TO BE KEPT IN GRIEVANCE FILE OF LOCAL UNION



GRIEVANCE FORM INSTRUCTIONS

Before filing a grievance, make sure you review Article XVII, Grievance Procedures, of the Collective Bargaining Agreement (CBA). Remember you must include the Article(s) of the CBA you believe were violated, and include the facts of the Grievance under the "Alleged Violations" section on the grievance form.

Please contact your Building Representative, one of your AFSCME Officers, or your AFSCME 65 Staff Representative to get help in filing the grievance.

You must Start at Level 1 of the grievance procedure, and must stay within the timelines of each Level the grievance procedure. Be sure to count the days and file your next step before they expire.

If at all possible, get a signature of the person (or their representative/staff) when you deliver the grievance. If you mail the grievance, document the time & date the form was mailed.

At each level, keep a copy for yourself.

Below are the contacts for Each Step of the

Grievance: Level I: Your Building Principal

Executive Director, Human Resources, – 11500 193rd Ave, NW, Elk River, MN 55330
AFSCME Officer or Staff Representative

Level II: Superintendent of Schools - 11500 193rd Ave, NW, Elk River, MN
55330 AFSCME Officer or Staff Representative

Level III: School Board Chair - 11500 193rd Ave, NW, Elk River,
MN 55330 AFSCME Officer and Staff Representative

Level IV:, Superintendent of Schools- 11500 193rd Ave, NW, Elk River, MN 55330
AFSCME Officer and Staff Representative (you should have help filing this step)

AFSCME LOCAL 3331

General Provisions:

- The Sick Leave Contribution Committee (The Committee) will administer the program. The Committee will consist of two representatives from Human Resources and two representatives from AFSCME Local 3331.
- The Committee may modify the procedures at any time as deemed necessary.
- The following procedures are in effect as of July 1, 2016, and will be reviewed during subsequent contract negotiations as recommended by the Committee.
- The employee must be a member or fee payer of AFSCME Local 3331.
- The employee requesting contributions of sick leave must use all accumulated sick leave and earned/accumulated vacation before receiving sick leave contributions.
- The employee requesting contributions of sick leave is limited to ten (10) contributed days per year of service, with a lifetime maximum of thirty (30) days.
- **An employee may request sick leave contributions if one of the three following conditions exist:**
 1. **The employee has a serious illness or physical disability, the employee is absent for a minimum of ten (10) consecutive days, and the employee requests a medical leave of absence:**
 - a) The employee must apply for long term disability benefits, if eligible and if the absence meets the long term disability waiting period.
 - b) The serious illness or disability requires the attention of a physician.
 2. **The employee has a serious illness or disability that causes repeated periodic absences during the year:**
 - a) The serious illness or disability requires the attention of a physician.
 - b) The employee may request contributions of sick time, which will be credited to the employee's sick leave account as needed during a specified school year.
 - c) The employee may renew the request in subsequent school years by completing another contribution request application form.
 3. **An employee's immediate family member has a serious illness or disability that requires services from a healthcare provider:**
 - a) An immediate family member includes a child, adult children, spouse, sibling, parent, mother/father-law, grandparent, grandchild, or stepparent, as defined in Minn. Stat. § 181.9413
 - b) The serious illness or disability requires the attention of a physician.

Application Process:

- Applications for contributions of sick leave must be submitted promptly and normally before the start of the absence/leave covered by the benefits. Requests received within the first pay period of the employee's return to work will be processed per these guidelines. The Assistant Director of Human Resources will consult with the committee before processing requests received beyond the end of the first pay period of the employee's return to work.
- The employee requesting the contribution of sick time may obtain an application form from the Human Resources Specialist.
- The employee will complete the form and submit it to the Human Resources Specialist.
- An original physician's statement indicating the nature of the illness or disability and date of the anticipated recovery must accompany the application form. A physician's statement is not necessary if it was already provided to the Human Resources Department as part of an official leave of absence request.
- The Sick leave Contribution Committee will review the application via email communication initiated by Human Resources.
- Contributions will be made in increments of four (4) hours. Employees wishing to contribute more than four (4) hours must complete separate forms. All donors will make one contribution before further contributions are taken from those wishing to do more.
- Sick leave contributed will not be deducted from the donating employee until actually used.
- Once sick leave has been deducted from an employee's sick leave account for contribution to another employee, it cannot be credited back at a later date.

- Contributions submitted in excess of the current request will not be used unless or until the requesting employee's absence is extended and results in additional need for contributions for the same occurrence.

**MEMORANDUM OF AGREEMENT
ISD728 & AFSCME LOCAL 3331
ESTABLISHMENT OF A LABOR MANAGEMENT COMMITTEE**

This Memorandum of Agreement ("MOA") is entered into by and between AFSCME Local 3331 ("Union"), and Independent School District No. 728, Elk River ("District").

WHEREAS, the Union and the District have a mutual desire to work together to share information, exchange views and concerns related that to Assistants and Paraprofessionals; and

NOW, THEREFORE, the parties hereby agree to establish-a Labor Management Committee.

The Labor Management Committee shall meet three (3) times during the school year in October, January and April

The Labor Management Committee shall consist of the following members:

- a. No more than four (4) members of the bargaining unit
- b. The AFSCME Labor Representative
- c. ISD 728 Human Resources Representative
- d. No more than four (4) Administration Representatives

This MOA will sunset at the end of the 2020 - 2021 school year.

AUTHORIZED AFSCME REPRESENTATIVE

Date: _____
AFSCME Council 65 Local 3331 Representative

Date: _____
AFSCME Local 3331 President

INDEPENDENT SCHOOL DISTRICT 728, ELK RIVER

Date: _____
Superintendent

Date: _____
Executive Director, Human Resources

