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July 1, 2023 to June 30, 2025 **MASTER AGREEMENT**

BETWEEN
INDEPENDENT SCHOOL DISTRICT 728
— AND —

**Service Employees International Union
Local 284
Administrative Assistants/Clerical**

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THIS AGREEMENT entered into between the School Board of Independent School District 728, Elk River, Minnesota, hereinafter referred to as the School Board, and Service Employees International Union Local 284, 450 Southview Boulevard, South St. Paul, Minnesota 55075, 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, and to provide the terms and conditions of employment for employees during the term of this Agreement. The term employees, as used herein, shall have that meaning as defined in Article 2 of this Agreement.

1.0 RECOGNITION

1.1 Exclusive Representative

In accordance with the PELRA, the School Board recognizes Service Employees International Union Local 284, South St. Paul, Minnesota, as the exclusive representative of employees as defined in Article 2 employed by the School Board of Independent School District 728. Service Employees International Union Local 284 as exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

1.2 Sole Bargaining Agent

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

2.0 DEFINITIONS

2.1 Terms and Conditions

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 the employees.

2.2 Employee

Employee shall mean any persons appointed or employed by the School Board including all secretarial and clerical personnel of Independent School District 728, Elk River, Minnesota, whose employment service exceeds the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal work week and sixty-seven (67) work days excluding the supervisory, confidential, and all other employees.

2.3 Substitute Employee

Substitute employee shall be any person appointed or employed by the School Board as a temporary replacement for an employee who is on an approved leave of absence. A substitute employee shall enjoy the same terms and conditions of employment as an employee, except the substitute employee shall not earn seniority and shall not be subject to the provisions of Article 10.5 Seniority, of this Agreement.

However, in the event the status of a substitute employee is changed to that of employee, and there is no break in service, the original date the substitute employee began work in the School District, as a clerical or secretarial employee, shall be the date of hire for seniority purposes. The employee's ninety (90) day probation begins with the date of the status change.

2.4 Agreement Subject to Law

It is further understood that the foregoing enumeration of School Board functions shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and the School Board expressly reserves all management rights and management functions not expressly delegated in this Agreement.

Service Employees International Union Local 284, South St. Paul, Minnesota and Independent School District 728, Elk River, Minnesota, recognize that the School Board, all employees covered by this Agreement, and all provisions of this Agreement, are subject to the laws of the State of Minnesota, federal laws, rules, and regulations of the State Board of Education, valid rules, regulations, and orders of state and federal governmental agencies. Any provisions of this Agreement herein found to be in violation of any such laws, rules, regulations, or orders shall be null and void and without force and effect.

2.5 Full-Time

Full-time employees shall be defined as those working thirty-five (35) hours or more per week.

2.6 Regular Continuous Employment

“Regular continuous employment” shall mean the most recent continuous service in a position, that is not a substitute or temporary assignment, without a break in continuous service.

2.7 Comparable Position

“Comparable position” shall mean a position that is at or below the employee’s pre-layoff pay grade and annual hours.

2.8 First Available Comparable Position

“First available comparable position” shall mean a vacant position within said pay grade or below.

2.9 Other Terms

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

3.0 SCHOOL BOARD RIGHTS

3.1 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, selection, direction, and numbers of personnel.

3.2 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 obligations to provide educational opportunity for the students of the School District.

3.3 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 found to be in violation of any such rules, laws, regulations, directives or orders shall be null and void and without force and effect.

3.4 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.

4.0 EMPLOYEE RIGHTS

4.1 To Express Views

Nothing contained in this Agreement shall be construed to limit, impair, or effect the right of any employee or her/his representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions of compensation or public employment or their betterment, so long as the same is not designated 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 if there be one; nor shall it be construed to require that any employee perform labor or services against her/his will.

4.2 Organization

4.2.1 Employees shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purposes of negotiating grievance procedures and the terms and conditions of employment for such employees with the School Board of such unit.

4.2.2 Each newly hired bargaining unit employee shall, during the employee's first thirty (30) days of employment, be scheduled for a Union orientation. The Union orientation period shall be thirty (30) minutes with no loss of pay to the employee or the steward. The Union steward will be released from work for the time needed to meet with the employees provided that he/she gives his/her Supervisor sufficient advance notice to enable the Employer to plan for operation needs. To the extent possible, the Union steward shall schedule time with as many new employees as possible to mitigate time away from normal duties.

4.3 Dues Checkoff

Employees shall have the right to request and be allowed dues checkoff for the employee organization of their selection provided that dues checkoff and the proceeds thereof shall not be allowed any employee organization that has lost its right to dues checkoff pursuant to the PELRA. Upon receipt of a properly executed authorization from the Union (in the form of paper, electronic file, audio file) 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 shall be made and may be terminated in accordance with the provisions outlined on the dues deduction authorization. Deductions shall be made each pay period and transmitted to the designated organizations together with a list of names of the employees from whom deductions were made each month.

4.4 Copy of Agreement Furnished

A copy of this Agreement is to be furnished to the Union within ten (10) days after School Board ratification and a signed copy of the Agreement is to be furnished to each employee covered by this Agreement within twenty (20) days after the signing of this contract.

5.0 **RATES OF PAY**

5.1 Schedules

The parties agree that the wages and salaries to be affected by this Agreement are accurately reflected in the Schedules in Appendix A, made part of this Agreement.

6.0 **GROUP INSURANCES**

6.1 Health and Hospitalization Insurance

6.1.1 District Contribution: The District shall contribute the dollar amounts identified in Appendix A-9 per month pursuant to the insurance benefit schedule described in Section 6.7., 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 proration shall be based on two thousand eighty (2080) hours per fiscal year (July 1 through June 30). See insurance grids Appendix A-9.

Effective June 30, 2025 the District will increase the contribution to the single and dependent coverage by one hundred dollars and 00/100 (\$100.00) per month.

6.1.2 The School Board shall provide a high deductible plan with a health savings account (HSA). For any employee who enrolls in the single or dependent coverage the school board will contribute the dollar amounts identified in Appendix A-9 per month pursuant to the insurance benefit schedule described in Section 6.7. The contribution will first be applied to the High Deductible premium with any left-over contribution going towards the health savings account (HSA). 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 proration shall be based on two thousand eighty (2080) hours per fiscal year (July 1 through June 30). See insurance grids Appendix A-9.

- 6.1.3 **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.

- 6.1.4 **Coverage After Termination of Employment:** 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.

6.2 Term-Life Insurance

- 6.2.1 **District Contributions:** If coverage is available to the School District by the carrier, the District shall contribute an amount equal to the full premium per month toward the premium for each employee, who is regularly scheduled to work twenty (20) hours or more per week in the School District group term-life insurance plan.
- 6.2.2 The amount of the group term-life insurance coverage shall be fifty thousand and 00/100 dollars (\$50,000.00). The term life insurance benefit amount shall not be prorated for eligible part-time employees.
- 6.2.3 **Purchase of Additional Coverage:** 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 by the employee through payroll deduction.
- 6.2.4 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).

6.3 Long-Term Disability Insurance

- 6.3.1 **District Contribution:** The District shall contribute an amount equal to the full premium per month towards the premium for each eligible employee and, if coverage is available to the School District by the carrier.

6.3.2 Contribution Eligibility: An employee is eligible for District 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 District participation and contribution shall cease effective on the last working day.

6.3.3 Amount of Benefit: 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.

6.3.4 Benefit Restrictions: 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).

6.4 Dental Insurance

6.4.1 District Contribution: The District shall contribute thirty-five and 00/100 dollars (\$35.00) per month on or after July 1, 2008, pursuant to Section 6.7, for each full-time employee and, if coverage is available to the School District by the carrier, a pro rata portion for employees who are regularly scheduled to work twenty (20) hours or more per week employed by the School District, who qualify for and are enrolled in either the School District's single or family group dental insurance plan and who elect coverage. In no event shall the contribution exceed the cost of the premium.

6.5 Workers Compensation

6.5.1 Coverage

All employees are covered by the provisions of the Worker's Compensation Act and as such are entitled to the benefits thereby provided.

6.5.2 Reporting of Accidents

It shall be the responsibility of the employee to report to the employee's immediate Supervisor 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 by the employee's immediate Supervisor to the insurance agent.

6.5.3 Continuation of Benefits

The employer shall pay the employer's portion of any insurance premium 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.

6.6 Eligibility for Group Insurance

An employee is eligible for District contributions as provided in Article 6 as long as the employee is employed by the School District. Upon termination of employment or while on long-term leave of absence, all District participation and contribution shall cease, effective on the last working day.

6.7 Insurance Benefit Schedule

Insurance coverage and increases to the contractual District Contribution shall be applied according to the following schedule:

<u>Position</u>	<u>Insurance Year Begins</u>	<u>Insurance Year Ends</u>
11.5-12 month	July 1	June 30
11- less than 11.5 month	August 1	July 31
9 - less than 11 month	September 1	August 31

Employees who complete their scheduled contract work year are deemed to have earned insurance coverage and the District Contribution until the current year's Insurance Year Ends. The new contractual benefits will begin when the current year's Insurance Year begins.

7.0 LEAVES OF ABSENCE

7.1 Sick Leave

All full-time employees, and on a pro rata basis part-time employees, shall earn Sick Leave annually, at the rate of one (1) day, pro rata, per each month of service in the employment of the School District.

The School District, at its sole discretion, may advance some or all of an employee's annual sick leave allowance during the employee's initial year of employment when extenuating medical circumstances exist. Such request must be made in writing (accompanied by a physician's written statement outlining the conditions of health) directly to the Executive Director of Human Resources.

7.1.2 Accumulation

Unused Sick Leave may accumulate to a maximum credit of one hundred ninety (190) days of sick leave per employee.

7.1.3 When Allowed

Sick Leave with pay shall be allowed by the District whenever an employee's absence is found to have been due to illness or injury which prevented her/his attendance at her/his job and performance of duties on that day or days.

7.1.4 Medical Certificate

A doctor's statement may be required at the discretion of the Administration when:

- A. absences exceed ten (10) consecutive days, or
- B. an employee has had a pattern of repeated absences

In the case of repeated absences, the employee shall be notified in writing prior to the next absence that a statement is required. Final determination for eligibility of Sick Leave is reserved to the District or their designee.

7.1.5 Illness of Immediate Family

Sick leave shall be granted for absences due to an illness of or injury to the employee's child, adult child, spouse, sibling, parent, mother/father-in-law, grandparent, grandchild or step-parent for reasonable periods of time as the employee's attendance may be necessary as required by Minnesota law.

7.1.6 Deduction of Allowance

Sick Leave allowed shall be deducted from the accrued Sick Leave days earned by the employee.

7.1.7 Sick Leave Authorization

Sick Leave pay shall be approved only upon submission using "Employee Access".

7.1.8. Donation of Sick Leave

Employees may, upon request donate sick leave to another employee in the Union's bargaining units of Administrative Assistants -Clerical, Custodian and Food Service. Procedures for requesting and donating sick leave shall be as in Appendix A-10

7.2 Personal Leave

- 7.2.1 All full-time employees, and on a pro rata basis part-time employees, shall be granted two (2) days of Personal Leave per year. Effective July 1, 2022 all full-time

employees, and on a pro rata basis part-time employees, shall be granted three (3) days of Personal Leave per year.

- 7.2.2 Unused Personal Leave days may not be carried forward from one (1) year to the next.
- 7.2.3 The request must be made to the employee's Supervisor using "Employee Access" at least three (3) work days prior to the day the leave is to be taken, except in extreme emergencies. In the event of an extreme emergency, an oral request through the employee's Supervisor will be considered. Any building, regardless of size, may not have more than one (1) clerical or administrative assistant employee on personal leave each workday.
- 7.2.4 Personal Leave shall be deducted from the accrued sick leave days earned by the employee and must be used in full or half-day increments.
- 7.2.5 Personal Leave pay shall be approved only upon submission using "Employee Access".

7.3 Bereavement Leave

7.3.1 Eligibility

When a death occurs in an employee's immediate family, all regular full time employees and part-time employees on a pro rata basis may take up to three (3) days off with pay for each occasion to attend the funeral and/or make funeral arrangements. Additional unpaid time off may be granted depending on circumstances such as the time necessary for travel, the employee's responsibility for making funeral arrangements, the employee's responsibility for taking care of the estate of the deceased, or time to grieve. The District may require verification of the need for the leave.

7.3.2 Immediate Family

Immediate family members include the employee's parents, siblings, spouse, children, mother/father-in-law, sister/brother-in-law, daughter/son-in-law, grandparent, grandchild, aunt/uncle, niece/nephew, first cousin, step-children/step-parents and the following relatives of the employee's spouse: grandparents, grandchild, aunt/uncle, niece/nephew, first cousin, step-children/step-parents.

7.3.3 Close Friend

Up to three (3) days off with pay per year may be granted to attend the funeral of close, non-family members. The District may require verification of the need for

the leave.

7.3.4 Deduction from Sick Leave

Approved Bereavement Leave shall be deducted from the accrued sick leave days earned by the employee.

7.3.5 Approval

Bereavement Leave that meets the criteria set forth in this section will be approved for payment upon submission using "Employee Access".

7.4 Jury Duty

7.4.1 Definition

A leave of absence with regular pay less, the amount paid to her/him as jury duty pay, shall be granted to all employees called for jury duty.

7.4.2 Compensation

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 duty pay will be paid to the employee at the next regular pay period.

7.4.3 Notification of Supervisor

An employee, upon being called for such duty, is expected to inform the Supervisor as soon as notice is received.

7.4.4 Relief from Duty

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.

7.5 Other Leaves of Absence

7.5.1 Definition

Leaves of absence without pay and fringe benefits may be granted with the approval of the School Board for a period up to twelve (12) months.

7.5.2 PERA

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.

7.5.3 Accrual of Seniority

An employee who has a cumulative total of twelve (12) months of leave under this section shall no longer earn seniority until the employee resumes a position covered by this contract. This will not apply to employees on maternity leave who shall suffer no reduction in continuous service for seniority credit purposes.

7.5.4 Insurance Provisions

An employee on "Other Leave of Absence" 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 the employee wishes to retain, commencing with the beginning of the 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.

7.6 Maternity Leave

7.6.1 Definition

An employee shall be afforded a Maternity Leave of absence provided she follows the procedures outlined in this section.

7.6.2 Physician's Statement

A pregnant employee shall notify the Superintendent or his/her designee in writing no later than the end of the fourth (4th) month of pregnancy, and also at that time, provide a physician's statement indicating the estimated date of delivery of the child.

7.6.3 Leave Request

The employee may submit a written request to the Superintendent or his/her designee 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 or his/her designee under Section 5 thereof.

7.6.3.1 Effective Dates

The effective beginning date of such leave and its duration, shall be submitted by the Superintendent or his/her designee to the School Board for

its action. In recommending the date of commencement and duration of the leave, the Superintendent or his/her designee shall review each case on its individual merits.

7.6.4 Commencement and Duration

In making a determination under Section 7.6.5 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.

7.6.5 Notification of Approval

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.

7.6.6 Re-employment

An employee returning from Maternity Leave shall be re-employed in the same position, or one for which she is qualified, the first case 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,
- C. that she returns on the date designated on the request for leave approved by the School Board.

7.6.7 Failure to Return

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.

7.6.8 Probation

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.

7.6.9 Experience Credit

An employee who returns from Maternity Leave within the provisions of this Article shall retain all previous experience credit and unused time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave and shall suffer no reduction in experience credit earned during the time spent on leave.

7.6.10 Group Insurance

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.

7.6.11 Compensation

The parties further agree that any Maternity Leave of absence under this Article shall be a leave without pay.

7.7 Medical Leave

7.7.1 Definition

An employee who has completed the probationary period, who is unable to perform her/his duties because of illness or injury and who has exhausted all sick leave credit available, or has become eligible for long-term disability compensation may, upon request, be granted a Medical Leave of absence without pay for up to six (6) months. This leave may be renewed at the discretion of the School Board.

7.7.2 Request

A request for Medical Leave of absence, or renewal thereof under this section shall be accompanied by a doctor's written statement outlining the condition of health and estimated time at which the employee is expected to be able to assume responsibilities.

8.0 HOURS OF SERVICE

8.1 Normal Work Week

The normal work week shall be five (5) consecutive days of eight (8) hours each. All time worked over forty (40) hours per week shall be paid for at the rate of time and one-half

(1 ½) the regular rate of pay for that position or compensation in the form of compensatory time off at the rate of time and one half (1 ½) in lieu of cash payment for the overtime hours may be authorized. All overtime work must be authorized in advance by the Supervisor.

8.2 Overtime Compensatory Time

Compensation for overtime hours must be mutually agreed between the employee and the authorizing Supervisor prior to the performance of the overtime work. Compensatory time shall not be carried over beyond June 30 of the same school year. In the event the employee has unconsumed compensatory time remaining on June 30, such compensatory time shall be paid off at the employee's regular rate of pay. The use of compensatory time off shall be subject to the same approval process used for vacation days described in Section 15.6. Employees shall not be allowed to accumulate over forty (40) hours of compensatory time off except upon written request of the employee and approval of the Supervisor.

8.3 Emergencies

In the event of emergencies the regularly scheduled work day may be changed by the Supervisor of the employee.

8.4 Daily Work Program

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

8.5 Reduction in Hours

If, at the request of the employer, an employee is given a reduced number of hours below the minimum number required to qualify for fringe benefits, the employee shall continue to receive the benefits on a pro rata basis according to the number of hours worked and shall not forfeit benefits earned prior to the reduction of hours. Participation in insurance benefits shall be subject to the approval of the insurance carrier.

9.0 **WORK ASSIGNMENTS**

9.1 Assignment

Work assignments shall be made by the Supervisor or Principal.

9.2 Definition

It is understood that the work of an employee shall include all work of any kind

appropriate to the position.

10.0 PROBATION, DISMISSAL, LAYOFFS, AND SENIORITY

10.1 Probation

All newly employed employees shall be on probation for a period of ninety (90) days. The ninety (90) day probationary period will be served by the employee during their first ninety (90) workdays. The ninety (90) day probationary period may be extended by mutual consent of the employer and the Union. 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:

10.2 Causes

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 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

10.3 Actions

Disciplinary actions by the employer may include the following actions and will normally take the course of #1, #2, #3, and #4, except in cases of a serious magnitude which could seriously jeopardize the safety of the students, fellow employees or the physical assets of the School District.

#1 - Oral reprimand

#2 - Written reprimand

#3 - Suspension without pay

#4 - Discharge

10.4 Discussion of Dismissal

The Union Representative of Local 284 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 16 Grievance Procedures.

10.5 Seniority

The purpose of seniority is to provide a declared policy as to the layoff and recall of employees.

10.5.1 Determination of Seniority

Seniority shall be determined by total years of employment in the bargaining unit and shall begin with the first day of “regular continuous employment” in the bargaining unit. Seniority does not include other School District employment, or time as a substitute employee prior to “regular continuous employment” in the bargaining unit except as otherwise provided in Article 2.3 (Substitute Employee) and Article 10.5.3 (Tie Breaker) of this Agreement. Approved leaves of absence shall not detract from “regular continuous employment” service towards seniority.

An employee who transfers from a bargaining unit position covered by this Agreement, to a position not covered by this Agreement elsewhere within the School District, shall retain his/her position on the seniority list for a period of six (6) months from the effective date of transfer out of the bargaining unit. The employee must notify the School District in writing prior to the expiration of the six (6) month period if he/she wishes to exercise rights to return to a “comparable position” in the bargaining unit. If the employee notifies the School District, in writing prior to the expiration of the six (6) month period that he/she wishes to return to the “first available comparable position” in the bargaining unit, and no such position is immediately available, the employee shall be granted an additional six (6) month period beginning from the date of the notice of the desire to return to “first available comparable position” in the bargaining unit. An employee who does not return to the bargaining unit with the timelines described in this Section shall forfeit all seniority rights. In all other cases, seniority shall begin with the date of re-employment to a bargaining unit position.

10.5.2 Seniority List

The School District shall annually prepare and post on the School District’s website an up-to-date seniority list no later than October 1st. The tie breaker shall be invoked, if necessary, before the seniority list is posted. 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. The 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. The finalized seniority list is the seniority list to be used for layoff/recall decisions. Any employee who, after filing a written statement setting forth the allegations, disagrees with the data on the finalized seniority list may file a grievance within twenty (20) days (as defined in Section 16.0 of this Agreement) following the posting of the finalized seniority list. Any such grievance shall be deemed to be at Level IV of the grievance procedure. An arbitration hearing shall be sought on an expedited basis. Uncontested data on the finalized seniority list shall become final and binding on the School District and the bargaining unit for purpose of the layoff/recall decisions. The arbitration decision shall be final and binding as to the date challenged. Subsequent issues regarding the data on the seniority list and seniority ranking may not be raised at any hearing regarding the proposed layoff or recall of the employee.

10.5.3 Tie Breaker

The following criteria shall be used in the following order to break seniority ties before the placement of an employee on lay off:

1. Earliest beginning date of other “regular continuous employment” in the District immediately preceding employment in the bargaining unit.
2. If there is still a tie in seniority, the order of seniority shall be determined by the flip of a coin in the presence of the union steward and the School District Representative. The employee determined to be senior through this process shall have an asterisk placed prior to their seniority date on the unit’s seniority list.

10.5.4 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 report to work upon two (2) weeks’ notice of recall from layoff, shall forfeit all seniority rights.

10.5.5 Notification

The School District shall send the official notice of recall from layoff to the employee’s home address via certified mail and by regular mail to the Exclusive Representative. It is the employee’s responsibility to provide the School District with their current home address and failure to accept recall within ten (10) working days (excluding weekends and

holidays) shall cause forfeiture of the employee's recall to said position. The School District shall prepare an affidavit of service by U.S. Mail which shall be deemed as proof of service by the School District upon the affected employee. The notice of available position(s) shall be effective upon mailing. The School District shall not be responsible for failure of a notice to reach an employee so long as the notice has been mailed to the address provided by the employee.

10.6 Layoff

10.6.1 Layoff/Bumping Process

Employees with the least seniority shall be laid off first. For purposes of this Section, an employee who suffers a reduction of more than 12.5% in their annual hours will be considered as having suffered a job elimination and will be entitled to exercise bumping rights as outlined below. In the event a position is eliminated, the employee in the position being eliminated shall be given two (2) weeks' notice of such job elimination, with a copy of the notice to the bargaining unit steward. The employee subject to layoff or reduction in annual hours may choose, to:

1. Accept a reduction in annual hours, or:
2. Bump the least senior employee in the same pay grade:
 - a. with the same number of annual hours
 - b. if not available, with the next lowest number of annual hours; or
3. If least senior in the pay grade, bump the least senior employee in the next lower pay grade:
 - a. with the same number of annual hours
 - b. if not available, with the next lowest number of annual hours; or

For the purposes of defining least senior, a vacant position will be considered to be the least senior in the pay grade.

4. Elect layoff and placement on the recall list

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 Section 10.6.1 of this Agreement. 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

Full-time employees may bump full-time or part-time employee with less seniority but part-time employees may only displace part-time employees with less seniority.

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.

Two (2) weeks' notice shall be given to an employee if the employee is to be laid off.

10.7 Recall from Layoff

If a vacancy occurs within two (2) years from initial date of layoff or reduction in annual hours the employee with the most seniority and possessing the relevant qualifications shall have first right to recall if the position is a "comparable positions" (as defined in Section 2.7 of this Agreement). An employee who refuses recall to a position that is the same grade and annual hours as their previous position will lose all recall rights.

11.0 RESIGNATION

11.1 Notice of Resignation

A ten (10) work day written notice shall be required of an employee if the employee wishes to resign in good standing.

11.2 Normal Retirement

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

12.0 403(b) MATCHING RETIREMENT PLAN

12.1 Eligible employees, as defined in section 12.2, may participate in a state approved deferred

annuity plan 457 plan or the 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.

Effective July 1, 2019 the option to contribute to a 457 plan was added for the Administrative Assistant/Clerical group for the purposes of Sections 12.1, 12.2, 12.3 and 12.7.

- 12.2 To qualify for and participate in the District's 457 plan or 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 Payroll 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.

- 12.3 In addition to the requirements of section 12.2, to qualify for and participate in the Districts' 457 plan or 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. An employee who is regularly scheduled to work forty (40) hours per week and twelve (12) months per year will be eligible for the maximum match amount. An employee who is regularly scheduled to work less than forty (40) hours per week and/or twelve (12) months per year will receive a pro-rated match. Effective July 1, 2022, all employees will be eligible to for the maximum match amount.
- 12.4 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.

- 12.5 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.
- 12.6 An employee's lifetime maximum contribution by the School District is thirteen thousand and 00/100 dollars (\$13,000.00), prorated as per section 12.3. Effective July 1, 2022 the employee's lifetime maximum contribution will increase to fourteen thousand and 00/100 dollars (\$14,000) with no proration.
- 12.7 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 Districts' 457 plan or 403(b) Matching Retirement Plan. "Continuous service," for the purposes of this paragraph only, shall be defined as in sections 12.2 and 12.3 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.
- 12.8 Upon retirement, the lump-sum payment under Section 12.7 will be made directly to the MSRS HCSP. 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 MSRS HCSP.

In the event of the death of an employee who has met the aforementioned eligibility requirements under Section 12.7 but a payment has not yet been made to the MSRS HCSP on behalf of the employee, the amount will be paid to the deceased employee's estate.

13.0 VACANCIES

13.1 Posting

Notice of new positions or vacancies of more than thirty (30) days duration will be posted on the District's website for a period of at least seven (7) calendar days. Notices of posted new positions or vacancies will be provided to the union steward(s) concurrent with when they are posted on the District's website. Should a bargaining union member be on layoff at the time of the vacancy and the vacant position is a "comparable position" (as defined in

Section 2.7 of this Agreement), the laid off employee shall first be recalled to the vacant position, if qualified. If the laid off employee rejects the recall from layoff notice the position shall then be posted as defined. An employee who refuses recall to the same grade and annual hours as their previous position will lose all recall rights.

13.2 Bids

Applicants must submit their completed bids via the District's electronic applicant tracking system before the expiration of the seven (7) calendar day posting period. The District shall notify job applicants of their selection or non-selection for hire for a posted position within a reasonable timeframe in accordance with the District's employment practices and procedures, but in no case any later than forty-five (45) calendar days after the close of the posting.

13.3 Decision

Final decision 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.

14.0 **HOLIDAYS**

14.1 Number of Holidays

All full-time employees and on a pro rata basis, part-time employees shall be granted 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 according to the following schedule. 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.

9 and 10 month employees	9 holidays
10.5 and 11 month employees	10 holidays
11.5 and 12 month employees	11 holidays

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
Independence Day	One (1) Floating Holiday
Labor Day	

Employees working ten (10) months or less shall not receive Independence Day. Employees working ten and one-half (10.5) or eleven (11) months shall receive Independence Day as a holiday. Employees working eleven and one-half (11.5) or twelve (12) months shall receive one (1) additional floating holiday.

14.3 Floating Holiday

Employees will be allowed to select the day on which they can use their floating holiday if the leave does not conflict with the needs of the School District.

The request must be made to the employee's Principal using "Employee Access" at least three (3) work days prior to the day the leave is to be taken, except in extreme emergencies. In the event of an extreme emergency, an oral request through the employee's Principal will be considered. No more than two (2) employees from the same building will be allowed to utilize their floating holiday on the same day.

Employees are expected to use their floating holiday during the school year. If on two (2) separate occasions an employee has requested to use their floating holiday and have been denied their request, the employee will be paid for the floating holiday at the conclusion of the school year.

14.4 Exceptions

If any holiday falls on a weekend day, the Superintendent will designate another holiday within a five (5) calendar day period of the normal holiday.

14.5 During Vacation

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

14.6 Qualifications

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.

15.0 VACATIONS

15.1 Vacation Schedule

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 bargaining agreements prior to July 1, 1994, and who became eligible for vacation effective July 1, 1994, were placed on the 1 Year vacation step level

regardless of the number of years of service, as of July 1, 1994.) Vacation will be credited to the employee at the start of the school year.

Effective for persons employed on or after July 1, 1996, in positions covered by the Secretarial/Clerical 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.

	<u>9</u> <u>month</u>	<u>9.5</u> <u>month</u>	<u>10</u> <u>month</u>	<u>10.5</u> <u>month</u>	<u>11</u> <u>month</u>	<u>11.5</u> <u>month</u>	<u>12</u> <u>month</u>
1 year	7	7.5	8	8.5	9	9.5	10
5 years	9	9.5	10	10.5	11	11.5	12
8 years	11	12	12.5	13	14	14.5	15
11 years	13	14	15	15.5	16	16.5	17
15 years	15	16	17	17.5	18.5	19	20

15.2 Not Cumulative

For all employees who are School Board approved to work less than twelve (12) months a school year vacation time shall not be cumulative or carried over from year to year except with the written approval of the School Board.

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

15.3 Additional Vacation

All employees, who are School Board approved to work two thousand eighty (2,080) hours in a school year, inclusive of vacation, holidays, and approved leaves, will be granted vacation for years sixteen (16) through twenty (20), with pay, on the basis of the following schedule:

Sixteen (16) years or more of consecutive employment	21 Days
Seventeen (17) years or more of consecutive employment	22 Days
Eighteen (18) years or more of consecutive employment	23 Days
Nineteen (19) years or more of consecutive employment	24 Days

Twenty (20) years or more of consecutive employment

25 Days

15.4 Vacation Carry Over

All employees, who are School Board approved to work twelve (12) months in a school year, inclusive of vacation, holidays, and approved leaves, will be credited vacation on July 1 of each fiscal year. The maximum carryover shall be one years' vacation. The use of vacation must be consistent with the operation of the building or department to which the employee is assigned.

15.5 When Used

Vacation days may be used with the approval of the Principal or Supervisor using "Employee Access". 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.

15.6 When School is in Session

Vacation days may be used during times that school is in session with the approval of the Principal or Supervisor using "Employee Access". 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.

15.7 Termination

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 Executive Director of Human Resources 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.

15.8 Pro Rata Vacations

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

16.0 **GRIEVANCE PROCEDURES**

16.1 Definitions

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

- A. Interpretation of this Agreement, and
- B. A charge of violation of this Agreement, or
- C. An alleged violation involving terms or conditions of employment as defined in 2.0 Definitions.

16.2 Representatives

The employee, Administrator, or School Board, may be represented during any step of the procedure by any person or agent designated by such party to act in its behalf.

16.3 Interpretations

- A. Extension - Time limits specified in this Agreement may be extended by mutual agreement.
- B. Days - Reference to days regarding time periods in this procedure shall refer to week days, Monday through Friday, excluding holidays.
- C. 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 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.
- D. Filing and Postmark - The filing of a service or any notice or document herein shall be timely if it bears a postmark of the United States Postal Service certified mail within the time period.

16.4 Time Limit 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, the specific provision of the Agreement allegedly violated, and the particular relief sought within twenty (20) 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.

16.5 Adjustment

An effort shall first be made to adjust an alleged grievance informally between the employee and the Supervisor or the Principal, or 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 any 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 five (5) days after the 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 provided such appeal is made in writing on the Grievance Form within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or her/his designee shall hold a meeting regarding the grievance within ten (10) days after the receipt of the appeal. Within five (5) days after the meeting, the Superintendent or her/his 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 five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall hear the grievance within thirty (30) days after the receipt of the appeal. Within ten (10) days after the hearing, 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 hear the appeal at this level and report its findings and recommendations to the School Board. The School Board shall then render its decision.

16.6 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 representatives notifies the parties of its intention to review within five (5) days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

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

16.7 Denial

Failure by the School Board or its representatives 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.

16.8 Arbitration

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 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 an arbitrator in accordance with M.S. §179A.21, providing such request is made within twenty (20) days after the request for arbitration. . Failure to request an arbitrator in accordance with M.S. §179A.21 within the time periods provided herein shall constitute a waiver of the grievance.

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

The arbitrator shall have no power to add to, 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 her/his power, shall be binding on both parties within the limitations of the PELRA of 1971, as amended.

4. Expenses

The employee and the School Board shall 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 for the conduct of the arbitration.

5. Reprisals

No reprisals shall be taken by the School Board or its representatives against any employee because of her/his participation in this grievance procedure.

17.0 DURATION

17.1 Time Period

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 the PELRA of 1971, as amended. If either party desires to modify or amend this Agreement commencing on July 1, 2025, they 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.

17.2 Completeness

This Agreement constitutes the full and complete agreement between the School Board and Service Employees International Union Local 284,. 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 inconsistent with these provisions.

17.3 Reopener

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 terms of this Agreement except by mutual consent.


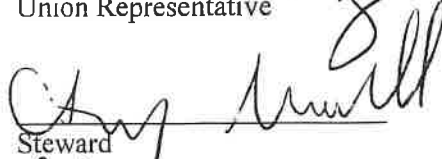
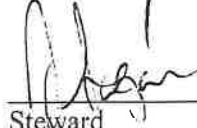
17.4 Severability



The provisions of this Agreement shall be severable. If any provisions thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof under different circumstances.

IN WITNESS WHEREOF, the parties have signed this Agreement this 8th 13th day of August, 2024

For Service Employees International Union
Local 284
450 Southview Blvd
South St. Paul, MN 55075

For Independent School District 728
11500 193rd Ave NW
Elk River, MN 55330


Union Representative

Steward

Steward


Chair School Board

Clerk, School Board

APPENDIX A-1: BASIC RATES OF PAY

Wage rate schedules to be used to determine placement and wage rates for an individual employee:

SALARY SCHEDULE FOR PERIOD JULY 1, 2023, THROUGH JUNE 30, 2024.

23-24 Step	Grade I	Grade II	Grade III
1	19.58	20.34	21.11
2	20.48	21.25	22.07
3	21.25	22.07	22.89
4	22.07	22.89	23.76
5	22.89	23.76	24.64
6	23.76	24.64	25.60
7	24.66	25.60	26.58
8	25.44	26.38	27.37

SALARY SCHEDULE FOR PERIOD JULY 1, 2024, THROUGH JUNE 30, 2025.

24-25 Step	Grade I	Grade II	Grade III
1	20.17	20.95	21.74
2	21.09	21.89	22.73
3	21.89	22.73	23.58
4	22.73	23.58	24.47
5	23.58	24.47	25.38
6	24.47	25.38	26.37
7	25.40	26.37	27.37
8	26.20	27.17	28.19

A-2: CLASSIFICATIONS

<u>Grade I</u>	<u>Grade II</u>	<u>Grade III</u>
Clerk	Accounts Payable Clerk	Senior Administrative Assistant
Receptionist	Benefit Clerk	Senior Administrative Assistant – (Student Information Systems)
	District Information Clerk	SISDMS Administrative Assistant
	Finance Clerk	
	Food Service and Purchasing Clerk	
	Health Services Assistant	
	Resource/Warehouse Clerk	
	Administrative Assistant	

A-3: 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	\$.75
15	\$.1.25
20	\$ 1.75

Effective July 1, 2022 - 20 years of Continuous Service will increase to \$1.25

A-4: CONTRACT DAYS

For each school year, the period of employment shall be as follows:

9 Months	195 Days
9.5 Months	205 Days
10 Months	217 Days
10.5 Months	227 Days
11 Months	238 Days

11.5 Months	248 Days
12 Months	260 Days (except for leap year at 261 Days)

Contract days described above are **inclusive** of holidays and vacation days. Any days worked over and above the contract days stated, **must have prior approval by the employee's Supervisor**. An invoice is to be submitted for this pay, signed by the employee's Supervisor.

A-5: STEP CREDITS

New employees hired between July 1 and December 31, shall advance to the next step on July 1. Those hired between January 1 and July 1, shall remain on the same step on July 1 and advance to the following step on the next July 1.

A-6: SUBSTITUTES

In the event a clerk substitutes for another who is in a higher paid position, the higher rate will be paid after the third consecutive work day.

A-7: PLACEMENT AFTER JOB CONSOLIDATION

When a position is consolidated or reclassified by the School Board, and as a result an employee previously belonging to another unit is retained in a clerical position within this unit, the employee shall move to the step on the salary schedule closest to the employee's previous salary not to exceed Step Six. The employee will receive a normal step increase when due, counting experience in the previous year as though it had occurred within the unit. In no instance shall an employee receive the top rate of pay during the first contract year within this unit.

A-8: RETROACTIVE PAY

Employees who have their employment terminated by the School District prior to the approval of this agreement by both parties, will not be entitled to any retroactive pay and benefits.

Employees who voluntarily terminate their employment prior to the approval of this agreement by both parties, will be entitled to retroactive pay and benefits for the fiscal year in which this agreement is approved by both parties.

Retirees who retire their employment in a fiscal year prior to the fiscal year in which this agreement is approved by both parties will be entitled to retroactive pay and benefits providing the employee makes written application, by certified mail, for such retroactive pay and benefits. This written application must be made by the terminated employee to the Superintendent or his/her designee within thirty (30) calendar days from the date that both parties approved this agreement.

Failure to meet the restrictions set forth by these provisions constitutes the forfeiture of any rights

to retroactive pay and benefits.

A-9: TICKET MANAGER

Effective July 1, 2022, bargaining unit employees who apply for and are hired as a Ticket Manager will be paid in accordance with the activities schedule in the current agreement between ISD 728 and the Elk River Education Association.

A-10 INSURANCE GRIDS

2023-2024 Medical Rates

Health Ins - Clerical (7.51 to 8 Hrs Daily)							
Plan	195 (9 mos.)	205 (9.5 mos.)	217 (10 mos.)	227 (10.5 mos.)	238 (11 mos.)	248 (11.5 mos.)	260 (12 mos.)
DG-SIN	722.00	722.00	722.00	722.00	722.00	722.00	722.00
DG-FAM	987.50	1,023.27	1,066.19	1,101.96	1,141.31	1,177.08	1,220.00
CMM-SIN	780.00	780.00	780.00	780.00	780.00	780.00	780.00
CMM-FAM	1,043.75	1,082.40	1,142.00	1,167.44	1,209.96	1,248.62	1,295.00
HSA-SIN	780.00	780.00	780.00	780.00	780.00	780.00	780.00
HSA-FAM	1,043.75	1,082.40	1,128.79	1,167.44	1,209.96	1,248.62	1,295.00

Health Ins - Clerical (7.01 to 7.5 Hrs Daily)							
Plan	195 (9 mos.)	205 (9.5 mos.)	217 (10 mos.)	227 (10.5 mos.)	238 (11 mos.)	248 (11.5 mos.)	260 (12 mos.)
DG-SIN	722.00	722.00	722.00	722.00	722.00	722.00	722.00
DG-FAM	943.91	977.44	1,017.68	1,051.21	1,088.10	1,121.63	1,161.88
CMM-SIN	780.00	780.00	780.00	780.00	780.00	780.00	780.00
CMM-FAM	996.64	1,032.88	1,076.36	1,112.60	1,152.46	1,188.70	1,232.19
HSA-SIN	780.00	780.00	780.00	780.00	780.00	780.00	780.00
HSA-FAM	996.64	1,032.88	1,076.36	1,112.60	1,152.46	1,188.70	1,232.19

Health Ins - Clerical (6.51 to 7.0 Hrs Daily)							
Plan	195 (9 mos.)	205 (9.5 mos.)	217 (10 mos.)	227 (10.5 mos.)	238 (11 mos.)	248 (11.5 mos.)	260 (12 mos.)
DG-SIN	722.00	722.00	722.00	722.00	722.00	722.00	722.00
DG-FAM	900.31	931.61	969.17	1,000.47	1,034.89	1,066.19	1,103.75
CMM-SIN	770.31	780.00	780.00	780.00	780.00	780.00	780.00
CMM-FAM	949.53	983.35	1,023.94	1,057.76	1,094.97	1,128.79	1,169.38
HSA-SIN	770.31	780.00	780.00	780.00	780.00	780.00	780.00
HSA-FAM	949.53	983.35	1,023.94	1,057.76	1,094.97	1,128.79	1,169.38

Health Ins - Clerical (6.01 to 6.5 Hrs Daily)							
Plan	195 (9 mos.)	205 (9.5 mos.)	217 (10 mos.)	227 (10.5 mos.)	238 (11 mos.)	248 (11.5 mos.)	260 (12 mos.)
DG-SIN	722.00	722.00	722.00	722.00	722.00	722.00	722.00
DG-FAM	856.72	885.78	920.66	949.72	981.69	1,010.75	1,045.63
CMM-SIN	726.72	755.78	780.00	780.00	780.00	780.00	780.00
CMM-FAM	902.42	933.83	971.52	1,002.92	1,037.47	1,068.88	1,106.56
HSA-SIN	726.72	755.78	780.00	780.00	780.00	780.00	780.00
HSA-FAM	902.42	933.83	971.52	1,002.92	1,037.47	1,068.88	1,106.56

Health Ins - Clerical (5.51 to 6 Hrs Daily)							
Plan	195 (9 mos.)	205 (9.5 mos.)	217 (10 mos.)	227 (10.5 mos.)	238 (11 mos.)	248 11.5 mos.)	260 (12 mos.)
DG-SIN	683.13	709.95	722.00	722.00	722.00	722.00	722.00
DG-FAM	813.13	839.95	872.14	898.97	928.48	955.31	987.50
CMM-SIN	683.13	709.95	742.14	768.97	780.00	780.00	780.00
CMM-FAM	855.31	884.30	919.09	948.08	979.97	1,008.96	1,043.75
HSA-SIN	683.13	709.95	742.14	768.97	780.00	780.00	780.00
HSA-FAM	855.31	884.30	919.09	948.08	979.97	1,008.96	1,043.75

Health Ins - Clerical (5.01 to 5.5 Hrs Daily)							
Plan	195 (9 mos.)	205 (9.5 mos.)	217 (10 mos.)	227 (10.5 mos.)	238 (11 mos.)	248 11.5 mos.)	260 (12 mos.)
DG-SIN	639.53	664.12	693.63	718.22	722.00	722.00	722.00
DG-FAM	769.53	794.12	823.63	848.22	875.27	899.87	929.38
CMM-SIN	639.53	664.12	693.63	718.22	745.27	769.87	780.00
CMM-FAM	808.20	834.78	866.67	893.24	922.47	949.05	980.94
HSA-SIN	639.53	664.12	693.63	718.22	745.27	769.87	780.00
HSA-FAM	808.20	834.78	866.67	893.24	922.47	949.05	980.94

Health Ins - Clerical (4.51 to 5.0 Hrs Daily)							
Plan	195 (9 mos.)	205 (9.5 mos.)	217 (10 mos.)	227 (10.5 mos.)	238 (11 mos.)	248 11.5 mos.)	260 (12 mos.)
DG-SIN	595.94	618.29	645.12	667.48	692.07	714.42	722.00
DG-FAM	725.94	748.29	775.12	797.48	822.07	844.42	871.25
CMM-SIN	595.94	618.29	645.12	667.48	692.07	714.42	741.25
CMM-FAM	764.09	785.25	814.24	838.40	864.98	889.13	918.13
HSA-SIN	595.94	618.29	645.12	667.48	692.07	714.42	742.25
HSA-FAM	764.09	785.25	814.24	838.40	864.98	889.13	918.13

Health Ins - Clerical (4.01 to 4.5 Hrs Daily)							
Plan	195 (9 mos.)	205 (9.5 mos.)	217 (10 mos.)	227 (10.5 mos.)	238 (11 mos.)	248 11.5 mos.)	260 (12 mos.)
DG-SIN	552.34	572.46	596.61	616.73	638.86	658.98	683.13
DG-FAM	682.34	702.46	726.61	746.73	768.86	788.98	813.13
CMM-SIN	552.34	572.46	596.61	616.73	638.86	658.98	683.13
CMM-FAM	713.98	735.73	761.82	783.56	807.48	829.22	855.31
HSA-SIN	552.34	572.46	596.61	616.73	638.86	658.98	683.13
HSA-FAM	713.98	735.73	761.82	783.56	807.48	829.22	855.31

Health Ins - Clerical (4.00 Hrs Daily)							
Plan	195 (9 mos.)	205 (9.5 mos.)	217 (10 mos.)	227 (10.5 mos.)	238 (11 mos.)	248 11.5 mos.)	260 (12 mos.)
DG-SIN	508.75	526.63	548.10	565.98	585.65	603.54	625.00
DG-FAM	638.75	656.63	678.10	695.98	715.65	733.54	755.00
CMM-SIN	508.75	526.63	548.10	565.98	585.65	603.54	625.00
CMM-FAM	666.88	686.20	709.39	728.72	749.98	769.31	792.50
HSA-SIN	508.75	526.63	548.10	565.98	585.65	603.54	625.00
HSA-FAM	666.88	686.20	709.39	728.72	749.98	769.31	792.50

2024-2025 Medical Rates

Health Ins - Clerical (7.51 to 8 Hrs Daily)							
Plan	195 (9 mos.)	205 (9.5 mos.)	217 (10 mos.)	227 (10.5 mos.)	238 (11 mos.)	248 11.5 mos.)	260 (12 mos.)
DG-SIN	802.00	802.00	802.00	802.00	802.00	802.00	802.00
DG-FAM	1,115.50	1,151.27	1,194.19	1,229.96	1,269.31	1,305.08	1,348.00
CMM-SIN	860.00	860.00	860.00	860.00	860.00	860.00	860.00
CMM-FAM	1,171.75	1,210.40	1,270.00	1,295.44	1,337.96	1,376.62	1,423.00
HSA-SIN	860.00	860.00	860.00	860.00	860.00	860.00	860.00
HSA-FAM	1,171.75	1,210.40	1,256.79	1,295.44	1,337.96	1,376.62	1,423.00

Health Ins - Clerical (7.01 to 7.5 Hrs Daily)							
Plan	195 (9 mos.)	205 (9.5 mos.)	217 (10 mos.)	227 (10.5 mos.)	238 (11 mos.)	248 11.5 mos.)	260 (12 mos.)
DG-SIN	802.00	802.00	802.00	802.00	802.00	802.00	802.00
DG-FAM	1,071.91	1,105.44	1,145.68	1,179.21	1,216.10	1,249.63	1,289.88
CMM-SIN	860.00	860.00	860.00	860.00	860.00	860.00	860.00
CMM-FAM	1,124.64	1,160.88	1,204.36	1,240.60	1,280.46	1,316.70	1,360.19
HSA-SIN	860.00	860.00	860.00	860.00	860.00	860.00	860.00
HSA-FAM	1,124.64	1,160.88	1,204.36	1,240.60	1,280.46	1,316.70	1,360.19

Health Ins - Clerical (6.51 to 7.0 Hrs Daily)							
Plan	195 (9 mos.)	205 (9.5 mos.)	217 (10 mos.)	227 (10.5 mos.)	238 (11 mos.)	248 11.5 mos.)	260 (12 mos.)
DG-SIN	802.00	802.00	802.00	802.00	802.00	802.00	802.00
DG-FAM	1,028.31	1,059.61	1,097.17	1,128.47	1,162.89	1,194.19	1,231.75
CMM-SIN	850.31	860.00	860.00	860.00	860.00	860.00	860.00
CMM-FAM	1,077.53	1,111.35	1,151.94	1,185.76	1,222.97	1,256.79	1,297.38
HSA-SIN	850.31	860.00	860.00	860.00	860.00	860.00	860.00
HSA-FAM	1,077.53	1,111.35	1,151.94	1,185.76	1,222.97	1,256.79	1,297.38

Health Ins - Clerical (6.01 to 6.5 Hrs Daily)							
Plan	195 (9 mos.)	205 (9.5 mos.)	217 (10 mos.)	227 (10.5 mos.)	238 (11 mos.)	248 11.5 mos.)	260 (12 mos.)
DG-SIN	802.00	802.00	802.00	802.00	802.00	802.00	802.00
DG-FAM	984.72	1,013.78	1,048.66	1,077.72	1,109.69	1,138.75	1,173.63
CMM-SIN	806.72	835.78	860.00	860.00	860.00	860.00	860.00
CMM-FAM	1,030.42	1,061.83	1,099.52	1,130.92	1,165.47	1,196.88	1,234.56
HSA-SIN	806.72	835.78	860.00	860.00	860.00	860.00	860.00
HSA-FAM	1,030.42	1,061.83	1,099.52	1,130.92	1,165.47	1,196.88	1,234.56

Health Ins - Clerical (5.51 to 6 Hrs Daily)							
Plan	195 (9 mos.)	205 (9.5 mos.)	217 (10 mos.)	227 (10.5 mos.)	238 (11 mos.)	248 11.5 mos.)	260 (12 mos.)
DG-SIN	763.13	789.95	802.00	802.00	802.00	802.00	802.00
DG-FAM	941.13	967.95	1,000.14	1,026.97	1,056.48	1,083.31	1,115.50
CMM-SIN	763.13	789.95	822.14	848.97	860.00	860.00	860.00
CMM-FAM	983.31	1,012.30	1,047.09	1,076.08	1,107.97	1,136.96	1,171.75
HSA-SIN	763.13	789.95	822.14	848.97	860.00	860.00	860.00
HSA-FAM	983.31	1,012.30	1,047.09	1,076.08	1,107.97	1,136.96	1,171.75

Health Ins - Clerical (5.01 to 5.5 Hrs Daily)							
Plan	195 (9 mos.)	205 (9.5 mos.)	217 (10 mos.)	227 (10.5 mos.)	238 (11 mos.)	248 11.5 mos.)	260 (12 mos.)
DG-SIN	719.53	744.12	773.63	798.22	802.00	802.00	802.00
DG-FAM	897.53	922.12	951.63	976.22	1,003.27	1,027.87	1,057.38
CMM-SIN	719.53	744.12	773.63	798.22	825.27	849.87	860.00
CMM-FAM	936.20	962.78	994.67	1,021.24	1,050.47	1,077.05	1,108.94
HSA-SIN	719.53	744.12	773.63	798.22	825.27	849.87	860.00
HSA-FAM	936.20	962.78	994.67	1,021.24	1,050.47	1,077.05	1,108.94

Health Ins - Clerical (4.51 to 5.0 Hrs Daily)							
Plan	195 (9 mos.)	205 (9.5 mos.)	217 (10 mos.)	227 (10.5 mos.)	238 (11 mos.)	248 11.5 mos.)	260 (12 mos.)
DG-SIN	675.94	698.29	725.12	747.48	772.07	794.42	802.00
DG-FAM	853.94	876.29	903.12	925.48	950.07	972.42	999.25
CMM-SIN	675.94	698.29	725.12	747.48	772.07	794.42	821.25
CMM-FAM	892.09	913.25	942.24	966.40	992.98	1,017.13	1,046.13
HSA-SIN	675.94	698.29	725.12	747.48	772.07	794.42	822.25
HSA-FAM	892.09	913.25	942.24	966.40	992.98	1,017.13	1,046.13

Health Ins - Clerical (4.01 to 4.5 Hrs Daily)							
Plan	195 (9 mos.)	205 (9.5 mos.)	217 (10 mos.)	227 (10.5 mos.)	238 (11 mos.)	248 11.5 mos.)	260 (12 mos.)
DG-SIN	632.34	652.46	676.61	696.73	718.86	738.98	763.13
DG-FAM	810.34	830.46	854.61	874.73	896.86	916.98	941.13
CMM-SIN	632.34	652.46	676.61	696.73	718.86	738.98	763.13
CMM-FAM	841.98	863.73	889.82	911.56	935.48	957.22	983.31
HSA-SIN	632.34	652.46	676.61	696.73	718.86	738.98	763.13
HSA-FAM	841.98	863.73	889.82	911.56	935.48	957.22	983.31

Health Ins - Clerical (4.00 Hrs Daily)							
Plan	195 (9 mos.)	205 (9.5 mos.)	217 (10 mos.)	227 (10.5 mos.)	238 (11 mos.)	248 11.5 mos.)	260 (12 mos.)
DG-SIN	588.75	606.63	628.10	645.98	665.65	683.54	705.00
DG-FAM	766.75	784.63	806.10	823.98	843.65	861.54	883.00
CMM-SIN	588.75	606.63	628.10	645.98	665.65	683.54	705.00
CMM-FAM	794.88	814.20	837.39	856.72	877.98	897.31	920.50
HSA-SIN	588.75	606.63	628.10	645.98	665.65	683.54	705.00
HSA-FAM	794.88	814.20	837.39	856.72	877.98	897.31	920.50

Dental Rates									
Plan	7.51-8 hrs.	7.01-7.5 hrs.	6.51-7.0 hrs.	6.01-6.5 0 hrs.	5.51-6.0 0 hrs.	5.01-5.5 hrs.	4.51-5 hrs.	4.01-4.5 hrs.	4 hrs.
All	35.00	35.00	35.00	32.50	30.00	27.50	25.00	22.50	20.00

A-11 Sick Leave Donation Procedures

General Provisions:

- The Sick Leave Contribution Committee (The Committee) will administer the program. The Committee will consist of two (2) representatives from Human Resources and two (2) representatives from Service Employees International Union Local 284.
- 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 of Service Employees International Union Local 284.
- The employee requesting contributions of sick leave must use all accumulated sick leave and personal leave 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 (1) of the three (3) 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 the absence meets the 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 step-parent, as defined in MS. § 181.9413
 - b) The serious illness or disability requires the attention of a physician.

Application Process:

- The employee requesting the contribution of sick time may obtain an application form from the Human Resources Department. The employee will complete the form and submit it to the Human Resources Department.
- An original physician's statement indicating the nature of the illness or disability and date of the anticipated recovery must accompany the application form.
- 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 (1) 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.