# **MASTER AGREEMENT**

between

# INDEPENDENT SCHOOL DISTRICT 2859 GLENCOE-SILVER LAKE, MINNESOTA

and

# SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 284

Covering the

Instructional Paraprofessionals
Health Assistants
Interpreters
Sign Language Interpreters (ASL)
Speech Language Pathologist Assistant (SLPA)
Library Aides
Office Secretaries (Principal's Secretary/Activities/Attendance Secretary,
Counselor's Secretary)

**Employees** 

effective through June 30, 2025

# TABLE OF CONTENTS

<u>Page</u>
ARTICLE I PURPOSE1
ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE1
ARTICLE III DEFINITIONS1
ARTICLE IV SCHOOL DISTRICT RIGHTS2
ARTICLE V EMPLOYEE RIGHTS3
ARTICLE VI RATES OF PAY5
ARTICLE VII GROUP INSURANCE7
ARTICLE VIII OTHER BENEFITS8
ARTICLE IX LEAVES OF ABSENCE10
ARTICLE X HOURS OF SERVICE AND DUTY YEAR15
ARTICLE XI HOLIDAYS16
ARTICLE XII VACATIONS17
ARTICLE XIII DISCIPLINE, DISCHARGE, PROBATIONARY PERIOD17
ARTICLE XIV VACANCIES AND TRANSFERS

Al	RTICLE XV LAYOFFS, RECALL, SENIORITY19
Al	RTICLE XVI GRIEVANCE PROCEDURE
Al	RTICLE XVII PUBLIC OBLIGATION24
Al	RTICLE XVIII MEET AND CONFER24
Al	RTICLE XIX PUBLICATION OF THE MASTER AGREEMENT24
Al	RTICLE XX DURATION25
Cl	LASSIFICATION JOB TITLES27
SC	CHEDULE A 2023-2024 Rates of Pay28
SC	CHEDULE B 2024-2025 Rates of Pay29
LI	ETTER OF UNDERSTANDING
Et	mployees Not enrolled in Health Insurance Plan
Et	mployees Previously Receiving .25 Contract Language31

#### GLENCOE-SILVER LAKE SUPPORT STAFF MASTER AGREEMENT

#### ARTICLE I PURPOSE

<u>Section 1. Parties:</u> THIS AGREEMENT is entered into between Glencoe-Silver Lake Independent School District No. 2859, Glencoe, Minnesota, hereinafter referred to as the School District, and Service Employees International Union Local 284, hereinafter referred to as the Exclusive Representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the PELRA, to provide the terms and conditions of employment.

# ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

<u>Section 1. Recognition</u>: In accordance with the PELRA, the School District recognizes Service Employees International Union Local 284 as the Exclusive Representative for the educational support personnel employed by the School District, which Exclusive Representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

<u>Section 2. Appropriate Unit:</u> The Exclusive Representative shall represent all such employees of the School District contained in the appropriate unit as defined in Article III, Section 2. of this Agreement and the PELRA and in certification by the Commissioner of Mediation Services, if any.

#### ARTICLE III DEFINITIONS

<u>Section 1. Terms and Conditions of Employment:</u> The term, "terms and conditions of employment," means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the employees. "Terms and conditions of employment" is subject to the provisions of the PELRA.

Section 2. Description of Appropriate Unit: Pursuant to PELRA and all applicable MN State Statutes, for purposes of this Agreement, the term, "educational support personnel," shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of fourteen (14) hours per week or thirty-five (35) percent of the normal work week in the employees bargaining unit,

<u>Section 3. School District:</u> For purposes of administering this Agreement, the term, "School District," shall mean the School Board or its designated representative.

<u>Section 4. Employee:</u> For purposes of administering this Agreement, the term, "Employee," shall mean a member of the exclusive recognized bargaining unit as defined in this Agreement.

<u>Section 5. Exclusive Representative:</u> The term, "Exclusive Representative," shall mean the Service Employees International Union Local 284.

**Section 6. Other Terms:** Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

#### ARTICLE IV SCHOOL DISTRICT RIGHTS

<u>Section 1. Inherent Managerial Rights:</u> Pursuant to PELRA and all applicable MN state statutes, the Exclusive Representative recognizes that the School District 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 organization structure and selection and direction of personnel.

Section 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 educational opportunity for the students of the School District.

Section 3. Effect of Laws, Rules and Regulations: The Exclusive Representative recognizes that all employees covered by this Agreement shall perform the services 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. 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.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and functions not expressly delegated in this Agreement are reserved to the School District.

#### ARTICLE V EMPLOYEE RIGHTS

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or 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.

<u>Section 2. Right to Join:</u> Pursuant to the PELRA, 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 purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the School District.

#### Section 3. Request for Payroll Deduction, Authorization and Remittance.

Employees have the right to request and be allowed payroll deduction for the Union and for the Union's political action committee. The District will commence deductions within thirty days of receiving notice from the Union of the authorized deduction(s). The District will remit deductions to the Union within thirty days of the deduction.

The notice will include certification from the Union that the Union has and will maintain a signed authorization from the employee for whom deductions will be made. A valid signed authorization includes, but is not limited to, an electronically signed authorization. The District may require a copy of the signed authorization form only if a dispute arises about the existence or terms of the authorization. The dues deduction authorization remains in effect until the District receives notice from the Union that an employee has changed or cancelled their authorization in writing in accordance with the terms of the original authorizing document.

The Union will indemnify the District for any successful claims made by an employee for unauthorized deductions made in reliance upon certification or information received from the Union.

### Section 4. New Employee Information.

Minnesota Statutes 2022, Pursuant to PELRA, section 179A.07 Subdivision 8

With-in twenty calendar days from the date of hire of an employee, the District will provide the following contact information to the Union: name, job title, worksite location (including location within a facility when appropriate), home address, work telephone number, home and personal cell phone numbers on file with the District, date of hire, work email address, personal email

address on file with the District, wage, number of hours normally scheduled in a day, number of duty days contracted for, and whether the position is a nine (9) month or twelve (12) month assignment. The District will provide this information to the Union in a format acceptable to the Union.

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

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

#### **Section 5. Union Orientation**

Minnesota Statutes 2022, Pursuant to PELRA, section 179A.07, subdivision 9

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

The District will allow a Union designated representative to meet in person with newly hired employees for thirty minutes within thirty calendar days from the date of hire, during new employee orientations or (if the District does not conduct new employee orientations) at individual or group meetings. All employees participating in these meetings will be in pay status. The District will provide at least ten days' notice in advance of an orientation. Meetings may be held virtually or for longer than 30 minutes only by mutual agreement of the District and the Union.

#### Section 6. Union Access

Minnesota Statutes 2022, Pursuant to PELRA, section 179A.07, subdivision 9 The District will allow the Union to communicate with bargaining unit members using their employer-issued email addresses regarding collective bargaining, the administration of the collective bargaining agreement, the investigation of grievances, other workplace-related complaints and issues, and internal matters involving the governance or business of the Union, consistent with the District's generally applicable technology use policies.

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

Section 7. Union Steward/s and Building Representatives: The Exclusive Representative may designate certain employees from the bargaining unit to act as building representatives. The membership of the Exclusive Representative will elect a union steward/s, the Exclusive Representative will notify the School District of the name of the duly elected union steward/s.

A Union Steward/s or a building representative of the Exclusive Representative has the right to meet with employees so long as the meeting does not interfere with the job responsibilities of any employee. It is understood that whenever possible these meetings will be held before work, after work, or during a designated break in the employee's workday

<u>Section 8. Mediation and Arbitration Leave:</u> The School District shall allow leave, without loss of pay, up to a maximum of 40 hours for each two-year contract period (non-accumulative) for Local 284 representatives to participate in the mediation or arbitration process in which the Exclusive Representative is involved.

<u>Section 9. Bulletin Boards and Exclusive Representative (Local 284) Meetings:</u> The School District agrees to allow the Exclusive Representative the use of designated bulletin boards for the purpose of posting notices and information relating to Exclusive Representative business. The Exclusive Representative agrees to limit the posting of such notices to the bulletin board space designated by the School District in each building.

<u>Section 10. Employee Evaluations</u>: A formal evaluation of all employees will be made annually.

### ARTICLE VI RATES OF PAY

#### Section 1. Rates of Pay:

<u>Subd. 1.</u> The wages and salaries reflected in Salary Schedule A and Schedule B attached hereto, shall be a part of the Agreement for the period commencing July 1, 2023 to June 30, 2025.

<u>Subd. 2.</u> In the event a successor Agreement is not entered into prior to the expiration of the Agreement, an employee shall be compensated according to the current rate until a successor Agreement is entered into.

<u>Subd. 3.</u> An individual employee's salary advancement is subject to the right of the School District to withhold salary increases for cause. An action withholding a salary increase shall be subject to the grievance procedure.

<u>Subd.4.</u> An employee must be hired prior to January 1 of a given year to be qualified for a step advancement if a step is part of the master agreement for the next year.

<u>Section 2. Schedule Placement Advancement:</u> Employees shall be placed on Salary Schedule A as noted on Schedule A for the 2023-2024 school year and on placed on Salary Schedule B as noted on Schedule B for the 2024-2025 school year.

<u>Section 3. New Employees:</u> A new employee shall be placed on the salary schedule in the appropriate classification and on such step as agreed between the School District and the employee.

<u>Section 4. Overtime and Additional Compensation:</u> Overtime of time and one-half will be paid on all working hours exceeding 40 hours in one week.

<u>Section 5. Employees Working Two or More Classified Jobs:</u> Employees who are working two or more classified jobs will be paid at the rates of the classification.

<u>Section 6. Change in Pay Grade</u>: An employee moving from one pay grade to a different pay grade (higher or lower) shall be compensated at the same step on the new pay grade as occupied in the prior pay grade.

#### Section 7. Pay for Substituting in Another Area:

<u>Subd. 1.</u> Members of the bargaining unit who fill in at a higher rate job temporarily shall receive the regular sub rate or para rate, whichever is higher provided the temporary assignment is at least four consecutive hours.

<u>Subd. 2.</u> Members of the bargaining unit who have proper teacher licensure and who fill in at a higher rate job of a licensed teacher employee will receive one-and-a-half time (1 1/2) based on their regular hourly rate. The subbing must be for at least one half hour of a fully scheduled period.

<u>Section 8. Mileage:</u> All employees who drive their own vehicle for any District business shall record their mileage, submit it to the School District Office as per the payroll schedule, and they will be reimbursed at the federal mileage allowance.

<u>Section 9. Pay Dates:</u> Pay checks will be issued on the 15<sup>th</sup> and the last business day of each month. If the payday falls on a Saturday, pay checks will be issued on the preceding Friday. If the payday falls on a Sunday, pay checks will be issued on the following Monday.

#### ARTICLE VII GROUP INSURANCE

<u>Section 1. Selection of Carrier:</u> The selection of the insurance carrier and policy shall be made by the School District as provided by law.

#### Section 2. Health and Hospitalization Insurance

- Subd. 1. Single Coverage. The School District shall contribute a sum not to exceed \$575.69 per month for the 2023-2024 contract year and \$575.69 per month for the 2024-2025 contract year for full-time eligible employees who are enrolled in the School District group health and hospitalization plan.
- <u>Subd. 2. Dependent Coverage</u>. Eligible employees who wish to have family health insurance coverage shall pay the difference between the family coverage premium rates and the single coverage contribution as provided in Subd. 1 hereof.
- <u>Subd. 3. Eligibility</u>. To be eligible for the full contribution as provided in Subd. 1 hereof, an employee must be employed at least 1040 hours per contract year. Employees employed at least 520 hours per contract year, but less than 1040 hours per contract year, shall receive a prorata contribution as their annual duty hours are to 1,040. Employees employed less than 520 hours per contract year are not eligible for participation in the health and hospitalization insurance program.
- <u>Section 3. Continued Insurance Participation:</u> An employee who retires, and has participated in the insurance program during active employment, and has met age and service requirements for a public pension shall be eligible to continue in the group insurance plan with the same coverage as active employees until eligible for Medicare. The premium will be the same as for active employees in the unit and shall be paid by the retiree.
- <u>Section 4. Dental Insurance</u>. Employees covered under this Agreement shall have the option of enrolling in the School District Dental plan. The School District shall contribute \$25 per month toward single dental coverage, \$37.50 per month toward single plus one, and \$50 per month toward family dental coverage, the remaining to be paid by the employee through payroll deduction.
- <u>Section 5. Long Term Disability Insurance</u>: The School District shall provide coverage for eligible employees not exceeding \$30,000 for an employee whose normal term of employment is at least the minimum contractual work days as prescribed in Article X, Section 2, Basic Work Year, and at least 30 hours per week. The employee must utilize LTD upon eligibility, even if unused sick days remain.

<u>Section 6 Life Insurance</u>: All employees who work twenty (20) hours per week or more who qualify for and are enrolled in the School District's group term life insurance plan will receive term life insurance coverage of \$20,000 which will be paid for by the School District. All eligible employees may purchase additional life insurance coverage at their cost.

Section 7. Claims Against the School District: It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

<u>Section 8. Duration of Insurance Contribution:</u> An employee is eligible for School District contribution as provided in this Article as long as the employee is employed by the School District. Upon termination of employment, all District contribution shall cease.

Section 9. Patient Protection and Affordable Care Act: If provisions of the Patient Protection and Affordable Care Act (PPACA) require contractual revisions, the parties mutually agree to reopen the contract to address those revisions.

#### ARTICLE VIII OTHER BENEFITS

## Section 1. Training, Staff Development, Workshops:

<u>Subd. 1</u>. The School District will cover the expenses of any training that is required by the School District. The District will make a reasonable effort to include all Local 284 members in district crisis trainings.

<u>Subd. 2.</u> All employees will be paid their current rate of pay while participating in the training.

<u>Subd. 3</u>. The school district shall provide 8 hours of paid training per year to all paraprofessionals, Title 1 aides, and other instructional support staff. Six (6) hours of training must happen before the start of each school year, or within 30 days of hire. Pursuant to PELRA and all applicable MN State Statutes.

#### Section 2. Severance:

<u>Subd. 1</u>. All full-time employees who have completed at least fifteen (15) years of continuous service with the School District and are at least fifty-five (55) years of age will receive a severance pay allowance upon submission of a written notice of retirement accepted by the School District.

- <u>Subd. 2.</u> The severance pay amount shall represent sixty-six (66) percent of their unused accumulation of sick leave days. Severance pay shall be the basic daily rate of pay at the time of retirement, and shall not include any additional compensation for overtime, career increment, or any other extra compensation.
- <u>Subd. 3.</u> Employees who are hired after June 30, 2000, will be under the 403(b) matching program and will not be eligible for severance pay.
- <u>Section 3. 403(b) Matching:</u> All employees working 520 hours or more and who have reached three (3) years of employment in the School District will be eligible to participate in the matching program as permitted by Minnesota Statutes Section 356.24.
  - <u>Subd. 1.</u> The School District will contribute up to \$400 per year for employees working 1,040 hours or more per year and \$200 per year for employees working 520-1,040 hours per year to an approved tax 403(b) matching program for each above mentioned employee as permitted by Minnesota Statutes Section 356.24.
  - <u>Subd. 2.</u> The match must be dollar for dollar; however, the employee may contribute more than the School District.

Eligible employees must elect to participate in the 403(b) annuity matching program pursuant to the annuity plan requirements at the beginning of the plan year Upon the employee's retirement, the total amount of the School District's matching contribution to the employee's 403(b) annuity account shall be deducted from any severance pay obligation/entitlement under Article VIII, Section 3 of the Master Agreement. If the total amount of the School District's matching amount to the employee's 403(b) annuity account is more than he/she would have received in severance pay under Article VIII, Section 3 of the Master Agreement, the employee shall not be entitled to receive any severance pay pursuant to Article VIII, Section 3.

- <u>Subd. 3.</u> The School District contribution will begin when the employee initiates an eligible investment program, and the employee must make written application for participation by September 1 for that school year.
- <u>Subd. 4.</u> Élection to participate in the matching program is irrevocable during that year and will continue each subsequent year unless modified by the employee. Once the election to participate is made, the eligible employee must participate in the 403(b) annuity matching program at the same rate of contribution for the entire school year. An eligible employee may change his/her rate of contribution by notifying the business office in writing by September 1 of the school year in which the change is to be effective.
- Subd. 5. The School District career maximum match for each employee will be \$20,000.

- <u>Subd. 6. Approved Plans:</u> The School District will make matching contributions only to annuity plans offered by vendors approved by the School District.
- <u>Subd. 7.</u> In the event that a participating employee's assignment is reduced from full-time to part-time during the school year, the employee must continue participating in the matching program at the same rate of contribution for the remainder of the school year. Thereafter, unless and until the employee's assignment is increased to full-time, he/she will not be eligible to participate in the 403(b) annuity matching program.
- <u>Subd. 8. Death of Employee Participant:</u> If an employee participant dies before retirement, the employee's 403(b) annuity account shall be given to his/her designated beneficiary, if any, otherwise to his/her estate.
- <u>Subd. 9. Applicable Laws:</u> The 403(b) annuity matching program of the School District is subject to the laws of the State of Minnesota, Minnesota Statutes Section 356.24 and the Internal Revenue Code, 26 U.S.C. SS 403(b).
- <u>Section 4.</u> District will allow members to participate in services such as vision, AFLAC, and/or legal services at the employee's expense.

#### ARTICLE IX LEAVES OF ABSENCE

\*\*Effective January 1, 2024, the Earned Safe and Sick Time language will be followed.

## Section 1. Sick Leave: Employees will receive sick leave as follows:

- <u>Subd. 1.</u> Employees employed 12 months shall receive 1.25 days per month of Sick Leave per year, cumulative to 120 days.
- <u>Subd. 2.</u> Employees employed 11 months shall receive 1.19 days per month of Sick Leave per year, cumulative to 110 days. 11 month employees hired before June 1, 2000 may accumulate a maximum of 100 days.
- <u>Subd. 3.</u> Employees employed 10 months shall receive 1.20 days per month of Sick Leave per year, cumulative to 100. 10 month employees hired before June 1, 2000 may accumulate a maximum of 95 days.
- <u>Subd. 4.</u> Employees employed 9 months shall receive 1.23 days per month of Sick Leave per year, cumulative to 90 days.
- <u>Subd. 5.</u> Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to the employee's illness and/or disability which prevented attendance

at school and performances of duties on that day or days. Pursuant to M.S. 181.9413, an employee may use sick leave for absences due to an illness of or injury to the employee's child for such reasonable periods as the employee's attendance with the child may be necessary on the same terms the employee is able to use sick leave benefits for the employee's own illness or injury.

- <u>Subd. 6.</u> Pursuant to PELRA and all applicable MN State Statutes The School District may require an employee to furnish a medical certificate after 3 days from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the employee will be so advised.
- <u>Subd. 7.</u> Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee in hourly increments with a two-hour minimum.
- <u>Subd. 8.</u> Sick leave pay shall be approved only upon submission of signed request upon the authorized sick leave pay request form available in the office.
- <u>Subd. 9.</u> Sick leave may be utilized during the period of physical disability resulting from a condition of pregnancy. The employee shall provide the School District with a physician's statement certifying the dates of disability. An unpaid leave for child care purposes may be granted at the discretion of the School District.
- <u>Subd. 10.</u> Wellness Leave: All employees who have not used any sick leave during the school year shall be awarded one (1) wellness day with pay to be used in the following school year or receive pay in lieu of days off at the employee's daily pay rate. Wellness days may accumulate up to three (3) days. Payment in lieu of days off will be made in June of each year.
- <u>Subd. 11.</u> Any employee may voluntarily donate and transfer a portion of their accumulated wellness or personal leave to any other employee who has exhausted their own accumulated sick leave. The transferred wellness or personal leave will be subject to the same restrictions as wellness and personal leave benefits accumulated by that employee per this section of this Agreement. Final review and approval of such transfer will be made by the School District or its designee.
- <u>Subd. 12.</u> Once a retiring employee has reached the maximum accumulation for sick leave, sick leave deductions shall be taken from current years credit before accumulation from previous year has a deduction. This shall only be effective in the employee's retirement year.
- <u>Section 2. Workers' Compensation:</u> Pursuant to M.S. Ch. 176, an employee injured on the job in the service of the School District and collecting workers' compensation insurance, may draw

sick leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments.

<u>Section 3. Bereavement:</u> The employee shall be granted up to five (5) days of leave for immediate family. Immediate family shall include: spouse, children, mother, father, brother, sister, mother-in-law, father-in-law, grandchildren, sister-in-law and brother-in-law. Up to two (2) days of leave shall be granted for aunt, uncle, niece, nephew, cousin of the employee, grandparents, grandparents of spouse and close personal friends.

<u>Section 4. Family Illness Leave:</u> Leave will be granted in the case of serious illness for minor children pursuant to M.S. 181.943, unlimited accumulated sick leave, up to five (5) days per contract year for spouse, adult children, parents, brothers and sisters, grandchild and significant other. All leave used under this section will be deducted from accumulated sick leave.

#### Section 5. Child Care Leave:

- <u>Subd. 1</u>. A child care leave shall be granted by the School District, subject to the provisions of this section, to one (1) parent of a natural or adopted infant child, provided such parent is caring for the child on a full-time basis.
- <u>Subd. 2.</u> An employee making application for child care leave shall inform the Superintendent in writing of intention to take the leave at least three (3) calendar months before commencement of the intended leave.
- <u>Subd. 3.</u> If the reason for the child care leave is occasioned by pregnancy, an employee may utilize sick leave pursuant to the sick leave provisions of the Agreement during the period of physical disability. However, an employee shall not be eligible for sick leave during the period of time covered by a child care leave. A pregnant employee will also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery.
- <u>Subd. 4.</u> In making a determination concerning the commencement and duration of a child care leave, the School Board shall not, in any event, be required to:
  - 1. Grant any leave more than twelve (12) months in duration.
  - 2. Permit the employee to return to employment prior to the date designated in the request for child care leave.
- <u>Subd. 5.</u> An employee returning from child care leave shall be reemployed in a position for which qualified unless previously discharged or placed on layoff.

<u>Subd. 6.</u> An employee shall notify the School District prior to March 1 of his/her intentions to return. Failure to notify the School District prior to March 1 shall be considered a resignation from the School District.

<u>Subd. 7.</u> Leave under this section shall be without pay or fringe benefits.

#### **Section 6. Medical Leave:**

<u>Subd. 1</u>. An employee, who has completed the initial probationary period, who is unable to perform 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 written request, be granted a medical leave of absence, without pay, up to six (6) months. This leave may be renewed at the discretion of the School District.

<u>Subd. 2.</u> A request for leave of absence, or renewal thereof, under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume normal responsibilities.

#### Section 7. Family and Medical Leave:

<u>Subd. 1</u>. Pursuant to the Family and Medical Leave Act, 29 U.S.C. SS 1201 et. seq., an eligible employee shall be granted, upon written request, up to a total of twelve (12) weeks of unpaid leave per year in connection with:

- 1. the birth and first-year care of a child;
- 2. the adoption or foster placement of a child;
- 3. the serious health condition of an employee's spouse, child or parent, and
- 4. the employee's own serious health condition.

<u>Subd. 2.</u> Such leave shall be unpaid, except an eligible employee during such a leave shall be eligible for regular School District group health insurance contributions as provided in this Agreement for a period of the leave, but not to exceed twelve (12) weeks per year, notwithstanding any other provisions of this Agreement.

<u>Subd. 3.</u> To be eligible for the benefits of this section and insurance contribution, an employee must have been employed by the School District for the previous twelve (12) months and must have been employed for at least 1,250 hours during such previous 12-month period.

<u>Subd. 4.</u> The employee may elect, or the School District may require the employee, to substitute paid vacation, paid sick leave, or paid personal leave for leave otherwise provided under this section. However, nothing herein, nor any other provision of this

Agreement, shall require the School District to combine leaves for a period of time that exceeds twelve (12) weeks.

<u>Subd. 5.</u> The employee will provide at least thirty (30) days of written notice of request for leave when the reason for the leave is foreseeable. The employee shall further make reasonable effort to schedule any treatment so as to minimize disruption of the work of the employer.

Section 8. Insurance Application: An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave, and shall pay to the School District the monthly premium in advance, except as otherwise provided in Section 7, Family and Medical Leave. In the event the employee is on paid leave from the School District under Section 1, Sick Leave, or supplemented by sick leave pursuant to Section 2, Workers' Compensation hereof, the School District will continue insurance contributions as provided herein until sick leave is exhausted. Thereafter, the employee must pay the entire premium for any insurance retained after the exhaustion of sick leave. Any time an employee has not properly paid the premium on time the employee will lose his/her insurance coverage.

<u>Section 9. Credit:</u> An employee who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which had accrued at the time leave commenced. No credit shall accrue for the period of time that an employee was on unpaid leave.

Section 10. Personal Leave Day: An employee shall be granted two (2) days of personal leave per year for the use of personal business which cannot be taken care of when school is not in session. A request for personal leave shall be submitted to the Superintendent in writing at least two (2) days in advance, except in the case of an emergency. If the day is unused during any school year, the employee may accumulate this day to a total of five (5) days.

<u>Section 11. Jury Duty:</u> When an employee is asked to serve on jury duty, she/he will be granted the day or day's necessary, as stipulated by the court, to discharge this civic responsibility without loss of pay. Any compensation the employee receives from the court will be remitted to the School District, however, the employee may retain travel and expense reimbursement.

<u>Section 12. Unpaid Leave of Absence:</u> Short Term: An employee who is not eligible for vacation leave may apply for an unpaid short term leave of absence up to five (5) days each year, nonaccumulative, with the approval of the School District.

<u>Section 13. Coaching Leaves.</u> District coaches who are Local 284 members: In the event that a district coach needs to leave early from a regularly-scheduled duty day to coach a district team, said individual will be paid for individual's normal duty day upon approval by the superintendent or district designee. (This is not to include leaving work early for practice.)

<u>Section 14. Eligibility:</u> Full leave benefits provided in this article shall apply only to regular full-time employees who work at least 1040 hours per year on a regular basis and shall not apply to substitute or temporary employees. Employees who are employed 1039 hours or less per year shall be eligible for partial benefits proportional to the extent of their employment. Part-time employees employed 519 hours per year or less shall not be eligible for any leave benefits pursuant to this article.

# ARTICLE X HOURS OF SERVICE AND DUTY YEAR

<u>Section 1. Basic Work Week:</u> The regular work week, exclusive of lunch, shall be prescribed by the School District each year for regular employees.

<u>Section 2. Basic Work Year:</u> The regular work year shall be prescribed by the School District each year for regular employees.

<u>Section 3. Part-Time Employees:</u> The School District reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis for time less than that of the regular employees.

<u>Section 4. Shifts and Starting Time:</u> All employees will be assigned starting time and shifts as determined by the School District.

<u>Section 5. Lunch Period:</u> Employees shall be provided a duty free lunch period of at least thirty (30) minutes.

<u>Section 6.</u> Employees shall be provided lunch at District expense if the employee is required to do supervision duty in the lunchroom.

Section 7. Breaks: All employees will receive a fifteen (15) minute rest break for every four (4) hours of work.

<u>Section 8. School Closing Days</u>: Days not worked due to emergency closings shall be made up as determined on the school calendar (Digital/Different Days will not be made up).

Subd. 1. E- learning days: Minnesota Statutes Section 120A.414

A school district or charter school that declares an e-learning day must continue to pay the full wages for scheduled work hours and benefits of all school employees for the duration of the e-learning period. During the e-learning period, school employees must be allowed to work from home to the extent practicable, be assigned to work in an alternative location, or be retained on an on-call basis for any potential need.

Section 9. Notice of Assignment: The School District will make reasonable attempt to notify less than 12-month employees of their assignment in writing for the next school year, including duty year, duty day and hours of assignment before the commencement of the new school year. The Union will be notified of changes in job descriptions during the school year.

Section 10. One on One Instructional Paraprofessionals: In the event a student assigned to the employee is not in attendance, the employee shall be paid for his/her workday and assigned to other responsibilities commensurate with the individual's qualifications; or the employee has the option not to report for work and receive no pay. Projected absence of a student for more than two (2) weeks shall initiate transfer to another assignment or to layoff procedures.

#### ARTICLE XI HOLIDAYS

<u>Section 1. Paid Holidays</u>. Employees regularly employed at least 9 months per contract year shall be granted the following seven paid holidays, provided they have worked the last scheduled work day of that employment year:

New Year's Day

\*President's Day (if observed as a school vacation day)

Memorial Day Thanksgiving Day Labor Day Good Friday

Christmas Day

\* If Presidents Day needs to be a school day, the day that is missed effecting school on President's day, will become the paid holiday (please see school calendar for snow day information).

<u>Section 2. Additional Paid Holidays:</u> Employees employed 12 months per contract year will also receive July 4th as a holiday.

<u>Section 3. Weekends:</u> Holidays that fall on weekends will be observed on a day established by the School District.

<u>Section 4. School in Session:</u> The School District reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof. Any legal holiday or holiday which falls within an employee's vacation period shall not be counted as a vacation day.

<u>Section 5. Application</u>: In order to be eligible for holiday pay, an employee must have worked the last regular scheduled work day of that employment year before and after the holiday unless on an excused illness, leave, or on vacation under these provisions.

<u>Section 6. Eligibility:</u> The holiday benefits as provided in this Article shall not apply to employees employed less than 9 months per contract year.

# ARTICLE XII VACATIONS

#### Section 1. Eligibility:

<u>Subd. 1</u>. Full vacation benefits as provided in this Article shall apply only to regularly employed full-time twelve (12) month employees (2,080 hours per contract year).

<u>Subd. 2.</u> Employees working less than 2,080 hours per year, but at least six hours a day, for 10 months or more shall receive five (5) days of vacation per year.

<u>Subd. 3.</u> Employees may carry over unused vacation days from year to year to a maximum accumulation of 25 days.

#### Section 2. Vacation Schedule:

2 years or less of employment	1 week
3 to 6 years of employment	2 weeks
7 to 10 years of employment	3 weeks
11 or more years of employment	4 weeks

### ARTICLE XIII DISCIPLINE, DISCHARGE, PROBATIONARY PERIOD

Section 1. Probationary Period: An employee under the provisions of the Agreement shall serve a probationary period of one (1) calendar year of continuous service in the School District during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee and the employee shall not have recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance over any other provisions of the Agreement alleged to have been violated.

Section 2. Change of Classification: In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of ninety (90) working days in any such new classification. During this probationary period, if it is determined by the School District that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to the former classification. During this probationary period the employee has the right to return to their former classification.

<u>Section 3. Completion of Probationary Period</u>: An employee who has completed the probationary period may be suspended without pay or discharged only for cause. An employee who has completed the probationary period and is suspended without pay or discharge shall have access to the grievance procedure.

Section 4. Union Representation. An employee receiving a written reprimand, suspension, or discharge, shall be given the opportunity to have a union staff member or steward present. The employee shall be told in advance that the nature of the meeting is disciplinary and that the employee may have a union staff member or steward present, provided such representative is reasonably available. Any employee receiving a written reprimand, suspension or discharge may respond, in writing, to the action and have such response placed in the employee's personnel file.

### ARTICLE XIV VACANCIES AND TRANSFERS

#### Section 1. Vacancies:

Subd. 1. Job Postings: In the event a vacancy occurs within the bargaining unit the School District shall post notice of the vacancy indicating the nature of the vacancy, the qualifications necessary and the closing date for applications. New positions or vacancies will be posted in each building for a period of five (5) working days on a bulletin board provided in the workroom/office area. In case of emergency a lessor period of posting may be mutually agreed to between the School District and the Exclusive Representative.

<u>Subd. 2. Applications:</u> Employees within the School District who wish to apply must complete an on-line application prior to the close of normal business hours on or before the closing date. Employees are limited to transfer requests three (3) times per school year.

<u>Subd. 3. Candidates:</u> The School Board reserves the right to reject all candidates for a position and to repost the position under Sections 1 and 2. Any rejected candidates from within the School District may reapply.

<u>Subd. 4. Selection of Personnel:</u> In the event of a vacancy, all qualified employees currently employed in a Local 284 position within the School District shall have the right to submit applications and all who apply may be interviewed for the position before interviewing outside applicants.

#### Section 2. Transfers:

- <u>Subd. 1.</u> Employee requested transfers shall be based on seniority and qualifications. The School District shall have the right to determine qualifications and deny any requests that do not meet qualifications. An employee may not make more than three (3) requests to transfer in any given school year. The School District shall retain the right of involuntary transfers.
- <u>Subd. 2.</u> An employee who voluntarily transfers to a lower level shall retain the same Step he/she was on before the transfer. Employees who are involuntarily transferred to a lower pay level shall retain their current rate of pay for a period of one hundred eighty (180) working days. If an opening is posted in their previous classification and the employee does not apply for the position, their pay will automatically revert to the rate of pay commensurate to the job they are currently holding.
- <u>Subd. 3.</u> An employee who transfers to another classification will serve a sixty (60) working day probation period at current pay. At the successful completion, the employee will receive retro-pay for that time at the increased rate.

Section 3. Involuntary Transfer: When involuntary transfers or reassignments are necessary, final review and approval of such transfer will be made by the School District or its designee. The Exclusive Representative will be advised of any involuntary transfers that are made. Employee will receive band and grade payments based on transfer.

### ARTICLE XV LAYOFFS, RECALL, SENIORITY

<u>Section 1. Seniority:</u> The employer recognizes that the purpose of seniority is to provide a declared policy as to the order of layoff and recall of employees. For the purpose of this article, all employees shall have seniority commence with their first date of on-the-job employment involving continuous service in the School District. In the event more than one employee commenced work on the same date, the senior employee will be designated as the employee whose last name starts with the highest letter in the alphabet beginning with the letter A.

Section 2. Order of Layoff: If a job is eliminated, or an employee's hours are reduced, employees shall be laid off within their classification. Employees with the least seniority will be laid off first (last hired, first to be laid off). If an employee's position is eliminated, the employee, if qualified as determined by the employer, shall have the right to displace the least senior employee with matching hours within their own classification. If there are no less senior employees in the laid off employee's classification with matching hours, then the employee shall have the right to displace the least senior employee in that classification within one (1) hour or shall have the right to displace the least senior person in the next lower classification with matching hours, if qualified as determined by the employer. A displaced person shall then have the right to displace the least senior person in the next lower classification, providing the person displaced has less seniority than the displacing person. Under no circumstances shall a laid off

employee have the right to displace another employee with more seniority, or one in a higher classification.

<u>Section 3. Order of Recall:</u> Employees will be recalled in inverse order (last laid off, first recalled) of seniority in which laid off within their classification, provided such recalled employee has the necessary skills and qualifications to perform the duties as determined by the School District. Employees on layoff shall retain recall rights for a period of twelve (12) months from the date of layoff.

<u>Section 4. New Hires:</u> Under no circumstances can the School District hire a new employee in a position for which a laid off employee is qualified.

<u>Section 5. Termination of Seniority:</u> Seniority rights shall terminate upon resignation or termination of an employee.

Section 6. Seniority List: The School District shall publish a seniority list by classification and/or position and post it in the administrative office in each building, at least annually, in October, with a copy to the Exclusive Representative. Any employee challenging their seniority date may file a grievance within the time periods as provided within the grievance procedure of this Agreement. The seniority date as published by the School District shall be deemed final and conclusive unless the employee files and processes a timely grievance after publication of the seniority list.

Section 7. Application. The provisions of this article shall not be applicable to an adjustment in an employee's hours involving less than 1½ hours per day except if the adjustment results in loss of eligibility for benefits.

#### ARTICLE XVI GRIEVANCE PROCEDURE

<u>Section 1. Grievance Definition:</u> A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the School District as to the interpretation or application of terms and conditions contained in this Agreement.

<u>Section 2. Representative:</u> The employee, administrator, or School Board may be represented during any step of the procedure by a person or agent designated by such party to act on the party's behalf.

#### **Section 3. Definitions and Interpretation:**

<u>Subd. 1. Extension</u>: Time limits specified in this Agreement may be extended by mutual agreement.

- **Subd. 2. Days:** Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by state law.
- <u>Subd. 3. Computation of Time:</u> 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, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.
- <u>Subd. 4. Filing and Postmark:</u> The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.
- Section 4. Time Limitation and Waiver: A grievance shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date of the first 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 thereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School District's designee.
- <u>Section 5. Adjustments of Grievance:</u> The School District 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:
  - <u>Subd. 1. Level I:</u> If the grievance is not resolved through informal discussions, the Superintendent or designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.
  - Subd. 2. Level II: In the event the grievance is not resolved in Level I, 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 I. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the Board may be designated by the 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.
- <u>Section 6. School Board Review:</u> 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 the intention to review within ten (10) 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.

<u>Section 7. Denial of a Grievance:</u> 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 level.

<u>Section 8. Mediation:</u> Upon mutual agreement, the parties may petition the Bureau of Mediation Services for assistance in the resolution of any grievance prior to arbitration. If the parties so agree, the time lines for such review and appeal to arbitration shall be adjusted by mutual agreement between the parties.

<u>Section 9. Arbitration Procedures:</u> 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:

<u>Subd. 1. Request</u>: A request to submit a grievance to arbitration must be in writing 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 II of the grievance procedure.

<u>Subd. 2. Prior Procedure Required:</u> No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provision.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this 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 commissioner of the Bureau of Mediation Services to submit a panel of seven (7) arbitrators to the parties, pursuant to the PELRA, provided such request is made within twenty (20) days after request for arbitration. The request shall ask that the panel be submitted within ten (10) days after the receipt of said request. Within ten (10) days after receipt of the panel, the parties shall alternately strike names, and the remaining name shall be the arbitrator to hear the grievance. The order of striking shall be determined by lot. Failure to agree upon an arbitrator or the failure to request an arbitrator from the commissioner within the time periods provided herein shall constitute a waiver of the grievance.

<u>Subd. 4. Hearing:</u> The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

<u>Subd. 5. Decision</u>: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties subject, however, to the limitations of arbitration decisions as provided in the PELRA. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

<u>Subd. 6. Expenses</u>: Each party shall bear its 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 of the hearing shall be made 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.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, the arbitrator's order shall give due consideration to the statutory rights and obligations of the School District to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 10. Election of Remedies and Waiver: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon issuing a proceeding in another forum as outlined herein, the employee shall waive the right to initiate a grievance pursuant to this article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in the Agreement or to enforce the award of an arbitrator.

#### ARTICLE XVII PUBLIC OBLIGATION

The parties mutually recognize that their first obligation is to the public and that the right of students and the residents of the School District to the continuous and uninterrupted operation of the school is of paramount importance.

The Exclusive Representative agrees, therefore, that during the term of this Agreement, neither the Exclusive Representative nor any individual employee shall engage in any strike. For purposes of this section, the term, "strike," shall mean any concerted action in failing to report for duty, the willful absence from one's position, sympathy strike, the stoppage of work, slowdown, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of the employment for the purposes of inducing, influencing or coercing a change in the conditions of compensation or the rights, privileges, or obligations of employment. The parties agree that this Article shall not be subject to the grievance or arbitration procedure but is enforceable in the Courts.

# ARTICLE XVIII MEET AND CONFER

The Exclusive Representative shall select a representative to meet and confer with a representative or committee of the School District on matters not specified under section 179A.03, subd. 19 relating to the services being provided to the public. The School District shall provide the facilities and a time will be set that is mutually agreed to by both parties for the conferences to take place. The parties shall meet on an as needed basis.

# ARTICLE XIX PUBLICATION OF THE MASTER AGREEMENT

Copies of the Master Agreement shall be provided to every employee who is a member of the bargaining unit who is now employed, or hereafter employed by the School District. It is the School District's responsibility to distribute copies of the Agreement to the employees. The School District shall also furnish the Exclusive Representative with an additional three (3) copies of the Master Agreement.

#### ARTICLE XX DURATION

<u>Section 1. Term and Reopening Negotiations:</u> This Agreement shall remain in full force and effect for a period commencing on July 1, 2023 through June 30, 2025 and thereafter pursuant to the PELRA. If either party desires to modify or amend this Agreement at its expiration, it shall give written notice of such intent no later than May 1, 2025.

<u>Section 2. Effect:</u> This Agreement constitutes the full and complete Agreement between the School District and the Exclusive Representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, District policies, rules, regulations concerning terms and conditions of employment inconsistent with those provisions.

<u>Section 3. Finality:</u> Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement shall not be open for negotiation during the term of this Agreement unless by mutual consent.

<u>Section 4. Severability:</u> The provisions of this Agreement shall be severable, and 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.

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

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 284 450 SOUTHVIEW BLVD. SO. ST. PAUL, MINNESOTA INDEPENDENT SCHOOL DISTRICT NO. 2859, GLENCOE-SILVER LAKE MINNESOTA

Union Steward

Local 284 Representative

Dated:  $\left| -\frac{7}{2} \right\rangle = 2023$ 

School Board Chair

School Board Clerk

Dated: December 11, 2023

# **Classification Job Titles**

# Grade - A13

**Grade - B21** 

Instructional Paraprofessional Health Assistant Library Aide

# Grade - B22

Grade - B23 Principals' Secretaries Nonprincipals' Secretaries Interpreter Sign Language Interpreter (ASL) Speech Language Pathologist Assistant (SLPA)

# SCHEDULE A 2023-2024

	B-21	B-22	B-23
	Instructional, Health,		Principals'
	and Library		Secretaries
	Paraprofessionals, and		Nonprincipals'
			Secretaries
			Interpreter
			Sign Language*
			SLPA*
1	16.00		16.99
2	16.27		17.58
3	17.26		18.62
4	17.70		19.06
5.	18.43		19.79
6	18.95		21.24

<sup>\*</sup>ALS will be paid an additional \$2.00/hour. Must have ASL certification.

# Longevity

An employee will receive longevity based on their consecutive years of service within the union and the Glencoe-Silver Lake School District.

Years 11-15	Salary Schedule Base + additional \$0.40 per hour each year
Years 16-20	Salary Schedule Base + additional \$0.50 per hour each year
Years 21+	Salary Schedule Base + additional \$0.60 per hour each year

<sup>\*</sup>SLPA will be paid an additional \$2.00/hour. Must have met statutory requirements.

# SCHEDULE B 2024-2025

	B-21	B-22	B-23
	Instructional, Health, and Library Paraprofessionals, and		Principals' Secretaries Nonprincipals' Secretaries Interpreter Sign Language* SLPA*
1	16.70		17.73
2	16.98		18.35
3	18.01		19.43
4	18.47		19.89
5	19.23		20.65
6	19.78		22.17

<sup>\*</sup>ALS will be paid an additional \$2.00/hour. Must have ASL certification.

# **Longevity**

An employee will receive longevity based on their consecutive years of service within the union and the Glencoe-Silver Lake School District.

Years 11-15	Salary Schedule Base + additional \$0.40 per hour each year
Years 16-20	Salary Schedule Base + additional \$0.50 per hour each year
Years 21+	Salary Schedule Base + additional \$0.60 per hour each year

<sup>\*</sup>SLPA will be paid an additional \$2.00/hour. Must have met statutory requirements.

### Letter of Understanding Employees Not enrolled in Health Insurance Plan

It is hereby understood by and between Local 284 (the union) and Independent School District No. 2859, Glencoe-Silver Lake, Minnesota (the School District) as follows:

The School District shall continue to honor a \$60.00/month payment to said individuals; Lisa Overman and to honor previous contract language. This payment will cease effective with the resignation, retirement, termination or upon enrolling in the School District's health insurance plan. Once enrolled in the district's health plan and then drops the plan, the individual is no longer eligible for the stipend.

This Letter of Understanding will sunset effective June 30<sup>th</sup>, 2025 at which time the Letter of Understanding will need to be re-negotiated into the contact.

For the Union

Union Steward

Local 284 Representative

For the School District 12-11-2023

School Board Chair

School Board Clerk

## Letter of Understanding Employees Previously Receiving .25 Contract Language 2023-2025

It is hereby understood by and between Local 284 (the union) and Independent School District No. 2859, Glencoe-Silver Lake, Minnesota (the School District) as follows:

The following employees: Marian Riemenschneider and Kim Ruschmeier will continue to receive compensation for old contract language reflective of receiving .25 each year for reaching Step 10 but do not qualify for longevity. The employees listed will continue to receive what they were getting at June 30, 2019 and no additional .25 will be added to the Step 10 base beginning with the 2019-2020 school year. This payment will cease effective with the resignation, retirement or termination with the School District. At such time if the employee is hired back, the employee is no longer eligible to receive the additional .25.

Marian Riemenschneider – B21 Step 10 Base +.75 Kim Rushmeier – B23 Step 10 Base +.25

For the Union

Union Steward 1

Local 284 Representative

For the School District 12-11-2023

School Board Chair

School Board Clerk