

## **AGREEMENT**

Between

# CAMBRIDGE-ISANTI SCHOOLS, INDEPENDENT SCHOOL DISTRICT NO. 911

Cambridge, Minnesota

And

## SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL #284

Representing

ADMINISTRATIVE ASSISTANTS

of

CAMBRIDGE-ISANTI SCHOOLS, ISD NO. 911

625A Main Street North

Cambridge, MN 55008

763-689-6188

Effective July 1, 2025 through June 30, 2027

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#### 2025-2027 MASTER AGREEMENT

#### ARTICLE I

#### **PURPOSE**

THIS AGREEMENT, entered into between the School District of Independent School District No. 911, Cambridge, Minnesota, hereinafter referred to as the School District, and the Service Employees International Union Local #284, hereinafter referred to as Exclusive Representative, pursuant to and in compliance with the Public Employment Labor Relations Act, hereinafter referred to as PELRA, to provide the terms and conditions of employment for all employees employed as administrative assistant employees during the duration of this Agreement.

#### **ARTICLE II**

#### RECOGNITION OF EXCLUSIVE REPRESENTATIVE

**Section 1. Recognition.** In accordance with PELRA, the School District recognizes the Service Employees International Union Local No. 284, as the Exclusive Representative for employees employed as administrative assistant employees in Independent School District No. 911, which Exclusive Representative shall have those rights and duties as prescribed by 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 PELRA.

#### ARTICLE III

#### **DEFINITIONS**

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

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the term "administrative assistant employees" 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 35% of the regular work week, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year, and emergency employees.

<u>Section 3. Other Terms</u>: Terms not defined in this Agreement shall have those meanings as defined by PELRA.

#### ARTICLE IV

#### **SCHOOL DISTRICT RIGHTS**

Section 1. Inherent Managerial Rights. 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 organizational structure, and selection and direction and number of personnel.

<u>Section 2. Management Responsibilities</u>. The Exclusive Representative recognizes the right and obligation of the School District 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 and duties prescribed by the School District and shall be governed by the laws of the State of Minnesota, and by School District 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 District and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time as deemed necessary by the School District insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement, and recognizes that the School District, all employees covered by this Agreement, and all provisions of this Agreement are subject to State and Federal law. Any provisions 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.

<u>Section 4. Reservation of Managerial Rights</u>. The foregoing enumeration of School District 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 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 their 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.

Section 2. Right to Join. 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. Deductions shall be made each month and transmitted to the Union together with a list of names of the employees from whom the deductions were made.

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.

<u>Section 4. New Bargaining Unit Employee Information.</u> Within twenty (20) 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,

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 (20) calendar days of the separation of employment or transfer out of the bargaining unit of a bargaining unit employee.

Section 5. New Employee Union Orientation. 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.** 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.

#### **ARTICLE VI**

#### **HOURS OF SERVICE AND DUTY YEAR**

- **Section 1. Basic Work Week**. The regular work week shall be five days, Monday through Friday, exclusive of lunch.
- <u>Section 2. Basic Work Year</u>. The regular work year shall be prescribed by the School District.
- **Section 3. Part-Time Employees.** The School District reserves the right to employ such personnel, as it deems desirable or necessary on a part-time or casual basis.
- **Section 4. Shifts and Starting Time**. All employees will be assigned starting times and shifts as determined by the School District.
- **Section 5. Lunch Period.** Employees shall be provided an unpaid duty-free lunch period of at least 30 minutes.
- Section 6. School Closing. Other than E-Learning. In the event that school is closed for any reason, other than E-Learning days, and the School District does not require employees to perform services, the employees' compensation shall be reduced accordingly. However, if an employee reports to work prior to a closing announcement, the employee will be paid for time worked or two hours of compensation, whichever is greater. Employees may use accrued leave days on school closed days.
- **Section 7. Emergency Schedule**: In the event of an energy shortage, severe weather, or other exigency, the School District reserves the right to modify the length of the school day, as the School District shall determine, but with the understanding that the total number of hours per week shall not be increased or decreased.
- <u>Section 8. E-Learning Days-</u> In the event that the District declares an E-learning day, the school district will continue to pay the full wages and benefits for scheduled work hours during an E-learning period; During the E-Learning period the employees will 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.

#### **ARTICLE VII**

#### **COMPENSATION**

- <u>Section 1. 2025-2026 Rates of Pay</u>: Employees will be compensated for the 2025-2026 contract year retroactively pursuant to Schedule A. Employees not at the top of the schedule will advance one step over their 2024-2025 placement.
- Section 2. 2026-2027 Rates of Pay: Employees will be compensated for the 2026-2027 contract year retroactively pursuant to Schedule A. Employees not at the top of the schedule will advance one step over their 2025-2026 placement.
- **Section 3. Longevity.** Employees with eleven (11) completed years of service shall receive \$1.00 per hour above their hourly rate as recognition of their career service. Employees with fifteen

(15) completed years of service shall receive \$1.25 per hour above their hourly rate as recognition of their career service. Employees with twenty (20) completed years of service shall receive \$1.50 per hour above their hourly rate as recognition of their career service.

<u>Section 4. New Employees</u>. New employees shall be hired at such step on the salary schedule as agreed to between the employee and the School District and shall be eligible for step advancement on July 1 if employed prior to January 1. An employee hired after January 1 shall be eligible for any increase in starting salary on July 1, but shall not be eligible for step advancement until the following July 1.

<u>Section 5. Successor Agreement</u>. In the event a successor agreement is not entered into prior to July 1, 2027, an employee shall remain at the same step as compensated during the 2026-2027 contract year until a successor agreement is reached.

#### Section 6. Overtime.

**Subd. 1.** All authorized work over 40 hours per week shall be paid at the overtime rate of time and one-half.

<u>Subd. 2.</u> All work performed on recognized holidays will be paid at the overtime rate of double time.

<u>Subd. 3.</u> The School District reserves the right to assign overtime in the event no qualified volunteer is available.

<u>Section 7. Call Back Pay</u>. Any off-duty employee called in to work by the School District, not contiguous with the employee's regular shift, shall receive call-back pay for actual hours worked but not less than two (2) hours. Pay for such hours shall be at the overtime rate when applicable as provided in Section 6 hereof.

#### ARTICLE VIII

#### **GROUP INSURANCE**

**Section 1. Selection of Carrier**. The selection of the insurance carrier and policy shall be made by the School District, after reviewing the recommendations of the insurance committee composed of faculty and other employee representatives.

#### Section 2. Medical Insurance Plan.

**Subd. 1. Medical Insurance Plan – Single Coverage**. The School District shall contribute a sum of \$8,608 for 2025-2026 and \$9,125 for 2026-2027 toward the premium for individual coverage for each full-time employee employed by the School District who qualifies for and is enrolled in the School District's group health and hospitalization insurance plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

In addition to the District contribution listed above, as a part of the medical benefit plan, the School District will contribute an amount recommended by the Insurance Committee and approved by the Board to a Health Reimbursement Account (HRA) for each insured employee each insurance plan year.

<u>Subd. 2. Medical Insurance Plan – Employee Plus One Coverage</u>. The School District shall contribute a sum of not to exceed \$17,963 for 2025-2026 and \$19,041 for 2026-2027 toward the premium for employee plus one coverage for each full-time employee employed by the School District who qualifies for and is enrolled in the School District's group health and hospitalization insurance plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

In addition to the District contribution listed above, as a part of the medical benefit plan, the School District will contribute an amount recommended by the Insurance Committee and approved by the Board to a Health Reimbursement Account (HRA) for each insured employee each insurance plan year.

<u>Subd. 3. Medical Insurance Plan – Family Coverage</u>. The School District shall contribute a sum of not to exceed \$ 24,677 for 2025-2026 and \$26,158 for 2026-2027 toward the premium for family coverage for each full-time employee employed by the School District who qualifies for and is enrolled in the School District's group health and hospitalization insurance plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

In addition to the District contribution listed above, as a part of the medical benefit plan, the School District will contribute an amount recommended by the Insurance Committee and approved by the Board to a Health Reimbursement Account (HRA) for each insured employee each insurance plan year.

#### Section 3. Dental Insurance.

<u>Subd. 1. Dental Insurance – Single Coverage</u>. The School District shall contribute an amount up to, but not to exceed \$354 for 2025-2026 and \$372 for 2026-2027 toward the premium cost for single coverage for each full-time employee employed by the School District who qualifies for and is enrolled in the School District group dental plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

<u>Subd. 2. Dental Insurance – Family Coverage</u>. The School District shall contribute an amount up to, but not to exceed \$799 for 2025-2026 and \$839 for 2026-2027 toward the premium cost for family coverage for each full-time employee employed by the School District who qualifies for and is enrolled in the School District group dental plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

**Section 4. Long-Term Disability**. The School District shall provide a group long-term disability insurance program and will pay the cost of the premium for each eligible employee.

<u>Section 5. Life Insurance</u>. The School District shall provide each eligible employee with an insurance policy representing two times the employee's annual base salary.

<u>Section 6. Claims Against the School District.</u> 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 7. Duration of Insurance Contribution</u>. An employee is eligible for School District contributions as provided in this Article as long as the employee is employed by the School District. Upon termination of employment, all School District participation and contributions shall cease effective on the last working day.

#### Section 8. Eligibility.

- **Subd. 1**. To be eligible for the full benefits of this Article, an employee must be regularly employed at least 40 hours per week and at least nine (9) months per contract year.
- **Subd. 2.** However, an employee who works at least thirty (30) hours per week but less than forty (40) hours per week, and at least a nine-month contract year shall receive a monthly benefit prorated as their regular duty year hours are to that of an employee employed nine months and 40 hours per week (1,440 hours per year).
- **Subd. 3.** An employee who is regularly employed less than thirty (30) hours per week or less than nine months per contract year shall not be eligible for the benefits of this Article.
- **Subd. 4.** Moreover, modifications of the eligibility requirements as provided in this section shall not operate to deprive any employee employed as of the date of execution of this agreement from benefits that such employee is currently receiving.

#### **ARTICLE IX**

#### **HOLIDAYS AND VACATIONS**

#### Section 1. Paid Holidays.

<u>Subd. 1. Paid Holidays</u>. Eligible employees shall be granted the following paid holidays which occur during their duty year:

Independence Day
Labor Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve Day
New Year's Day
Presidential Holiday
Easter Holiday
Memorial Day
Iuneteenth

- <u>Subd. 2. Weekends</u>. Any holiday that falls during a weekend will be observed on a day established by the School District.
- <u>Subd. 3. 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 any holiday which falls within an employee's vacation period shall not be counted as a vacation day.

**Subd. 4. Application.** In order to be eligible for holiday pay, an employee must have worked a regular work day the day before and the day after the holiday unless on an excused illness, leave, or on approved vacation under these provisions.

<u>Subd. 5. Eligibility</u>. Holiday benefits as defined in this section shall apply only to those employees who work at least 14 hours per week on a regular basis and shall not apply to substitute or temporary employees. Part-time employees who are employed an average of at least 14 hours per week and at least the regular school year shall be eligible for partial benefits proportional to the extent of their employment. Part-time employees employed less than an average of 14 hours per week or less than the regular school year shall not be eligible for any benefits pursuant to this section.

#### Section 2. Vacations.

<u>Subd. 1. Eligibility for Employees Employed after June 30. 2008.</u> For those employees hired after June 30, 2008, to be eligible for the benefits of this section, an employee must be regularly employed on a 40-hour week and a 12-month duty year. However, part-time employees employed at least 199 days per contract year, and at least 20 hours per week, shall be eligible for the benefits of this section on a prorata basis.

<u>Subd. 2.</u> Notwithstanding the provisions of Subd. 1 hereof, those employees employed prior to July 1, 2008, who are presently receiving prorata vacation benefits will continue to receive such benefits during the term of this agreement.

**Subd. 3**. Vacation time shall be earned as follows:

Employees are eligible for paid vacations from the date of hire with the school district.

Date of Hire-5 (5/6 of a day per month)

Year 6-12 (1 ¼ days per month)

15 days per annum

13+ years (1 2/3 days per month)

20 days per annum

The restructuring of vacation accrual shall not cause any employee to experience a reduction in vacation allowance that the employee is presently receiving.

**Subd. 4.** Vacations will be addressed on a fiscal year basis for purposes of accounting.

<u>Subd. 5.</u> Vacations may be taken at any time during the contract year, subject to the needs of the School District, provided they are scheduled one week in advance and approved by the Superintendent or designee. Employees may advance up to five (5) days with the understanding that if the employee resigns, expires, or is terminated the advance shall be deducted from the employee's final paycheck.

**Subd. 6.** All vacation time earned during the previous contract year must be used by December 31 of the following contract year unless a written extension has been granted by the Superintendent or designee. This extension must be on file two weeks prior to December 31.

#### **ARTICLE X**

#### LEAVES OF ABSENCE

#### Section 1. Sick Leave.

<u>Subd. 1.</u> Eligible employees shall earn sick leave at the rate of one (1) day for each calendar month of service in the employment of the School District. Eligible part-time employees shall earn sick leave on a pro-rata basis.

<u>Subd. 2</u>. Unused sick leave days may accumulate to a maximum credit of one hundred twenty (120) days of sick leave per employee. Employees eligible for long-term disability will not receive sick leave pay beyond 90 days.

<u>Subd. 3</u>. Sick leave with pay shall be allowed by the School District whenever an employee's absence is found to have been due to illness which prevented their attendance and performance of duties on that day or days.

**Subd. 4**. The School District may require an employee to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School District.

**Subd. 5**. In the event that a medical certificate will be required, the employee will be so advised.

<u>Subd. 6</u>. Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

**Subd. 7**. Sick leave may be used for the illness of an employee's child subject to the provisions of Minn. Stat. § 181.9413.

Subd. 8. For necessary absence because of illness or disability in the immediate or close family, the employee may, upon approval of the responsible administrator, use up to seven (7) of the days from accumulated sick leave allowance in any one school year at no salary deduction. Sick leave may be used for the illness of an employee's: child, step child, spouse, sibling, sibling's children, parent, mother-in-law, father-in-law, grandchild, grandparent, stepparent, niece, nephew, or a person who has resided in the same household as the employee for at least six (6) months, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness, or injury. The School District may require an employee to furnish a medical certificate as evidence of an immediate or close family member illness or disability, indicating such absence was due to illness or disability, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the employee will be so advised. Sick leave may also be used as safety leave for the employee to receive assistance or to provide assistance in the event of stalking, domestic violence or sexual assault."

**Subd. 9**. Sick leave shall be approved only upon submission of a request, signed by the employee, upon the authorized form available at School District offices.

#### Section 2. Personal Leave

- **Subd. 1.** Eligible employees will accrue two personal leave days each contract year, accumulative to a maximum of three days.
- **Subd. 2.** The usage of personal leave days requires advance written application, subject to the needs of the School District, and approval by the Superintendent or designee.
- **Subd. 3.** Applications must be submitted not less than three (3) work days in advance, except in cases of emergency.

#### Section 3. Bereavement:

- <u>Subd. 1</u>. Up to five (5) days leave shall be allowed for death or funeral for the employee's or employee's spouse's father, mother, sister, brother, husband, wife, son or daughter, stepchild, and grandchild. The specific amount of leave allowed is subject to the discretion of the Superintendent, depending on the circumstances.
- <u>Subd. 2</u>. Up to three (3) days leave shall be allowed for death of the employee's or employee's spouse's sibling-in-law, or grandparent
- <u>Subd. 3</u>. One (1) day leave will be allowed for the death of the employee's aunt, uncle, niece, nephew, or the niece, nephew, aunt or uncle of the employee's spouse.
- <u>Subd. 4</u>. In the sole discretion of the Superintendent, an employee may be granted additional days of bereavement leave in the case of extreme circumstances and such days, if any, shall be deducted from sick leave.

#### **Section 4. Child Care Leave:**

- <u>Subd. 1.</u> A child care leave may be granted by the School District, subject to the provisions of this Section. Child care leave may be granted because of the need to prepare and provide parental care for a child or children of the employee for an extended period of time.
- <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. In the event of an emergency, the School District has the right to waive or adjust the prior notification requirement.
- <u>Subd. 3</u>. If the reason for the child care leave is occasioned by pregnancy; an employee may elect to utilize sick leave pursuant to the sick leave provisions of this Agreement. Unpaid child care leave may be granted after physical disability period, provided the person works to the time of the disability and commences the child care leave (unpaid) thereafter. A pregnant employee will also provide at the time of the leave application a statement from her physician indicating the expected date of delivery.
- **Subd. 4**. In making a determination concerning the commencement and duration of a child care leave, the School District shall not, in any event, be required to:
  - a) Grant any leave more than twelve (12) months in duration.
  - b) Permit the employee to return to his or her 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 he or she is qualified unless previously discharged or placed on unrequested leave. The School District will retain the authority for placement; however, an effort will be made to place the returning employee in a position comparable to the assignment prior to the child care leave.

<u>Subd. 6</u>. Failure of the employee to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the employee mutually agree to an extension in the leave.

<u>Subd. 7</u>. Leave under this section shall be without pay. Fringe benefits may be continued at the option and expense of the employee.

**Subd. 8**. A leave of absence without pay for the purpose of adopting a child will be granted by the School District for a period commencing as of the date of placement and continuing for a period of up to twelve (12) months. Written application for such leave must be submitted at least thirty (30) days prior to the date of commencement of the leave. Other provisions are the same as for child care leave, except that in no event shall two members of the same family employed in the system be granted such leave at the same time.

#### **Section 5. Workers' Compensation:**

<u>Subd. 1.</u> Upon the request of an employee who is absent from work as a result of a compensable injury under the provisions of the Workers' Compensation Act, the School District will pay the difference between the compensation received pursuant to the Workers' Compensation Act, by the employee and the employee's regular rate of pay, to the extent of the employee's earned accrual of sick leave and/or vacation pay.

<u>Subd. 2</u>. A deduction shall be made from the employee's accumulated vacation or sick pay leave accrual time according to the pro rata portions of days of sick leave or vacation time which is used to supplement workers' compensation.

**Subd. 3**. Such payment shall be paid by the School District to the employee only during the period of disability.

**Subd. 4**. In no event shall the additional compensation paid to the employee by virtue of sick leave or vacation pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

<u>Subd. 5</u>. An employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act who elects to receive sick leave or vacation pay pursuant to this policy shall show his Workers' Compensation check prior to receiving payment from the School District for their absence.

<u>Subd. 6</u>. Work time loss of three (3) days or less for Workers' Compensation purposes shall not be deducted from the employee's sick leave.

<u>Section 6. Jury Duty Pay</u>. All employees required to serve on jury duty shall be paid by the School District the difference between their regular pay and jury duty pay. In implementing this section, the School District shall continue to pay the employee the regular rate of pay and the

employee shall be obligated upon receipt of the jury duty pay from the governmental agency to immediately remit the check endorsed payable to the School District.

**Section 7. Application**. The parties agree that the applicable periods of probation for employees are intended to be periods of actual service enabling the School District to have the opportunity to evaluate an employee's performance. The parties agree that periods of time for which the employee is on unpaid leave shall not be counted in determining the completion of the probationary period.

Section 8. Retention of Earned Benefits. An employee who returns to work from an unpaid leave within the provisions of this Article shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The employee shall not accrue additional experience credit for pay purposes or leave time during the period of absence for unpaid leave.

**Section 9. Insurance Participation**. An employee on unpaid leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such program as the employee wishes to retain, commencing with the beginning of the unpaid leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the School District pursuant to this section.

<u>Section 10. Eligibility</u>. To be eligible for the provisions of this article an employee must be regularly employed at least 14 hours per week. Substitute or temporary employees shall not be eligible for the provisions of this article.

#### **ARTICLE XI**

#### DISCIPLINE, DISCHARGE AND PROBATIONARY PERIOD

Section 1. Probationary Period. An employee under the provisions of this Agreement shall serve a probationary period of six (6) months 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 during this probationary period, the employee shall have no 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 on any other provisions of the contract alleged to have been violated.

**Section 2. Completion of Probationary Period**. An employee who has completed the probationary period may be suspended without pay or discharged only for just cause.

#### **ARTICLE XII**

#### **SENIORITY AND LAYOFF**

Section 1. Purpose. The purpose of seniority is to provide a declared policy as to the order of layoff and recall of employees. Employees with the least continuous service shall be laid off first when consistent with the section of this Article. If any opening subsequently occurs, the laid off employee with the most continuous service shall be the first recalled if qualified for the position. If a former employee elects not to work when recalled, they shall then lose their seniority rights. An employee who is properly discharged or resigns shall forfeit their seniority, and in the event of

reemployment, their seniority rights shall begin as of the date of their reemployment. Maternity leave shall not detract from or add to seniority. A current seniority list shall be posted each year. Such posting shall include the employee's present class and salary step.

#### Section 2. Order of Lavoff.

**Subd. 1.** If a Principal, Director administrative assistant is to be laid off or reduced 25% or more of their duty day, or enough to cause a loss of insurance benefits and has seniority, that administrative assistant may displace the least senior Building, Special Education, Department or Health Administrative Assistant having the nearest equivalent daily hours, or the least senior Receptionist, Food Service, General Office, Copy Center position having the nearest equivalent daily hours (provided the administrative assistant is qualified for that position).

**Subd. 2.** If a Building, Special Education or Department administrative assistant is to be laid off or reduced 25% or more of their duty day, or enough to cause a loss of insurance benefits and has seniority, that administrative assistant may displace the Building, Special Education, Department or Health administrative assistant with the least seniority having the nearest equivalent daily hours, the Receptionist, Food Service, General Office, Copy Center position administrative assistant with the least seniority having the nearest equivalent daily hours (provided the administrative assistant is qualified for that position).

**Subd. 3.** If a Health administrative assistant is to be laid off or reduced 25% or more of their duty day, or enough to cause a loss of insurance benefits and has seniority, that Health administrative assistant may displace the Health administrative assistant with the least seniority having the nearest equivalent daily hours, the Receptionist, Food Service, General Office, Copy Center position with the least seniority having the nearest equivalent daily hours (provided the administrative assistant is qualified for that position).

**Subd. 4.** If a Receptionist, Food Service, General Office, Copy Center administrative assistant is to be laid off or reduced 25% or more of their duty day, or enough to cause a loss of insurance benefits and has seniority, the administrative assistant may displace the Receptionist, Food Service, General Office, Copy Center administrative assistant with the least seniority having the nearest equivalent daily hours (provided the administrative assistant is qualified for that position).

**Subd. 5.** In no case shall an administrative assistant displace another employee with greater seniority.

Section 3. Recall. Recall shall be consistent with the procedure established in Section 1 of this Article. An employee who is on layoff status shall have the duty to inform the district in writing of where the School District may reach her or him. When the School District recalls an employee, it will send a certified letter to the address of record for the employee and shall state a reasonable period of time in the letter within which the employee must respond to the recall notice. If the employee does not timely respond to the notice or if the employee does not adequately inform the School District of where s/he can be reached, the employee shall lose recall rights. All recall and seniority rights terminate two years from lay off date.

#### **ARTICLE XIII**

#### **VACANCIES AND POSTING**

Section 1. Postings of Vacancies or New Positions: All vacancies and new positions within the bargaining unit, which are anticipated to be at least 45 days in duration, will be posted. Employees within the Administrative Assistant bargaining unit will be given the highest priority with seniority being a consideration, and will be granted an interview, however, the building or department administrator has the right of final decision in the selection of applicants to fill posted employment positions.

<u>Section 2. Applications for Vacancies</u>. All applications will be considered by the School District and final decision for employment, advancement, transfer or promotion will be made by the School District after considering the qualifications of all applicants. Qualifications of applicants will include background, training, seniority, experience, education, aptitude for the position and testing results.

**Section 3. Notice of Appointment.** Notice of the candidate selected to fill the vacancy shall be posted at each posting location in each building within five (5) days of the selection.

**Section 4. Definition.** For purposes of this Article, the term "vacancy" shall mean a position where no employee is holding a claim to the position, i.e. leave of absence.

**Section 5. Temporary Assignment**. The School District may fill a vacancy or new position, temporarily, pending completion of the assignment process. Employees filling in at a higher classification for a period of five (5) days or more shall receive the pay and benefit accrual of the higher paid classification retroactive back to the first day of assignment.

Section 6. Pay on permanently moving to a position with different wage steps. When an employee moves permanently to a position within this bargaining unit with different wage step they will move the first step in the new position that provides for wage increase, or if no such step exists to the step that provides the least wage decrease.

#### **ARTICLE XIV**

#### **SEVERANCE PAY/403B**

#### Section 1. Severance Pav.

**Subd. 1.** Full-time employees who have completed at least ten (10) years of continuous service with the School District who are at least 55 years of age shall be eligible for severance pay pursuant to the provisions of this section, upon submission of a written resignation accepted by the School District.

<u>Subd. 2</u>. This section shall apply only to employees whose service has been full time, as defined by this Agreement.

<u>Subd. 3</u>. An employee shall be eligible to receive as severance pay upon their retirement the amount obtained by multiplying 35% of their unused number of sick leave days, but in any event not to exceed 120 days, times their daily rate of pay.

**Subd. 4.** In applying these provisions, an employee's daily rate of pay shall be the basic daily rate at the time of retirement, as provided in the basic salary schedule and shall not include any additional compensation.

<u>Subd. 5</u>. Severance pay shall be paid by the School District in equal installments over a time period not to exceed five (5) years from the effective day of the retirement and shall not be granted to any employee who is discharged by the School District.

<u>Subd. 6</u>. Employees hired after July 1, 2002, will not be eligible for severance pay as described in this section.

#### Section 2, 403b Matching Contribution Plan

**Subd. 1.** Employees who are regularly employed at least thirty (30) or more hours per week and at least five (5) years with the School District shall be eligible to participate in a 403b matching contribution plan pursuant to Minnesota Statutes §356.24.

<u>Subd. 2</u>. The School District will match eligible annual employees contributions based on the completion of the following years of full-time employment in the School District.

0 years of experience to four (4) years of experience	\$100
Five (5) to Nine (9) years experience	\$475
Ten (10) - Fourteen (14) years experience	\$575
Fifteen (15) – Nineteen (19) years experience	\$675
Twenty (20) plus years experience	\$925

The School District shall contribute annually an amount equal to the amount contributed by the employee. This amount shall not exceed the maximum amount outlined in the subdivision.

**Subd. 3.** The maximum career matching contribution by the School District shall be \$30,000.

<u>Subd. 4</u>. A salary reduction authorization agreement must be completed by the eligible employee by October 1 of the school year for the employee to participate in the 403b Matching Contribution Plan for that school year.

<u>Subd. 5</u>. Employees on unpaid leaves may not participate in the matching program while on leave.

<u>Subd. 6</u>. School District employees hired before July 1, 2002, will continue to be covered under the severance language of Section 1 of this Article. The School District shall, however, subtract any amount paid to the 403b Matching Contribution Plan from the amount an employee would be guaranteed in severance under this Article. The balance of the severance, if such an amount exists, shall be paid by the School District in accordance to this Article.

#### **ARTICLE XV**

#### **MISCELLANEOUS**

<u>Section 1. Medical Examination</u>. An employee whose condition of physical or mental health is thought to be adverse to the welfare of pupils or other employees may be required to undergo a health examination by a licensed physician at the expense of the School District.

<u>Section 2. Workshops and Conventions</u>. The School District will provide reasonable expenses for workshops and conventions that are required or permitted by the School District.

<u>Section 3. Required Training.</u> The School District will pay the cost of any training course required by the School District.

#### **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 of employment insofar as such matters are 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 any person or agent designated by such party to act in their behalf.

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

**Subd. 1. Extension**: Time limits specified in this Agreement may be extended by mutual agreement.

<u>Subd. 2. Days</u>: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays 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.

**Subd. 4. Filing and Postmark**. The filing or service of any notice or document herein shall be timely if it bears email time or a postmark of the United States mail within the time period.

Section 4. Time Limitations and Waiver. Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and specific provision(s) of the Agreement allegedly violated and the particular relief sought, within thirty (30) days after 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 any grievance from one level to another within the time periods hereafter 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.

**Section 5. Adjustment of Grievance**. The School District and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee with the School District in the following manner:

<u>Subd. 1. Level I</u>. If the grievance is not resolved through informal discussion, the School District 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 Superintendent, provided such an appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or their designee shall meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or their designee shall issue a decision, in writing, to the parties involved.

Subd. 3. 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 an appeal is made in writing within ten (10) days after receipt of the decision of Level II. If a grievance is properly appealed to the School Board, the School Board shall 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 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.

Section 6. School Board Review. The School Board reserves the right to review any decision issued under Level I or Level II of this procedure, provided the School Board or its representative(s) notify the parties of its intentions 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 affirm, reverse, or modify such decision. Time limits for hearing and decision shall be the same as provided in Section 5, Subd. 3., of this Article, and appeal can be taken directly to arbitration within the same time limits as provided in Section 8, Subd. 1., of this Article.

<u>Section 7. Denial of Grievance</u>: Failure of the School District or its representative(s) 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. 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 III of the grievance procedure.
- <u>Subd. 2. Prior Procedure Required</u>. No grievance shall be considered by the arbitrator who has not been first duly processed in accordance with the grievance procedure and appeal provisions.
- <u>Subd. 3. Selection of Arbitrator</u>. Upon the proper submission of a grievance under the terms of this procedure, the parties may, 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 arbitrators to the parties, pursuant to 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 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 will 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.

**Subd. 4. Hearing.** The grievance shall be heard by a single arbitrator, and both parties may be represented by such person or persons as they may choose to designate, and the parties shall have a right to a hearing, at which time both parties will have the opportunity to submit evidence, offer testimony and make oral and 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 him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by PELRA.

**Subd. 6. Expenses**. Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case for 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.

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 terms or 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 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, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

<u>Section 9. Election of Remedies and Waiver</u>. 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 instituting 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**

#### DURATION

Section 1. Term and Reopening Negotiations. This Agreement shall remain in full force and effect for a period commencing on July 1, 2025, through June 30, 2027, and thereafter pursuant to PELRA. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than ninety (90) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

<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 Agreement, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these 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.

<u>Section 4. Severability</u>. The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any such circumstances is held to be invalid or void, it shall not affect any other provision of this Agreement or the application of any provision thereof.

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

FOR: Service Employees International Union Local #284/Administrative Assistant 450 Southview Boulevard South St. Paul, Minnesota, 55075 (Send Notices to this address)	FOR: Independent School District No. 911 625A Main Street North Cambridge, MN 55008 (Send Notices to this address)	
Deanne Bragins Union Steward	School Board Chair and Chief	Negotiator
Dated:	Dated:	, 2025
Dated: 12-5, 2025		
Union Bargaining Team		
Dated: 12-10, 2025		
Union Representative	School Board Clerk	
Dated:	Dated:	, 2025

### **SALARY SCHEDULE A**

## 2025-2026

Step	Receptionist, Food Service, General Office, Copy Center	Health	Building, Special Education, Department	Principal, Director
1	22.19	22.56	23.12	24.49
2	23.71	24.07	24.77	26.26
3	25.19	25.54	26.41	28.01

## **SALARY SCHEDULE B**

## 2026-2027

Step	Receptionist, Food Service, General Office, Copy Center	Health	Building, Special Education, Department	Principal, Director
1	22.86	23.24	23.81	25.22
2	24.42	24.79	25.51	27.05
3	25.95	26.31	27.20	28.85