



DEFINING EXCELLENCE

AGREEMENT

INDEPENDENT SCHOOL DISTRICT NO. 273

EDINA PUBLIC SCHOOLS

AND THE

**EDINA PROFESSIONAL ASSOCIATION OF SUPPORT STAFF
(EPASS)**

JULY 1, 2022 2024 THROUGH JUNE 30, 2024 2026

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TOC HAS NOT BEEN MODIFIED TO ALIGN WITH PROPOSED 2024-2026 AGREEMENT

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1. PURPOSE

This Agreement is made and entered into by and between Independent School District No. 273, Edina Public Schools ("Employer") and the Edina Professional Association of Support Staff, EPASS ("Association")

This Agreement is intended to promote constructive and harmonious relationships between the Employer and its employees; to establish equitable and peaceful procedures for the resolution of differences over terms and conditions of employment; and to establish an environment in which the children of this community may receive education of the highest quality. Accordingly, the parties have set forth herein all terms and conditions of employment that have been agreed upon by the Employer and the Association, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended ("PELRA").

2. DEFINITIONS

2.1 Definitions

The following definitions are applicable to terms used in this Agreement:

2.1.1 Twelve-month Employees are defined as employees that are assigned by the Employer to work ~~twelve~~¹²-months each year, inclusive of paid holidays and vacation. Although the number of duty days may vary slightly from one calendar year to the next, a typical work year for a twelve-month employee is ~~two-hundred sixty (260)~~ paid days. During years in which there are more than ~~two-hundred sixty (260)~~ duty days, the additional day(s) wages will be paid accordingly based on the employee's hourly rate. ~~A 12-month employee may accrue additional vacation days in accordance with Section 10.1.1.~~

2.1.2 Ten-Month Employees are defined as all employees that are assigned by the Employer to work for ~~ten~~¹⁰-months of each year. A typical work year for a ten-month employee includes ~~two-hundred ten (201)~~ ²¹⁰ duty days, ~~inclusive of nine (9) paid holidays. Ten-month employees also receive extra compensation as provided in Subsection 5.2. Ten-month employees will be paid for 217 days, including 201 duty days, 9 holidays, and 7 days of vacation.~~ Ten-month employees will meet with their supervisor to complete a duty day calendar at the beginning of each school year. It is expected that ten-month employees will work on all student contact days with limited exception. ~~A ten-month employee may accrue additional days of vacation pay in accordance with Section 10.1.2.~~

2.1.3 Nine-Month Employees are defined as all employees that are assigned by the Employer to work for ~~nine~~⁹-months of each

year. A typical work year for a nine-month employee includes one-hundred ninety (181 190) duty days, inclusive of nine (9) paid holidays. Nine-month employees also receive extra compensation as provided in Section 5.2. Nine-month employees will be paid for 195 days, including 181 duty days, 9 holidays, and 5 days of vacation. Nine-month employees will meet with their supervisor to complete a duty day calendar at the beginning of each school year. It is expected that nine-month employees will work on all student contact days with limited exception. A nine-month employee may accrue additional days of vacation pay in accordance with Section 10.1.3.

2.1.4 Length of Service Experience Credit for each employee will be determined as of July 1 each year. An employee hired prior to January 1 will be given credit for one (1) year of experience. is experience credit for purposes of salary increases, longevity pay, tax deferred matching contribution plan and vacation benefits. Length of service is determined as of July 1 each year. An employee hired prior to January 1 is given credit for one year of experience on the following July 1st. No step increase or any other experience credit will be given for less than one year of credit.

2.1.5 Other Terms Other terms not specifically defined have the definitions given them under PELRA.

3. MANAGEMENT RIGHTS

3.1 Authority of the Employer

State law has vested in the Employer the full authority to manage, control and direct the operation of the school district, and to adopt, modify or repeal policies, rules, and regulations for the district. All such authority of the Employer continues unimpaired, except as limited by a specific provision of this Agreement.

3.2 Provisions Contrary to Law

Any portion of this Agreement that violates any provision of the state or federal law is null and void and without force and effect. The provisions of this Agreement are severable.

4. ASSOCIATION RIGHTS

4.1 Recognition

The Employer recognizes the Association as the exclusive

representative of all employees in the following appropriate unit as certified by the Minnesota Bureau of Mediation Services in Case No. 94-PTR-1005:

All office clerical employees who are employed in salary classifications a through g of Independent School District No. 273, Edina, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, including those on leave of absence who are guaranteed a position upon their return, excluding supervisory, confidential, and all other employees.

The Association has those rights and duties as prescribed by PELRA and as described in the provisions of this Agreement.

4.2 Dues Check-Off

The Employer agrees to withhold dues for membership in the Association through payroll deduction for those employees authorizing the dues withholding. The Employer will forward these dues to the Association.

The Association will indemnify, defend, and hold the Employer harmless against any claims made against and any suits instituted against the Employer, its officers, or employees, by reason of the Association dues deductions.

4.3 School Buildings and Facilities

The Association has the right in accordance with established regulations to reasonable use of school buildings and facilities provided the use does not interfere with normal school activities or functions. The Association's Executive Board and its designees serving on district-wide committees has the right to use district mailboxes and email for the purpose of communicating meeting dates; distributing minutes of meetings; and sharing information such as internal position vacancies, benefit information, and educational opportunities. The Employer reserves the right to assess charges for additional custodial expense or for other additional operational expense beyond normal maintenance costs resulting from this use.

4.4 Board Agenda

The board agenda is made available on the district website prior to the board meeting. If the School Board does not approve the personnel recommendations as contained in the board agenda, the Employer will inform the Association President in writing of any changes from the board agenda within twenty-four (24) hours after the board meeting.

4.4.1 Seniority List The current seniority list will be made

available to the Association within **fifteen (15)** working days of ~~the School Board approval of~~ any changes.

4.5 Information

The Association will have access upon reasonable notice, to any available financial information not deemed confidential, necessary for the Association to exercise its responsibilities as exclusive representative.

4.6 Released Time for Association Activities

The Association will be allowed up to a total of ten **(10)** days annually to be used by officers or agents of the Association. The Association agrees to notify the Superintendent or designee, no less than five **(5)** business days in advance of the date for intended use of this leave. The cost of Association representative wages is equally borne by the Employer and the Association. The Association agrees to reimburse the Employer within **thirty (30)** calendar days of the absence.

5. COMPENSATION

5.1 Hourly Wage Schedule

The following hourly wage schedule applies to an employee covered by this Agreement:

Effective ~~January~~ **July** 1, ~~2023~~ **2024** through June 30, ~~2023~~ **2025**:

Step	A	B	D	E	G
1	\$ 24.17	\$ 23.20	\$ 22.29	\$ 21.24	\$ 20.64
2	\$ 24.61	\$ 23.61	\$ 22.52	\$ 21.55	\$ 20.88
3	\$ 25.27	\$ 24.53	\$ 23.07	\$ 22.03	\$ 21.33
4	\$ 26.62	\$ 25.62	\$ 23.93	\$ 22.59	\$ 22.13
5	\$ 28.52	\$ 27.38	\$ 24.47	\$ 23.51	\$ 22.84
L-10	\$ 29.39	\$ 28.28	\$ 25.26	\$ 24.34	\$ 23.72
L-20	\$ 31.59	\$ 30.06	\$ 27.77	\$ 26.79	\$ 26.11

Step	Class A	Class B	Class D	Class E
1	\$25.14	\$24.13	\$23.19	\$22.09
2	\$25.60	\$24.55	\$23.42	\$22.42
3	\$26.28	\$25.51	\$23.99	\$22.91
4	\$27.69	\$26.65	\$24.89	\$23.49

5	\$29.66	\$28.48	\$25.44	\$24.45
L10	\$30.56	\$29.41	\$26.27	\$25.31
L20	\$32.85	\$31.27	\$28.88	\$27.86

All eligible employees will advance one (1) step on the above wage schedule as of ~~January~~ July 1, ~~2023~~ 2024.

Effective July 1, ~~2023~~ 2025 through June 30, ~~2024~~ 2026:

Step	Class A	Class B	Class D	Class E
1	\$26.14	\$25.09	\$24.11	\$22.97
2	\$26.62	\$25.53	\$24.36	\$23.31
3	\$27.33	\$26.53	\$24.95	\$23.82
4	\$28.80	\$27.71	\$25.88	\$24.43
5	\$30.84	\$29.62	\$26.46	\$25.43
L10	\$31.78	\$30.59	\$27.32	\$26.33
L20	\$34.16	\$32.52	\$30.04	\$28.97

All eligible employees will advance one (1) step on the above wage schedule as of July 1, ~~2023~~ 2025.

5.2 Extra Compensation for Nine and Ten-Month Employees

Nine and ten-month employees will receive extra compensation annually based on their years of service in the EPASS unit. A nine or ten-month employee's extra compensation is calculated by multiplying their hourly rate by their regularly scheduled daily hours, multiplied by the service multiplier listed on the chart below. The extra compensation is provided in installments spread evenly over an employee's annual pay periods. If an employee terminates employment prior to the end of their contract year, they will receive a prorated amount of the extra compensation up to their last date of employment.

Years of Service in EPASS Unit	Nine-Month Employee Service Multiplier	Ten-Month Employee Service Multiplier
1-6	5	7
7	6	8
8	6	9
9	6	10
10	6	11
11	6	12

12+	6	13
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5.32 Initial Placement on Hourly Wage Schedule Initial Wage Placement and Continuous Service Criteria for Longevity Steps L10 and L20

Credit may be given for appropriate outside experience when determining initial wage placement at the time of employment. New employees with appropriate experience may be placed on steps 1 through 5 with approval of the Director of Human Resources, or designee. Salary Wage step placement will be determined as of July 1 of each year.

5.3.1 L10 Longevity Step New employees in EPASS positions are not eligible to be placed on the L10 longevity step during their first year in the position. If an employee has appropriate experience qualifying them for an initial wage placement at step 5, and the employee has nine (9) years of continuous service with the Employer before their EPASS position, then they must complete one (1) year at step 5 before being eligible for placement on the L10 longevity step.

Placement on the L10 longevity step will only occur if the employee has appropriate outside experience warranting a step 5 placement and the employee has nine years of continuous service to the district directly proceeding the hiring into the unit.

5.3.2 L20 Longevity Step New employees in EPASS positions are not eligible to be placed on the L20 longevity step during their first year in the position. If an employee has appropriate experience qualifying them for an initial wage placement at step 5, and the employee has nineteen (19) years of continuous service with the Employer before their EPASS position, then they must complete one (1) year at step 5 before being eligible for placement on the L20 longevity step.

Refer to subsection 5.5 (Reemployment after Voluntary Separation) for details on initial wage placement and continuous service criteria for employees originally hired before October 1, 2012, who are returning to employment after voluntarily separating.

Refer to subsection 8.9 (Reemployment after Layoff) for details on initial wage placement and continuous service criteria for employees who originally hired before October 1, 2012, who are returning to employment after layoff.

5.3 Longevity Pay (Steps L10 and L20)

For employees hired before October 1, 2012, An employee's eligibility for longevity pay will be determined as of July 1 for each succeeding fiscal year. An employee qualifies for placement on the L10 step of the hourly wage schedule after nine years of continuous service to the district, except employees re-employed based on section 5.5 or 8.9. An employee qualifies for placement on the L20 step of the hourly wage schedule after nineteen (19) years of continuous service to the district, except employees re-employed based on section 5.5 or 8.9. Refer to Section 5.1 for hourly wage rates including longevity for each classification level.

For employees hired on or after October 1, 2012, an employee's eligibility for longevity pay will be determined as of July 1 for each succeeding fiscal year. An employee qualifies for placement on the L10 step of the hourly wage schedule after nine years of service to the district. An employee qualifies for placement on the L20 step of the hourly wage schedule after nineteen years of service to the district. Refer to Section 5.1 for hourly wage rates including longevity for each classification level. Current district employees hired into this unit will be placed at the appropriate step in accordance with Section 5.3. An employee who moves into this unit who has additional years of continuous service within the district will qualify for placement on the L10 step after (1) reaching and serving one year on step 5 and (2) nine years of service to the district.

5.4 Performance-Based Incentive

An amount up to \$400.00 per full-time employee has been set aside for 2024-2025 and 2025-2026 for the implementation of a performance-based incentive. The Employer will communicate timelines and process to applicable supervisors, after review with the Association President. The amount of an employee's incentive will be based on the achievement of individual goals as determined by their supervisor. Part-time employees are eligible for a prorated performance-based incentive.

5.54 Reemployment after Voluntary Separation

This paragraph applies to an employee, reemployed after July 1, 2008, who is reemployed by the Employer after separation from employment (1) due to voluntary resignation that occurred with out cause; and (2) reemployed within five (5) years of the separation date with the Employer. The employee will have previously completed years of service with the Employer reinstated to a maximum of five (5) years. Reinstatement of years of service only applies toward the length of service required to reach a longevity step, tax-deferred matching contribution, and vacation benefits. Step placement is governed by

Subsection 5.32 of the Agreement.

An employee reemployed prior to July 1, 2008 remains as credited when reemployed. An employee who is reemployed by the Employer more than five years after the separation date will have one year of service apply toward the length of service required to reach a longevity step, tax-deferred matching contribution, and vacation benefits.

5.65 Pay Periods

~~A ten-month employee~~ Twelve-month employees are ~~is~~ paid twice monthly, on ~~or before~~ the fifteenth and the thirtieth day of each month. If the fifteenth (15th) or the thirtieth (30th) day of the month fall on a weekend or holiday, then employees will be paid on the preceding business day.

A ten-month employee has the option of twenty-one (21) or twenty-four (24) pay periods. A nine-month employee has the option of nineteen (19) or twenty-four (24) pay periods. An employee must make this election prior to July 1 or at the time of initial employment. ~~An employee is paid twice monthly on or before the fifteenth and the thirtieth of each month.~~ The initial payday period for a ten-month employees is August 30 and for nine-month employees is September 15, assuming hours were worked in the prior pay period. Nine and ten-month employees are paid twice monthly during their applicable pay periods, on the fifteenth and the thirtieth day of the month. If the fifteenth (15th) or the thirtieth (30th) day of the month fall on a weekend or holiday, then employees will be paid on the preceding business day.

5.7 Retirement Contribution Plans **(MOVED FROM SECTION 12)**

An employee may contribute a portion of ~~his or her~~ their annual base salary to the employee's retirement contribution plans, either tax-deferred or not tax-deferred, subject to the following subsections.

5.7.1 12.7.1 Approved Plans The employee's contribution plans must be district-approved and subject to applicable provisions of Minnesota Statutes and IRS Codes and any amendments thereto. A list of eligible plans is available on the district's website and in the business office. The employee is responsible for making all arrangements required with the vendor to ensure that proper payment can be made by the Employer.

5.7.2 12.7.2 Eligibility for Matching Salary Deduction for Tax-Deferred 403(b) Matching Contribution Plan An employee is eligible to participate in the tax-deferred 403(b) matching contribution plan if (1) the employee has completed five (5) years of service with the Employer and (2) the employee is assigned to work twenty (20) hours or more per week. The Employer contribution is not payable unless the employee

authorizes a matching salary reduction up to the amount ~~he or she~~
~~is they are~~ eligible to receive under Subsection 12.7.3.

~~5.7.3~~ ~~12.7.3~~ Employer Contribution for Tax-Deferred 403(b)
Matching Contribution Plan The amount of the Employer
contribution will be two (2) percent of the employee's annual
base salary as specified in Section 5.1.

~~12.7.4 Employee and Employer Contribution for Plans (Delete as
Redundant - See 5.7.1 Above)~~ Contributions will be made to a
district-approved company of the employee's choice, subject to
the previous subsections. The employee is responsible for making
all arrangements required with the vendor to ensure that proper
payment can be made by the Employer.

6. RECLASSIFICATION

6.1 Reclassification

All reclassification changes are made after consultation with the Association President and the district Job Evaluation Consultant. Job titles included in each classification as of the effective date of this Agreement are set forth in Appendix A. The Employer has the right to reclassify positions as appropriate due to changed circumstances such as changes in workload or job content.

6.2 Changes in Pay Equity Evaluation Systems

An employee whose position is reclassified at a lower level because of a change in the Employer's pay equity evaluation system will remain at ~~his or her~~ ~~their~~ current classification. A new employee in a reclassified position will be placed at the appropriate reclassified level.

7. JOB OPENINGS

7.1 Notice of Job Openings

The Employer will post on its website for seven (7) business days non-temporary job openings not filled by reassignment. All postings will be posted for internal and external candidates simultaneously. All postings submitted by 12:00 p.m. will count as the first business day. Qualifications for any opening are those listed in the Employer's official job description.

The Employer will post all open positions in a timely manner and will make every reasonable attempt to ensure positions are not left vacant.

The Employer will contact the Association President when jobs are posted.

7.2 Application for Job Openings

An eligible employee covered by this agreement who submits an internal application using the employer's online application system for any vacancy posted pursuant to this Subsection will be interviewed. The employer and its agents will give fair and objective consideration to internal candidates. Probationary employees are not eligible to apply for a posted vacancy.

An internal applicant not hired for a position shall be informed by the hiring agent of the specific reason(s) why ~~he or she~~ they was were not chosen.

An employee promoted from a lower classification to a higher classification shall receive an immediate hourly wage increase.

8. LAYOFF AND RECALL

8.1 Recognition

The parties recognize the principle of seniority in the application of this Section, subject to the restrictions and limitations stated below.

8.2 Definitions

8.2.1 Full-Time Employee A full-time employee for purposes of Section 8 only is defined as an employee who works thirty (30) or more hours per week.

8.2.2 Part-Time Employee A part-time employee for purposes of Section 8 only is defined as an employee who works fewer than thirty (30) hours per week.

8.2.3 Calendar Day A calendar day is defined as each day of the week, Sunday through Saturday. If the last day of a timeline is on a holiday, Saturday or Sunday, the timeline will be extended to 4:30 p.m. on the following business day.

8.3 Seniority Date

An employee acquires seniority upon completion of the probationary period as defined in this Agreement. Upon acquiring seniority, the seniority date relates back to the date of hire of continuous service within the appropriate unit and is accumulative only within this appropriate unit.

8.4 Displacement Rights

8.4.1 Written Notice of Layoff An employee whose position is

being eliminated or reduced from full-time to part-time will be sent written notice via email and U.S. mail of the position elimination or reduction from full-time to part-time no fewer than fourteen (14) calendar days before the last working day in the current position. The Department of Human Resources will send a copy of the notice to the representative designated by the Association at the same time it is sent to the affected employee.

The affected employee can elect to displace ("bump") in accordance with Section 8.4.3 and Section 8.4.4.

8.4.2 Written Displacement Request The affected employee must submit a written request to displace to the Department of Human Resources within seven (7) calendar days of the affected employee's receipt of notice of layoff.

8.4.3 Displacement Procedures, General Guidelines The affected employee may elect to accept reduced hours being offered by the Employer as provided in Section 8.5, accept layoff subject to recall rights as provided in this Agreement, or displace using the following displacement procedures. The Department of Human Resources will use the current seniority list to facilitate any elected displacement procedures.

Displacement occurs in accordance with the chart in Section 8.4.6. A part-time employee cannot displace a full-time employee, nor can an employee displace an employee in a higher classification.

An employee serving in more than one classification is considered, for Section 8.4 only, as a member of the classification in which the employee's regular assignment produces the greatest monthly earnings.

8.4.4 Displacement Procedures, Process The affected employee will displace the employee least senior within the affected employee's job classification provided they meet the minimum requirements for the position as described on the current job description or demonstrate they have the skills necessary to perform the essential duties of the position as determined by the Department of Human Resources.

If no opportunity exists for displacement within the employee's job classification, the employee will displace the employee least senior in the next lower job classification. If this opportunity does not exist, the affected employee will displace the employee who is the next least senior within that job classification. This displacement procedure will continue until the affected employee reaches the most senior employee in the lowest classification.

8.4.5 Displaced Employees Each subsequently displaced employee may elect to displace using the process in Section 8.4.4. The displaced employee must submit a written request to displace to the Department of Human Resources within seven (7) calendar days of the displaced employee's notice of displacement.

8.4.6 Illustrative Chart For purposes of this displacement procedure, the chart below illustrates equivalent classifications, their hierarchy, and the order in which an employee may exercise displacement rights.

"A" employee can displace:	A B	D E	G
"B" employee can displace:	B	E	G
"D" employee can displace:		D E	G
"E" employee can displace:		E	E G
"G" employee can displace:			G

8.5 Reduction to Part-time

In the event that a full-time employee's position is reduced, but as a result of that reduction continues to qualify as a full-time employee as defined in Section 8.2.1, the employee is not entitled to displace any other employee regardless of seniority. In the event that a full-time employee's position is reduced to part-time as defined in Section 8.2.2, the employee may accept the reduced position or may elect to displace in accordance with the provisions of Section 8.4.

8.6 Changes in Assignment

In the event that an employee's position is eliminated, or reduced to part-time as defined in Section 8.2.12, and another position is available within the employee's current classification for which the employee has the necessary skills and qualifications as determined by the Employer, the Employer will transfer the employee to that assignment. An employee in this situation is not entitled to displace any other employee regardless of seniority.

8.7 Layoff Application

An employee on layoff retains seniority and right to recall within an equal or lower classification in seniority order for a period of fifteen (15) months after the date of layoff, subject to the provisions of Section 8.8 below.

8.8 Recall

An employee will be recalled by seniority for a position within the same or a lower classification held prior to layoff for which ~~he or she is~~ are qualified. Seniority between classifications is in

accordance with the chart in Section 8.4.6.

8.8.1 Recall Notice If a position becomes available for an employee who is on layoff, the Employer will mail by U.S. ~~mail~~ a notice of recall to the recalled employee and ~~a~~ Association ~~p~~ President. The employee has ten (10) calendar days from the date this notice is mailed to accept reemployment. If an employee does not believe ~~he or she is~~ they are qualified for the vacant position, ~~he or she~~ they may submit in writing to the Department of Human Resources reasons the employee believes ~~he or she is~~ they are not qualified. This written submission must be made to Department of Human Resources within five (5) business days of being contacted by the Employer. If the employee's written acceptance of the available position is not received by the Department of Human Resources within the ten- (10) calendar day period, the employee has waived recall to the position then available.

The employer will provide training to recalled employees unless the employee is recalled to ~~his or her~~ their original position.

8.8.2 Future Reinstatement Rights The employee also forfeits any future reinstatement of employment rights subject to the following provision. An employee on layoff may only reject reemployment without forfeiting any future reinstatement of employment rights if (1) ~~he or she was~~ they were in a full-time position and ~~was~~ were recalled to a part-time position; (2) ~~he or she was~~ they were recalled to a position in a lower classification; or (3) ~~he or she was~~ they were not qualified for the position as determined in Section 8.8.1.

8.9 Reemployment after Layoff

An employee who is separated as a result of layoff and who has not forfeited reinstatement rights under Section 8.8 will have years of service reinstated without limit upon reemployment, without regard to the number of years between the separation date and reemployment for the purpose of reaching a longevity step, tax-deferred matching contribution, and vacation benefits.

9. DUTY DAYS, HOURS, AND OVERTIME

9.1 Duty Days

The specific scheduling of duty days for each nine or ten-month employee is determined by the Employer at the beginning of the year, after consultation between the employee and the immediate supervisor, which should include the employee's identification of any observed religious holidays.

9.2 Regular Workweek Work Week

Forty (40) hours, exclusive of thirty (30) -minute lunch periods, constitutes the regular workweek work week. There are two (2) paid break periods of fifteen (15) minutes each during each workday consisting of eight (8) or more hours. The specific hours of work and break times for an individual employee are established by the employee's immediate supervisor. The workweek work week begins at 12:01 a.m. on Sunday and concludes at midnight on the following Saturday.

9.3 Overtime and Compensatory Time

An employee will be paid at one and one-half (1.5) times the regular rate for all hours worked at the Employer's request in excess of forty (40) hours in any one workweek work week. Authorized sick leave and holiday pay is considered time worked for the purpose of computing overtime. An employee required to work on a Sunday or scheduled holiday is paid two (2) times the regular rate of pay for this time worked.

With mutual agreement between the Employer and the employee, an employee will accrue compensatory time for all hours worked in excess of forty (40) hours at the rate of one and one-half (1.5) hours in lieu of overtime payment.

9.3.1 Definitions related to section 9.3

- Contracted 40 hour per week employees will accrue compensatory time for all hours worked in excess of forty (40) hours at the rate of one and one-half (1.5) hours in lieu of overtime payment.
- Employees contracted to work fewer than 40 hours per week will accrue 1 one hour of compensatory time for each hour worked up to forty (40) hours in any one work week.
- Employees contracted to work fewer than 40 hours per week, upon reaching 40 hours in any one work week, will accrue compensatory time at the rate of one and one-half (1.5) times the regular rate for all hours worked in excess of 40 hours at the Employer's request.

The Employer may offer compensatory time off in lieu of overtime pay, to the extent authorized by law. An employee is not required to accept compensatory time in lieu of overtime pay. Compensatory time will be calculated as described above. An employee's scheduling of compensatory time is subject to approval by the employee's supervisor. Compensatory time must be used or paid out every 90 days with the exception of the end of the fiscal year as noted below. If the

Employer chooses to offer compensatory time in lieu of overtime pay, the employee may choose to bank the time as compensatory time. The immediate supervisor shall keep appropriate records of all compensatory time earned and provide such records to the Human Resources Department to be loaded into the Employer's electronic leave system for use by the employee. ~~and used by the employee. Appropriate records include copies of the District form titled: Request for Overtime or Use of Compensatory Time, (Appendix I to Policy 431) and copies of time sheets submitted for payment of overtime.~~

An employee may accrue a maximum of forty (40) hours of compensatory time at any given time within each 90 day period. Once the forty (40) hour limit has been reached, the employee shall be paid monetary overtime for all hours of overtime work beyond the forty (40) hour limit. ~~If the compensatory time is not used within 90 days, it will be paid out in the next available payroll upon submission of approved timesheet. Compensatory time may not be carried over to the next 90 day period of time.~~ Compensatory time may not be used after June 15 or carried over from one fiscal year to the next. Any accrued compensatory time remaining on June 16 will automatically be paid to the employee earned in the last quarter of the fiscal year ending June 30th ~~shall be paid by submission of approved timesheet on the 6/30 June 30~~ payroll.

Upon separation from the District, an employee will be paid for all supervisor-approved and unused compensatory time up to the accrued 40 hour limit.

9.4 Replacement Pay

An employee assigned on a temporary basis to an EPASS position in a higher classification for a period of more than three (3) consecutive working days is compensated at the higher rate of pay retroactive to the first day of the assignment. Step placement for the temporary assignment corresponds with the step placement of the employee's normal assignment.

Except in cases of emergency, an employee has the right to refuse to work outside of the EPASS unit. An employee asked to perform the work of an employee outside of the unit for a period of more than three (3) consecutive working days may request consideration for a pay rate different from the employee's regular pay rate. ~~An employee has the right to refuse to work outside of his or her classification.~~ The Employer's decision to permit or deny the employee's request is not subject to the grievance and arbitration procedure.

A part-time employee temporarily working in a higher EPASS classification is compensated at the higher rate of pay for the length of the assignment.

9.5 Emergency/Weather Closing

An employee will be paid as follows in the event that school is delayed in opening, canceled, or closes early-:

Delayed Opening: An employee will adjust hours to announced starting time and is paid regular pay (e.g., if school starts one hour late, report one hour later than usual unless normal start time is the same or later than announced starting time).

School Canceled: An employee is not required to work when school is closed and will receive regular pay. An employee may be required to work an alternative day if school is subsequently rescheduled without any additional pay.

Early Closing: If an employee is sent home, the employee will be paid balance of scheduled hours.

10. VACATIONS AND HOLIDAYS

10.1 Vacations for Twelve-Month Employees

An twelve-month employee will be provided paid vacation time or vacation pay as described below. A scheduled holiday that falls within an employee's vacation period is not counted as a vacation day. An employee hired after July 1 June 30th will receive a prorated number of vacation days. Payment for vacation taken or paid in excess of that which was earned will be deducted from the employee's pay.

10.1.1 Paid Vacation Time for Twelve-month Employees A twelve-month employee receives vacation days as set forth in the following schedule. The specific period of vacation is subject to the approval of the employee's supervisor. An employee may carry up to eleven (11) days of vacation from one fiscal year to the next.

Provided that an employee notifies the Employer in writing a minimum of ten (10) duty days in advance of intent to resign, an employee will be paid for unused, earned vacation. The maximum number of vacation days accumulated at the time employment is severed is eleven (11) carryover days plus vacation earned in the last fiscal year of employment.

A twelve-month, part-time employee receives pro rata vacation.

Years of Service	Twelve-Month Employees Number of Vacation Days (Hours shown are for 1.0 FTE an 8-hour per day Employee)
1-2	10 (80)
3-4	13 (104)
5-8	16 (128)
9	17 (136)
10	18 (144)
11-12	19 (152)
13	20 (160)
14-19	22 (176)
20 and above	25 (200)

~~10.1.2 Paid Vacation for Ten-month Employees~~ A ten-month employee receives seven days of vacation pay per year, which is included in their 217 paid days. After completing 6 years of service, an employee will receive an additional day of vacation pay per year, with a maximum of six additional days.

~~10.1.3 Paid Vacation for Nine-month Employees~~ A nine-month employee receives five days of vacation pay per year, which is included in their 195 paid days. After completing six years of service, an employee will receive an additional day of vacation pay per year, with a maximum of one additional day.

~~10.1.4 Paid Vacation for Part-time Employees~~ A part-time employee receives pro rata vacation.

10.2 Holidays

The Employer will observe twelve (12) paid holidays per year for twelve-month employees and nine (9) paid holidays for nine-month and ten-month employees on which an employee is not ordinarily scheduled to work. Placement of holidays for each year will be determined by the Employer each spring.

11. LEAVES AND ABSENCES

11.1 Basic Leave Allowance

An employee receives a basic leave allowance of one (1) working day (equal to regular daily hours 1.0 FTE) per month for absence without deduction from pay. An employee working less than eight (8) hours per day 1.0 FTE receives basic leave on a prorated basis.

The basic leave allowance may be used for sick leave, family illness leave, personal leave and religious observance leave under the terms

and conditions set forth in this Section. The leave is requested using the ~~district's~~ Employer's electronic leave system. This leave is deducted from the employee's ~~basic~~ accumulated basic leave allowance. Basic leave not used during any fiscal year accumulates without limit.

11.1.1 Sick Leave An employee may use one (1) day of accumulated basic leave allowance for each day of absence due to illness or injury. An employee who has been absent may be required to present a statement from a physician verifying an illness and certifying that the employee has recovered sufficiently to return to normal duties. An employee absent more than five (5) consecutive working days must present this certification. If the Employer requires a certification for an absence of less than six (6) days, the Employer will designate the physician and is responsible for paying the cost of the physician's examination. For certification of absences greater than five (5) consecutive working days, an employee will be responsible for paying the cost of the physician's examination unless the Employer requires examination by a specified physician, in which instance the Employer will be responsible for paying the cost of the examination.

An employee receiving wage replacement benefits under the provisions of the Workers' Compensation Act is paid the difference between the wage replacement benefit and the employee's regular daily rate of pay to the extent that accumulated basic leave is available.

An employee receiving wage replacement benefits under the provisions of long-term disability insurance is paid the difference between the wage replacement benefit and the employee's regular daily rate of pay to the extent accumulated basic leave is available. Deductions from the employee's accumulated basic leave are according to the pro rata portion of basic leave used.

11.1.2 Family Illness Leave An employee may use ~~up to 12 days of~~ accumulated basic leave in a fiscal year for serious illness of the employee's spouse, children, parents, or any relative or non-relative living in the employee's household in accordance with state or federal law.

An employee may use accumulated basic leave allowance for absences due to an illness or injury to the employee's dependent child for reasonable periods as the employee's attendance with the child may be necessary, on the same terms the employee is able to use accumulated basic leave for the employee's own

illness or injury.

11.1.3 Bereavement Leave For a death in the immediate family up to five (5) days of accumulated basic leave may be used per incident. The immediate family includes spouse, children, parents, brother, sister, grandparents, in-laws of a similar degree of relationship, or any relative or non-relative living in the employee's household. For death or illness in other than the immediate family, up to three days of leave allowance may be used per incident.

An employee may, without deduction from pay or leave, also attend local funerals when (1) the absence involves approximately two (2) hours and (2) coverage can be arranged from other employees, as necessary.

11.1.4 Personal Leave An employee may use up to four (4) days of accumulated basic leave during a fiscal year for personal leave. No more than two (2) days will be taken consecutively unless approved by the employee's direct supervisor. The specific reason for the requested leave does not have to be given.

Requests for personal leave must be submitted via the Employer's electronic leave system in writing to the employee's immediate supervisor at least three (3) duty days in advance except in cases of extreme emergency.

An employee making a timely request for use of personal leave may use such leave unless the employee is notified that his or her their request is denied. Adequate staffing for buildings and/or departments must be ensured as determined by the supervisor.

~~The employee must ensure that he or she has personal leave days available. An employee is encouraged to check availability of personal leave by logging into the Employer's electronic leave system.~~

11.1.5 Religious Holiday Observance Leave

Up to three (3) days leave shall be granted to an employee EPASS member for required religious holiday observance. Such days must be recognized religious holidays and shall not be permitted for circumstances where personal alternative attendance options exist. These days shall be deducted from the basic leave allowance. Notification must be submitted to the Human Resources Department Superintendent, or the authorized representative, in

writing, via the Employer's electronic leave system at least two (2) weeks prior to such absence.

11.2 Emergency Sick Leave Bank (ESLB) Disaster Leave

The Employer and Association have developed an emergency sick leave bank (ESLB) for qualifying employees who have exhausted all paid leave options including basic leave, vacation, workers' compensation (if applicable), and any other state and/or federal paid leave programs. Employees may apply for days from the ESLB when they are experiencing or will experience a medical emergency, or their immediate family member is experiencing or will experience a medical emergency. A "medical emergency" is defined as a medical condition of the employee (or their immediate family member) that will require the prolonged absence of the employee from duty, including intermittent absences that are related to the same medical condition, and will result in a substantial loss of income to the employee because the employee has or will have exhausted all forms of paid leave.

An eligible employee must use all forms of paid leave before accessing donated leave from the ESLB. There is a mandatory five (5) day waiting period before an eligible employee can access donated leave.

Examples:

Eligible employee has fifteen (15) days of paid leave. They can access donated leave starting from the sixteenth (16th) day of their absence.

Eligible employee has three (3) days of paid leave. They will use their three (3) days of paid leave for the first three (3) days of their absence. They will be on unpaid leave from days four (4) through five (5). They can access donated leave starting from the sixth (6th) day of their absence.

The medical condition must be recognized by the mainstream medical community to be deemed an eligible medical condition for the ESLB program. The ESLB will be filled by donations made by other unit employees to support colleagues experiencing such circumstances.

Employees will be notified of the open enrollment for participation in the ESLB at the beginning of employment. Employees who wish to participate in the ESLB are required to donate one (1) basic leave day within thirty (30) days of their start date with the Employer. Employees who choose not to participate in the ESLB at the time of hire can only join during the month of September for the upcoming school year. To do so, they must donate one (1) basic leave day on or before September 30 of that year.

When an employee separates from the School District, they have the option to donate any earned and unused basic leave to the ESLB.

All donations to the ESLB are confidential and nonrefundable. Once a day is donated, an employee cannot retract or reclaim the donated basic leave for any reason.

If at any point the ESLB is not self-sustaining, the Employer and Association may request additional donations. Employees that did not donate at the beginning of their employment may choose to participate at that time by donating one (1) basic leave day within the open enrollment period. Open enrollment may be allowed at other times with the mutual agreement of the Employer and Association.

Recipient Eligibility. Membership will be open to all regularly contracted unit employees. An employee who has exhausted all forms of paid leave may apply for leave from the ESLB for a medical emergency, as defined above, by submitting an application and a medical certification from the employee or immediate family member's treating physician to the Human Resources Department. Employees may not begin to use sick leave from the ESLB until the Employer has approved the application. No application will be approved if the ESLB does not contain donated days of leave. The Employer will inform the Association when an application for sick leave from the ESLB has been approved.

No employee may withdraw more than sixty-five (65) consecutive days from the ESLB. After sixty-five (65) days, an employee must be approved for long-term disability or return to work. No employee may withdraw more than one hundred ten (110) days during their career with the Employer unless the Employer and the Association agree to a greater number of days for a life-threatening medical emergency. No employee may withdraw days from the ESLB for use on non-contract days.

Employees will immediately become ineligible for the ESLB if they become eligible to receive long-term disability benefits, workers' compensation, state and/or federal paid leave benefits, or other pay or other benefits in place of any part of their salary.

An employee who is experiencing a catastrophic illness, or who is needed to care for an immediate family member who is experiencing a catastrophic illness, and who has exhausted all paid leave provided by the Employer, and is not eligible for paid leave via state or federal law, may request donated paid leave. and For the duration of the contract, refer to the Disaster/Sick Leave Pool Memorandum of Understanding which supersedes this section upon the establishment of the Sick Leave Pool.

The Employer will provide disaster leave coverage for an employee who has exhausted accumulated basic leave prior to the commencement of long-term disability insurance benefits. An employee becomes eligible for disaster leave coverage after the employee has been continuously disabled and unable to work for 15 consecutive duty days, as certified by a physician. Disaster leave payments begin on the first duty day following the last day of basic leave payment and continues only for the period during which the employee remains continuously disabled and unable to work. Employer contributions toward group insurance coverage will continue while the employee is receiving disaster leave payments.

Disaster leave payments cease in any event after the 65th duty day of absence.

11.3 Parental Leave

Any employee is eligible to request for a leave of absence without pay for a period of up to twelve (12) months for child care childcare. The employee will submit an application for parental leave at least sixty (60) calendar days before the leave is to begin. The sixty- (60) day notice requirement may be waived when an emergency makes this notice impossible. Childcare Child care begins at a date agreed upon between the Employer and the employee. Failure to return to work upon expiration of a leave of absence results in termination of employment. The employee will be reinstated to the employee's original job or to a clerical position with no reduction of monthly pay and retains all seniority and leave benefits accrued prior to taking the leave of absence.

11.4 Family, Medical and Parental Leave

An eligible employee may be entitled to up to twelve (12) weeks of unpaid leave per twelve-month period consistent with law and the terms of the Employer's leave policy and procedure, as it may be amended from time to time at the sole discretion of the Employer. Leaves taken under other Sections that also qualify as leave under the federal and state Family Medical Leave Act and provisions are coordinated and taken simultaneously.

11.5 Leave of Absence Without Pay

An employee is eligible for a leave of absence without pay for a period of up to ninety (90) calendar days, without loss of seniority, for the purpose of caring for a spouse, child, or parent during an extended illness. The Employer may also approve, at its sole discretion, a request for a leave without pay for other purposes. Failure to return to work upon expiration of a leave of absence

results in termination of employment. An employee on leave of absence under this ~~Section~~ retains accrued benefits that the employee had accrued at the time of the commencement of the leave.

11.6 Judicial Leave

An employee who is absent because of required jury duty or a subpoena for any court duty will be granted leave and paid the difference between the employee's regular rate of pay and the payments received for the jury or court duty, unless the employee is a party in the case. If the ~~School Board~~ **Employer** is a party in litigation, the employee receives regular pay while attending as a witness at the request of the ~~School Board~~ **Employer** or its co-defendant in the case.

11.7 Substitutes During Leaves of Absence

If a twelve-month employee is granted a leave of absence of less than one **(1)** year or a ten-month or nine-month employee is granted a leave of absence less than a work year, ~~his or her~~ **their** position will be filled with a temporary employee who will be discharged without rights to Section 8 or Section 11.1. An employee granted this duration of leave is returned to ~~his or her~~ **their** previous position so long as that position still exists. A position vacant due to the above-mentioned type of leave of absence may be filled by the Employer without posting the position; however, if the employee on leave of absence does not return to work, the temporary employee will be terminated, and the position must be posted at that time. **If there is no available position then this employee would invoke displacement procedure described in Section 8.4.**

11.8 Incentive Leave

An employee earns one **(1)** unrestricted incentive leave day with pay if ~~they the employee~~ completes the full prior fiscal year without using any leave allowance for ~~personal~~ sick leave, family illness leave, or personal leave, as provided for in Sections 11.1, 11.2, 11.4, and 11.5 of this Agreement. This incentive leave day may be used upon three days written notice to the employee's supervisor. This day may not accumulate from one fiscal year to the next.

11.9 Superintendent's Discretionary Leave

Other types of absence not included herein are subject to the discretion of the Superintendent.

11.10 Return from Leaves of Absence (Delete as Redundant-See 11.7 Above)

If a twelve-month employee is granted a leave of absence of more than one year or a ten-month or nine-month employee is granted a leave of absence of more than a work year, the position will be filled with a non-temporary employee. An employee granted this duration of leave is returned to any available position within his or her classification for which they are qualified as determined by the Employer. If there is no available position then this employee would invoke displacement procedure described in Section 8.4.

12. **INSURANCE** BENEFITS

12.1 Group Insurance Policies

The Employer will provide an employee working a regular schedule of **thirty (30)** or more hours per week the program of group insurance coverage described in this Section. The provisions of this Section are merely descriptive of the coverage provided., and that aAn employee's eligibility for benefits is governed by the terms of the master insurance contracts in force between the Employer and the insurers providing coverage.

In the event there is a change in any of the carriers, the matter will be referred to the Insurance Committee for recommendation to management, subject to Minn. Stat. § 471.6161, Subd. 5.

12.25 Hospitalization-Medical Insurance

An eligible employee may participate in the Employer's hospitalization-medical insurance plan. Participation in the medical insurance program is voluntary. The Employer will contribute the following amounts toward the monthly premium of each employee enrolled in the coverages available.

Type of Coverage	Monthly Employer Contribution	Monthly Employer Contribution
		As of January 1, 2025
Single	\$577	\$577 725
Single + One	\$805	\$805
Family	\$1048	\$1048

In the event an employee selects a medical insurance plan for which the monthly premium is less than the Employer contribution, the Employer will deposit, into an employee's health reimbursement plan, the difference between the Employer contribution and the amount of the monthly premium.

An employee will contribute, through payroll deduction, any excess

monthly premium remaining after the Employer's contribution toward the type of coverage for which the employee is enrolled.

Employees who are receiving wage replacement benefits under the provisions of the Workers' Compensation Act or long-term disability insurance remain eligible for the Employer contribution for hospitalization-medical insurance.

12.36 Dental Insurance

An eligible employee may participate in the Employer's dental plan.

~~An employee who elects to enroll in the program will contribute the entire premium through payroll deduction. The Employer will contribute the following amounts toward the monthly premium of each employee enrolled in the coverages available.~~

<u>Type of Coverage</u>	<u>Monthly Employer Contribution</u> As of January 1, 2025
Single	\$25
Single + One	\$25
Family	\$25

~~An employee will contribute, through payroll deduction, any excess monthly premium remaining after the Employer's contribution toward the type of coverage for which the employee is enrolled.~~

12.42 Life Insurance

An eligible employee may participate in the Employer's group term life insurance program and will be insured for an amount equal to the whole number of thousands in annual base salary. ~~Life insurance benefits are reduced by 50% when an employee reaches age 70.~~ The Employer pays the entire premium for coverage. An eligible employee may apply for supplemental group term life insurance according to the Employer's current life insurance plan.

12.54 Accidental Death and Dismemberment Coverage

An employee is eligible for accidental death and dismemberment insurance coverage in an amount equal to ~~his or her~~ **their** basic annual salary rounded up to the next whole thousand. The Employer pays the entire premium for such coverage.

12.63 Long-Term Disability Insurance

An eligible employee may participate in the Employer's long-term disability insurance program. The Employer pays the entire premium for this coverage. An employee receiving long-term disability

insurance benefits also remains eligible for Employer contributions for hospitalization-medical insurance.

12.7 Retirement Contribution Plans (MOVED TO COMPENSATION-SECTION 5)

12.78 Flexible Benefits Plan

An employee covered by this Agreement is eligible to participate in the Flexible Benefits Plan established by the Employer pursuant to the Internal Revenue Code, provided, however, that an employee meets all other requirements for eligibility set forth in the Plan.

13. DISCIPLINE AND DISCHARGE

13.1 Probationary Period

A new employee serves a probationary period of one-hundred twenty (120) duty days, during which time the Employer has the unqualified right to discharge the employee without assigning any cause and without recourse to the grievance procedure. At any time during the probationary period, the employee may request a review of his or her their performance. An additional sixty (60) -working day extension of the probationary period may be required upon the mutual agreement of the Employer and the Association.

13.2 Discipline and Discharge

After an employee has completed the probationary period, the Employer may discipline or discharge an employee for just cause. A supervisor will adhere to School Board Policy 403 (Discipline, Suspension, and Dismissal of School District Employees). Disciplinary action normally includes the following actions and will normally be taken in the following order, except in cases of serious misconduct:

1. Oral Warning—notification and warning to employee;
2. Written Reprimand—formal notification in writing to employee;
3. Suspension Without Pay—loss of work and wages for a specified period of time;
4. Discharge—termination of employment.

13.3 Representative and Employee's Personnel File

An employee has the right to request and have an Association representative present during any disciplinary action. The Employer district will ask the employee if they want EPASS representation prior to meeting for any disciplinary action. The employee and his or her their representative designee have access to the employee's personnel file. The employee and his or her their representative will be

provided with a copy of any disciplinary letter entered into these files and have the right to respond to the letter.

Any disciplinary action beyond an oral warning will be part of the employee's personnel file. The letter must include a statement of the rationale for the disciplinary action taken. A copy of the disciplinary letter will be provided to the Association President when written warning, suspension, or discharge is involved provided that the Association has been in consultation with the employee and Employer.

If the employee disputes information contained in the personnel file and the Employer does not agree to remove or revise the disputed information, the employee may submit a written statement explaining the employee's position. This statement must be part of the personnel file for as long as the Employer maintains it. No written allegation is a basis for discipline unless it has been entered into an employee's personnel file.

Any non-disciplinary or disciplinary notice, which has been in the employee's file for at least two (2) years, may be removed upon appeal by the employee to the Director of Human Resources. In determining whether removal of the notice is appropriate, the Director of Human Resources shall consider any appropriate factors including, but not limited to, the severity of the conduct referenced in the notice, and the employee's conduct since the time of the notice. The employee may have EPASS representation at the appeal, if desired.

14. GRIEVANCES AND ARBITRATION

14.1 Grievance

A grievance is defined as a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

14.2 First Step

An employee or group of employees with a grievance will meet with the immediate supervisor within ten (10) business days after becoming aware of the incident giving rise to the grievance, in an attempt to resolve the grievance. If the parties are unable to resolve the grievance within five (5) scheduled working days of the meeting, the grievance will be denied. The employee may appeal the grievance to the second step. Failure to timely appeal will constitute a waiver of the grievance.

14.3 Second Step

An employee who is not satisfied with the disposition of the grievance of the first step will file a written statement of the grievance with the Director of Human Resources within ten (10) scheduled working days following the meeting with the supervisor. The written statement must be dated and signed by the employee and/or the exclusive representative and will set forth the facts and state the provisions of this Agreement allegedly violated. The employee and/or exclusive representative and the Director of Human Resources will meet and attempt to resolve the grievance within five (5) scheduled working days after filing of the written grievance with the Director of Human Resources. If the grievance is resolved, the written terms of resolution will be signed by both parties. If no resolution is reached within five (5) scheduled working days after the grievance was filed with the Director of Human Resources, the grievance will be denied. The employee may appeal the grievance to the third step. Failure to timely submit the grievance to the third step will constitute a waiver of the grievance.

14.4 Third Step

An employee who is not satisfied with the disposition of the grievance at the second step will file a copy of the written statement of the grievance with the Superintendent within ten (10) scheduled working days following the completion of the second step. The employee and/or exclusive representative and the Superintendent or designee will meet and attempt to resolve the grievance. If the grievance is resolved, the written terms of resolution will be signed by both parties. If no resolution is reached, the grievance will be denied. The Association may submit the grievance to arbitration. Failure to timely file a written notice of intent to arbitrate will constitute a waiver of the grievance.

14.5 Submission to Arbitration

The Association may submit to arbitration any grievance properly processed through the third step of the grievance procedure. The Association must file a written notice of intent to arbitrate with the Superintendent within fifteen (15) scheduled working days following the completion of the third step. Arbitration is conducted according to PELRA. A grievance may only be advanced to final and binding arbitration provided that the employee has not elected to pursue a veteran's discharge hearing and the timeline for such hearing has been exhausted, if applicable.

14.6 Jurisdiction and Authority of Arbitrator

The arbitrator has jurisdiction only over those grievances properly

submitted to arbitration in accordance with the terms of this Agreement. The arbitrator has no power to add to or subtract from, or change, modify or amend in any way the terms and conditions of employment set forth in this Agreement. All witnesses will be sworn upon oath by the arbitrator.

14.7 Representation

An employee, supervisor, or administrator may be represented at any stage of the formal grievance procedure by any person or agent designated by the party to act in the **employee's** **their** behalf.

14.8 Time Limitations

Since it is important that grievances be processed as rapidly as possible, the specified time limitations are considered as a maximum and every effort will be made to expedite the process. The time limitations may be extended only by mutual consent. Failure of an employee or the Association to comply with the limitations specified constitutes a waiver of the grievance. Failure of a supervisor or the Employer to act within the time limitations specified constitutes a denial of the grievance and the employee or the Association may proceed to the next stage.

14.9 Arbitrator's Decision

The arbitrator issues a written decision and order including findings of fact which are based upon substantial and competent evidence presented at the hearing. The arbitrator's decision must be rendered within **thirty (30)** days after the close of the hearing. The arbitrator's decision is subject to all the limitations of arbitration decisions set forth in PELRA. Within these constraints, the arbitrator's decision is final and binding.

14.10 Expenses

The Association and Employer bears its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses the party incurs in connection with presenting its case in arbitration. A transcript or recording will be made of the hearing at the request of either party. The parties equally share fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses that the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of the transcript pays for the copy.

14.11 Grievance Mediation

Upon the completion of the third step, either party may request grievance mediation provided by the Bureau of Mediation Services ("BMS"), if there is mutual agreement to do so. In the event grievance mediation does not result in resolution of the grievance, the Association may file with the Superintendent a written notice of intention to arbitrate not more than fifteen (15) scheduled business days after the Mediator declares the grievance mediation unsuccessful. Decisions by either party as to its participation in the grievance mediation process may not be presented in arbitration.

15. MISCELLANEOUS

15.1 Staff Development

An employee or the Employer may request specific training, or the Employer may require specific training. Reimbursement for training is subject to the prior approval of the Employer. Attendance at approved training will be granted without loss of pay.

15.2 Personnel Files

All evaluations and files generated within the school district by the Employer relating to an employee are available during regular school business hours to an employee upon reasonable notice. The employee has the right to reproduce any of the contents of the files at the employee's expense, and to submit for inclusion in the file, written information in response to any material contained therein. The contents of these files will be subject to the School District's Employer's record disposition retention schedule.

15.3 ~~Payments~~ 15.3.1 Employee Severance Pay at Retirement

A written letter of intent to retire will be sent provided to Human Resources at least ten (10) working days prior to the last day of employment.

A member who has reached at least sixty-two (62) years of age will receive severance pay for up to twenty (20) years of continuous service to the district Employer in the amount \$250 for each year. The employee must have a minimum of fifteen (15) years in the district working for the Employer, ten (10) of which are in the unit. A payment will be made to the employee's 403B account at the end of the fiscal year on June 30. The account must be with an investment company from the approved list of companies with the Edina Public Schools Employer.

An EPASS employee who does not currently have a retirement investment account with the **District Employer** will be required to complete and submit the 'Salary Reduction Agreement - Retirement Plans' form. This form is located on the **District Employer** website and must be completed and submitted by June 1st of the fiscal year to the payroll department before the retirement severance payment can be made.

The total payment to **anyone (1)** an employee will not exceed \$5,000.00.

15.4 Labor-Management Committee

The Employer and Association agree to the creation of a Labor-Management Committee ("Committee") for the purpose of developing a cooperative relationship between the parties through open dialogue and joint problem solving. The Committee will meet quarterly, unless both parties agree to meet more or less often. The Director of Human Resources and Association President will jointly schedule quarterly meeting dates and times prior to July 1 of the fiscal year. Each party will select up to three (3) representatives to attend Committee meetings. The number of Committee members may be expanded by mutual agreement of the Employer and Association. The Employer will provide the facilities for Committee meetings.

16. DURATION AND RENEGOTIATION OF AGREEMENT

16.1 Term of Agreement

This Agreement becomes effective July 1, **2022 2024**, and continues in full force and effect to and including June 30, **2024 2026**, and annually thereafter, except as modified or terminated in accordance with the provisions of this Section.

16.2 Effect of Agreement

Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.

16.3 Termination or Modification

Either party desiring to terminate or modify this Agreement must notify the other party in writing at least **sixty (60)** days but not more than **ninety (90)** days prior to June 30, **2024 2026**, or at least **sixty (60)** days but not more than **(90)** days prior to June 30 of any year thereafter. A notice of desire to modify this Agreement will set forth proposed modifications sought by the party and all clauses of

this Agreement for which no modification is sought are renewed automatically.

16.4 Negotiations During Term

The parties mutually acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited opportunity to make demands and proposals regarding terms and conditions of employment. All understandings and agreements arrived at by the parties are set forth in this Agreement. For the duration of this Agreement, the Employer and the Association each voluntarily and unqualifiedly waives the right to meet and negotiate, except by mutual consent if doing so is consistent with PELRA, regarding any and all terms and conditions of employment, whether or not specifically referred to or covered in this Agreement, even though the matters may not have been within the knowledge or contemplation of either or both parties at the time this Agreement was negotiated or executed.

17. DOCUMENT AUTHORIZATION

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

**INDEPENDENT SCHOOL DISTRICT
NO. 273**

**EDINA PROFESSIONAL ASSOCIATION
OF SUPPORT STAFF (EPASS)**

Chairperson Board Chair

President

Board Clerk

Vice President

Dated this ___ day of ____ 2024.

Dated this ___ day of ____ 2024.

APPENDIX A

POSITION CLASSIFICATIONS

CLASSIFICATION A

~~Accounting Specialist~~

Departmental Specialist, Classification A

Facilities Scheduler

~~Student Services Department Specialist, Classification A~~

Principal's Administrative Assistant

CLASSIFICATION B

~~Accounts Payable Specialist~~

Departmental Specialist, Classification B

~~Student Services Department Specialist, Classification B~~

Welcome Center Specialist

CLASSIFICATION D

Office Assistant, Classification D

CLASSIFICATION E

Due Process Specialist

~~Student Services Department Specialist, Classification E~~

Office Assistant, Classification E

Media Assistant

CLASSIFICATION G

~~Media Assistant~~

~~Teacher Administrative Assistant~~

APPENDIX B

EDINA PUBLIC SCHOOLS
Memorandum of Understanding
Employee Feedback Process

It is agreed to by and between the Edina Professional Association of Support Staff ("Union") and Independent School District No. 273, Edina Public Schools ("District") as follows:

1. The Union and District will implement a feedback form for all members of the union.
2. The feedback form will be implemented for the 2022-2023 and 2023-2024 school years.
3. The district will communicate timelines and process to applicable supervisors.
4. The Union and District will jointly communicate timelines and process to the members of the group.
5. An amount up to \$400 per member has been set aside for the 2022-2023 and 2023-2024 school years for the implementation of a performance-based incentive as determined by the achievement of the individual goals.
6. The purpose of the feedback form is to provide feedback between supervisor and employee and provide an opportunity for job related performance conversation between supervisor and employee.

FOR: Edina Professional Association of Support Staff

President _____ Date _____

Vice President _____ Date _____

FOR: Independent School District No. 273, Edina Public Schools

Chairperson _____ Date _____

Clerk

Date

EPASS ANNUAL FEEDBACK FORM

It is the belief of EPASS members that Edina Public Schools recognizes that its employees are its greatest asset, and the aim of the District is to equitably develop and achieve every employee's full potential.

EPASS employees will meet with their supervisors to review areas of focus, standards of performance, and training opportunities. Supervisors will meet with EPASS employees in the fall to discuss what their focus will be for the year. They will meet in the winter to check in and again in the spring to review, discuss, and give feedback.

This performance feedback form is a tool for reviewing and further developing an employee's skills. This form is not to be used for disciplinary purposes. Any disciplinary and discharge actions must follow section 13.2 of the EPASS contract.

EPASS Annual Feedback Form

Employee Name:
Job Title:
Supervisor:
Date:

FALL FOCUS: DUE OCT. 15TH

Feedback Summary

What are the employee's strengths?

What are the employee's areas to focus on for improvement?

Employee Feedback

What is going well? What areas do you want to focus on for the next year?

What would you like your supervisor to know about your job? What training would benefit your position?

Employee Signature: _____

Supervisor Signature: _____

WINTER CHECK IN: DUE FEBRUARY 15TH

Comments:

Employee Signature: _____

Supervisor Signature: _____

JOB FEEDBACK SUMMARY: DUE MAY 15TH

E	Exceeds Expectations — exceeds normal requirements of job
P	Proficient — meets position requirements.
I	Improvement Needed — meets only some of the position requirements.
U	Unsatisfactory — does not meet position requirements, needs more direction/training

Feedback Items: Please use the rating scale above.			
General quality of work:		Communication/Customer Service:	
When given clear & concise directions, employee completes assigned work efficiently and within an established time frame.		Clearly expresses oneself verbally.	
Self-manages by setting own priorities, completing work on schedule and utilizing resources when needed.		Clearly expresses ideas and information in written format.	
Seeks information to solve problems or to follow through with a task; self-starter. Demonstrates flexibility.		Responds promptly and respectfully in a culturally and linguistically sensitive manner.	
Teamwork:		Dependability:	
Regularly works well with others for the success of students, staff, others and District.		Regularly arrives on time.	

Comments:

Employee Signature: _____

Supervisor Signature: _____

Completed EPASS Feedback Form will be sent to the Human Resources Department on or before May 15th.

APPENDIX C

EPASS MOU Memorandum of Understanding Between Edina Public Schools and EPASS Disaster/Sick Leave Pool

WHEREAS, Independent School District 273, Edina Public Schools ("District") and Edina Professional Association of Support Staff ("EPASS") have a common mission to support staff who suffer from an accident, illness or a recurring illness that exhausts their basic leave bank or who need to care for a family member who suffers from an accident, illness or recurring illness that exhausts their basic leave bank.

Be it THEREFORE resolved:

1. This MOU will supersede the language in the Agreement Section 11.2 Disaster Leave if approved by members for the 2022-2024 contract years.

Starting the Sick Leave Pool

- To initiate the Sick Leave Pool requires a minimum of 1,040 hours contributed by EPASS members to the pool and a minimum of 50% + 1 of EPASS members participating.
- Members who wish to participate in the Sick Leave Pool will be required to donate at least one (1) full-time equivalency day to the Sick Leave Pool.

Purpose

- The purpose of the Sick Leave Pool is to provide additional sick leave days to those members or immediate family members suffering from an accident, illness, or a recurring illness who have exhausted their sick leave.
- The Sick Leave Pool coordinates with Long-Term Disability (LTD) which begins after an EPASS member has been absent from their position sixty-five (65) consecutive work days. After 65 days the EPASS member must apply for LTD or return to work.

Membership

- EPASS members of the District, as defined in the Agreement, are eligible to be members of the Sick Leave Pool.

- In order to be members of the Sick Leave Pool they must donate at least one (1) day or full-time equivalency and may donate an unlimited number of hours.
- EPASS members must complete and submit a Sick Leave Pool enrollment form to join the Sick Leave Pool.
- New members shall be eligible to join the Sick Leave Pool within thirty (30) days of hire, or within 30 calendar days of the beginning of any succeeding school year.
- Members shall be eligible to join the Sick Leave Pool as full members within 30 calendar days of the beginning of any succeeding school year. Members eligible to join the Sick Leave Pool in 2020-2022, who then join at a later date, will donate one (1) day for each year for which they declined membership in the pool.
- A request to withdraw from membership in the Sick Leave Pool shall be in writing to the Sick Leave Pool Committee prior to ten (10) duty days after the beginning of any school year.
- Members who have accessed the Sick Leave Pool shall remain members of the Sick Leave Pool for the duration of their career in the District and cannot withdraw membership from the pool.
- All days donated to the Sick Leave Pool shall be irretrievable by the donor.
- The member cannot exceed the career maximum of 130 days of use including previous days used as disaster leave under Section 11.2 of the Agreement.

Sick Leave Committee

- The Sick Leave Pool shall be administered by the Sick Leave Pool Committee composed of two (2) employees appointed by the EPASS board and one (1) non-voting member to be appointed by the department of Human Resources.

Request

- A request for use of Sick Leave Pool days must be given in writing to HR and must be accompanied by a licensed physician verification that the applicant or the applicant's immediate family member is unable to work. For this section, an immediate family member includes a spouse, children, parents, or any relative or non-relative living in the employee's household. HR will confirm the receipt of the request within 48 hours.
- The Sick Leave Committee will review requests for use of Sick Leave Pool. Approval will be granted based on:

- a. The member requesting access to Sick Leave Pool is a member of the Sick Leave Pool.
 - b. The requesting member has exhausted all basic sick leave time.
 - c. The member has provided a physician's certification verifying the need of leave.
 - d. The member has not exceeded the career maximum of 130 days of use including previous days used as disaster leave under Section 11.2 of the Agreement.
- Human Resources will share a non-confidential version of the request with the Leave Committee. The Leave Committee will review all requests in a timely manner and a majority vote of the Leave Committee will determine whether or not a request is approved.
 - Human Resources will inform the member of its decision in writing. A member may request that the Leave Committee reconsider its decision by providing additional information within ten (10) days of the member's receipt of the Leave Committee's decision.
 - Complete FMLA paperwork must be provided to the District upon application for use of the Sick Leave Pool if applicable.

Eligibility

- A Sick Leave Pool is available for use by an EPASS member (as defined in the EPASS Agreement) experiencing a short or long term illness of the individual member or a member of their immediate family (limited to spouse, children, parents, or any relative or non-relative living in the employee's household) on a case-by-case basis.
- Members who become members of the Sick Leave Pool and who are working less than full-time (40 hours per week) shall be eligible for benefits only for the pro-rata portion of the school day for which they are employed.
- Members receiving workers' compensation are not eligible to draw from the Sick Leave Pool.
- Sick leave days may be drawn from the Sick Leave Pool for 9 and 10 month EPASS members as per the member's duty day calendar turned into Human Resources.
- Benefits from the Sick Leave Pool will end upon a member's qualification for benefits from the long-term disability insurance plan, the receipt of PERA, or Social Security.

Donation of Sick Days

- Should the number of days in the Sick Leave Pool at the end of the school year be less than five hundred and twenty (520) hours, the committee shall have a leave drive or require each member of the pool to donate one (1) full time equivalent day. Members will be able to donate their basic leave under Section 11.1.1 of the Agreement into the Sick Leave Pool during any leave drive. All donated hours will be deducted from the contributors' accrued basic leave totals under Section 11.1.1 of the Agreement. A member may donate unlimited hours during a drive.
- A Leave Drive may occur at the discretion of the Sick Leave Committee.
- Upon retirement or separation from the District, any EPASS member whether they are currently a member of the Sick Leave Pool or not, may donate any unused sick leave to the Sick Leave Pool. This clause takes effect for retirements as of January 1, 2022 to be added to the Sick Leave Pool at its inception.

This agreement will be reviewed during contract negotiations for the 2024-2026 contract, and is subject to recertification by both parties.

Section 11.2 Disaster Leave will remain in the EPASS Agreement for the 2022-2023 and the 2023-2024 school years during which time the Sick Leave Pool will be reviewed to determine its viability for the 2024-2026 contract.

The District and EPASS are in agreement with the above language as evidenced by their representatives' signatures below.

Representative for:

EPASS _____ **ISD 273, Edina Public Schools**

President _____ Chairperson

Vice President _____ Clerk

Date _____ Date