

Service Employees International Union Local 284
ISD727 Secretarial & Paraeducators, Custodial and Food Service
2024-2026 Contract Proposal

New or amended provisions are indicated by underline;

1. Amend to change all applicable dates to reflect a two (2) year agreement.
2. ARTICLE III – DEFINITIONS
Section 3.1 Terms and Conditions of Employment:
"Terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits, except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, staffing ratios, and the employer's personnel policies affecting the working conditions of the employees. "Terms and conditions of employment" is subject to the provisions of the PELRA.
3. ARTICLE V – EMPLOYEE RIGHTS Section
5.3 Request for Dues Check Off:
Employees have the right to request and be allowed payroll deduction for the Union and for the Union's political action committee. The District will commence deductions within thirty days of receiving notice from the Union of the authorized deduction(s). The District will remit deductions to the Union within thirty days of the deduction.

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

The Union must indemnify the District, including reasonable attorney fees and litigation costs, for any successful claims made by an employee for unauthorized deductions made in reliance upon certification or information received from the Union.

~~Pursuant to PELRA, employees shall have the right to request and be allowed dues check off for the employee organization of their selection, provided that dues check off and the proceeds thereof shall not be allowed any organization that has lost its right to dues check off pursuant to PELRA.~~

~~Upon receipt of a properly executed authorization by the employee involved, the School District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the Exclusive Representative during the period provided in said authorization. The parties agree that authorization includes electronic recorded phone calls and other authorizations created and maintained by use of electronic records and electronic signatures consistent with state and federal laws. The School District will remit deducted dues to the Union not less than once per month.~~

4. ARTICLE V – EMPLOYEE RIGHTS Section

5.4 Union Access to Information:

On request and every 120 calendar days, beginning on January 2, 2024, 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.

~~Upon written request of the Union, the School District shall provide the Union with a list of all bargaining unit employees that includes each employee's name, home address, home phone number, work hours, work location, position, classification, wage schedule placement, date of employment and electronic mail address. The Union's request for this list shall be granted no more than once per year unless the changes have occurred in the information previously provided by the School District. This paragraph shall not be subject to the grievance process.~~

5. ARTICLE V – EMPLOYEE RIGHTS

Section 5.5 Notification of Newly Hired Employees:

Within ten business days from the date of hire of an employee, the District will provide the following contact information to the Union: name, job title, worksite location (including location within a facility when appropriate), home address, work telephone number, home and personal cell phone numbers on file with the District, date of hire, work email address, personal email address on file with the District, wage, number of hours normally scheduled in a day, number of duty days contracted for, and the number of months of the assignment. The District will provide this information to the Union in a format acceptable to the Union.

The School District shall notify steward(s) within ten business days of hiring any employee to a job class and assignment eligible for membership within the unit. The School District shall provide the name of the individual hired, their contact information, and ~~his or her~~ their location of assignment to said steward(s).

6. ARTICLE V – EMPLOYEE RIGHTS Section

5.6 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.

7. ARTICLE V – EMPLOYEE RIGHTS

Section 5.7 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 and the Union complies with District security protocols. The Union may be charged for maintenance, security, and other costs associated with the use of District facilities that the District would not have otherwise incurred.

8. ARTICLE VI – RATES OF PAY Section 6.1

Rates of Pay:

No changes to Subd. 1-5 except for date changes as per Union Proposal 1.

Subd. 6 – Step Placement Upon Hire: An employee who has never been employed in this district, upon initial hire to this bargaining unit, shall receive one step for each two years of applicable experience but shall be placed no higher than Step 3 on the wage schedule.

9. ARTICLE VI – RATES OF PAY Section 6.1

Rates of Pay:

Subd. 7 – Short Staffing Pay: An employee that is directly impacted by an absence or vacancy that is for 6 or more hours of the normal workdays of the absent and/or vacant position in their building or department, when no substitute is hired, shall be paid time and one-half (1 ½) for the entire shift on that day or days.

10. ARTICLE VII – SENIORITY Section 7.2

Seniority Date:

An employee shall accrue seniority upon completion of her or his initial probationary period as per Article XIV, Section 14.1. An employee's seniority date shall be retroactive to their most recent first date of active continuous service in a position in the ~~district bargaining unit~~. The School District shall promulgate a seniority list of all employees in the School District by February 1 of each year. A separate seniority list shall be provided for each type of position: Secretarial, Paraeducator, Custodial/maintenance and food service. An employee who disputes his/her standing on the list may process a grievance pursuant to the grievance procedure.

11. ARTICLE VIII – GROUP INSURANCE

Section 8.2 Health and Hospitalization Coverage:

~~Subd. 1 – Full-Time Employees. The School District will contribute a sum not to exceed \$690 for the 2023 benefit plan year, and \$710 for the 2023-2024 benefit plan year, per month or the premium (whichever is less) toward the premium for single coverage. The School District will contribute a sum not to exceed \$1545 for the 2022-2023 benefit plan year and \$1615 for the 2023-2024 benefit plan year per month toward the cost of the premium for family coverage. Effective upon ratification and approval by the School Board, the School District shall contribute the following insurance contributions towards the Employee's premium per month:~~

<u>Plan:</u>	<u>Single Coverage:</u>	<u>Family Coverage:</u>
<u>High Cost</u>	<u>90% of the premium</u>	<u>75% of the premium</u>
<u>Value</u>	<u>100% of the premium</u>	<u>8</u>

<u>HSA</u>	<u>100% of the premium</u>	<u>5% of the premium</u> <u>100% of the premium</u>
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Employees who are assigned enough hours per week to qualify as a full-time employee as defined in ARTICLE III, Section 3.4 of this Agreement and enroll in the School District's group health and hospitalization insurance plan shall be eligible for said premium contributions. Any additional cost of the premium shall be borne by the employee and paid through payroll deduction.

No changes to Subd. 2-5.

Subd. 6 – For employees electing to take the H.S.A. high deductible plan, the district ~~will contribute any remaining dollar amount after the monthly premium has been paid, into the employee's HSA account.~~ shall contribute the following towards the Employee's HSA account annually:

<u>Coverage:</u>	<u>Amount:</u>
<u>Single</u>	<u>50% of out-of-pocket maximum</u>
<u>Family</u>	<u>50% of out-of-pocket maximum</u>

12. ARTICLE IX – LEAVES OF ABSENCE Section

9.1 Sick Leave:

Subd. 1 – All full-time employees shall be credited with fifteen (15) days of sick leave with pay, or eighty (80) hours of sick leave with pay, whichever is greater. ~~custodial/maintenance employees shall earn sick leave at the rate of fifteen (15) days each year of service in the employ of the School District, at a rate of one and onequarter (1.25) days per month.~~

~~All full-time secretarial, paraeducator and food service employees shall earn sick leave equivalent to one (1) day per month for each month worked in the employ of the School District.~~

Part-time employees shall earn sick leave ~~on a pro-rata basis~~ at the rate of one (1) hour of sick leave for every thirty (30) hours worked.

~~Custodial/maintenance Employees shall accrue sick leave the first (1st) day of the month each month worked. For secretarial, paraeducator and food service employees, all sick time shall be made available for utilization the first (1st) student contact day of the school year.~~

In the event an employee utilizes sick leave in excess of the employee's entitlement for the year (e.g. early separation from employment), said employee agrees to deduct the additional time from employee's final paycheck.

A sick leave day is defined as the number of hours in the employee's regular schedule on the day of absence.

Subd. 2 - Unused sick leave days may accumulate to a maximum credit of one hundred twenty-five (125) days of sick leave per employee.

Subd. 3 - Sick leave with pay shall be allowed by the School District whenever an employee's absence is found to have been due to mental or physical illness, injury, ~~or~~ disability of the employee, the need for medical diagnosis, treatment and preventative care, or in cases of domestic abuse, sexual assault, or stalking of the employee, or for the care of a family member for any of the aforementioned reasons as defined in MN Statute 181.9447. ~~his/her minor child, his/her spouse, or adult child which prevented his/her attendance at work and performance of duties on that day or days. Minor child shall be defined in accordance with applicable State and Federal statutes. As per Minnesota Statutes Section 181.9413, an employee shall be allowed to use sick leave for absences due to illness, injury, or disability of the employee's sibling, parent, grandparent, stepparent, father-in-law, mother-in-law, or grandchild.~~

Subd. 4 - If an employee utilizes sick leave on three (3) or more consecutive work days, exhibits a pattern of sick leave use, a concern is raised that the employee is misusing sick leave, or the use of leave arises in conjunction with a leave not addressed in this Agreement (e.g., FMLA/ADA), the School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, injury, or disability, indicating such absence was due to illness, injury, or disability, 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. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 5 - Sick leave allowed shall be approved and deducted from the unused accumulated sick leave days earned by the employee when the proper forms are received in the School District Office.

Subd. 6 - Sick leave may be utilized during the period of physical disability resulting from a condition of pregnancy or childbirth. The employee will provide the School District with a physician's statement certifying the dates of disability and projected actual delivery. The employee will provide verification of date of birth or adoption via legal certificate. Unpaid leave for childcare purposes may be granted at the discretion of the School District.

Subd. 7 - On June 30th of each year, an employee who has utilized no greater than one (1) day of the employee's earned sick leave in the year just completed (excluding sick leave used for bereavement) and providing the employee has accrued at least one hundred (100) days of sick leave, the employee may request that four (4) days of sick leave be exchanged for one (1) day of vacation or one (1) day of wages at the employee's rate of pay for the school year just completed. An employee may exchange or cash out a maximum of eight (8) days per agreement year. Requests for conversion or cash out must be submitted on the appropriate form and received by the Human Resources Department no later than July 15th.

13. ARTICLE IX – LEAVES OV ABSENCE Section

9.2 Bereavement Leave:

No change to Subd. 1 and 3.

Subd. 2 - For purposes of this Agreement, immediate family shall include only: spouse, spousal equivalent, domestic partner, children, sisters, brothers, parents, father-in-law, mother-in-law, grandparents, and grandchildren, stepfamily, and registered domestic partner.

14. ARTICLE IX – LEAVES OF ABSENCE Section

9.4 Workers' Compensation:

No change to Subd. 1 – 5.

Subd. 6 – The School District shall inform the employee of all requirements and processes involved in the employee's request and subsequent leave from work as a result of an injury compensable under the Workers' Compensation Act.

15. ARTICLE IX – LEAVES OF ABSENCE Section

9.5 Family and Medical Leave:

No change to Subd. 1 – 2.

Subd. 3 - To be eligible for leave pursuant to the Family and Medical Leave Act, the benefits of this section and insurance contribution, an employee must have been employed by the School District for the previous twelve (12) months ~~and must have been employed for at least one thousand two hundred and fifty (1,250) hours during such previous twelve-month period.~~

Subd. 6 – The School District shall inform the employee of all requirements and processes involved in the employee's FMLA Leave request and subsequent FMLA leave.

16. ARTICLE IX – LEAVES OF ABSENCE Section

9.7 Extended Leave of Absence

No change to existing language in section.

The School District shall inform the employee of all requirements and processes involved in the employee's extended leave of absence.

17. ARTICLE IX – LEAVES OF ABSENCE

Section 9.8 Leave of Absence for Recover from Injury or Treatment of Illness Remove entire Section.

18. ARTICLE IX – LEAVES OF ABSENCE Section

9.9 Child Care Leave No change to Subd. 1 – 9.

Subd. 10 – The School District shall inform the employee of all requirements and processes involved in the employee's Child Care Leave.

19. ARTICLE X – HOURS OF SERVICE

Section 10.4 Emergency Closing/Delays: Emergency Cahnge of Regularly Scheduled Workday

Subd. 1 - ~~In the event of emergencies, the supervisor of the custodial/maintenance employee may change the employee's regularly scheduled work day.~~ In the event that the District alters its calendar due to a weather event, public health emergency, or any other circumstance, the District shall continue to pay the full wages for scheduled work hours and benefits of all Custodial/Maintenance employees for the full or partial day closures.

Subd. 2 - ~~Snow days~~ Weather Emergency. In the event (1) schools are closed due to a weather related emergency snow or ice storm, (2) ~~and~~ when attendance is not required of students and professional staff, (3) and the District does not count that day as an instructional day for any students. Custodial/Maintenance employees who report for work will work four (4) hours on this day without salary deduction in accordance with the work schedule established by the School District.

Subd. 3 – E-Learning Days. In the event the District declares an e-learning day, the District shall continue to pay the full wages for scheduled work hours and benefits of all Custodial/Maintenance employees for the duration of the e-learning period. During the elearning period, school employees must be allowed to work from home to the extent practicable, be assigned to work in an alternative location, or be retained on an on-call basis for any potential need. Should any Custodial/Maintenance employees be assigned work in an alternative location, they shall work for four (4) hours on this day without salary deduction.

20. ARTICLE X – HOURS OF SERVICE

Section 10.5 Emergency Closing/Delays: Food Service, Secretarial, and Paraeducators:

Subd. 1 - ~~In the event that school is closed for any emergency or inclement weather, an employee would receive that day's pay only if school is closed after he/she reported for his/her regularly assigned shift time on that day.~~ In the event that the District alters its calendar due to a weather event, public health emergency, or any other circumstance must continue to pay the full wages for scheduled work hours and benefits of all school employees for full or partial day closures. School employees may be allowed to work from home to the extent practicable. No employees shall be made to work mandatory on-site childcare.

Subd. 2 - In the event that school is closed and designated an e-Learning day, the school district shall continue to pay the full wages for scheduled work hours and benefits of all school employees for the duration of the e-learning period. During the e-learning period, school employees must be allowed to work from home to the extent practicable, be assigned to work in an alternative location, or be retained on an on-call basis for any potential need. On e-Learning days, no employee shall be made to work mandatory, onsite childcare.

21. ARTICLE X – HOURS OF SERVICE Section

10.8 Holidays:

Subd. 1 - Employees will receive pay for the following holidays if the holiday falls within their work year:

Independence Day	Christmas Day
Labor Day	<u>New Year's Eve Day</u>
Thanksgiving Day	New Year's Day
Friday after Thanksgiving	Good Friday
Christmas Eve Day	Memorial Day
	<u>Juneteenth</u>

Clarify in bargaining notes that Labor Day falls within the work year for EAs.

22. ARTICLE X – HOURS OF SERVICE Section

10.11 Uniform/Footwear Allowance:

The School District shall reimburse custodial/maintenance and food service employees for the cost of footwear and/or clothing up to ~~one three hundred fifty~~ one hundred fifty dollars (\$~~15300~~ 150) per school year payable no later than thirty (30) days after receipt or receipts are submitted to the accounts payable department. All purchases must be complete and receipts submitted no later than December 31st of each year. Footwear purchased by food service employees shall remain at work until replaced or the completion of the school year.

23. ARTICLE X – HOURS OF SERVICE Section

10.12 Safety:

No changes to Subd. 1-2.

Subd. 3 – Safety Equipment. The School District shall provide and make available a sufficient number of personal safety and protective equipment (PPE), including but not limited to matts, arm guards, shin guards, blocking pads, face shields, protective gloves, and Carhartt or Kevlar jackets, to ASD, DCD, and EBD paraeducators.

24. ARTICLE XI – JOB VACANCIES Section 11.1

Job Posting:

New positions or vacancies will be posted online for a period of five (5) days. Notice of the posting will be emailed to members of the bargaining unit. Applications of the interested parties are to be completed online. The leading candidates (“finalists”) whose background and abilities best meet the requirements of the posted position, as determined by the School District, will be called in for an interview.

The hiring supervisor will recommend the senior leading candidate. Seniority shall prevail for all positions and it will be filled by the senior qualified employee, if the employee is applying for a position within his/her original classification series (secretarial (A13), secretarial (B21), secretarial (B21/22), secretarial (B22), paraeducator, custodial/maintenance, cook (A12, A13) and cook (B21).

The School District will notify any Union applicant not granted a position, and the Union stewards, of the School District’s hiring decision no later than the start date of the applicant awarded the position. An applicant has the right to request the reasoning behind the administration's rejection of the applicant with the intent being to increase or correct any qualifications that are lacking in order to be considered in future job postings.

~~If the School District is reassigning a secretarial or paraeducator employee to a different school building, the School District will give the employee five (5) working days advance notice of the reassignment.~~

Section 11.2 Reassignment:

Section 5. Reassignment Meet and Review:

When staffing needs increase in one site and decrease in another requiring staff to be reassigned, the District shall follow the following process:

1. Staff in the site seeing the decrease in the number of staff shall first be asked for a volunteer(s) to move to the site adding staff.
2. Should no one volunteer and/or there are not enough volunteers, the District shall reassign in reverse seniority order from the building reducing staff.
3. When a reassignment occurs as a result of 1 and 2 above and a position or positions are added at the site reduced within the next school year, those impacted shall have first right of refusal to go back to a same or similar position.

Prior to the final approval of the staff reallocation recommendation for a reason other than listed above, the District agrees to meet and review the process and their reasoning for the reassignment.

25. ARTICLE XII – GRIEVANCE PROCEDURE

Section 12.1 Grievance Definition:

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, law, statute, or policy of the School District.~~

No change to Sections 12.2-12.3

Section 12.4 Time Limitation 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 the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after ~~the date the~~ employee's or union's knowledge of the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver of that grievance. Failure to appeal a grievance from one level to another within the time periods provided below 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.

26. ADDITIONAL ITEMS

- a. Renew MOU on Staff Development
- b. Renew MOU on Kid's Club Discount, amend to include all employees.
- c. Discuss EA training
- d. Discuss Employee Orientation materials
- e. Discuss nurses providing first aid to employees, possible proposal coming soon.

27. APPENDIX A – SALARY SCHEDULE

B23 POSITIONS

Lead Custodian
Administrative Assistant
Paraeducator
Health Assistant

A13 POSITIONS

Ala Carte Cook ~~Office~~
~~Specialist~~
Office Assistant

B22-1 POSITIONS

~~Administrative Assistant~~
Program Secretary

B22/21 POSITIONS

~~Paraeducator~~
~~Health Assistant~~
Custodian Groundskeeper
Office Specialist – Media
Office Specialist

A12 POSITIONS

Nutrition Assistant

B21 POSITIONS

~~Program Secretary~~
Second Cook

Amend 2024-2025 School Year Hourly Pay Rates to reflect 2\$ increase.

Amend 2025-2026 School Year Hourly Pay Rates to Reflect a 5% increase.

28. APPENDIX B – SALARY SCHEDULE

Boiler License:

The School District will pay the following rate per hour over basic schedule for hold the boiler license.

~~2020-2022~~

Chief \$ ~~.40~~ 1.00 1st Class
\$ ~~.30~~ 0.85 2nd Class
\$ ~~.20~~ 0.75

The District reserves the right to determine the number of employees receiving the premium pay for Chief Boiler License based upon District need. Therefore, to receive premium pay for a Chief Boiler License, the employee must request and receive District approval prior to securing the Chief Boiler License or the District will be under no obligation to pay the employee the premium.

Weekend and Holiday Building Checks:

- A. one hour overtime pay for weekends
- B. Two hours overtime pay for holiday

Emergency Call Back:

3 hours minimum overtime

Night Shift Premium:

\$ ~~.80~~ 1.50 per hour

Pool Pay Differential:

Any employee who is responsible for the maintenance of any School District swimming pool during their shift shall be paid at \$ ~~.25~~ .50 per hour for their entire shift.

All items are retroactive to July 1, 2024.