

AGREEMENT

ARTICLE I

THIS AGREEMENT MADE, AND ENTERED INTO, THIS 2 day of July, 2025, by and between the Minot Public School District #1 of Ward County, of the State of North Dakota, hereinafter referred to as the Employer; and Chapter 52, an affiliate of the North Dakota United-Public Employees Local 4660, American Federation of Teachers, National Education Association, an affiliate of the American Federation of Labor, Congress of Industrial Organizations, hereinafter referred to as the Union, shall be effective as of the 1st day of July, 2025 and remain in effect from year to year hereafter unless changed or terminated in the manner prescribed herein.

ARTICLE II CHECK-OFF DUES

Upon the submission of written authorization forms by the Union, the Employer agrees to deduct from the wages and submit to the Union at regular intervals, monies equal to the amount of regular dues and service charges that have been deducted.

It shall be the responsibility of the Financial Secretary to submit to the Employer dues check-off cards of new members and keep the employer informed of members retiring and so forth.

ARTICLE III WORK WEEK

The workweek shall be defined as 12:00 a.m. Sunday to 11:59 p.m. Saturday. Please refer to Board Policy regarding Hours Worked and Overtime. An Employee's normal work schedule shall be 5 consecutive days (40 hours)

ARTICLE IV TRAVEL RATES

General Services Administration rates as of July 1 of each year of this contract will apply per mile on 30 miles will be paid to employees at Minot Air Force Base Schools.

ARTICLE V EXAMINATION OF RECORDS

The Union shall have the right to examine payroll records in any dispute over wages and hours.

ARTICLE VI TIME OUT FOR UNION DUTIES

The Employer will grant no more than five working days per year with pay to the Union for the Union to use in compensating its designees to attend a labor convention every other year or serve in any other capacity on official Union business, without discrimination nor loss of seniority.

ARTICLE VII JOB STEWARD

The Employer recognizes the right of the Union to designate a job steward/alternate, who shall be employees of the Employer, to handle such Union business as may be necessary, such work not to be done during normal working hours.

ARTICLE VIII LEAVES

FUNERAL LEAVE

Not to exceed five (5) days, shall be granted for the death of an employee's spouse, domestic partner, or any other relative permanently residing in their household, mother, father, step-parent, child, step child, grandchild, sibling or step-sibling plus necessary travel time as approved by the Superintendent or designee, without loss of pay.

Not to exceed three (3) days, shall be granted for the death of an employee's grandparent, great grandparent, and all the following in-laws: father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent-in-law and great grandparent-in-law, plus necessary travel time as approved by the Superintendent or designee, without loss of pay.

Funeral leave is extended to include and not to exceed one day with no deduction for funerals of uncles and aunts (uncles-in-law and aunts-in-law not included), and nieces and nephews and funerals at which the employee is pallbearer. If less than a full day is required for this purpose, it is assumed the employee will evaluate the situation accordingly. Paid travel time is not provided for the funeral leave of uncles, aunts, nieces and nephews and funerals at which the employee is a pallbearer.

SICK LEAVE

Ten (10) days of personal sick leave for the first year in the Minot Public School System and ten (10) days of sick leave for each succeeding year, cumulative to one hundred eighty (180) days, shall be allowed (every regular employee of the Minot Public School System) without any deduction in pay for the sick leave period to which the employee is entitled. (Illness of members of one's family other than himself not included.)

Brief temporary illness for less than a half day to be handled by the employee's principal. At the opening of school for an employee in the first year, 10 days sick leave shall be credited to the employee upon which to draw. If the employee does not complete the school year, and has used more than the proportionate number of sick leave days at the time of leaving the school's employ, one day's salary shall be deducted from the remaining pay for each sick leave day used over the number to which the employee is entitled. For example, if an employee leaves at the end of the first semester and has used 10 days of sick leave, 5 full day's pay shall be deducted from the final check.

Up to seven (7) days of sick leave in any one year may be taken for illness of spouse, parents, dependents, and children/stepchildren. Other family illnesses will be considered Emergency leave.

Employees may be required to provide a medical certificate signed by a medical doctor when sick leave is used. If a medical certificate is requested by the district for sick leave used outside the scope of an employee's use of FMLA the district will reimburse the employee for doctor/clinic charges that otherwise would not have occurred if not for the aforementioned request to acquire a medical certificate.

Deliberate misuse of the sick leave may constitute cause for dismissal proceedings.

Full time employees with 15 years of continuous service in the Minot Public Schools and who have met the requirements to qualify for retirement under the N.D. Public Retirement System will be reimbursed at the rate of \$20.00 per day for unused accumulated sick leave, not to exceed 180 days, provided that they submit a letter of resignation three (3) months prior to their final date of employment.

Final interpretation of the following situations must be made by the Business Manager.

PERSONAL LEAVE: Employees governed by this contract will be granted the same personal leave as all other classified employees in the Minot Public Schools. Refer to the Classified Employee Payroll/Benefits Information for details.

EMERGENCY LEAVE: A total of five (5) days in any one year may be taken for emergency leave which 1/2 days' pay shall be deducted for each day of emergency leave used, not cumulative above 5 days. The purpose of this provision is to allow for the absence of the employee who cannot logically be absent at school expense or for which the employee should be charged a full day's pay. Final interpretation of this situation must be made by the Business Manager.

VACATIONS

Full-time employees (40 hours/12 months):

A. After six months continuous employment the employee is granted one (1) week paid vacation plus one day for each 26 working days worked prior to July 1. After one full year employee is granted two (2) weeks paid vacation. This is calculated on the basis of 5 working days per week and 260 working days per year, (52 x 5 = 260). Unless employment continues until July 1, the one -weeks' vacation for the first 6 months shall not apply.

B. Full -time employees who have 7 or more years of continuous service shall be entitled to 1 1/2 times the above rate, or three (3) weeks paid vacation for the 8th year worked.

C. Full -time employees who have 14 or more years of continuous service shall be entitled to 2 times rate A, or four (4) weeks paid vacation for the 15th year worked.

Part-time employees (less than 40 hours and/or less than 12 months): No vacation benefits are given.

Other:

A. If a regularly paid holiday falls during a full week of scheduled vacation, one additional day of vacation may be taken.

B. All vacation plans must have the approval of the immediate supervisor with final interpretation made by the Business Manager.

C. Whenever practicable, length of service will be considered when determining choice of vacation time.

D. A maximum of five (5) days of unused vacation leave can be carried forward to the next fiscal year (ending June 30) if job circumstances do not allow full use of the vacation incurred in a given year.

ARTICLE IX

Employees leaving the services of the Employer must give two (2) weeks written notice or pay a \$100.00 fine, to be deducted from the Employees check by the Employer.

The Employer shall give all employees on the seniority list two (2) weeks written notice of discharge or lay off, or in lieu of such notice, pay two (2) weeks' severance pay.

ARTICLE X

SENIORITY AND VACANCIES

Seniority shall prevail in the layoffs and rehires of the employees under this contract in each category.

Upon layoff and subsequent rehire within 12 months, an employee shall regain his/her original starting date for purposes pertaining to seniority, wages and benefits.

The employer shall provide the Union a Seniority List.

It is the goal of the Minot Public Schools to hire the best applicant for all positions in the Minot Public School District #1. Full time employees governed by this contract will only be considered for vacant positions of equal length of their current employment (12 month employees may only apply for 12 month vacancies and less than 12 month employees may only apply for less than 12 month position vacancies) The following procedure will be used to fill any vacancies for positions covered under this agreement within the M.P.S.D. #1:

1. All positions will initially be posted within the school district for current employees at the time a vacancy occurs.
2. All interested current employees covered by this contract are required to make application for the vacancy at the time the position is posted. Applications received after the posted deadline will not be considered for the vacancy. Applicants should only apply for positions for which they are qualified.
3. The supervisor shall select a minimum of three (3) in-house applicants that he/she deems most qualified (assuming there are three). There will be no maximum. Selected applicants shall be given consideration for the vacancy through an interview by the respective supervisor. If an in-house applicant is hired, the hiring process for the posted vacancy would end and the newly created vacancy would be posted. If however, in the opinion of the supervisor, a suitable candidate is not found within the district, the position will then be

advertised outside the district and filled in the same manner as any other vacancy in the district.

A job opening/vacancy is defined as follows:

- A. When a position is added that did not exist the previous year.
- B. When a position that was part-time becomes full time
- C. When the original start time changes by more than four (4) hours.
- D. When the days of the week regularly scheduled to work changes, excluding summer months.
- E. When the building(s) assignment changes.
- F. When a position changes from nights to days, or vice versa.
- G. When, at the employer's discretion, a full -time position becomes vacant due to an employee's end of employment.

Any appeal of this procedure will immediately be brought to the office of the Business Manager, with a decision from that office being the final determination.

ARTICLE XI PHYSICAL EXAMINATIONS

New applicants must furnish physical fitness reports from a physician at the school's expense, if directed by the Employer.

ARTICLE XII

Employer agrees that all conditions of employment relating to wages and hours of work shall be maintained at not less than the highest minimum standard provided for at the effective date of this Agreement.

ARTICLE XIII LIMITATION ON STRIKES AND WALKOUTS

The Union and Employer agree that there shall be no strike or walkout without first using all possible means of peaceful settlement of any controversy which might arise. Under no circumstances shall employees covered by this Agreement be required to strike because of any dispute between the Union and any other Employer. This provision shall not be interpreted as a waiver by Employer, of its full rights as a public corporation to be protected from any form of work stoppage.

ARTICLE XIV TERM OF AGREEMENT

Either party desiring to change or terminate this agreement may notify the other in writing at least sixty (60) days prior to June 30 of any year. When notice for changes only is given, the nature of the change desired must be specified in the notice; and until a satisfactory conclusion is reached, in the matter of such changes the original provision shall remain in full force and effect.

ARTICLE XV

The Employer agrees not to enter any Agreement with employees, individually, which in any way conflicts with the terms or provisions of this Agreement.

ARTICLE XVI GRIEVANCE PROCEDURE

Any grievance or complaint by an employee that there has been a violation, misinterpretation or an inequitable application of this contract shall be handled in the following manner:

Initial Action - a form provided by the Union shall be filled out by the grievant and presented to either the Union President or the Executive Board, who shall upon review, decide if any movement to the next step shall be taken.

Should the Union President or the Executive Board elect to move forward with the grievance, the procedure as outlined in the Minot Public School District Policy will be followed.

ARTICLE XVII
HOLIDAYS

Labor Day, Veterans Day, Thanksgiving & Thanksgiving Friday, Christmas Day and New Year's Day & the day prior to or the day following as agreed upon by the supervisor, unless such is a school day, spring vacation of 2 days, Good Friday, Easter Monday, Memorial Day, 4th of July and the day prior to or the day following as agreed upon by the supervisor. If any of these holidays fall on a Saturday or Sunday, the day preceding Saturday or following Sunday shall be taken as a paid holiday, unless there is school, then it cannot be given. If for storm make-up, school must be held on any of these holidays, then they cannot be given. To be paid for a holiday, the employee must have been on payroll the day before and the next working day following the holiday.

ARTICLE XVIII
HEALTH INSURANCE

The anniversary date of the health insurance plan is January 1 of each year.

The district will offer employees the choice of a PPO 250 deductible or a qualified High Deductible Health Plan (HDHP) including a 100% co-insurance that complies with all IRS and federal guidelines to qualify for pairing with a Health Savings Account (H.S.A.)

Under the PPO 250 plan the employee will contribute up to the following percentage of premium for health insurance benefits for full time employees and the employer will pay the remaining balance of the premium:

<u>Type of Plan</u>	<u>Employee contribution</u>
Single	4.7%
SPD	5.5%
Family	10.7%
2 Employee Family	0%
2 Employee Single	0%

Under the HDHP the employee will contribute up to the following percentage of premium for health insurance benefits for full time employees and the employer will pay the remaining balance of the premium plus the contribution to the H.S.A. listed below:

<u>Type of Plan</u>	<u>Employee contribution to Premium</u>	<u>Employer HSA contribution</u>
Single	4.7%	\$1,509
SPD	5.5%	\$2,634
Family	10.7%	\$3,678
2 employee family	0%	\$5,566/Total
2 Employee Single	0%	\$1,509 each employee

Contributions to the employees' HSA will be on a monthly basis with 1/12 of the annual employer contribution deposited into the employees' accounts each month. The amount of the health insurance premium deducted from the employee's salary may be Premium Converted. No combination of the employer and employee costs for health insurance, health savings accounts and flexible spending account may exceed the annual Cadillac Tax threshold included in Federal Law (Affordable Care Act).

ARTICLE XIX
HONORARIUM

Provided that a letter of resignation is submitted three (3) months prior to their final date of employment, an honorarium shall be paid to any full-time employee (full time is defined as regular schedule of 32 hours per week 9, 10, 11 or 12 months per year), upon separation from employment, with 15 years of continuous service in the Minot Public School System. There shall be a payment of the amount of \$1,000.00 for the minimum of 15 years, plus \$50.00 for every additional year in the Minot Public Schools.

ARTICLE XX
HEALTH INSURANCE – RETIRED EMPLOYEES

An employee who retires after at least fifteen years of employment credit in the district shall be eligible to continue participation in the district's group health insurance plan at his/her own expense until age 65. The employee shall be responsible for making appropriate arrangements with the district concerning payment of premiums.

ARTICLE XXI
DISABILITY INSURANCE

A long-term disability plan is available through payroll deduction.

ARTICLE XXII
RETIREMENT

It is mandatory that all classified personnel become members of the North Dakota Public Employees Retirement System. (Minimum of 20 hours per week/ 5 months)

ARTICLE XXIII
LIFE INSURANCE

The Employer shall furnish a \$10,000 term life insurance policy to each employee who is eligible for this benefit. Employees insured above shall have the option of purchasing \$20,000, \$40,000, or \$60,000 additional term life insurance.

ARTICLE XXIV
BUILDING CHECK EMPLOYEES

Weekend building check people employed by the Minot Public School District after July 1, 1990 shall be paid at the first year wage scale and remain there until one year of full time, 40 hours per week service. All part time building check employment prior to a full time position with the Minot Public School District will not be counted toward the first year wage rate on the schedule. (Eligible for travel pay between buildings at the state rate per mile as approved by the Business Manager)

ARTICLE XXV
FRINGE BENEFITS 9, 10, OR 11 MONTHS EMPLOYEES - Minimum 32 hours per week

A flexible schedule employee (less than 32 hours) who works more than 13 consecutive weeks at 32 hours or more then qualifies for fringe benefits.

LEAVES

Sick Leave: Ten (10) full days of personal sick leave for the first year in the Minot Public Schools and ten (10) full days of sick leave for each succeeding year, cumulative to one hundred eighty (180) days.

Up to seven (7) days of sick leave in any one year may be taken for illness of spouse, parents, dependents, and children/stepchildren. Other family illnesses will be considered Emergency leave.

Employees may be required to provide a medical certificate signed by a medical doctor when sick leave is used. If a medical certificate is requested by the district for sick leave used outside the scope of an employee's use of FMLA the district will reimburse the employee for doctor/clinic charges that otherwise would not have occurred if not for the aforementioned request to acquire a medical certificate.

Deliberate misuse of the sick leave may constitute cause for dismissal proceedings.

Funeral Leave: Not to exceed five (5) days, shall be granted for the death of an employee's spouse, domestic partner, or other relative permanently residing in their household, mother, father, step-parent, child, step child, grandchild, sibling or step-sibling plus necessary travel time as approved by the Superintendent or designee, without loss of pay.

Not to exceed three (3) days, shall be granted for the death of an employee's grandparent, great grandparent, and all the following in-laws: father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent-in-law and great grandparent-in-law, plus necessary travel time as approved by the Superintendent or designee, without loss of pay.

Funeral leave is extended to include and not to exceed one day with no deduction for funerals of uncles and aunts (uncles-in-law and aunts-in-law not included), and nieces and nephews and funerals at which the

employee is pallbearer. If less than a full day is required for this purpose, it is assumed the employee will evaluate the situation accordingly. Paid travel time is not provided for the funeral leave of uncles, aunts, nieces and nephews and funerals at which the employee is a pallbearer.

EMERGENCY LEAVE: A total of five (5) days in any one year may be taken for emergency for which 1/2 days' pay shall be deducted for each day of emergency leave used, not cumulative above 5 days. The purpose of this provision is to allow for the absence of the employee who cannot logically be absent at school expense or for which the employee should be charged a full day's pay. Final interpretation of this situation must be made by the Business Manager.

PERSONAL LEAVE: Employees governed by this contract will be granted the same personal leave as all other classified employees in the Minot Public Schools. Refer to the Classified Employee Payroll/Benefits Information for details.

HOLIDAYS

Labor Day, Veterans Day, Thanksgiving Day, Thanksgiving Friday, Good Friday, Easter Monday, Memorial Day, and Spring Vacation (2). If any of these holidays fall on a Saturday or Sunday, the day preceding Saturday or following Sunday shall be taken as a paid holiday, unless there is school, then it cannot be given. To be paid for a holiday, the employee must have been on payroll the day before and the next working day following the holiday.

HEALTH INSURANCE

The anniversary date of the health insurance plan is January 1 of each year. Less than 12 month employees under this contract who are eligible for health ins. benefits will have their benefit calculated in the same manner as other similarly classified MPS employees.

The district will offer employees the choice of a PPO 250 deductible or a qualified High Deductible Health Plan (HDHP) including a 100% co-insurance that complies with all IRS and federal guidelines to qualify for pairing with a Health Savings Account (H.S.A.)

Under the PPO 250 plan the employee will contribute up to the following percentage of premium for health insurance benefits for full time employee and the employer will pay the remaining balance of the premium:

<u>Type of Plan</u>	<u>Employee contribution</u>
Single	4.7%
SPD	5.5%
Family	10.7%
2 Employee Family	0%
2 Employee Single	0%

Under the HDHP the employee will contribute up to the following percentage of premium for health insurance benefits for full time employee and the employer will pay the remaining balance of the premium plus the contribution to the H.S.A. listed below:

<u>Type of Plan</u>	<u>Employee contribution to Premium</u>	<u>Employer HSA contribution</u>
Single	4.7%	\$1,509
SPD	5.5%	\$2,634
Family	10.7%	\$3,678
2 Employee Family	0%	\$5,566/Total
2 Employee Single	0%	\$1,509 each employee

Contributions to the employees' HSA will be on a monthly basis with 1/12 of the annual employer contribution deposited into the employees' accounts each month. The amount of the health insurance premium deducted from the employee's salary may be Premium Converted. No combination of the employer and employee costs for health insurance, health savings accounts and flexible spending account may exceed the annual Cadillac Tax threshold included in Federal Law (Affordable Care Act).

LIFE INSURANCE

Life: The Minot Public Schools will furnish a \$10,000 term life insurance policy to each employee who is eligible for this benefit. Employees insured above shall have the option of purchasing \$20,000, \$40,000, or \$60,000 additional term life insurance. Each employee must pay, to the district, the full premium for weeks not working.

PAY PROCEDURE

All 9, 10, 11-month employees are paid twice each month, on the 15th of the month or the nearest working day and on the last working day of the month, if it remains workable.

Longevity pay is \$.10 per hour for each year of service over 5 years. There is no maximum for longevity pay. The cut-off date for length of service shall be December 31.

ARTICLE XXVII WAGES 2025-2026

<u>Classification</u>	<u>First Year</u>	<u>Second Year</u>	<u>Third Year</u>	<u>Fourth Year</u>	<u>Fifth Year</u>
Electrician	28.15	29.43	30.70	32.07	33.51
Plumber/ HVAC	28.15	29.43	30.70	32.07	33.51
Carpenter	26.73	28.01	29.27	30.64	32.08
Fleet Technician	26.73	28.01	29.27	30.64	32.08
Electronic Technician	26.73	28.01	29.27	30.64	32.08
Custodial Coord/Util Crew Lead ¹	27.85	29.09	30.36	31.74	33.17
Utility Crew	22.81	23.91	25.05	26.20	27.49
Painter	24.90	26.18	27.44	28.79	30.25
Custodian Lead -person ¹	24.90	26.18	27.44	28.79	30.25
Night Custodian ³	21.23	22.34	23.40	24.53	25.77
Custodian	21.11	22.16	23.21	24.33	25.56
Bus Driver	21.11	22.16	23.21	24.33	25.56
Part Time Summer	21.11				
Extra-Curricular Bus Driver ⁴	25.56				

1. Lead-person - when four or more custodians are assigned to one person, one may be designated lead-person at the discretion of the employer.
2. Supervisor - when four or more people are assigned to one person, one may be designated supervisor at the discretion of the employer.
3. Night Custodian is any full -time employee regularly scheduled to start working on or after 12:00 p.m.
4. Extra-Curricular Bus Driving is defined as any travel outside of the district to support school sponsored events (trips to and from the MAFB are not considered extracurricular). The Extra Curricular Bus Driver wage does not apply to regular route drivers.
5. Bus Driver Trainers shall be paid at a rate \$2.00 per hour higher than their normal driving rate when performing activities related to the training of new bus drivers.

6. Any full-time custodian working in 2 buildings will receive \$.10 per hour more than the shown rate
7. Any full-time custodian working in 3 buildings will receive \$.15 per hour more than the shown rate.
8. Master licensed plumbers and electricians will be placed on Fourth Year of Service Pay Schedule.
9. Journeyman plumbers, journeyman electricians, ASE certified fleet technicians , city licensed HVAC, and Bus Drivers with a Commercial Driver's License with all required endorsements will be placed on Third Year of Service Pay Schedule.

The undersigned agree to the 2025-2026 Agreement:

Dated the 2 day of July, 2025

For North Dakota United, Chapter 52



For the Minot Public Schools


