

INDEPENDENT SCHOOL DISTRICT 750

COLD SPRING, MINNESOTA

2025-2027~~2023-2025~~ AGREEMENT

SALARY SCHEDULE

AND

TERMS AND CONDITIONS OF EMPLOYMENT

**BOARD APPROVED:** ~~June 10, 2024~~

## CLASSIFIED EMPLOYEES

### ~~2025-2026~~2023-2024 TERMS AND CONDITIONS OF EMPLOYMENT ARTICLE I

#### BASE HOURLY SALARY RATES

Section 1. The following base hourly salary rates shall be in effect for the periods commencing July 1, 202~~5~~3 through June 30, 202~~6~~4. Employees must be hired before January 15 in any school year to advance a step the following year. Up to two years of outside experience will be considered. Designation of groups shall be determined by the Pay Equity Plan.

GROUP POINTS	I <90	II 90-99	III 100-109	IV 110-120	V 121-130	VI 131-145	VII 146-159	VIII 160-183
	Hall Monitor		Cleaner		Cook/Baker	Attendance Asst	Head Cook	Head Custodian (6-12)
	Lunch Room Monitor		Laundry		Custodian	Administrative Asst - Sped	Head Custodian	Head Cook (6-12)
	Mail Route		Cooks Helper		Duplicating/Lunch Clerk	Childcare Site Leads	Administrative Asst	Administrative Asst (6-12)
							Groundskeeper	Multicultural Liaison
							Technology Asst	Administrative Asst (CSE)
							Guidance Office Asst.	Head Custodian (CSE)
							Activities Asst	Business Office Asst - Accounts Payable
								Business Office Asst - Payroll
								Maintenance Specialist
								Community Ed Asst
2025-2026 SALARY RANGES								
GROUP STEP	I	II	III	IV	V	VI	VII	VIII
1	\$15.96	\$16.73	\$17.20	\$17.50	\$17.74	\$18.26	\$19.11	\$20.37
2	\$16.51	\$17.31	\$17.96	\$18.28	\$18.63	\$19.21	\$20.15	\$21.51
3	\$17.07	\$17.91	\$18.84	\$19.09	\$19.68	\$20.28	\$21.29	\$22.75
4	\$17.67	\$18.56	\$19.73	\$20.01	\$20.76	\$21.41	\$22.48	\$24.07
5	\$18.27	\$19.24	\$20.69	\$20.98	\$21.90	\$22.64	\$23.81	\$25.50

## CLASSIFIED EMPLOYEES

### 202~~6~~-202~~7~~<sup>4</sup>-202<sup>5</sup> TERMS AND CONDITIONS OF EMPLOYMENT ARTICLE I

#### BASE HOURLY SALARY RATES

Section 1. The following base hourly salary rates shall be in effect for the periods commencing July 1, 202~~6~~<sup>4</sup> through June 30, 202~~7~~<sup>5</sup>. Employees must be hired before January 15 in any school year to advance a step the following year. Up to two years of outside experience will be considered. Designation of groups shall be determined by the Pay Equity Plan.

	Lunch Room Monitor		Laundry		Custodian	Administrative Asst -	Head Custodian	Head Cook (6-12)
	Mail Route		Cooks Helper		Duplicating/Lunch Clerk	Sped	Guidance Office Asst	Administrative Asst (6-12)
						Administrative Asst-MS	Groundskeeper	Multicultural Liaison
						Childcare Site Leads	Technology Asst	Administrative Asst (CSE)
							Activities Asst	Head Custodian (CSE)
								Business Office Asst - Accounts Payable
								Business Office Asst - Payroll
								Maintenance Specialist
								Community Ed Asst
<b>2026-2027 SALARY RANGES</b>								
GROUP	I	II	III	IV	V	VI	VII	VIII
STEP								
1								
2	\$16.76	\$17.57	\$18.23	\$18.55	\$18.90	\$19.49	\$20.45	\$21.83
3	\$17.33	\$18.18	\$19.12	\$19.38	\$19.97	\$20.58	\$21.61	\$23.09
4	\$17.93	\$18.84	\$20.02	\$20.31	\$21.07	\$21.73	\$22.82	\$24.43
5	\$18.54	\$19.53	\$21.00	\$21.30	\$22.23	\$22.98	\$24.16	\$25.88
6	\$19.28	\$20.31	\$21.84	\$22.15	\$23.12	\$23.90	\$25.13	\$26.92

Section 2. Certification: Members of the classified staff who earn certification through a recognized program or hold a related 2-year or more degree, will be awarded additional certification compensation. The certification compensation will be paid in addition to the base rate of pay.

Subd. 1. Verification of certification must be submitted for a change in compensation. A minimum of five working days from the submission date is required to process the change for payroll.

Subd. 2. Food Service Employee Certification: The ROCORI District will recognize certification through the School Nutrition Association (SNA). The district will pay the SNA membership fee for employees who are certified. The employee is responsible to pay the certification maintenance fee. SNA offers four levels of certification through its programs along with a School Nutrition Specialist (SNS) credential. All cooks would be eligible for compensation with the SNS credential. All head cooks are required to have a Level 2 Certification by the start of their 2<sup>nd</sup> year as a head cook. The district will offer compensation for the certification as follows:

Certification Level	Additional pay per hour 2025-2026	Additional pay per hour 2026-2027
Level 1 Certification	0.80 per hour	0.80 per hour
Level 2 Certification	0. <del>90</del> <sup>85</sup> per hour	0. <del>95</del> <sup>85</sup> per hour
Level 3 Certification	<del>1.00</del> <sup>90</sup> per hour	<del>1.05</del> <sup>90</sup> per hour
Level 4 Certification	1. <del>15</del> <sup>00</sup> per hour	1. <del>30</del> <sup>00</sup> per hour
School Nutrition Specialist	1. <del>34</del> <sup>40</sup> per hour	1. <del>54</del> <sup>40</sup> per hour

Subd. 3. Classified Certification: The ROCORI District will recognize professional certification, focused educational programs, and completed college credits for two or four year degree programs.

Any employee submitting information for the first time to qualify for certification pay must submit proof of the degree or proof of credits to the District for approval. The pay differential for the degree will be paid in addition to the base rate of pay.

- A. Microsoft Expert certification will be considered for additional certification compensation.
- B. The ROCORI School District recognizes the impact of the Skyward software system on District structure and operations. When Skyward certification processes are available, the District will acknowledge certification compensation for this training.
- C. Compensation for the college credits, degree and/or certification will be offered as follows:

	<u>2025-2026</u>	<u>2026-2027</u>
1. Diploma/Certificate	\$0. <del>75</del> <sup>50</sup> per hour	<del>\$1.00</del> per hour

2. AA degree or college credit equivalent ~~\$1.000.75~~ per hour \$1.25 per hour
3. Four-year degree ~~\$1.2500~~ per hour \$1.50 per hour

Subd. 4. Custodial/Maintenance Certification: The ROCORI District recognizes that particular training and/or certification enhances the work of the custodial and maintenance staff. The ROCORI District will recognize professional certification, focused educational programs, and completed two or four year degree programs. The employee is responsible to pay the certification or license maintenance fee. As a general rule, if the District is responsible for the cost of training the employee is not eligible for the certification compensation. All certification should be pre-approved by the Director of Buildings and Grounds. Employees will have the opportunity to receive the additional certification pay upon proof of completion to the Director of Buildings and Grounds. The certification pay will be effective on the following payroll after proof of completion is submitted.

Certifications Available	Additional pay per hour 2025-2026	Additional pay per hour 2026-2027
Boiler license-Special	<del>\$0.7550</del> per hour	<del>\$1.000.75</del> per hour
Boiler license-2-C	<del>\$1.000.50</del> per hour	<del>\$1.150.75</del> per hour
Boiler license-1-C	<del>\$1.150.65</del> per hour	<del>\$1.250.90</del> per hour
Boiler license-Ch-C	<del>\$1.250.75</del> per hour	<del>\$1.504.00</del> per hour
Unlicensed Electrician Certification	<del>\$0.7550</del> per hour	<del>\$1.00.75</del> per hour
Fork Lift Certification	<del>\$0.7550</del> per hour	\$0.75 per hour
Scissor- <del>Aerial</del> Lift Certification	<del>\$0.7550</del> per hour	\$0.75 per hour
Asbestos Awareness Certification	<del>\$0.7550</del> per hour	\$0.75 per hour
Weed Control Certification	<del>\$0.7550</del> per hour	\$0.75 per hour
Playground Certification	<del>\$1.00.50</del> per hour	<del>\$1.00 0.75</del> per hour
Pool Certification	<del>\$1.100.60</del> per hour	<del>\$1.25 0.85</del> per hour

Section 3. Salary Differentials: The following salary differentials shall be paid in addition to the base hourly salary rates.

Night Shift: ~~\$1.250.75~~ per hour for 202~~53~~-202~~64~~ ~~\$1.5000~~ per hour for 202~~64~~-202~~75~~

Section 4. Night Shift Differential: ~~Night Shift differential shall be paid for all hours worked on a minimum six hour shift which begins after 12 p.m.~~

Night Shift Secondary Building Lead Custodian:

\$10.2550 per hour for 2025-2026~~3-2024~~    \$1.5000 per hour for 2026-2027~~4-2025~~

Longevity: After five (5) years of continuous, regular service in the ROCORI School District (not including work as a substitute employee), employees are eligible to receive longevity pay. Longevity starts over at year 1 for years of service when there is a break in service from the employee.

Effective July 1, 2025~~3~~

Beginning 6 <sup>th</sup> year through 10 years of completed service	\$0. <u>8555</u>
Beginning 11 <sup>th</sup> year through 15 years of completed service	\$1. <u>3500</u>
Beginning 16 <sup>th</sup> year through 20 years of completed service	\$1. <u>7030</u>
Beginning 21 <sup>st</sup> year through 25 years of completed service	\$ <u>2.051.60</u>
Beginning 26 <sup>th</sup> year through 30 years of completed service	\$ <u>2.401.90</u>
Beginning 31 <sup>st</sup> year of service	\$2. <u>7520</u>

Effective July 1, 2026~~4~~

Beginning 6 <sup>th</sup> year through 10 years of completed service	0. <u>9080</u>
Beginning 11 <sup>th</sup> year through 15 years of completed service	1. <u>430</u>
Beginning 16 <sup>th</sup> year through 20 years of completed service	1. <u>765</u>
Beginning 21 <sup>st</sup> year through 25 years of completed service	2. <u>190</u>
Beginning 26 <sup>th</sup> year through 30 years of completed service	2. <u>435</u>
Beginning 31 <sup>st</sup> year of service	2. <u>870</u>

Board approved leave of absences for all or part of a year do not count as an interruption of service, nor do they count as credit towards longevity. Employees must be hired before January 15 in any school year for that year to be counted towards continuous employment.

~~Section 4. Night Shift differential shall be paid for all hours worked on a minimum six hour shift which begins after 12 p.m.~~

Section 5. Head Cook and Head Cook Assistant: In the event a Head Cook oversees both Cold Spring Elementary and the Secondary Building, the employee shall receive an additional \$3.00 per hour above base pay for the extra duties and responsibilities. The Head Cook will be required to spend approximately a third of their time at Cold Spring Elementary and two-thirds at the Secondary Building. At the discretion of the Director of Food Services, an employee will be appointed as a Head Cook's Assistant at Cold Spring Elementary and receive an additional \$1.00 per hour above base pay to assist with head cook duties.

Section 6. Overtime: The overtime rate shall be time and one half of the Base Hourly Salary Rate for all hours worked over 40 per week.

Section 7. Minimum Call Back: Employees shall receive a minimum of 2 hours overtime when called

back for emergencies.

Section 8. Weekend Checks: Custodians shall receive two (2) hours of overtime for each day they have weekend responsibility and check the school.

Section 9. Pool Maintenance: The employee certified and responsible for pool maintenance will receive annual compensation of \$500.

Section 10. Payment: Payday shall occur according to the pay schedule established for that year.

Section 11. Travel Allowance: Authorized travel approved by the superintendent shall be by school owned vehicle or private automobile. Authorized travel by private automobile shall be reimbursed at the current IRS mileage allowance.

Section 12. CPR and First Aid Certification: Employees who maintain both CPR and First Aid Red Cross or the American Heart Association approved certification for at least six months of the school year, and are employed and certified as of June 1<sup>st</sup>, will be paid \$75.00 for the school year in which they were certified. Proof of certification is required prior to payment.

Section 13. Substitute Pay: An employee who substitutes for another classified employee in a higher group pay category for ten (10) or more consecutive days shall be paid at the higher salary range retroactive to the first day of substitution. Employees will not be penalized if substituting at a lower pay category.

## ARTICLE II DEFINITIONS

**CLASS A Part-time employee:** A Class A part-time employee is one who works 14 hours or less per week and is not eligible for any fringe benefits. (Employees working 14 hours or less per week who were hired before the 1999-2000 school year will be grand-fathered in under the "Class B Part-time employees" group.)

**CLASS B Part-time employee:** A Class B part-time employee is one who works more than 14 hours and less than 30 hours per week.

**CLASS C School year employee:** A Class C school year employee is one who works 30 hours or more per week for the school year.

**CLASS D Less than Full time employee:** A Class D employee is one who works a minimum of seven and a half (7.5) hours per day for the school year, and is assigned additional duty days for the summer, with a minimum assignment of 190 days, exclusive of holiday and vacation days.

**CLASS E Full time employee:** A Class E full time employee is one who works eight (8) hours per day for the full calendar year.

### **ARTICLE III**

#### **PROBATIONARY PERIOD - SENIORITY**

Section 1. Probationary Period: An employee shall serve a probationary period of six (6) months of continuous service in the school district during which time the school district shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee.

Section 2. Probationary Period - Change of Classification: In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of three (3) calendar months in any such new classification. During this three (3) month probationary period, if it is determined by the school district that the employee's performance in the new classification is unsatisfactory, the school district shall have the right to reassign the employee to the former classification.

Section 3. Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay or discharged for cause.

Section 4. Seniority Date: Employees shall acquire seniority upon completion of the probationary period and, upon acquiring seniority, the seniority date shall relate back to the first date of continuous service. If more than one employee commences work on the same date, seniority ranking for such employees shall be determined by the flip of a coin.

Section 5. Job Postings: All vacant and new positions shall be posted. A written notice, including the job qualifications, shall be posted on the official bulletin boards at all schools indicating all position openings. All jobs shall remain posted for a minimum of seven (7) days before the application closing date. Employees who have completed their probationary period will be given an opportunity to be considered for such positions. Ability, experience, job performance and seniority will be considered in filling posted positions.

### **ARTICLE IV**

#### **LEAVES OF ABSENCE**

Section 1. Sick Leave-ESST:

Subd. 1. Eligible employees will earn sick leave according to the schedule outlined within each Class. Sick leave benefits provided by the employer are for absences due to employee illness or injury, illness of a sick child, or other relatives as defined in Minnesota Statute.

Subd. 2. The School District may require an employee to furnish a medical statement from a qualified physician as evidence of illness or injury indicating such absence was due to the illness of the employee or the employee's child as defined in Minnesota Statute. Final eligibility for sick



leave pay will be determined by the school district. In the event that the school district wishes to have a second opinion, the district may select a physician, at district expense, to make an evaluation and submit a medical statement regarding the illness or injury.

Section 2. Child Care Leave: All groups of employees shall be entitled to the following:

Subd. 1. Child care leave without pay and other benefits shall be granted to employees for up to but not to exceed twelve months. Requests for child care leave shall be made to the supervisor in writing as soon as possible.

Subd. 2. Child care leave will commence at such time as to cause the least disruption to the instructional program. The school district may require a statement from the employee's physician for use in determining the date for initiating maternity leave of absence and the duration of such leave.

Subd. 3. In terminating child care leave of absence, employees shall notify the superintendent in writing prior to the time they desire to return to work. The exact date of return to work shall be selected so as to cause the least disruption to the education program and the date shall be mutually agreed upon.

Subd. 4. In the event that acceptance of an application for commencement or termination of child care leave would result in the loss of an increment, the school district shall so notify the employee in writing before acceptance.

Subd. 5. Upon conclusion of the child care leave, the employee shall be reinstated in the original position or one of like status and pay. The employee's seniority shall remain in effect and the employee shall retain all salary and fringe benefits accrued at the time of the beginning of the leave.

Section 3. Personal Leave and Personal Leave/Unpaid Time Off: It is understood that opportunities or situations sometimes arise which may require employees to be away from their position for extended periods of time. Generally, school calendars allow opportunities for time away from the school setting. Attendance at work, when school is in session, is very important. It is expected that staff should schedule personal vacations during the natural breaks in the school calendar.

Subd. 1. Staff members are permitted personal days (as described elsewhere in this document) that are compensated. Personal time may only be requested when there is a positive accumulated sick leave balance. Special circumstances will be reviewed as they occur. In order to maintain the function of the department, no more than 20% of the department (or one person for every department with fewer than five employees) will be granted personal leave at any one time. Personal leaves will be granted in the order received.

Subd. 2. Requests for leave from school (exclusive of FMLA eligible leaves) may not exceed five school days in total length of time away from the district (including the application of personal days) and will be approved if the supervisor is able to secure a substitute worker.

#### Section 4. Jury Duty Leave:

Subd. 1. When an employee is asked to serve on jury duty, she/he will be granted the day or days necessary as stipulated by the court, to discharge this civic responsibility without loss of pay. Any compensation the employee receives from the court will be remitted to the district; however, the employee may retain travel and expense reimbursement.

Section 5. Emergency Leave: Employees shall be granted up to five (5) days emergency leave with pay, per occurrence, in the event of the death or serious illness or injury of an employee's paraprofessional's spouse, child, brother, brother-in-law, sister, sister-in-law, parent, parent-in-law, grandparent, grandparent-in-law, grandchild, daughter-in-law, son-in-law, or persons of the immediate household. Serious illness or injury is defined as one which permanently or substantially impairs or is likely to permanently or substantially impair the health of the person. Elective surgery that is not of an emergency nature does not constitute a serious illness or injury.

Employees shall be granted one day of emergency leave per occurrence, in the event of the death of an extended family member with whom there is a close emotional tie.

All emergency leave days used are to be deducted from sick leave.

Section 6. Minnesota Paid Leave. Employee should refer to the Minnesota Paid Leave program for information on eligibility, payments, time off, and job protections

## **ARTICLE V MATCHING ANNUITY**

#### Section 1. Matching Annuity Contribution:

Subd. 1. Authorization: Effective July 1, 2014, all employees may participate in the district matching annuity program as provided in M.S. 356.24 and subject to the provisions contained in this Article. All provisions of this Article are subject to applicable code provisions of Minnesota Statutes, Internal Revenue Code Section 403(b).

Subd. 2. Eligibility: Employees working thirty (30) hours or more per week shall be eligible for the full district contribution. Employees working less than thirty (30) hours per week shall receive a prorata district contribution (ex: 6 hours per day x 172 days = 1032; 5 hours per day

x 172 days = 860; 860 / 1032 = . 833 x \$500 = \$416.50)

Subd.3. District Contribution: The school district will annually match an employee's eligible contribution according to the following schedule:

0 years of service completed	\$0
Beginning 2 <sup>nd</sup> through 4 <sup>th</sup> year of service completed	\$600
Beginning 5 <sup>th</sup> through 10 <sup>th</sup> year of service completed	\$700
Beginning 11 <sup>th</sup> through 15 <sup>th</sup> year of service completed	\$800
Beginning 16 <sup>th</sup> through 20 <sup>th</sup> year of service completed	\$900
Beginning 21 <sup>st</sup> plus years of service completed	\$1000

Subd. 4. Maximum: The maximum district contribution to the annuity will be \$25,000.

Subd. 5. Enrollment Provisions: The District contribution will begin when the employee submits an Intent to Participate form to the Business Office stating their elected employee contribution. Employees may elect to contribute more than the district match. The employee must match the district contribution or the employee forfeits the district contribution for the year. An employee election shall be automatically renewed each year except by written cancellation by the employee or termination of employment. Eligible and participating employees must make application for participation in the 403(b) annuity matching program by September 15 for that school year.

## **ARTICLE VI WORKERS' COMPENSATION**

Section 1. Upon the request of an employee who is absent from work as a result of a compensable injury under the provisions of the Workers' Compensation Act, the school district will pay the difference between the compensation received pursuant to the Workers' Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave.

Section 2. A deduction shall be made from the employee's accrual time according to the pro-rata portions of days of sick leave which is used to supplement workers' compensation.

Section. 3. Such payment shall be paid by the school district to the employee only during the period of disability.

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

## **ARTICLE VII REDUCTION IN FORCE**

The school district recognizes the principle of seniority within classification, concerning reduction in force, provided the employee is fully qualified to perform the duties and responsibilities of the position. An employee on layoff shall retain seniority and right to recall, within classification, in seniority order for a period of two years after the date of layoff.

## **ARTICLE VIII GRIEVANCE PROCEDURE**

Section 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 schedule.

Section 2. Representative: The employee, administrator, or school board may be represented during any step of the procedure by a person(s) or agent(s) designated by such parties to act in their behalf.

Section 3. Definitions and Interpretations:

Subd. 1. Extension: Time limits specified may be extended by mutual agreement.

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by state law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday. The number of days at each level shall be considered the maximum length of time and every effort should be made to expedite the process.

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

Section 4. Time Limitation and Waiver: Grievances shall be submitted in writing to the school district's designee, setting forth the facts and the specific provision of the schedule allegedly violated and the particular relief sought within twenty (20) days after the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed waiver thereof. Failure to appeal a

grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the school district's designee.

Section 5. Adjustment of Grievance: The school district and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the school district in the following manner.

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the school district designee shall give a written decision on the grievance to the parties involved within five (5) days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I the decision rendered may be appealed to the superintendent of schools, provided such appeal is made within ten (10) days after receipt of the decision in Level I. If a grievance is properly appealed to the superintendent, the superintendent or his designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the school board or its designated representative, provided such appeal is made in writing within ten (10) days after the receipt of the decision in Level II. If a grievance is properly appealed to the school board, the school board shall set a time to hear the grievance no later than the second regularly scheduled school board meeting within fifteen (15) days, whichever comes first, after receipt of the appeal. Within seven (7) days after the meeting, the school board shall issue its decision in writing to the parties involved. At the option of the school board, a committee or representative(s) of the board may be designated by the board to hear the appeal at this level, and report its findings and recommendations to the school board. The school board shall then render its decision in writing not later than seven (7) days following the meeting.

Section 6. School Board Review: The school board reserves the right to review any decision issued under Level I or Level II of this procedure provided the school board or its representative notify the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the school board reviews a grievance under this section, the school board reserves the right to reverse or modify such decision.

Section 7. Denial of Grievance: Failure by the school board or its representatives to issue a decision at Level I or Level II within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

Section 8. Arbitration Procedure: In the event that the employee and the school board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein.

Subd. 1. Request: A request to submit a grievance to arbitration must be filed in writing with the  
Classified Agreement 20253-20275 12

office of the superintendent within ten (10) days following the decision in Level III of the grievance procedure.

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

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within five (5) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the PERB to appoint an arbitrator, providing such request is made within fifteen (15) days after request for arbitration. The request shall ask that the appointment be made within ten (10) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the PERB within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information: Upon appointment of the arbitrator, the appealing party and school board or its designee shall forward to the arbitrator and the other party the submission of the grievance which shall include the following:

- (1) The issue involved
- (2) Statement of the facts
- (3) Position of the grievant
- (4) Position of the school board
- (5) The written documents relating to Article V, Section V of the grievance procedure.

Subd. 5. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issue before the arbitrator.

Subd. 6. Decision: The decision by the arbitrator shall be rendered in writing within twenty (20) days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitations of grievance arbitration decisions are provided by in the P.E.L.R.A.

Subd. 7. Expenses: Each party shall bear its own expense in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall equally

share fees and expenses of the arbitrator. The cost of the transcript or recording shall be borne by the requesting party. Other expenses which the parties mutually agree are necessary for the conduct of the arbitrator shall be shared equally.

Subd. 8. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievance properly before the arbitrator pursuant to the terms of this procedure.

## **ARTICLE IX ALLOWANCES/PROVISIONS**

Section 1. Uniform Allowance: The school district will provide a total uniform allowance of up to \$400.00 each year for custodial, cleaner, laundry and food service employees to support a professional and consistent staff appearance. It is expected each employee maintain a personal supply of at least five (5) shirts for work use. The clothing allowance will be pro-rated based upon their hire date.

Subd. 1. Reimbursement Option: An employee may elect to apply part or all of the uniform allowance toward other clothing or footwear items that may be needed within the employee's assignment or position. The employee must be able to demonstrate to the appropriate supervisor that his or her previous allocation of uniform/clothing continues to meet the professional standards of the district

Subd. 2. Validation: If an employee chooses the reimbursement option, the employee must submit the original receipt indicating the actual cost of the clothing article(s) or footwear purchased. Receipts must be submitted by May 1 in the school year in which the item is purchased. The district will reimburse the employee through Accounts Payable processes for the actual cost of the item(s) up to the allowance value available at the conclusion of the school year.

Subd. 3. District Standards. The school district retains the right to prescribe the nature of the uniform.

- a. The school district also reserves the right to determine standards of clothing/uniform appropriateness.
- b. The district, at its discretion, may require an employee to secure additional uniform shirts.

## **ARTICLE X DURATION**

Section 1. This schedule shall remain in full force and effect for a period commencing on July 1, 2023 through June 30, 2025, and thereafter as provided by P.E.L.R.A.

Section 2. Effect: The provisions herein relating to terms and conditions of employment supersede any and all prior schedules, resolutions, practices, school district policies, rules or regulations concerning



terms and conditions of employment inconsistent with these provisions. Nothing in this schedule shall be construed to obligate the school district to continue or discontinue existing or past practices, or prohibit the school district from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this schedule.

Section 3. Severability: The provisions of this schedule shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this schedule or the application of any provision thereof.

Section 4. Renegotiation: The selected group health and hospitalization plan must be in compliance with the Patient Protection Affordable Care Act (PPACA). The total benefit package of any health insurance plan(s) provided by the District must also be in compliance with the PPACA.

Neither party made representations regarding any tax treatment relative to the insurance benefits set forth in this contract. In the event this contract will or does cause penalties, fees, fines, or excise taxes to be assessed against the District, the parties agree to renegotiate this contract in a manner that eliminates the penalties, fees, fines, or excise taxes or reduces the amount of any such penalty, fee, fine, or excise tax to an amount deemed satisfactory by the District.

## ARTICLE XI

**CLASS B Part-time Employee:** A Class B part-time employee is one who works more than 14 hours and less than 30 hours per week.

### Section I. Sick Leave

Subd. 1. Employees shall earn sick leave at the rate of 0.05 hours per hours paid, cumulative to a maximum of 400 hours.

Subd. 2. The School District may require an employee to furnish a medical statement from a qualified physician as described in Article IV.

### Section 2. Personal Leave:

Subd. 1. Employees shall be granted three (3) days of personal leave with pay per year, non-cumulative, to be used for situations which require the employee's personal attention. A personal day used shall be deducted from the employee's accumulated sick leave. Requests for a personal leave day shall be made no later than two (2) days in advance and no sooner than sixty (60) days in advance. In the event of emergency, an application will be made as soon as possible.

Subd. 2. Active eEmployees may be compensated for not using personal leave during the school



year. Up to two unused personal leave days to be paid at the equivalent of the employee's actual hourly salary rate times the average daily number of hours worked, as calculated over a 5 day week. Payment will be made at the close of the school year. Cash reward for non-use of personal leave days shall suffer no sick leave deduction.

Section 3. Holidays: Paid holiday shall include Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Day, the Friday before Easter and Memorial Day, prorated on the average daily number of hours worked.

Section 4. Dental Insurance: Dental insurance is available for 100% employee contribution. Dental insurance will discontinue when the employee resigns or retires. There will be an option to elect COBRA if you choose to continue Dental insurance.

Section 54. Long Term Disability: The school district will provide Long Term Disability Insurance to all employees whose regular assigned work hours are 600 or more hours per year. The school district will pay the full premium cost and select carrier and coverage.

Section 65. Wellness: Employees who have accrued at least 350 hours of sick leave may annually elect to cash out one regular day (8 hours maximum) at the employee's current rate of pay. Notification of intent to cash out must be made in writing by June 1. Payment will be made by June 30<sup>th</sup>.

## ARTICLE XII

**CLASS C School year employee:** A Class C school year employee is one who works 30 hours or more per week for the school year.

### Section I. Sick Leave

Subd. 1. Employees shall earn sick leave at the rate of .05 hours per hours paid, cumulative to a maximum of 600 hours.

Subd. 2. The School District may require an employee to furnish a medical statement from a qualified physician as described in Article IV.

### Section 2. Personal Leave

Subd. 1. Employees shall be granted three (3) days of personal leave with pay per year, non-cumulative, to be used for situations which require the employee's personal attention. A personal day used shall be deducted from the employee's accumulated sick leave. Requests for a personal leave day shall be made no later than two (2) days in advance and no sooner than sixty (60) days in advance. In the event of emergency, an application will be made as soon as possible.

Subd. 2. ~~Active~~ Employees may be compensated for not using personal leave during the school year. Up to two unused personal leave days to be paid at the equivalent of the employee's actual hourly salary rate times the average daily number of hours worked, as calculated over a 5 day week. Payment will be made at the close of the school year. Cash reward for non-use of personal leave days shall suffer no sick leave deduction.

Section 3. Holidays: Paid holidays shall include Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Day, the Friday before Easter and Memorial Day, prorated on the average daily number of hours worked.

#### Section 4. Health Insurance

Subd. 1. Employees working 30 to 40 hours per week: The district shall contribute up to the following amount annually toward the premium for health insurance coverage. All additional premium shall be paid by the employee.

Effective July 1, 202~~5~~<sup>3</sup>

Single	<u>\$9,955</u> <del>\$8,719</del>
Employee + Spouse	<u>\$13,940</u> <del>\$12,209</del>
Employee + Child(ren)	<u>\$11,940</u> <del>\$10,456</del>
Family	<u>\$18,542</u> <del>\$16,239</del>

Effective July 1, 202~~6~~<sup>4</sup>

Single	<u>\$10,752</u> <del>\$9,572</del>
Employee + Spouse	<u>\$15,055</u> <del>\$13,403</del>
Employee + Child(ren)	<u>\$12,894</u> <del>\$11,479</del>
Family	<u>\$20,025</u> <del>\$17,828</del>

Subd. 2. Employees participating in the group insurance plan will receive a base annual district contribution of \$2,200 into a health care savings account, deposited per payroll on a prorated basis.

Section 5. Dental Insurance: Dental insurance is available for 100% employee contribution. Dental insurance will discontinue when the employee resigns or retires. There will be an option to elect COBRA if you choose to continue Dental insurance.

Section 65. Long Term Disability: The school district will provide Long Term Disability Insurance to all employees whose regular assigned work hours are 600 or more hours per year. The school district will pay the full premium cost and select carrier and coverage.

Section 76. Wellness: Employees who have accrued at least 400 hours of sick leave may annually

elect to cash out up to 5 (five) days maximum at the employee's current rate of pay. Notification of intent to cash out must be made in writing by June 1. Payment will be made by June 30<sup>th</sup>.

## ARTICLE XIII

**CLASS D Less than Full time employee:** A Class D employee is one who works a minimum of seven and a half (7.5) hours per day for the school year, and is assigned additional duty days for the summer, with a minimum assignment of 190 days, exclusive of holiday and vacation days.

### Section I. Sick Leave

Subd. 1. Employees shall earn sick leave at the rate of .05 hours per hours paid, cumulative to a maximum of 960 hours.

Subd. 2. The School District may require an employee to furnish a medical statement from a qualified physician as described in Article IV.

### Section 2. Personal Leave

Subd. 1. Employees shall be granted three (3) days of personal leave with pay per year, non-cumulative, to be used for situations which require the employee's personal attention. A personal day used shall be deducted from the employee's accumulated sick leave. Requests for a personal leave day shall be made no later than two (2) days in advance and no sooner than sixty (60) days in advance. In the event of emergency, an application will be made as soon as possible.

Subd. 2. Active eEmployees may be compensated for not using personal leave during the school yearUp to two unused personal leave days to be paid at the equivalent of the employee's actual hourly salary rate times the average daily number of hours worked, as calculated over a 5 day week. Payment will be made at the close of the school year. Cash reward for non-use of personal leave days shall suffer no sick leave deduction.

Section 3. Holidays: Paid holidays shall constitute the following: New Year's Day, Good Friday, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve Day, Christmas Day, and New Year's Eve Day. If a listed holiday falls on a Saturday, then the preceding Friday is the holiday and if a holiday falls on a Sunday, then the following Monday shall be the holiday. If needed by the building principal or supervisor, the employee may be granted a floating holiday in place of the designated holiday on a day when students are not present.

### Section 4. Vacation:

Subd. 1. Employees with an assignment of 190 to 209 days, exclusive of holiday and vacation days, shall earn five (5) vacation days. Employees with a minimum assignment of 210 days,

exclusive of holiday and vacation days, shall earn six (6) vacation days. Vacation days must be used by June 30th of the year in which they are earned.

Subd. 2. Employees hired after July 1 in a contract year will be entitled to vacation days prorated for the number of months in employment through June 30<sup>th</sup>.

#### Section 5. Health Insurance:

Subd. 1. The school district shall contribute toward the premium of the employees who make application for and are eligible for membership in the district group insurance program as follows:

Effective July 1, 202~~5~~<sup>3</sup>

Single	<del>\$9,955</del> <del>\$8,719</del>
Employee + Spouse	<del>\$13,940</del> <del>\$12,209</del>
Employee + Child(ren)	<del>\$11,940</del> <del>\$10,456</del>
Family	<del>\$18,542</del> <del>\$16,239</del>

Effective July 1, 202~~6~~<sup>4</sup>

Single	<del>\$10,752</del> <del>\$9,572</del>
Employee + Spouse	<del>\$15,055</del> <del>\$13,403</del>
Employee + Child(ren)	<del>\$12,894</del> <del>\$11,479</del>
Family	<del>\$20,025</del> <del>\$17,828</del>

Subd. 2. Employees participating in the group insurance plan will receive a base annual district contribution of \$2,200 into a health care savings account, deposited per payroll on a prorated basis.

Section 6. Dental Insurance: Dental insurance is available for 100% employee contribution. Dental insurance will discontinue when the employee resigns or retires. There will be an option to elect COBRA if you choose to continue Dental insurance.

Section 76. Long Term Disability: The school district will provide Long Term Disability Insurance to all employees whose regular assigned work hours are 600 or more hours per year. The school district will pay the full premium cost and select carrier and coverage.

Section 87. Wellness: Employees who have accrued at least 400 hours of sick leave may annually elect to cash out up to 5 (five) days maximum at the employee's current rate of pay. Notification of intent to cash out days must be made in writing by June 1. Payment will be made by June 30th.

## ARTICLE XIV

**CLASS E Full time employee:** A Class E full-time employee is one who works eight (8) hours per day for the full calendar year.

### Section 1. Sick Leave

Subd. 1. Employees shall earn sick leave at the rate of .05 hours per hours paid, cumulative to a maximum of 960 hours.

Subd. 2. The School District may require an employee to furnish a medical statement from a qualified physician as described in Article IV.

### Section 2. Personal Leave

Subd. 1. Employees shall be granted three (3) days of personal leave with pay per year, non-cumulative, to be used for situations which require the employee's personal attention. A personal day used shall be deducted from the employee's accumulated sick leave. Requests for a personal leave day shall be no later than two (2) days in advance and no sooner than sixty (60) days in advance. In the event of emergency, an application will be made as soon as possible.

Subd. 2. ~~Active e~~Employees may be compensated for not using personal leave during the school year. Up to two unused personal leave days to be paid at the equivalent of the employee's actual hourly salary rate times the average daily number of hours worked, as calculated over a 5 day week. Payment will be made at the close of the school year. Cash reward for non-use of personal leave days shall suffer no sick leave deduction.

Section 3. Holidays: Paid holidays for full-time employees shall constitute the following:

New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, Juneteenth, and a Floating Holiday to be used at the employee's discretion upon approval of the immediate supervisor. If a listed holiday falls on a Saturday, then the preceding Friday is the holiday and if a holiday falls on a Sunday, then the following Monday shall be the holiday. If needed by the building principal or supervisor, the employee may be granted a floating holiday in place of the designated holiday on a day when students are not present.

### Section 4. Vacation:

Subd. 1. Class E employees shall earn vacation as follows:

**Years of Service****Vacation Days**

Beginning 1 <sup>st</sup> year through 3 years of completed service	12
Beginning 4 <sup>th</sup> year through 10 years of completed service	15
Beginning 11 <sup>th</sup> year through 15 years of completed service	17
Beginning 16 <sup>th</sup> year through 20 years of completed service	20
Beginning 21 <sup>st</sup> year or more years of service	22

Subd. 2. Employees in their first year of hire are entitled to use vacation days after a 3 month waiting period. Employees hired after July 1 in a contract year will be entitled to vacation days prorated for the number of months in employment through June 30<sup>th</sup>.

Subd. 3. Vacation days are to be used by September 1st of the next school year and are not cumulative.

Section 5. Health Insurance: The school district shall contribute toward the premium of the employees who make application for and are eligible for membership in the district group insurance program as follows:

Effective July 1, ~~2025~~2023

Single	<del>\$ 9,975</del> \$8,719
Employee + Spouse	<del>\$15,830</del> \$13,837
Employee + Child(ren)	<del>\$13,617</del> \$11,903
Family	<del>\$21,081</del> \$18,427

Effective July 1, ~~2026~~2024

Single	<del>\$10,772</del> \$9,590
Employee + Spouse	<del>\$17,097</del> \$15,221
Employee + Child(ren)	<del>\$14,707</del> \$13,093
Family	<del>\$22,768</del> \$20,270

Any additional cost of the premium shall be paid for by the employee through payroll deduction.

Employees choosing a high-deductible plan will receive the following monthly district contribution into a health care savings account:

**District Monthly VEBA/HSA Contribution**

Single Coverage	\$ 180.00
Family Coverage	\$ 300.00
Employee plus Spouse	\$ 300.00
Employee plus Child(ren)	\$ 300.00

An employee choosing a non-single tier option may choose to extend the health savings account

contribution to \$500 monthly. This extension is accomplished by reducing the district premium contribution by an equal amount. At no time will the total district contribution exceed the amount of the premium and the base health savings account contribution.

Section 6. Dental Insurance: Dental insurance is available for 100% employee contribution. Dental insurance will discontinue when the employee resigns or retires. There will be an option to elect COBRA if you choose to continue Dental insurance.

Section 76. Long Term Disability: The school district will provide Long Term Disability Insurance to all employees whose regular assigned work hours are 600 or more hours per year. The school district will pay the full premium cost and select carrier and coverage.

Section 87. Life Insurance: Term life insurance in the amount of \$50,000 will be provided to all full time employees. The school district will pay the full premium cost.

Section 98. Wellness: Full-time employees who have accrued at least 400 hours of sick leave may annually elect to cash out up to 5 (five) days maximum at the employee's current rate of pay. Notification of intent to cash out days must be made in writing by June 1. Payment will be made by June 30th.

Section 109. Incentive: Based upon the employee's individual performance review by the supervisor, up to \$1,400.00 per year is available upon the recommendation and approval of the administrator to be paid in two payments of up to \$700.00 each payment, one mid-year and one at the end of the year. Such recommendations will be submitted to the Board of Education for final approval. If an employee resigns/retires mid-year, incentive pay will be pro-rated only if proof of goal progress is submitted from the start of the fiscal year to their termination date.