

MASTER AGREEMENT

BETWEEN

INDEPENDENT SCHOOL DISTRICT 272

Eden Prairie, Minnesota

AND

**CLASSIFIED ADMINISTRATIVE AND SUPPORT
STAFF**

Effective

July 1, 2018 through June 30, 2020

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EDEN PRAIRIE INDEPENDENT SCHOOL DISTRICT NO. 272
CLASSIFIED ADMINISTRATIVE AND SUPPORT STAFF AGREEMENT

ARTICLE I
PURPOSE

Section 1. Parties:

THIS AGREEMENT, made and entered into between Independent School District No. 272, Eden Prairie, Minnesota hereinafter referred to as the school district, and Classified Administrative and Support Staff, hereinafter referred to as exclusive representative or CLASS, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A. of 1971, as amended, to provide the terms and conditions of employment for employees described in Article III during the duration of this agreement.

ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition:

In accordance with the P.E.L.R.A. of 1971 as amended, the school district recognizes Classified Administrative and Support Staff (CLASS) as the exclusive representative of members of this bargaining unit. The exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. of 1971 as amended and as described in the provisions of this Agreement.

Section 2. Appropriate Unit:

The exclusive representative shall represent all the members of the bargaining unit as defined in this Agreement and in said Act.

ARTICLE III DEFINITIONS

Section 1. Terms and Conditions of Employment:

Terms and conditions of employment shall mean the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits and the employer's personnel policies affecting the working conditions of the employees. The term "personnel policies" does not mean educational policies of a school district. The terms in both cases are subject to and limited to the provisions of Sections 179A.03, Subd. 19 and 179A.07 regarding the rights of public employees and public employers and the scope of negotiations.

Section 2. Description of Appropriate Unit:

For purposes of this agreement the term "employee" shall mean all persons in the appropriate unit employed by the school district as defined in Schedule C as periodically updated, excluding the following: confidential employees, student aides, supervisory employees, essential employees, part-time employees whose services do not exceed 12.5 hours per week or 35 percent of the normal work week, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year and emergency employees.

Section 3. Other Terms:

Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A. of 1971 as amended.

Section 4. Definitions:

Subd. 1. Full-time Employees: For the purpose of defining an employee who is to receive fringe benefits, the term "full-time employee" shall include any employee working 25 hours or more per week, five hours per day, for a period of at least 175 working days or more per year (inclusive of paid holidays). An employee working a full school year without fulfilling the requirement of five hours per day, but working 25 hours or more per week, may qualify for benefits subject to the working conditions being pre-approved in writing by the immediate supervisor and the Executive Director of Human Resources. This special provision would be approved by the

school district only if the special, flexible hours are in the best interest of the educational program of the school district.

Subd. 2. Temporary Employees: For the purposes of this agreement "temporary employee" shall mean one whose position is expected to end at the end of the school term in which it began. If the position continues in the succeeding school year, it will be defined as "permanent".

Subd. 3. Substitute Employee: For the purposes of this agreement, "substitute employee" shall mean one whose position is designed to substitute for a specific CLASS employee who is absent due to a short-term or long-term leave of absence.

Subd. 4. Employment Date: The first day of the most recent continuous service in the school district shall be the employee's employment date. This employment date will remain constant even though the employee may transfer from one bargaining unit to another. Salary schedule placement, vacation time, and sick leave shall be based on this date. If an employee is hired as a "substitute" or "temporary" employee, benefits will be provided only if the employee is scheduled to work 175 days or more during the school year. An employee who leaves the employ of the school district for any reason and is rehired later will be assigned a new employment date.

Subd. 5. Seniority Date: A unit member's seniority date shall be the first day of the most recent continuous service as a permanent employee, exclusive of district vacation recesses, in the CLASS unit. "Temporary" employees shall not accrue seniority until and/if they become a "permanent" employee. In case of a tie in seniority date, the tie breaker shall be determined by lot to be agreed upon by the employees affected.

ARTICLE IV SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights:

The exclusive representative recognizes the school district is not required to meet and negotiate on matters of inherent managerial policy, which include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, selection, direction and number of personnel.

Section 2. Management Responsibilities:

The exclusive representative recognizes the right and obligation of the school district to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for the students of the school district.

Section 3. Effect of Laws, Rules and Regulations:

The exclusive representative recognizes that all employees covered by this Agreement shall perform such services prescribed by the school district and shall be governed by the laws of the State of Minnesota and by school district rules, regulations, directives and orders issued by properly designated officials of the school district. The exclusive representative also recognizes the right, obligation and duty of the school district and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the school district insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the school district, all employees covered by this Agreement and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of the State Board of Education and valid rules, regulations and orders of State and Federal governmental agencies. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights:

The foregoing enumeration of school district rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly delegated in this Agreement are reserved to the school district.

ARTICLE V
EMPLOYEE RIGHTS

Section 1. Right to Views:

Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any employee or his/her representative to the expression of communication of a view, grievance, complaint, or opinion on any matter related

to the conditions or compensation of public employment or circumvent the rights of the exclusive representative if there be one; nor shall it be construed to require any employee to perform labor or services against his/her will.

Section 2. Right to Join:

Employees shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such employees with the school board of such unit.

Section 3. Request for Dues Checkoff:

Employees shall have the right to request and be allowed dues checkoff for the employee organization of their selection, provided that dues checkoff and the proceeds thereof shall not be allowed any employee organization that has lost its right to dues checkoff pursuant to 179.64 to 179.75 of the P.E.L.R.A. of 1971 as amended. Upon receipt of a properly executed authorization card of the employee involved, the school district will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization during the period provided in said authorization.

Section 4. Personnel Files:

All evaluations and files generated within the school district relating to each individual employee covered by this Agreement shall be available to that employee upon request. Subject to district policy and procedure, an employee shall have the right to reproduce any of the contents of the files at the employee's expense and to submit for inclusion in the file, written information in response to any material contained therein. The district may destroy the files as provided by law.

ARTICLE VI
BASIC SCHEDULES AND RATES OF PAY

Section 1. Salary Schedules:

The wages and salaries reflected in Schedule A attached hereto shall be a part of the Agreement for the 2018-2019 and the 2019-2020 school years.

Section 2. Pay Periods:

Pay periods will be twice a month -- on the 15th and the last day of each month. If either of these days shall fall on Saturday or Sunday, employees will be paid on the last workday preceding the regularly scheduled pay day.

Section 3. Employee Release:

An employee who wishes to be released from his/her job for any reason whatsoever shall give two weeks written notice. The school district or Administration shall give an employee two weeks' notice upon release of his/her duties for just cause.

Section 4. Temporary Transfers:

If an employee is requested by the district to transfer to another job to fill a temporary vacancy, he/she shall be paid the wage rate of the new position after five continuous working days, or his/her old rate, whichever is higher.

Section 5. Voluntary Substitutes:

An employee who voluntarily substitutes in another CLASS position outside of the employee's regular work hours shall be paid the wage rate of the temporary position at the employee's own step.

Section 6. Tax Sheltered Annuities:

The school district will make deductions from full-time employee's salary for tax-sheltered annuities upon written request of an employee subject to school district policy.

Section 7. Overtime:

Time and one-half shall be paid for all hours worked in excess of 40 hours in the payroll week.

Section 8. Minimum Callback:

Employees called back to work shall be paid a minimum of one hour's salary.

Section 9. Summer School:

Rates of pay for summer school shall be according to the salary schedule in effect at the time summer school begins. All positions for summer school pertaining to classifications covered under this Agreement shall be posted as per Article XI, Section 2.

Section 10. Professional Activities:

Subd. 1. Attendance at meetings, conventions and workshops will be granted without loss of pay provided that the attendance is approved in advance in writing by the employer.

Subd. 2. All such absences shall have prior approval of the Executive Director of Human Resources and the respective principal or supervisor.

Subd. 3. Employees who attend meetings, conventions and workshops under the provisions of Subdivision 1 & 2 or who attend such events on their time with prior approval or at the request of the Executive Director of Human Resources shall be reimbursed for the mileage and other reasonable costs as determined in advance by the supervisor and Executive Director of Human Resources.

ARTICLE VII
GROUP INSURANCE

Section 1. Hospitalization Insurance:

Subd. 1. Single Coverage: The school district shall provide monthly a sum of money toward the premium for individual coverage for eligible employees of the school district who qualify for and are enrolled in any of

the school district's group health and hospitalization plans (with the exception of the high deductible plan). The sum provided by the school district shall be as follows

July 1, 2018 to June 30, 2019: \$692.00 per month

July 1, 2019 to June 30, 2020: \$713.00 per month

If the cost of the premium exceeds the district's total contribution, the difference in cost shall be borne by the employee and paid by payroll deduction. If the cost of the premium is less than the employer contribution, the district will not refund the difference between the premium and the district's negotiated contribution.

Subd. 2. Single Coverage – High Deductible with HRA: The school district shall provide monthly a sum of money toward the premium for individual coverage for eligible employees of the school district who qualify for and are enrolled in the school district's high deductible group health and hospitalization plan. In addition, the school district will make a contribution on behalf of such employees to a Health Reimbursement Arrangement (HRA) established by the district in accordance with IRS Notice 2002-45 and Revenue Ruling 2002-41, from which employees may obtain reimbursement of expenses for medical care (as that term is defined in Section 213(d) of the Internal Revenue Code). The sums provided by the school district shall be as follows:

July 1, 2018 to June 30, 2019:

Premium contribution: \$642.00 per month

HRA contribution: \$ 50.00 per month

Total District Contribution: \$692.00 per month

July 1, 2019 to June 30, 2020:

Premium contribution: \$663.00 per month

HRA contribution: \$ 50.00 per month

Total District Contribution: \$713.00 per month

The cost of the premium not contributed by the school district shall be borne by the employee and paid by payroll deduction. If the cost of the premium is less than the employer contribution, the district will not refund the difference between the premium and the district's negotiated contribution.

Subd. 3. Family Coverage: The school district shall provide monthly a sum of money toward the premium for family coverage for eligible employees of the school district who qualify for and are enrolled in any of the school district's group health and hospitalization plans for family coverage (with the exception of the high deductible plan). The sum shall be as follows:

July 1, 2018 to June 30, 2019: \$1,040.00 per month
July 1, 2019 to June 30, 2020: \$1,082.00 per month

The cost of the premium not contributed by the school district shall be borne by the employee and paid by payroll deduction.

Subd. 4. Family Coverage – High Deductible with HRA: The school district shall provide monthly a sum of money toward the premium for family coverage for eligible employees of the school district who qualify for and are enrolled in the school district's high deductible group health and hospitalization plan. In addition, the school district will make a contribution on behalf of such employees to a Health Reimbursement Arrangement (HRA) established by the district in accordance with IRS Notice 2002-45 and Revenue Ruling 2002-41, from which employees may obtain reimbursement of expenses for medical care (as that term is defined in Section 213(d) of the Internal Revenue Code). The sums provided by the school district shall be as follows:

July 1, 2018 to June 30, 2019:
Premium contribution: \$ 940.00 per month
HRA contribution: \$ 100.00 per month
Total District Contribution: \$1,040.00 per month

July 1, 2019 to June 30, 2020:
Premium contribution: \$ 982.00 per month
HRA contribution: \$ 100.00 per month
Total District Contribution: \$1,082.00 per month

The cost of the premium not contributed by the school district shall be borne by the employee and paid by payroll deduction.

Section 2. Dental Insurance

The school district shall provide dental insurance to full-time employees as defined in Article III, Section 4, Subd. 1 in the contribution amount of \$76.65 per month.

The cost of any premium not contributed by the school district shall be borne by the employee and paid by payroll deduction. A composite program is defined as the identical premium for both single and family coverage.

Section 3. Life Insurance:

Subd. 1. Basic Life Insurance: The school district shall pay the premium cost for term life insurance with double indemnity for accidental death in an amount equal to twice the employee's base salary rounded to the nearest thousand dollars.

Subd. 2. Optional Life Insurance: So long as permitted by the school district's group insurance carrier, full-time employees may purchase additional life insurance coverage on their own lives or on the lives of their spouse and/or children. The cost of the premium for this optional life insurance shall be borne by the employee and paid by payroll deduction. The premium cost, underwriting conditions, and insurance contracts shall be determined by the school district's group life insurance carrier. Any disputes that may arise between the carrier and the employees shall not involve the school district.

Section 4. Long Term Disability Insurance:

The school district will pay the premium for the Long Term Disability Insurance Plan for full-time personnel.

Section 5. Claims Against the School District:

The parties agree that any description of insurance benefits contained in this article are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the school district pursuant to this article. It is further understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

Section 6. Duration of Insurance Contribution:

Subd. 1. Contribution During Employment: An employee is eligible for school district contribution as provided in this article as long as the employee is employed by Independent School District 272. Upon

termination of employment all school district contribution shall cease effective on the last working day.

Subd. 2. Contribution During Leaves of Absence for Medical Reasons:

When employees eligible for medical or dental insurance take an unpaid leave of absence for medical reasons, the district shall pay its portion of health and dental insurance for nine months, commencing with the first day after the initial 60-day sick leave period. It is the responsibility of the employee to make arrangements with the school district's business office to pay the school district the employee's portion of the monthly premium amounts in advance and on such dates as determined by the school district.

Subd. 3. Contribution During Leaves of Absence for Non-Medical Reasons:

When employees eligible for medical or dental insurance take an unpaid leave of absence for other than medical reasons, the district shall pay only that portion of the full contribution that is equal to the portion of 175 days worked (i.e. number of days worked/175 x district's portion of the annual cost of the insurance benefit). The employee will be offered the choice to continue coverage. It is the responsibility of the employee to make arrangements with the school district's business office to pay the school district the monthly premium amounts in advance and on such dates as determined by the school district.

Section 7. Insurance Coverage Upon Retirement:

A full-time employee who has completed fifteen years of continuous employment with the school district and who is 55 years of age or more and who retires shall be eligible to continue participation in the school district medical hospitalization insurance plan, if permitted by the terms of the policy with the insurance carrier, but shall pay the entire premium for such insurance commencing with the date of his/her retirement. It is the responsibility of such an employee to make arrangements with the school business office to pay to the school district the monthly premium amounts in advance and on such dates as determined by the school district.

Section 8. Eligibility:

Except as otherwise provided herein, it is understood and agreed by the parties that benefits provided in this Article are designed for full-time personnel and shall not apply to part-time personnel.

Section 9. Workers' Compensation:

Subd. 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 and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave and/or vacation pay.

Subd. 2. A deduction shall be made from the employee's accumulated sick leave or vacation accrual time according to the pro rata portions of days of sick leave or vacation time which is used to supplement Workers' Compensation.

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

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

Subd. 5. An employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act who elects to receive sick leave or vacation pay pursuant to this policy shall show each of his/her Workers' Compensation checks to the school district prior to receiving payment from the school district for his/her absence.

Section 10. Insurance Application:

An employee on leave without pay under Article VIII is eligible to continue to participate in group insurance programs if permitted under the insurance policy provision, but shall pay the entire premium for such programs as he/she wishes to retain commencing with the beginning of the leave. It is the responsibility of the employee to make arrangements with the school Business Office to pay to the school district the monthly premium amounts in advance and on such date as determined by the school district. The right to continue participation in such group insurance programs, except hospitalization, however, will discontinue upon termination of employment.

Section 11. Retirement Contribution:

Membership in the Public Employees Retirement Association (PERA) is required by State law for all permanent employees. All new employees are required by law to participate in Social Security as well as PERA.

Section 12. Health Reimbursement Account:

Beginning July 1, 2005, the school district will establish a health reimbursement account (HRA) for each employee having 15 or more years of service with the school district on July 1, 2005. Beginning July 1, 2006, the district shall contribute a total of \$15,000 annually, to be divided equally among the employees' accounts. Employees who complete 15 years of service with the district after July 1 of any year shall have an account established by the district by July 1 of the following year. Beginning July 1, 2008, the district will contribute \$355.00 to each qualifying member. The district will provide an annual statement to each participating employee by July 31 of each year indicating the amount of that year's contribution and the total amount in the employee's HRA. The account will not reimburse any expenses incurred prior to termination of employment from the district. That amount shall be invested by the district with administrative fees paid by the district until the employee severs employment with the district. Upon resignation, employees shall have the amount accrued contributed to the trust fund. The amount of accrual is the total amount accrued as of the previous June 30th or June 30th of the year of severance if such severance occurs on that date. Upon severance, the employee is responsible for investment of HRA funds and for all administrative fees. Note: This language is not retroactive. Prior to July 1, 2006, the collective bargaining agreement provided that from 2005-06, the district contributed \$9,000 annually.

ARTICLE VIII
LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1.

- a. All full-time employees shall earn sick leave at the rate of one day per month worked in the employ of the school district. Sick leave shall accrue monthly as it is earned on a proportionate basis to the employee's workday and year.

- b. Part-time employees regularly employed more than 14 hours per week and 100 days per year but less than full-time shall be eligible for sick leave as provided in this article. Accumulation and accrual of such sick leave days shall be proportionate to their normal workday.

Subd. 2. Unused sick leave days may accumulate to a maximum credit of 185 working 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 due to illness that prevented his/her attendance at school and performance of duties on that day or days.

Subd. 4. The school district may require an employee to furnish a medical certificate from the district-designated physician or other qualified physician as evidence of illness, indicating such absence was due to illness in order to qualify for sick leave pay. However, the final determination as to the eligibility of CLASS employees for such leave is reserved to the school district.

It shall be the responsibility of each employee to provide medical certification by a doctor acceptable to the school district. Sick leave will not be paid for disability leaves by the school district unless medical certification is provided to the school district when requested.

Subd. 5. An employee may use sick leave up to the amount accumulated for serious illness of the employee or the employee's minor child. An employee may also use sick leave not to exceed five (5) days per year for serious illness of a spouse, parent, adult child, brother, sister, spouse's parent, or persons who reside in the employee's household, or as otherwise allowed under the state and federal law. Subject to the discretion and pre-approval of the superintendent or designee, employees may also use up to five (5) additional disability days for a serious disability of a spouse, parent, adult child, brother, sister, spouse's parent, or persons who reside in the employee's household; however, the granting of such leave will require a doctor's certificate specifying that attendant care is required for the disabled person. The current law (<https://www.revisor.mn.gov/statutes/?id=181.9413>) is described in Appendix (A), the District letter explaining the application of the law. The union has agreed that the contents of this letter are neither grievable nor arbitrable. In the event an employee has exhausted sick leave, they may use available personal days.

Subd. 6. Sick Leave and Workers' Compensation: When an employee is injured on the job in the service of the school district and collecting Workers' Compensation insurance as well as drawing on sick leave and receiving full salary from the school district, his/her salary shall be reduced by an amount equal to the insurance payments and only that portion of the days not covered by insurance will be deducted from his/her accrued sick leave. (See Article VII, Section 8.)

Subd. 7. Sick leave pay shall be granted subject to submission of a properly signed and authorized time card reflecting correct information.

Subd. 8. Physicals, medical examinations and dental examinations are to be scheduled at times other than the normal employment period; however, if such examination cannot be scheduled except during the normal employment period, the employee may arrange for flex time with the immediate supervisor.

Section 2. Disaster Leave:

The school district shall provide disaster leave coverage for employees eligible for sick leave who have exhausted accumulated sick leave prior to the commencement of long-term disability benefits. An employee will become eligible for disaster leave coverage after the employee has been continually disabled and unable to work for thirty (30) consecutive work days as certified by a medical doctor. Disaster leave payments shall be retroactive to the day that regular sick leave payments expire and shall continue only for a period during which the employee remains continuously disabled and unable to work. Disaster leave payments shall cease on the 61st calendar day of disability.

Section 3. Bereavement Leave:

All full-time employees and part-time employees who work at least fourteen (14) hours per week and 170 days per year, shall be granted up to five (5) days leave for death in the immediate family. The particular amount of leave allowed under this provision is subject to the discretion of the superintendent, depending upon the circumstances. For purposes of this section immediate family is defined as the employee's spouse, child, parent, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, aunt, uncle, legal guardian, grandchild, daughter-in-law, son-in-law, niece, nephew, persons who reside in the employee's household and spouse's grandparent. Days under this section shall not be deducted from sick leave.

Section 4. General Leave:

Subd. 1. Employees in the school district may apply for an unpaid leave of absence subject to the provisions of this section. The granting of such leave shall be at the discretion of the school district.

Subd. 2. Such leave may be granted without pay by the school district for Peace Corps, medical reason, extended illness of the employee's family, adoption, civic activities or other reasons deemed appropriate by the school district. Leaves may be granted for periods of up to one (1) year and the school district may, at the school district's discretion, renew such leaves.

Section 5. Personal Leave:

Subd. 1. Upon request a full-time employee will be granted four (4) days of personal leave per year. Unused personal leave may accumulate to a maximum of 6 days.

Subd. 2. Upon request a part-time employee will be granted three (3) days of personal leave per year. Unused personal leave may accumulate to a maximum of 6 days.

Subd. 3. Requests for personal leave shall be made in writing at least two days in advance, whenever possible, to the employee's supervisor. If the personal leave makes it impossible to submit the written request in advance, an oral request shall be made to the supervisor. If more than one employee per building makes a request for the same day, it may be necessary to limit the number of personal leave days granted per day.

Section 6. Jury Duty:

An employee who serves on jury duty shall be granted the day or days necessary as specified by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. In the event an employee serves on jury duty pursuant to this section, the school district will compensate the employee for the difference between the regular salary and the amount received as jury duty pay exclusive of mileage.

Section 7. Child Care Leave:

Subd. 1. The school district shall grant upon request of the employee a child care leave, without pay, to one parent of a pre-school child age, natural or adopted, subject to the provisions of this section. For purposes of this section, the term child care shall include but not be limited to the period of time when an employee is pregnant.

Subd. 2. In the event of pregnancy, an employee may continue her duties until the onset of the disability and thereafter utilize disability leave with pay during the period of disability. Thereafter, an employee may request a child care leave. However, if the employee requests a child care leave prior to the onset of disability such child care leave shall be in effect from the date of commencement through the period of child birth and recovery.

Subd. 3. A pregnant employee shall notify the Executive Director of Human Resources in writing not later than the end of the sixth month of pregnancy, and, also at such time, provide a physician's statement indicating the estimated date of delivery of the child.

Subd. 4. An employee may take a child care leave of up to twelve (12) months. The commencement and return date of child care leave shall be determined by mutual agreement between the employee and the Superintendent, or his designee, taking into account the needs of the district and desires of the employee.

Subd. 5. In approving a child care leave of absence, the school district shall not be required to grant any leave more than twelve (12) months in duration or permit the employee to return to his/her employment prior to the date designated in the approved child care leave.

ARTICLE IX GENERAL EMPLOYMENT PROVISIONS

Section 1. Employee Duty Days:

The employee shall perform services on those days as determined by the school board or designated representative including those legal holidays on which the school board is authorized to conduct school.

Subd. 1. Two times regular rate of pay will be paid for legal holidays and Sundays except when such holiday is a regular school day when it will be worked and another day given off in lieu thereof. When Sundays are a part of the normal 40-hour work week schedule, pay shall be at regular rate.

Subd. 2. All hourly paid employees shall work the days as determined by the Superintendent.

Subd. 3. In the event of an energy shortage, severe weather or other exigency, the school district reserves the right to modify the length of the school day, as the school district shall determine, but with the understanding that the total number of hours shall not be increased. That is, a four-day week with increased hours per day will not cause the total hours per week to exceed that originally contracted. In the event the normal school year is reduced from the regularly scheduled days, the employees' normal work year shall be reduced accordingly.

Section 2. Emergency Closings:

Subd. 1. In the event school is closed due to an emergency and employees are prevented from performing their normal duties, the employee will be provided the opportunity to make up the day as determined between the employee and the supervisor, or may use a day of personal leave as provided in Article VIII, Section 4.

Subd. 2. If an employee is requested to work on a day when school has been closed, the employee shall be paid for the day.

Subd. 3. If an employee is sent home by the district prior to the end of the regular working day, the employee shall be paid for the remainder of the day.

Section 3. Hours of Service:

Subd. 1. Basic Workweek: A regular workweek shall consist of five (5) days per week, eight (8) hours per day and 40 hours per week, except as provided in Article III, Section 4, Subdivision 1.

Subd. 2. Part-time Employees: The school district reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis.

Subd. 3. Shifts and Starting Time: All employees will be assigned starting time and shifts as determined by the school district. Permanent changes in shifts or number of working hours may be made with a two-week notice to the employee. In case of emergencies as determined by the school district, this notice shall be waived.

Subd. 4. Lunch Period: Employees shall be provided a duty-free lunch period of at least thirty minutes. Employees shall receive a 15-minute break for each four hours of work per day.

Subd. 5. Minimum Pay: Employees shall be guaranteed two hours work or two hours pay in lieu thereof.

Section 4. Probation/Training Period and Transfers:

Subd. 1. Training Period: An employee under the provisions of the Agreement shall serve a training period of four calendar 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. During the training period the employee shall have no recourse to the grievance procedure insofar as suspension, discharge or other discipline is concerned. However, a trainee shall have the right to bring a grievance alleging a violation relating to any other provision of this agreement.

Subd. 2. Transfers and Promotions: Employees transferring to this bargaining unit from another or employees transferring or receiving promotions within this bargaining unit shall serve a training period of three calendar months of continuous service. During this time, the school district shall have the unqualified right to evaluate the effectiveness of said employee and to demote or transfer back to the previous position if, in the opinion of the school district, that employee is not performing adequately. During the training period, the employee shall have no recourse to the grievance procedure beyond level three (therefore, excluding arbitration) in relation to the transfer back to the previous position. However, a trainee shall have the right to bring a grievance alleging a violation relating to any other provision of this agreement.

Section 5. Discipline/Suspension/Discharge:

Discipline Procedure: Subsequent to the completion of the probationary/training period, an employee shall not be terminated, suspended without pay, or reduced in compensation from a position without just cause. An employee who has completed the training period and is suspended without pay or discharged shall have access to the grievance procedure and the right to representation.

Section 6. Physicals:

Employees may be requested to have a physical examination with the school district's appointed physician and at school district expense if the Superintendent requests one.

Section 7. Tuition Reimbursement:

The school district shall reimburse 50% tuition and book expense for up to three credits per academic session not to exceed a total of nine credits in any one fiscal year for course work which pertains directly to the position. Reimbursement shall also be made for pre-approved, non-credit courses (that is, AVTI, Normandale, University of Minnesota, etc.). In order to be considered for reimbursement, all course work must be approved by the employee's supervisor and Executive Director of Human Resources prior to taking the course work. Tuition reimbursement will occur after the employee has satisfactorily completed the course.

ARTICLE X
HOLIDAYS AND VACATIONS

Section 1. Holidays:

Subd. 1. Eligibility: Full-time employees (as defined in Article III, Section 4) shall receive pro rata paid holidays according to the following schedule.

Subd. 2. Holidays shall be observed as listed in Subdivision 4 of this section. Holidays falling on Sunday shall be observed on Monday and holidays falling on Saturday shall be observed on Friday providing school is closed on the alternate days. If school is held on a listed holiday, a substitute day shall be mutually agreed upon between the Association President and the school board or its designee. If an individual employee is required to

work any of the holidays, a substitute day shall be mutually agreed upon between that employee and his/her supervisor.

Subd. 3. All qualified, full-time employees earning holiday pay may count actual days worked, authorized sick leave, authorized holidays including the floating holiday, emergency closing, vacation and personal leave days as days employed when determining the appropriate location within the schedule of holidays in Subdivision 4.

Subd. 4. Schedule of Holidays:

	<u>260 Day EMPLOYEE</u>	<u>235-259 DAY EMPLOYEE</u>	<u>204-234 DAY EMPLOYEE</u>	<u>175-203 DAY EMPLOYEE</u>
New Year's Day	X	X	X	
Memorial Day	X	X	X	X
Independence Day	X			
Labor Day	X	X		
Thanksgiving Day	X	X	X	X
Friday After Thanksgiving	X	X	X	
Christmas Eve	X	X	X	
Christmas Day	X	X	X	X
Floating Holidays*	X,X,X	X,X,X	X,X	X,X,X
TOTAL	11	10	8	6

* The floating holidays are to be taken upon mutual agreement between the employee and the school district on one of the regularly scheduled work days. Floating holidays shall be accrued pro rata throughout the year. The 175 - 203 and the 204 - 234 day employee has the option of using one of their floating holidays during the winter break period.

Subd. 5. Holidays During Vacations: Any observed holiday falling within the employee's vacation period shall not count as a vacation day.

Section 2. Vacation:

Subd. 1. Eligibility: This section shall apply only to full-time employees working at least 25 hours per week for 235 or more days per year, except as

provided in Article III, Section 4, Subdivision 1. When an employee works less than 8 hours per day, this section shall be computed on a pro rata basis.

Subd. 2. Earned Vacation: Employees working at least 25 hours per week for 52 weeks per year shall be entitled to paid vacation as follows:

- a. After six months of consecutive employment: 5 days
- b. After an additional six months of consecutive employment: 5 days
- c. After completing years two through five of consecutive employment: 10 days
- d. After six years of consecutive employment: 15 days
- e. After 11 years of consecutive employment: 17 days
- f. After 14 years of consecutive employment: 20 days
- g. After 17 years of consecutive employment: 22 days
- h. After 20 years of consecutive employment: 25 days

Employees working at least 25 hours per week for at least 47 weeks per year shall be entitled to five days of paid vacation.

- a. After six years of consecutive employment: 6 days
- b. After 11 years of consecutive employment: 8 days

Subd. 3. Applications:

- a. Vacation anniversary date shall be the employee's employment date. Vacation may be taken subject to the mutual agreement between the school district and the employee. Vacation shall be accrued at the beginning of each fiscal year.
- b. Employees who begin employment after the beginning of a fiscal year will accrue pro rata vacation through the end of that fiscal year.

- c. Accrued vacation is earned on a month-by-month basis. Therefore, employees terminating prior to the end of a fiscal year will receive pro rata pay for unused vacation days, provided such employee provides the school district with at least two weeks advance notice of his/her resignation date. Employees who resign and who have used more vacation time than they have earned will have unearned days adjusted from their final paycheck.
- d. An employee may earn vacation benefits in accordance with subdivision 2, as long as said employee works 25 or more hours per week in accordance with the following schedule:
 - 1. 235-259-day employees are required to work at least 25 hours per week for 47 weeks.
 - 2. 260-day employees are required to work at least 25 hours per week for 52 weeks.
- e. An employee may carry over ten (10) vacation days to the following school year.

ARTICLE XI
LAYOFFS AND JOB POSTINGS

Section 1. Layoffs:

Subd. 1. Layoffs shall be by classification/subclassification as listed in Schedule D. Schedule D is for information only and is not made a part of this employment agreement. The least senior person within a specific classification/sub-classification shall be the first person laid off. The person who is laid off may take the place of the least senior person in the next lower classification/sub-classification. Seniority date is defined in Subdivision 5, Section 4 of Article III.

Subd. 2. Employees whose positions are eliminated or are full-time and reduced by 5%, or reduced from full-time status to part-time status, will be given advance written notice of at least fourteen (14) calendar days by the school district.

Subd. 3. Subject to the other provisions within this section, any employee who is laid off or who is full time and whose hours are reduced by 5%, or reduced from full-time status to part-time status, shall have the rights described in Subd. 1 or be assigned to the next vacant position within their respective classification or sub-classification or in a lower classification or sub-classification if the laid-off employee has the qualifications and ability to perform the duties of the position. For example, a laid-off employee with a classification 5a would be assigned to a vacancy in classification 5a and would receive an appointment to that vacancy subject to being qualified and subject to the provisions of Subdivision 2, Section 4 of Article IX (training period). That same person with classification 5a who has been laid off could also apply and receive an appointment to a position in classification 4a, if qualified. Finally, the 5a employee would be permitted to apply for and receive an appointment to a vacancy in classifications 1, 2 or 3 without an alpha reference, as long as the individual was qualified and was able to perform the duties of the new position. Nothing within this section precludes a staff member from applying for any vacancy within the school district; however, they would be competing with other applicants. The school district shall have the sole right to determine qualifications and ability. This procedure shall be considered a transfer and, as a result, Subdivision 2, Section 4 of Article IX shall be applicable.

Subd. 4. Any employee exercising their privileges under this section who is not able to perform the duties of the position during the training period as described in Subdivision 2, Section 4 of Article IX shall have the opportunity to be placed in another position in keeping with the provisions of Subdivision 3.

Subd. 5. A full-time employee as defined in Subdivision 1, Section 4 of Article III who has been laid off may apply for any vacancy, whether full-time or part-time, in accordance with Subdivision 3 of this section. Part-time employees who have been laid off may only apply for another part-time position, in accordance with Subdivision 3 of this section.

Subd. 6. A full-time employee who has his or her position reduced from full-time to part-time status and, as a result, loses benefits, shall be treated the same as a laid off full-time employee. That is, while the employee works at the reduced part-time position, the employee will be provided the opportunity to apply for the next full-time vacancy for which he or she is qualified in accordance with Subdivision 3. Again, seniority shall prevail if more than one employee is qualified.

Subd. 7. An employee on lay off shall retain seniority and the right to assignment to the next vacant position in accordance with other subdivisions within this section for a period of twenty-four (24) months after the layoff. Any laid-off employee who declines to accept an available position for which he or she is qualified shall be removed from the seniority list. If more than one employee within a position title is laid off and is seeking a vacant position, the provisions of this section shall be administered in accordance with seniority.

Subd. 8. An employee having been notified of being accepted for a vacancy must report to duty within fifteen (15) calendar days of being offered a position. Failure to respond within fifteen (15) days shall constitute termination.

Subd. 9. Any employee obtaining a position through the procedure established in this Section shall be paid in accordance with the salary schedule for the new position.

Section 2. Job Postings:

Subd. 1. Posting and Filling Vacancies: All vacancies anticipated to last more than 20 days in regular positions or newly created positions will be posted for a period of five (5) working days prior to filling the vacancy. A permanent vacancy is defined as one anticipated to last more than six months. A temporary vacancy is defined as one anticipated to last less than six months.

Subd. 2. Application of Vacancies: All employees under this Agreement may submit a written application to the Executive Director of Human Resources for any vacancy or for any new regular position which is posted pursuant to this Article.

Subd. 3. Provided an employee has the qualifications, experience and training deemed necessary by the district to satisfactorily perform the duties and responsibilities of the position, seniority will be a major consideration in filling of vacancies. If an applicant for a position has qualifications required for the position that significantly exceed those of a senior employee, the significant qualification differential shall take preference over seniority. Employees not selected for another position may request the reasons.

Subd. 4. The public employer shall provide a copy of postings of all vacancies to the secretary of the local at the time of the posting.

ARTICLE XII
EMPLOYEE SEVERANCE AND
TAX-SHELTERED ANNUITY MATCHING PROGRAM (403B)

Section 1. Employee Severance.

Subd. 1. Full-time employees, as defined in Article III, Section 4, hired prior to July 1, 1999 and who retire having completed at least eighteen (18) years of continuous service with the school district and who are at least 55 years of age shall be eligible to receive severance pay.

Subd. 2. Severance pay shall be an amount obtained by multiplying 50% of their unused sick days by their daily rate of pay at the time of retirement, but not to exceed 62 days' pay.

Subd. 3. Any full-time employee who is hired after June 30, 1999 shall be eligible to participate in the tax-sheltered annuity matching program (403b) as outlined in Section 2 of this Article, but will no longer be eligible to receive any pay for severance.

Subd. 4. District contributions to the tax-sheltered annuity matching program will offset (be deducted from) the final severance amount upon retirement with the employee receiving the net amount as severance. Should the district's contributions to the tax-sheltered annuity matching program exceed eligible severance at the time of retirement, no severance payment will be due.

Subd. 5. Upon retirement, severance pay will be placed in a Post Retirement Health Care Savings Plan (commonly known as a VEBA).

Section 2. Tax-Sheltered Annuity Matching Program (403b)

Subd. 1. Eligibility: Full-time employees as defined in Article III, Section 4, who have completed one year of service in the district shall be eligible to participate in the tax-sheltered annuity matching program. Employees new to the district shall be eligible to participate the fiscal year following the completion of one year of service.

Subd. 2. Eligible employees may elect to participate in this program for any following year if they have made a determination during the open enrollment period of May 1 to May 31 of each year thereafter.

Subd. 3. This tax-sheltered annuity matching program will provide a dollar-for-dollar match of an eligible employee's tax-sheltered annuity based on a percentage contribution of up to 2.25% of the employee's base salary as of July 1 of each year. Any salary earned above and beyond base salary does not apply to the matching program.

Subd. 4. Employees may defer additional unmatched amounts of their compensation to the 403b program or in any other TSA of their choosing as is permissible by law. Employees are advised to seek advice from a qualified tax advisor or financial planner to ensure they meet permissible guidelines.

Subd. 5. Maximum District Contribution: The maximum contribution to an employee's tax-sheltered annuity shall be \$34,000.

Subd. 6. The salary reduction program (403b tax-sheltered annuity program) shall be administered on an evenly distributed formula over each pay period.

Subd. 7. The employee may select any qualified company pre-approved by the State of Minnesota and also approved by the school district.

Subd. 8. The provisions of this section shall be administered in accordance with the district policy for TSA's.

Subd. 9. The parties agree that any description of benefits contained in this Article is intended to be informational only and the management of contributed funds is the responsibility of the company selected by the employee. It is further understood that the District's only obligation is to make contributions as specified in this Article and that no other claim shall be made against the District pursuant to this Article.

ARTICLE XIII
GRIEVANCE PROCEDURE

Section 1. Grievance Definition:

A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between an employee and the school district as to the interpretation or application of any term or terms and conditions of employment insofar as such matters are contained in this Agreement.

Section 2. Representative:

The employee, administrator or school district may be represented during any step of the procedure by any person or agent designated by such part to act in his/her behalf.

Section 3. Definitions and Interpretations:

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

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 or if it is sent electronically and bears a time stamp within the time period.

Subd. 5. Form for Filing Grievances: A sample form to be used for filing a grievance is attached.

Subd. 6. Election of Remedies and Waiver: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another form as outlined herein, the employee shall waive his/her right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

Section 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 specific provision of the Agreement allegedly violated and particular relief sought within ten days after the date the employee knew or should have known of the event giving rise to the grievance occurred. 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 employee's immediate supervisor before filing a grievance.

Section 5. Adjustment of Grievance:

The school district and the employee shall attempt to adjust all grievances that 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 respective administrative supervisor shall give a written decision on the grievance to the parties involved within five 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 Executive Director of Human Resources, provided such appeal is made in writing within three days after receipt of the decision in Level I. If a grievance is properly appealed to the Executive Director of Human Resources, the Executive Director of Human

Resources shall set a time and meet regarding the grievance within thirteen days after receipt of the appeal. Within five days after the meeting, the Executive Director of Human Resources 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 Superintendent, provided such appeal is made in writing within five days after receipt of the decision in Level II. If a grievance is properly appealed to the Superintendent, the Superintendent shall set a time to hear the grievance within thirteen days after receipt of the appeal. Within ten days after the meeting, the Superintendent shall issue its decision in writing to the parties involved.

Subd. 4. Grievance Mediation: In the event the grievance is not resolved in Level III, the parties may agree to mutually request grievance mediation through the Bureau of Mediation Services.

Section 6. School Board Review:

The school board reserves the right to review any decision issued under Level I, Level II, or Level III of this procedure provided the school board or its designee notify the parties of its intention to review within ten 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 representative to issue such a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

Section 8. Arbitration Procedures:

In the event that the employees and the school district are unable to resolve any grievance, the Association may submit a grievance to arbitration as defined herein.

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Superintendent within five 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 was not 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 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 Bureau of Mediation Services (BMS) to appoint an arbitrator, pursuant to M.S. 179A.21, Subdivision 2 (PELRA), providing such request is made within ten days after request for arbitration. Failure to agree upon an arbitrator or the failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of grievance.

Subd. 4. Submission of Grievance Information:

- a. Upon appointment of the arbitrator, the appealing party shall, within five days after notice of appointment, forward to the arbitrator with a copy to the school board, the submission of the grievance that shall include the following:
 1. The issues involved.
 2. The statement of the facts.
 3. Position of the grievant.
 4. The written documents relating to Article IX, Section 5, of the grievance procedure.
- b. The school board may make a similar submission of information relating to the grievance either before or at the time of the hearing.

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 issues before the arbitrator. The proceedings before the arbitrator shall be a hearing de novo.

Subd. 6. Decision: The decision by the arbitrator shall be rendered within thirty 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 or arbitration decision as provided in the P.E.L.R.A. of 1971 as amended.

Subd. 7. Expenses: Each party shall bear its own expenses relating to the party's representatives, witnesses and any other expenses that the parties mutually agree are necessary for the conduct of the arbitration. Expenses of an arbitrator shall be shared equally between employee and school district.

Subd. 8. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, selection, discretion and number of personnel. In considering any issue in dispute, in its order an arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operation with the legal limitations surrounding the financing of such operations.

ARTICLE XIV DURATION

Section 1. Term and Re-opening of Negotiations:

This Agreement shall remain in full force and effect for a period commencing on July 1, 2018 through June 30, 2020 and thereafter until modifications are made pursuant to the P.E.L.R.A. of 1971 as amended. If either party desired to modify or amend this Agreement at its expiration, it shall give written notice of such intent pursuant to PELRA. Unless otherwise mutually agreed, the parties shall not commence negotiation more than 90 days prior to the expiration of this Agreement.

Section 2. Effect:

This Agreement constitutes the full and complete Agreement between the school district and the exclusive representative representing the CLASS employees of the district. The provision herein relating to terms and conditions of employment supersedes any and all prior Agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality:

Any matters relating to the current position whether or not referred to in this agreement shall not be open for negotiation during the term of this agreement.

Section 4. Severability:

The provisions of this agreement 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 agreement or the application of any provision thereof.

IN WITNESS THEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS FOLLOWS:

FOR:

CLASS PERSONNEL

INDEPENDENT SCHOOL
DISTRICT NO. 272

CLASS Negotiator

Executive Director of
Human Resources

Date Ratified by School Board: June 18, 2018

**CLASS SCHEDULE A
SALARY SCHEDULE
July 1, 2018 through June 30, 2019**

	REGULAR RATE	5-YEAR LONGEVITY	10-YEAR LONGEVITY	14-YEAR LONGEVITY	20-YEAR LONGEVITY
1	15.50	16.89	17.63	18.27	18.66
2	16.99	18.43	19.14	19.81	20.22
3	18.70	20.15	20.87	21.54	21.94
4	20.72	22.29	22.99	23.65	24.07
5	22.83	24.52	25.27	25.90	26.32
6	24.96	26.76	27.51	28.16	28.57

July 1, 2019 through June 30, 2020

	REGULAR RATE	5-YEAR LONGEVITY	10-YEAR LONGEVITY	14-YEAR LONGEVITY	20-YEAR LONGEVITY
1	15.81	17.28	18.03	18.69	19.18
2	17.33	18.85	19.57	20.26	20.77
3	19.07	20.60	21.34	22.02	22.53
4	21.13	22.79	23.50	24.17	24.70
5	23.29	25.06	25.83	26.47	27.00
6	25.46	27.35	28.11	28.77	29.29

F.N. 1 **STEPS:** Staff with 5, 10, 14 or 20 years' seniority as further defined in footnote 2, shall be paid on the corresponding longevity step.

F.N. 2 **STEP MOVEMENT:** Staff members will move to their appropriate step on their anniversary date (first day of most recent continuous service in the school district). Pay will be effective the first day of the following pay period.

SCHEDULE B

GRIEVANCE REPORT FORM
INDEPENDENT SCHOOL DISTRICT 272
EDEN PRAIRIE, MINNESOTA

EMPLOYEE NAME _____

BUILDING _____

DATE GRIEVANCE OCCURRED _____

STATEMENT OF FACTS:

SPECIFIC PROVISIONS OF AGREEMENT ALLEGEDLY VIOLATED:

PARTICULAR RELIEF SOUGHT:

SIGNATURE OF GRIEVANT

DATED

SIGNATURE OF UNION BUSINESS AGENT

DATED

Copies to: Superintendent
 Executive Director of Human Resources
 Exclusive Representative

Schedule C

POSITION TITLE	CLASS	SUB-CLASSIFICATION
Administrative Assistant - Educational Services	6	C
Administrative Assistant – High School	6	C
Administrative Assistant – Central Middle School	6	C
Eagle Zone Program Lead- 10 month	6	I
Eagle Zone Program Lead- 12 month	6	I
Finance Assistant	5	A
Purchasing Specialist	5	A
Transportation Route Programmer	5	B
Transportation Spec. Ed. Router/Dispatcher Asst.	5	B
Administrative Assistant - Community Education	5	C
Administrative Assistant – Elementary School	5	C
Administrative Assistant - Food Services- Child Nutrition	5	C
Administrative Assistant –Personalized Learning & Instruction	5	C
Administrative Assistant - Student Support Services	5	C
Administrative Assistant - Technology	5	C
Administrative Assistant- Transportation	5	C
Assessment Specialist	5	C
Finance & Personnel Assistant- E.P.H.S.	5	C
Finance Assistant- Student Activities	5	C
Intern Coordinator	5	C
MARSS Specialist	5	C
Staffing Specialist – Community Education	5	C
Student Support Services Specialist	5	C
Student Support Services Training Specialist	5	C
Youth Program Specialist	5	C
Communications Specialist	5	D
Help Desk Analyst	5	D
Onsite System Analyst	5	D
System Support Analyst- District Wide	5	D
Training Specialist	5	D
Video/Multimedia Technology Assistant	5	E
Somali Cultural Liaison- Early Childhood	5	F
Community Education Program Specialist- Family Resources	5	G
Student Success Coordinator	5	H
Accounts Payable Clerk	4	A

Payroll Clerk	4	A
CMS Scheduling Clerk	4	C
Office Professional- Community Education	4	C
Office Professional- Community Education Youth Programs	4	C
Office Professional — Counselors	4	C
Office Professional - District Communications	4	C
Office Professional – Early Childhood	4	C
Office Professional - Facilities & Safety	4	C
Office Professional – Grounds	4	C
Office Professional- Learning & Teaching	4	C
Office Professional – Media	4	C
Office Professional – Personnel and Finance – CMS	4	C
Office Professional – Student Centers	4	C
Office Professional – Student Support Services	4	C
Registrar – HS	4	C
Facilities Monitor- Activities & PAC	4	F
Due Process Clerk	4	H
Student Activities Assistant	4	
Attendance Clerk	3	
Community Education Program Registrar	3	
Community Education Youth Programs Registrar	3	
Community Education Receptionist	3	
Educational Coordinator Assistant	3	
Family Service Center	3	
Food Services- Clerk	3	
Media Clerk	3	
Print Center Operator	3	
Receptionist	3	
Resource Center Assistant	3	
Technology Assistant	3	
Clerical Assistant II	2	
Activities Facilities Monitor	1	
Community Education Building Supervisor	1	
Clerical Assistant I	1	
Security Assistant	1	

Note: This schedule is for reference and information only and is not to be considered a part of this employment agreement.

APPENDIX A:

Application of Use of Personal Sick for Family and Safe Leave

WHAT IS REQUIRED?

An employer that allows an employee to request leave for their own injury or illness must also allow the employee to request leave:

- To care for an ill or injured minor child, adult child, spouse, sibling, parent, mother in law, father in law, grandchild, grandparent or stepparent in the same manner the employer would allow an employee to use the leave for themselves.
- Safe leave means that if an employer provides sick leave time, the employer must also allow its employees to use that time off to receive assistance related to sexual assault, domestic abuse or stalking. The employee can also use the sick leave benefits to provide assistance to a family member who is the victim of sexual assault, domestic abuse or stalking. The family member must be one of the relatives listed in the answer to the question above.

WHO IS COVERED?

- Employees who have worked for the employer for at least 12 months
- Employees who worked at least half time during those twelve months (minimum of 20 hours weekly)
- Employers that have 21 or more employees at one site and
- Employers who offer personal sick leave benefits for absence from work due to an employee's illness or injury.

LIMITING TIME OFF

Employees can use up to 20 personal sick days for injury or illness for family listed above; physician documentation is required in order to authorize use of this time.

<https://www.revisor.mn.gov/statutes/?id=181.9413>

The union has agreed that the contents of this letter are neither grievable nor arbitrable.

Early Retirement Incentive Plan
Memorandum of Understanding

This Memorandum of Understanding is entered into between Independent School District No. 272, Eden Prairie, Minnesota (hereinafter referred to as the “School District”) and the CLASS (hereinafter referred to as the “Association”) as follows:

1. Retirement Incentive. The collective bargaining agreement between the parties contains a retirement provision in Article XII. This Memorandum of Understanding is in addition to the retirement provisions of this Article. The intent of this early retirement incentive is to:
 - a. Provide an additional benefit to allow employees to retire during the 2018-2019 period pursuant to the provisions of this Memorandum of Understanding.

2. Eligibility. To be eligible for the benefits of this Memorandum of Understanding, a CLASS member must meet all of the requirements of the following paragraphs:
 - a. Date of Effective Retirement:
 - 1.) End of School Year Retirement. CLASS members wishing to resign at the conclusion of the 2018-2019 school year must submit an irrevocable resignation in writing to the Executive Director of Human Resources no later than the close of the business day on May 1, 2019 at 5:00 p.m.
 - 2.) Mid Year Retirement. CLASS members wishing to resign between December 29, 2018 – June 29, 2019 must submit an irrevocable resignation in writing to the Executive Director of Human Resources 45 days prior to the effective date of their resignation.
 - b. This Memorandum of Understanding shall have no force or effect for any CLASS member who does not submit a resignation within these time periods. After this date, retirement eligibility and benefits shall be as set forth only in Article XII of the CLASS collective bargaining agreement.
 - c. The CLASS member must have completed at least twenty (20) years of full-time continuous service with the school district and be at least fifty-five (55) years of age.
 - d. “Full time” shall be defined as those CLASS members who are employed 25 or more hours per week, five hours per day, for a period of at least 175 working days or more per year (inclusive of paid holidays).
 - e. “Continuous service”, for purposes of this Memorandum of Understanding, shall be defined as continuous years of service in the Eden Prairie School District as a

CLASS member. A year of unpaid leave shall not be counted as a year employed. However, an unpaid leave shall not break a period of otherwise continuous service for the purpose of qualifying for the benefits under this Memorandum of Understanding.

- 3. Benefits. These benefits are in addition to benefits described in Article XII:
 - a. End of School Year Retirement. An eligible CLASS member resigning at the conclusion of the school year per this Memorandum of Understanding shall have \$2,500 placed in the CLASS member's Post-Retirement Health Care Savings Plan (commonly known as a VEBA).
 - b. After 1st Semester Retirement. An eligible CLASS member resigning after the 1st semester of the school year per this Memorandum of Understanding shall have \$1,250 placed in the CLASS member's Post-Retirement Health Care Savings Plan (commonly known as a VEBA).
 - c. Under no circumstance, shall a qualifying CLASS member receive both of the above retirement incentive amounts.

This Memorandum of Understanding will sunset on June 30, 2019.

CLASS PERSONNEL

Eden Prairie Independent School District 272

CLASS Negotiator

Executive Director of Human Resources