

AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT 196

and

**RAVE
CLERICAL ASSOCIATION**

SECRETARIAL AND CLERICAL EMPLOYEES

**Effective July 1, 2017 through
June 30, 2019**

INDEX

SECTION 1 - PURPOSE..... 1

SECTION 2 - RECOGNITION OF EXCLUSIVE REPRESENTATIVE 1

 2.1 Recognition 1

 2.2 Appropriate Unit 1

 2.3 Description of Appropriate Unit 1

 2.4 Notification 1

SECTION 3 - DEFINITIONS AND RIGHTS 1

 3.1 Terms 1

 3.2 Rights 2

 3.3 Definitions..... 2

SECTION 4 - SCHOOL BOARD RIGHTS 3

 4.1 Inherent Managerial Rights..... 3

 4.2 Management Responsibilities 3

 4.3 Effect of Laws, Rules and Regulations 3

 4.4 Reservation of Managerial Rights 3

SECTION 5 - EMPLOYEE RIGHTS..... 3

 5.1 Right to Views 3

 5.2 Right to Join..... 3

 5.3 Dues Check Off..... 4

 5.4 Fair Share Fee 4

 5.5 Access to Membership Information..... 5

 5.6 Tax Sheltered Annuity 5

 5.7 Probationary Period 5

 5.8 Progressive Discipline 5

 5.9 Personnel Files 5

 5.10 RAVE CA Business 5

 5.11 District’s Job Evaluation Committee 6

 5.12 District’s Insurance Committee 6

 5.13 Use of Facilities 6

SECTION 6 - WAGES AND COMPENSATION 7

 6.1 Wage Rates 7

 6.2 Wage Rates 7

 6.3 Wage Groups 7

 6.4 Step Placement and Wage/Longevity Increment Movement..... 10

 6.5 Work Outside the Classification 11

 6.6 Permanent Employees Rate of Pay 11

 6.7 Right to Employ Part Time or Casual Employees 11

 6.8 Calculation of Twelve (12)-Month Employee Salaries 11

 6.9 Longevity 11

 6.10 Compliance 12

 6.11 Pay Periods..... 12

 6.12 Travel Allowance..... 12

 6.13 Leaving Bargaining Unit..... 12

SECTION 7 - HOURS.....	13
7.1 Work Week.....	13
7.2 Work Year.....	14
7.3 Overtime.....	14
7.4 Ten-(10) Month Employee Work Year.....	14
7.5 Vacations.....	15
7.6 Leave of Absence.....	16
7.7 Sick Leave.....	17
7.8 Bereavement.....	19
7.9 Holidays.....	20
7.10 Emergency Closings.....	20
7.11 School Closings.....	21
7.12 Jury Duty.....	21
7.13 Military Leave.....	21
7.14 Parenting Leave.....	21
7.15 Compensatory Time.....	22
7.16 Longevity Personal Leave.....	22
7.17 Personal Leave.....	22
SECTION 8 - GROUP INSURANCE.....	23
8.1 Health Insurance.....	23
8.2 Life Insurance.....	24
8.3 Long-term Disability Insurance.....	24
8.4 Ten (10) Month Employees.....	24
8.5 Selection of Carrier.....	25
8.6 Claims Against the School District.....	25
8.7 Duration of Insurance Contribution.....	25
8.8 Dental Coverage.....	25
SECTION 9 - GRIEVANCE PROCEDURE.....	26
9.1 Grievance Definition.....	26
9.2 Representative.....	26
9.3 Definitions and Interpretations.....	26
9.4 Time Limitation and Waiver.....	26
9.5 Designation of Board Representative.....	26
9.6 Adjustment of Grievance.....	27
9.7 School Board Review.....	27
9.8 Denial of Grievance.....	27
9.9 Arbitration Procedures.....	27
SECTION 10 - JOB POSTING AND SENIORITY.....	28
10.1 Posting of Job Openings.....	28
10.2 Seniority List.....	29
10.3 Placement of Physically Disabled Employee.....	29
10.4 Loss of Seniority.....	29

SECTION 11 - DISPLACEMENT, INVOLUNTARY/VOLUNTARY LEAVE AND RECALL	29
11.1 Recognition	29
11.2 Definitions	29
11.3 Seniority Date	30
11.4 Reduction in Hours	30
11.5 Displacement Due to Program/Staffing Changes	31
11.6 Bumping Process	31
11.7 Recall	33
11.8 Duration of Voluntary or Involuntary Leave	33
SECTION 12 - RETIREMENT	34
12.1 Early Retiree Insurance	34
12.2 Post-Retirement Health Care Savings Plan	34
SECTION 13 - TAX DEFERRED MATCHING CONTRIBUTION PLAN	34
13.1 Purpose	34
13.2 Legal Authority	34
13.3 Authorization	34
13.4 Eligibility	34
13.5 Vendors	35
13.6 Participation	35
13.7 School District Contribution for Full Time Employees	35
13.8 School District Contribution for Part Time Employees	36
13.9 Compliance	36
SECTION 14 - DURATION	36
14.1 Term and Reopening Negotiations	36
14.2 Effect	36
14.3 Finality	37
14.4 Severability	37

SECTION 1
PURPOSE

THIS AGREEMENT, entered into between the School Board of Independent School District 196, Rosemount, Minnesota, hereinafter referred to as the School Board or School District, and the RAVE Clerical Association, hereinafter referred to as RAVE CA, 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 Independent School District 196 clerical employees during the duration of this Agreement.

SECTION 2
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

- 2.1 Recognition: In accordance with the P.E.L.R.A. of 1971 as amended, the School Board recognizes the RAVE Clerical Association as the exclusive representative of all secretarial and clerical employees employed by Independent School District 196 in the appropriate unit as defined in Section 2.3 of this Agreement, which 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.
- 2.2 Appropriate Unit: The exclusive representative shall represent all secretarial and clerical employees of the District contained in the appropriate unit as defined in Section 2.3 of this Agreement and the P.E.L.R.A. of 1971 as amended, and in certification by the Director of Mediation Services, case number 05-PRE-1105.
- 2.3 Description of Appropriate Unit: For purposes of this Agreement, the term secretarial and clerical employees means all secretaries and clerks in the appropriate unit employed by the School Board in such classification, but excluding the following: secretaries and clerks in the superintendent's office, secretaries to superintendent's cabinet directors, secretary to the coordinator of Human Resources, employees hired to work less than fourteen (14) hours per week or 35% of the normal work week and employees hired to work less than sixty-seven (67) work days per year as well as supervisory and confidential employees.
- 2.4 Notification: The School District shall notify RAVE CA in writing within five working days after a new employee completes his/her new hire paperwork. The School District shall notify RAVE CA within five (5) working days after a change notice is processed by Human Resources that changes an employee's scheduled hours or job classification.

SECTION 3
DEFINITIONS AND RIGHTS

- 3.1 Terms: Terms used in this Agreement shall have those meanings as defined by the P.E.L.R.A. of 1971 as amended.

3.2 Rights: Employer and employee rights shall be as contained in P.E.L.R.A. of 1971 as amended.

3.3 Definitions:

Employee: Any employee of the school district who is covered under this collective bargaining agreement as set forth in Section 2.3.

Full-Time Employee: Shall be an employee who works on a regular basis thirty (30) or more hours per week or who works .75 FTE or more per week. There are full time employees who work ten (10) months and full time employees who work twelve (12) months. There are different benefits for full time ten and twelve month employees

Full Time Equivalent (FTE): Full time equivalent is based on the following:

12 month 1.0 FTE = not less than 2080 scheduled work hours per year

10 month 1.0 FTE = 1384 scheduled work hours per school year

Part-time Employee: Shall be an employee who works on a regular basis less than thirty (30) hours per week or who works less than .75 FTE per week. There are part time employees who work ten (10) months and part time employees who work twelve (12) months. Generally part time employees are not eligible for benefits.

Note: Both full time and part time employees are paid on an hourly basis for time worked or for hours covered under an applicable benefit such as sick leave, vacation, personal leave and holiday pay.

Casual Employee: Shall be an employee who works either

A. Less than fourteen (14) hours per week (35% of the normal work week) or

B. Less than 67 days in a year and is thus not subject to the provisions of this Agreement until the maximum days and hours of work have been achieved as per this Section.

Temporary Employee: Shall be a person hired as a replacement for an employee who is on a leave of absence and whose assignment ends upon the return of the employee.

Section 7.6.1 governs these employees. If the employee works less than fourteen (14) hours per week or less than sixty-seven (67) days in a year, the employee is not subject to this Agreement.

Daily Rate of Pay: An employee's daily rate of pay shall be the applicable hourly rate and applicable longevity pay as provided in the wage rate section times eight hours times the employee's full-time equivalent. The daily rate of pay shall not include overtime pay, additional services pay or other compensation.

Work Day: Shall be the number of hours an employee is regularly scheduled to work on a given day.

Administrator: Building principal or his/her designee.

SECTION 4
SCHOOL BOARD RIGHTS

- 4.1 Inherent Managerial Rights: The exclusive representative recognizes that the School Board is not required to meet and negotiate on matters of inherent managerial policy, which includes, 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 and selection and direction and number of personnel.
- 4.2 Management Responsibilities: The exclusive representative recognizes the right and obligation of the School Board 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.
- 4.3 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 Board and shall be governed by the laws of the State of Minnesota, and by School Board 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 Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the School Board, 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.
- 4.4 Reservation of Managerial Rights: The foregoing enumeration of School Board rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School Board.

SECTION 5
EMPLOYEE RIGHTS

- 5.1 Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or the exclusive representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.
- 5.2 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 the 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 employees of such unit with the Board.

5.3 Dues Check Off: Any member of the bargaining unit may authorize the School District to deduct from his/her pay the amount of dues charged by RAVE CA. This authorization must be in writing and forwarded by RAVE CA to the payroll office not less than thirty (30) days prior to when the deductions are to begin. The School District agrees to implement the dues deductions submitted to the School District by RAVE CA, and agreed to by the employee.

When a RAVE CA member has authorized a dues deduction, such authorization may only be cancelled annually by the School District upon receiving the employee's termination of the authorization in writing from RAVE CA no later than October 1 of each year.

All RAVE CA related deductions shall be deducted monthly from the employee's paycheck. Twelve (12) month employees shall have twelve (12) equal deductions and ten (10) month employees shall have ten (10) equal deductions.

5.4 Fair Share Fee: In accordance with M. S. 179A.06, Subd. 3, any employee included in the appropriate unit who is not a member of the exclusive representative is required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee required of any employee shall not exceed his/her prorata share of the specific expenses incurred for services rendered by the exclusive representative in relationship to negotiations and administration of grievance procedures for employees in the appropriate unit.

The employer shall notify the exclusive representative within twenty (20) days after termination of employment. After a thirty (30) day notice in writing to the Payroll Officer of the name of the employee and the amount of the fair share fee certified by the exclusive representative, the School District will deduct such fair share fee in installments from such employee's paycheck each month and will forward such fees to the exclusive representative. The exclusive representative agrees to notify the employer promptly whenever any employee subject to a fair share deduction becomes a member of the exclusive representative, and no further fair share fee deductions for such employee will thereafter be made. Any dispute as to the amount of such fee shall be solely between the exclusive representative and the employee involved.

The exclusive representative hereby warrants and covenants that it will defend, indemnify and save the School District harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the exclusive representative as provided herein.

All RAVE CA related deductions shall be deducted monthly from the employee's paycheck. Twelve (12) month employees shall have twelve (12) equal deductions and ten (10) month employees shall have ten (10) equal deductions.

- 5.5 Access to Membership Information: The School District, upon request, shall provide bargaining unit employee information to RAVE CA as permitted by Minnesota Statute 13.43.
- 5.6 Tax Sheltered Annuity: Upon receipt of signed applications from secretarial-clerical employees on a form approved by the payroll department, the School District agrees to deduct from secretarial-clerical salaries payments to any eligible tax shelter company to which payments are already being made by other employees through School District payroll deductions. Calculations of allowable maximum contributions, according to IRS regulations, shall be the responsibility of the annuitant and the respective company. In no instance is the District liable for exceeding maximum allowable contributions as specified in IRS regulations. District involvement in the annuity program is limited to payroll deduction and remittance of such deductions to the designated company, and questions about policies, reports, refunds, status of all such matters are to be determined between the participant and the company and not referred to District offices. Payroll deductions will be deducted each pay period in equal installments of not less than \$10 per pay period and will be continued from one school year to the next unless the employee notifies the Payroll Department in writing of his/her desire to terminate deductions. Commencement or modification of annuity contributions will be effected by the Payroll Department as soon as practicable following receipt of written communication from the employee. This section is based on Section 403(b) of the Internal Revenue Codes as amended.
- 5.7 Probationary Period: An employee shall, under the provisions of this Agreement, serve a probationary period of sixty (60) days worked during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provision of the contract alleged to have been violated.
- 5.8 Progressive Discipline: The parties to this Agreement recognize both the concept of progressive discipline and the fact that accelerated disciplinary actions, including discharge, may be warranted in instances involving severe or repeated misconduct. An employee who has completed the probationary period may be suspended without pay, discharged or disciplined only for just cause. Written reprimands, notices of suspension and notices of discharge which are to become part of an employee's personnel file shall also be sent to the employee who is the subject of such documents and to the exclusive representative.
- 5.9 Personnel Files: The School District personnel file relating to an individual employee will be available during regular office business hours to that employee. Upon written request, the employee shall have the right to reproduce any of the contents of the file at his/her own expense and to submit for inclusion in the file written information in response to any material contained therein.
- 5.10 RAVE CA Business:
- 5.10.1 The School District shall not deduct the pay of elected officers or appointed representatives involved in/or conducting RAVE CA business up to forty (40) days per calendar year, however, these days shall not be used for negotiation, mediation or arbitration of any kind or

anything related thereto. Any days used will be charged to RAVE CA at the hourly rate for the substitute, if any, required to perform the duties of the employee conducting RAVE CA business.

Each subsequent day used for RAVE CA business each year should be billed to RAVE CA at the full daily pay rate of the absent clerical employee for each day of absence.

These absences are to be requested and authorized by RAVE CA.

5.10.2 The School District shall not deduct the pay of RAVE CA members for negotiation, mediation or arbitration of any kind or anything related thereto. Any days used will be charged to RAVE CA at the hourly rate of pay for each individual.

These absences are to be requested and authorized by RAVE CA.

5.10.3 Written notification for the use of RAVE CA leave must be made in writing by RAVE CA to the Director of Human Resources at least three calendar days in advance indicating the clerical employee designated to be released from duty and the date of release as well as the reason for the release and the location where the clerical employee may be reached. The School District shall afford reasonable time off to elected officers or appointed representatives of the exclusive representative to conduct the duties of the exclusive representative and shall, upon request, provide for leaves of absence to elected or appointed officials of the exclusive representative.

5.11 District's Job Evaluation Committee: The exclusive representative shall appoint a secretarial/clerical representative to serve on the district's job evaluation committee. The exclusive representative retains the right to appoint or reappoint a replacement if the current secretarial/clerical representative resigns from the committee or has served a period equal to or exceeding two (2) years.

5.12 District's Insurance Committee: The exclusive representative shall appoint a secretarial/clerical representative to serve on the district's insurance committee. The exclusive representative retains the right to appoint or reappoint a replacement if the current secretarial/clerical representative resigns from the committee or has served a period equal to or exceeding two (2) years.

5.13 Use of Facilities

5.13.1 District Buildings: RAVE CA shall have the right to use School District buildings before or after the scheduled work hours of RAVE CA members for meetings, with prior approval of the School District, provided that this shall not interfere with or interrupt school operations or community education events. Expenses incidental to the meeting shall be borne by RAVE CA whenever the use of such facilities results in additional cost to the School District.

5.13.2 Discussion: Duly authorized representatives of RAVE CA shall be permitted to discuss matters pertaining to RAVE CA business with employees covered under this collective bargaining agreement in School District buildings at all reasonable times at the

discretion of the administrator or department supervisor, provided that this shall not interfere with or interrupt normal operations.

5.13.3 Communication: RAVE CA shall have the right to distribute to RAVE CA members appropriately identified notices on designated school bulletin boards, through the School District voice mail and e-mail systems, and in RAVE CA members' mailboxes.

SECTION 6
WAGES AND COMPENSATION

NOTE: Notwithstanding the language in Sections 6.4.1 and 6.4.3, for the contract period July 1, 2017 to June 30, 2019, step advancement will be as follows:

	<u>7/1/17</u>	<u>7/1/18</u>
<i>Employees hired 12/1/14 – 11/30/15</i>	<i>3</i>	<i>3</i>
<i>Employees hired 12/1/15 – 11/30/16</i>	<i>2</i>	<i>3</i>
<i>Employees hired 12/1/16 – 11/30/17</i>	<i>1</i>	<i>2</i>
<i>Employees hired 12/1/17 – 11/30/18</i>	<i>1</i>	<i>1</i>
<i>Employees hired 12/1/18 – 6/30/19</i>		<i>1</i>

6.1 Wage Rates: Secretarial and clerical employees shall be given the appropriate wage as indicated by the following salary schedule commencing July 1, 2017, and ending June 30, 2018:

<u>Step</u>	<u>Group I</u>	<u>Group II</u>	<u>Group III</u>	<u>Group IV</u>	<u>Group V</u>	<u>Group VI</u>
1	19.84	18.80	17.90	16.87	16.54	16.14
2	21.17	20.06	19.08	18.01	17.66	17.24
3	22.49	21.32	20.30	19.18	18.76	18.32

6.2 Wage Rates: Secretarial and clerical employees shall be given the appropriate wage as indicated by the following salary schedule commencing July 1, 2018, and ending June 30, 2019:

<u>Step</u>	<u>Group I</u>	<u>Group II</u>	<u>Group III</u>	<u>Group IV</u>	<u>Group V</u>	<u>Group VI</u>
1	20.24	19.18	18.26	17.21	16.87	16.46
2	21.59	20.46	19.46	18.37	18.01	17.58
3	22.94	21.75	20.71	19.56	19.14	18.69

6.3 Wage Groups: As of July 1, 2017, the job titles included in each of the wage groups set forth in Sections 6.1 and 6.2 of this Agreement were as follows:

Group I

Accounting Specialist
Assessment Center Secretary
Bookkeeper/Secretary to Food and Nutrition Services
Bookkeeper/Secretary to Special Education Department
Career Development Program Secretary
Food Service Technology Support Clerk I
High School (12 month) Building Secretary
High School Bookkeeper/Secretary
High School Technology Support Clerk
Insurance Specialist
Payroll Specialist
Secretary to ABE Coordinator
Secretary to ALC Coordinator
Secretary to Coordinator of ECFE
Secretary to Coordinator of ECSE
Secretary to Coordinator of Facilities and Grounds
Secretary to Coordinator of Fiscal Services
Secretary to Coordinator of Food and Nutrition Services
Secretary to Coordinator of Transportation
Secretary to Department of Human Resources
Secretary to EBD Coordinator
Secretary to Elementary Curriculum Coordinator
Secretary to Elementary School Principal
Secretary to High School Principal
Secretary to Middle School Principal
Secretary to Educational Services Coordinator
Secretary to Secondary Curriculum Coordinator
Secretary to Special Education Coordinator
Secretary/Human Resources
Secretary/Registrar
Secretary/Sub Caller
Work Station Technician

Group II

Accounts Payable Associate
Accounts Payable/Audit Analyst
Community Education (12 month) Secretary
ECFE Center Secretary
Educational Services Department Secretary
Financial Systems Practitioner
Food Service Technology Support Clerk II
Library/Media Technician (SES)
Middle School (12 month) Building Secretary

Middle School Technology Support Clerk
Payroll Analyst
Payroll Practitioner
Secretary to Community Education Area Manager
Secretary to Aquatics Coordinator
Secretary to Integration/Equity Coordinator
Secretary to Learning Services Manager
Special Education Department Secretary
Student Information Secretary
Word and Design Secretary

Group III

Accounting Clerk
Accounting Clerk, Central Receiving
Accounting Clerk, Facilities and Grounds
Accounting Clerk, Science Center
Accounting Clerk, Special Education Department
Accounting Clerk, Transportation
Cable TV Operations Editor
Census Recorder/Caller
District Archivist
District Office Receptionist/Switchboard
Elementary Technology Support Clerk
Health & Safety Department Clerk
Kindergarten Plus (12 Month) Secretary
Secretary (12 month), Community Education

Group IV

Attendance Secretary
Child Study Secretary
Community Education (10 month) Secretary
Educational Services Department (10 month) Secretary
Elementary (10 month) Secretary
Guidance Secretary
High School (10 month) Secretary
Lead Printroom Clerk (12 month)
Middle School (10 month) Secretary

Group V

Assistive Technology Vision Clerk
AVID Basic Skills Clerk
Basic Skills Clerk
Behavior Support Clerk
Computer Lab Clerk
Early Childhood Screening Clerk
ECFE Teaching Assistant
Paraprofessional

Printroom Clerk
 Secondary Media Center Clerk
 Special Education Paraprofessional
 Word Processing & Design Instructional Clerk

Group VI

ABE Clerk Typist
 Attendance Clerk
 Copy Center Clerk
 ECFE Clerk
 Elementary Media Center Clerk
 Facilities and Grounds Clerk
 Instructional Clerk
 Kindergarten ELL Clerk
 Kindergarten Plus Clerk
 Mail Room Clerk
 Nurse's Office Clerk
 Parent Volunteer Clerk
 Resource Clerk
 Science Center Supply Clerk
 Staff Resource Clerk
 Student Services Clerk

The parties may agree to add or change positions during the term of the working agreement.

6.4 Step Placement and Wage/Longevity Increment Movement:

6.4.1 New Employee Step Placement: At the time an employee is first assigned to a position, the District may consider prior related experience in determining step placement on the salary schedule.

6.4.2 Common Anniversary Date for Wage, Longevity Step Movement and Tax-Deferred Matching Contributions:

NOTE: Notwithstanding the language in Sections 6.4.1 and 6.4.3, for the contract period July 1, 2017 to June 30, 2019, step advancement will be as follows:

	<u>7/1/17</u>	<u>7/1/18</u>
<i>Employees hired 12/1/14 – 11/30/15</i>	<i>3</i>	<i>3</i>
<i>Employees hired 12/1/15 – 11/30/16</i>	<i>2</i>	<i>3</i>
<i>Employees hired 12/1/16 – 11/30/17</i>	<i>1</i>	<i>2</i>
<i>Employees hired 12/1/17 – 11/30/18</i>	<i>1</i>	<i>1</i>
<i>Employees hired 12/1/18 – 6/30/19</i>		<i>1</i>

July 1 of each year shall be the common anniversary date shared by all unit employees for purposes of wage step and longevity increment movement. New employees who begin employment on or after July 1 but before December 1 will be credited with a year's experience and will receive their first increment movement on the following July 1. New employees who begin employment on or after December 1 but before July 1 will be credited with a year's experience and will receive their first increment movement only after their second July 1 as an employee.

Step Movement: Clerical employees shall not advance on the wage and longevity schedules until a new collective bargaining agreement is approved pursuant to P.E.L.R.A. of 1971, as amended, as provided in Section 18.

6.4.3 Personal Anniversary Date for Displacement and Recall: Consistent with Section 11.3, an employee's most recent continuous service date of hire shall be used as the seniority date for purposes of displacement and recall.

6.5 Work Outside the Classification: When working in a position which is in a higher wage group than the employee's for a period of more than five (5) consecutive working days, the employee shall be paid the employee's step in the absentee's classification or salary range retroactive to the first day of such assignment.

6.6 Permanent Employees Rate of Pay: Permanent employees, who (during their normal work periods) substitute for other permanent employees, shall not suffer loss in wages. Permanent employees who are asked to work other than their normal work period shall receive their regular rate of pay unless so notified prior to the scheduled work assignment.

6.7 Right to Employ Part Time or Casual Employees: The School District has the right to employ such personnel as it feels necessary on a part-time or casual basis.

6.8 Calculation of Twelve (12)-Month Employee Salaries: Notwithstanding the provisions of Sections 6.1 and 6.2, the salary of twelve (12)-month employees shall be calculated on the basis of actual hours worked per year.

6.9 Longevity: Employees who have completed the following amounts of service in the bargaining unit shall receive the corresponding amount of longevity pay per hour in addition to the basic wage rate set forth in Sections 6.1 and 6.2. Employees shall receive longevity increases on July 1, consistent with Section 6.4.2.

Longevity for 2017-2018

<u>Years of Service</u>	<u>Seniority Dates</u>	<u>July 1, 2017</u>
5	12/1/09 through 11/30/12	\$ 1.92
8	12/1/07 through 11/30/09	\$ 2.47
10	12/1/02 through 11/30/07	\$ 3.09
15	12/1/97 through 11/30/02	\$ 4.12
20	12/1/92 through 11/30/97	\$ 5.15
25	On or before 11/30/92	\$ 6.18

Longevity for 2018-2019

<u>Years of Service</u>	<u>Seniority Dates</u>	<u>July 1, 2018</u>
5	12/1/10 through 11/30/13	\$ 1.96
8	12/1/08 through 11/30/10	\$ 2.52
10	12/1/03 through 11/30/08	\$ 3.15
15	12/1/98 through 11/30/03	\$ 4.20
20	12/1/93 through 11/30/98	\$ 5.25
25	On or before 11/30/93	\$ 6.30

6.10 Compliance: The wages set forth in Section 6 above are in accordance with Minnesota Statutes (1984) 471.991 through Minnesota Statutes (1984) 471.999, as revised. (Comparable Worth Law)

6.11 Pay Periods:

6.11.1 Secretarial/clerical employees will be paid twice per month with checks distributed on the 15th and last day of the month. In the event either of these days should fall on a weekend or holiday, the payday will be on the preceding work day.

6.11.2 Ten-month (10) employees will have two (2) options in regard to payroll checks:

- A. 1/19 of their annual salary on each of the first nineteen (19) pay dates beginning the second pay date in September.
- B. 1/24 of their annual salary on each of the twenty-four (24) pay dates beginning the first pay date in September.

Options once made are final for the entire school year.

6.11.3 Returning secretarial/clerical employees shall retain the same option as they had the previous school year unless the coordinator of Human Resources is otherwise notified prior to August 15 of the school year. New employees must notify the School District payroll office of their selected option before August 15 or they will automatically be given option (a) above.

6.12 Travel Allowance: Employees shall be reimbursed for all private automobile usage which is incurred in connection with School District business at the rate per mile which is approved by the School Board and included in board policy on the date of such usage.

6.13 Leaving Bargaining Unit: Any employee who leaves the bargaining unit for any other position within the School District forfeits their bargaining unit seniority.

SECTION 7
HOURS

7.1 **Work Week:** A regular work week shall consist of forty (40) hours and eight (8) hours a day, exclusive of lunch.

7.1.1 **Work Breaks:** The School District intends to allow reasonable work breaks depending on the length of the employee’s regular work schedule. Employees working at least four (4) hours per day shall be allowed to take one (1) fifteen (15) minute break. Employees working six and one-half (6 1/2) or more hours per day shall be allowed to take one (1) fifteen (15) minute morning break and one fifteen (15) minute afternoon break. The parties recognize that the timing of breaks is subject to operating needs and schedules of the building or department, absenteeism of coworkers, continuity of services, etc., that not all employees desire the same amount or type of break consideration, and that buildings, departments, and employees may observe mutually acceptable alternative break practices.

7.1.2 **Lunch Breaks:** Employees scheduled to work six (6) hours or more per day shall be allowed to take a one-half (1/2) hour uninterrupted, duty-free, unpaid lunch break in addition to their scheduled hours. The parties recognize that the timing of lunch breaks is subject to operating needs and schedules of the building or department, absenteeism of coworkers, continuity of services, etc., that not all employees desire the same amount or type of lunch break consideration, and that buildings, departments, and employees may observe mutually acceptable alternative lunch break practices. Employees who do not receive an uninterrupted, duty-free lunch period shall receive their regular pay for the lunch period by reporting time worked on a timesheet.

Special education paraprofessionals who are normally scheduled to eat lunch with their student and, therefore, not eligible for a duty free lunch, are paid for their lunch period.

7.1.3 **Summary of Work Break and Lunch Break**

Paid Hours/ Hours Worked per day	Work Breaks	Lunch Break	Hours Required in Building
Less than 4 hours	None	None	Duty time
4 hours to less than 6 hours	One 15 Break	None	Duty time
6 hours to less than 6 ½ hours	One 15 Break	30 minute, duty free, unpaid lunch break required	Duty time plus 30 minutes for unpaid lunch
6 ½ hours or more per day	Two 15 Breaks One AM; One PM	30 minute, duty free, unpaid lunch break required	Duty time plus 30 minutes for unpaid lunch

7.2 Work Year:

The School District has flexibility to assign work days outside of the student contact year to the extent that the assigned work day is on a teacher duty day. The School District also has flexibility to extend the number of hours in a ten (10) month employee's work day, but not to extend beyond the teacher's duty day or the clerical employee's total number of hours for the year. Clerical employees will receive notice of at least thirty days in advance of any adjustments to their scheduled work days or extension of work hours unless mutually agreed between district and employee.

Ten (10) month employees who work preschool and postschool days shall do so at the discretion of their administrator or department supervisor. Payment shall be at the regular salary rate.

7.2.1 Ten (10) month employees hired on or before September 6, 2011, and who worked 174 days during the 2011-2012 school year, shall work and be paid for 173 duty days per year for every year thereafter.

The employee may, at his/her request, use a personal leave day, a sick leave day (in accordance with Sections 7.7, 7.16, and 7.17), or take an unpaid day for the non student contact days for which they are scheduled to work.

7.2.2 Ten (10) month employees hired between September 7, 2011 and June 30, 2012, who worked 173 days or more for the 2012-2013 school year will be grandparented in at 173 duty days per year for every year thereafter.

The employee may, at his/her request, use a personal leave day, a sick leave day (in accordance with Sections 7.7, 7.16, and 7.17), or take an unpaid day for the non student contact days for which they are scheduled to work.

7.2.3 Ten (10) month employees hired between September 7, 2011 and June 30, 2012, who worked less than 173 days for the 2012-2013 school year may be scheduled to work for less than 173 duty days per year for every year thereafter.

7.2.4 Ten (10) month employees hired on or after July 1, 2012 may be hired and scheduled to work for less than 173 duty days per year for every year thereafter.

7.3 Overtime: Work in excess of forty (40) hours per week shall be considered overtime. Overtime shall be reimbursed at the rate of time and one-half. Overtime shall not be paid unless prior approval has been given by the employee's administrator or department supervisor. Days which are paid as holidays, vacation or sick leave are considered as days worked for purposes of calculating overtime premium entitlements for all employees. Additionally, hours compensated over eight (8) on conference days, open house days, jamboree days, and orientation days, shall be paid at a rate of time and one-half.

7.4 Ten (10) Month Employee Work Year: Ten (10) month employees who are required to work over 193 days per fiscal year will be paid an additional \$.75 per hour effective on the 194th day.

Ten (10) month employees who are required to work over 209 days per fiscal year will be paid an additional \$.75 per hour for a total of \$1.50 per hour more than their regular hourly rate for the 210th and subsequent days worked during a contract year.

7.5 Vacations:

7.5.1 Only full-time twelve (12) month employees who work thirty (30) hours or more per week shall be eligible to accrue vacation on the following basis:

<u>Years of Continuous Eligible Employment</u>	<u>Annual Vacation</u>
1	6 days
2	11 days
5	16 days
10	18 days
11	19 days
12	20 days
13	21 days
14	22 days
15	23 days
20	24 days
25	25 days

7.5.2 Vacation may not be taken during the first six (6) months of employment with the School District, but may be used as accrued time thereafter on a pro rata basis. Employees will accrue vacation from the date of hire. Upon termination or resignation, employees will be paid for their accrued vacation on a pro rata basis.

7.5.3 Employees who become eligible for vacation under the provisions of this Section who were not previously eligible for vacation shall receive partial vacation credit for prior service with the School District since their most recent date of continuous employment as an employee covered by this working agreement. This partial vacation credit shall be determined as follows: First, the employee's hours worked while in ineligible status will be divided by 173.333 to determine the number of months of credit to be allowed. Next, the number of months of credit to be allowed will be subtracted from the date on which the employee was reassigned from ineligible to eligible status to determine the employee's adjusted vacation eligibility date. Then, upon the next anniversary of the employee's adjusted vacation eligibility date and on subsequent anniversaries thereof, the employee shall be credited with vacation according to the annual vacation schedule set forth in this Section.

7.5.4 Vacation which is not used within twenty-four (24) months from the anniversary date on which it is credited shall be forfeited.

7.6 Leave of Absence: A leave of absence of two (2) days or less may be granted by the employee's administrator or department supervisor. Leaves of absence over two (2) days may be granted upon the approval and discretion of the coordinator of Human Resources.

Leaves may be granted up to twelve (12) months. In all cases, the beginning date and the return date of the leave of absence must be approved by and determined at the discretion of the coordinator of Human Resources. Such leave may be granted by the School Board for extended illness of the employee, extended illness of the employee's family, civic activities, political office, full-time educational leave, or other reasons deemed appropriate at the discretion of the School Board.

An employee who has been granted a leave of absence of twelve (12) months must provide written notice to the School District no later than sixty (60) calendar days, or thirty (30) calendar days if on medical leave, prior to their scheduled return date of his/her intentions of returning to his/her position. If the employee fails to provide timely written notice to the School District, he/she will be terminated at the end of the approved leave.

All approved leaves of absence of less than five (5) working days will be without pay unless sick leave, personal leave, or vacation is available and used according to Sections 7.5, 7.7, 7.16, and 7.17. Exceptions to the use of available paid days may be made at the discretion of the coordinator of Human Resources. All approved leaves of absence of five (5) working days or more will be without pay unless the employee has available unused sick leave, personal leave or vacation and the employee at his/her own discretion requests paid leave and uses the leave in accordance with Sections 7.5, 7.7, 7.16, and 7.17. The employee shall be returned to his/her former classification and the employee shall not lose his/her seniority rights.

An extension of a leave of *up to* one additional twelve (12) month period will be considered on a case-by-case basis. In all cases, the beginning date and the return date of the extended leave of absence must be approved by and determined at the discretion of the coordinator of Human Resources.

After twelve (12) months or at the end of the extended leave of absence (twenty-four (24) months), if the employee does not return, his/her former position shall be posted and filled as a permanent position. The employee who formerly held the position shall have no right to return to it. The employee who does not return will be recommended for termination unless Human Resources receives a written resignation.

7.6.1 Leave of Absence Replacements: Vacancies exceeding sixty-seven (67) working days shall be posted as temporary and shall include the beginning and ending dates of the temporary assignment. A unit employee selected as a leave of absence replacement or to replace such a temporarily assigned employee shall return to his/her former assignment upon the return of the absent employee. An external candidate hired as a temporary replacement for more than fourteen (14) hours per week and for more than sixty-seven (67) days will be covered by this Agreement throughout the period of the temporary assignment in the same manner as a probationary employee except that she/he will not acquire seniority rights or be

covered by the provisions of Sections 10 and 11 of the Agreement and will be terminated without right to recall upon expiration of the period of temporary replacement. If the external candidate is hired into the same position immediately following the expiration of the temporary replacement position, he/she will retain any sick leave accrued during the original temporary assignment.

If the external candidate is hired into the same position immediately following the expiration of the temporary replacement position, in addition to retaining accrued sick leave, the employee's date of hire will be the original date he/she was hired into the temporary replacement position. This hire date will be the basis for pay, benefits and seniority.

7.7 Sick Leave:

7.7.1 Ten (10) month employees shall receive sick leave as indicated by the following schedule:

<u># of days/week worked</u>	<u># of sick leave days per year</u>
5	10
4	8
3	6
2	4
1	2

Ten (10) month employees who do not work the same number of days each week shall receive the same number of sick days as days worked in a two (2) week period. Example: An employee who works three (3) days one (1) week and two (2) days the next week will receive five (5) days of sick leave since they work five (5) days in a two (2) week period.

Ten (10) month employees who work variable hours each day shall accumulate sick leave in hours by using the following formula: sick leave hours earned = # of hours worked per year multiplied by 0.0578. An employee who works 1384 hours per year earns eighty (80) hours of sick leave. $80/1384 = 0.0578$ hours of sick leave earned per hour worked.

Twelve (12) month employees shall receive sick leave as indicated by the following schedule:

<u># of days/week worked</u>	<u># of sick leave days per year</u>
5	12
4	10
3	7
2	5
1	2.5

Twelve (12) month employees who do not work the same number of days each week shall receive sick days based on the following formula: number of days worked in a two (2) week period divided by ten (10) then times twelve (12). Example: An employee who

works three (3) days one week and two (2) days the next week will receive the following sick leave: $5/10 = .5 \times 12 = 6$ sick days.

Twelve (12) month employees who work variable hours each day shall accumulate sick leave in hours by using the following formula: sick leave hours earned equals the number of hours worked per year multiplied by 0.0462. An employee who works 2080 hours per year earns ninety-six (96) hours of sick leave. $96/2080 = 0.0462$ hours of sick leave earned per hour worked.

7.7.2 Unused sick leave may be accumulated to a maximum credit of 150 days for all employees whose sick leave is accrued in days or 1200 hours for employees whose sick leave is accrued in hours. In the event the employee's absence is in excess of the number of days earned, and the employee does not return to the said position or resigns or is terminated, the District has the option to deduct or collect salary paid for unearned sick leave using a formula determined by the District.

7.7.3 Each year, the employee shall choose to utilize unused sick leave by exercising the following options, provided he/she is an employee through the end of the day on June 30:

A. Twelve (12) month employees may exchange unused sick leave days by exchanging three (3) days of unused sick leave for one (1) day of vacation or one (1) day of extra wages. A maximum of four (4) days of exchange may be utilized per year. Remaining days shall be applied toward your sick leave accumulation.

Ten (10) month employees may exchange unused sick leave days by exchanging three (3) days of unused sick leave for one (1) day of extra wages. A maximum of only three (3) days of exchange may be utilized per year. Remaining days shall be applied toward your sick leave accumulation.

B. Place unused sick leave days in the sick leave accumulation (under the provisions of Section 7.7.2).

C. Utilize a combination of the above choices with the understanding that only whole days may be used and that days may be counted only once.

7.7.4 Sick leave will not apply, nor may it be earned during a leave of absence.

7.7.5 Sick leave with pay shall be allowed by the School Board whenever an employee's absence is due to illness or injury of the employee or the employee's dependent child, step child, or child for whom the employee has documentation designating legal guardianship which prevented the employee's attendance at work on that day or days.

Up to eight (8) days of sick leave per occurrence shall be allowed to employees due to the illness or injury of a spouse, parent, adult child, sibling, grandchild, grandparent (including in-laws and step relatives of the same degree) or an individual for whom the employee has documentation designating legal guardianship. Additional days with or without pay may be

granted at the discretion of the coordinator of Human Resources. If pay is provided, days shall be deducted from sick leave.

7.7.6 MN Statute 181.9413

Clerical employees who have been employed by the School District for at least twelve (12) months prior to the leave and who worked at least one half of the full time equivalent during those twelve (12) months may use up to 160 hours of sick leave in any twelve (12) month period for the illness or injury of the clerical employee's adult child (including stepchild, biological, adopted, and foster child), spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent for reasonable periods of time as the employee's attendance may be necessary.

This provision is not intended to increase or decrease the amount of time provided in Section 7.7 above except as otherwise required by law. This provision shall be in effect only as required by MN Statute 181.9413.

7.7.7 The District retains the right to require an employee to pass a physical examination as a condition of initial employment. This examination will be taken at a clinic designated by the School District and the cost for the examination will be fully paid by the district.

7.7.8 The School Board may request a statement from the employee's doctor on sick absences of three (3) or more days or if a sick absence occurs before and/or after a paid holiday.

7.7.9 Sick leave allowed shall be deducted from the accumulated sick leave days earned by the employee.

7.7.10 Sick leave shall be prorated for employees whose start date is not the beginning of the fiscal year (12 month employees) or the school year (10 month employees). Employees who accumulate sick leave in days and whose start date is on or before the 15th of the month shall accrue sick leave for that month. Employees who accumulate sick leave in days and whose start date is after the 15th of the month will accrue sick leave starting on the first of the following month.

Employees whose sick leave is accumulated in hours will accumulate sick leave based on the actual number of hours worked.

7.7.11 Sick leave with pay shall be allowed by the School Board whenever an employee's spouse, child, or parent (including step relatives or in-laws of the same degree) is deployed or returns from active military duty up to a maximum of three (3) days per fiscal year. Days will be deducted from accrued sick leave. Additional days, with or without pay, may be granted at the discretion of the coordinator of Human Resources. If pay is provided, days shall be deducted from sick leave.

7.8 Bereavement:

7.8.1 Spouse, Child or Parent: The School District shall grant a leave for the death of the employee's spouse, child, or parent (including in-laws and step relatives of the same

degree). The first three days per occurrence shall not be deducted from accrued sick leave, personal leave or vacation. Additional paid days shall be deducted from the employee's accrued sick leave, personal leave or vacation at the employee's discretion. Employees may elect to take the days unpaid.

7.8.2 Sibling, Grandparent, Grandchild, Aunt, Uncle, Niece, or Nephew (including in-laws and step relatives of the same degree): The School District shall grant a leave for the death of the employee's brother, sister, grandparent, grandchild, aunt, uncle, niece or nephew (including in-laws and step relatives of the same degree) of up to five (5) days upon the recommendation of the employee's administrator or department supervisor. If pay is provided, days shall be deducted from accrued sick leave, personal leave or vacation at the employee's discretion. Additional days with or without pay may be granted at the discretion of the coordinator of Human Resources.

7.8.3 All Other Individuals: The School District shall grant a leave of up to one (1) day per occurrence for the death of someone other than a family member defined above. If pay is provided, days shall be deducted from accrued sick leave, personal leave or vacation at the employee's discretion. Additional days with or without pay may be granted at the discretion of the coordinator of Human Resources.

7.9 Holidays: Full-time twelve (12) month employees who work thirty (30) hours or more per week shall receive twelve (12) paid holidays as follows:

Independence Day	New Year's Eve Day
Labor Day	New Year's Day
Thanksgiving Day	Martin Luther King Jr. Day
Friday following Thanksgiving Day	Presidents' Day
Christmas Eve Day	Memorial Day
Christmas Day	
Floating holiday designated by the Superintendent of Schools	

No employee shall receive pay for a holiday if the employee is absent the work day before or the work day after the holiday without authorization from his/her administrator or department supervisor.

Clerical holidays will be observed, whether paid or unpaid, by all clerical employees covered by this Agreement unless the program for which they work has students scheduled for that day.

7.10 Emergency Closings: All employees shall receive their full pay for any emergency school closings due to inclement weather, energy crisis, defective plumbing, fuel shortages, power outages, etc. If the student school day is subsequently rescheduled and made up, employees will perform their regular assignment without additional compensation. Employees will adjust their hours to the announced starting time on delayed school opening days.

Note: When Early Childhood classes are cancelled, employees scheduled to work these classes will not report to work until their next scheduled class time.

- 7.11 School Closings: If a clerical employee is at work and on duty and is sent home by the Superintendent of Schools as a result of inclement weather, or any other reason not related to discipline or the failure to perform duties properly, the clerical employee shall be paid for a full day.
- 7.12 Jury Duty: An employee who is absent because of required jury duty will be granted leave and will be paid the difference between his/ her regular salary and the fee received for such jury duty. An employee who completes her/his jury duty with one-half (1/2) day or more of the work day remaining shall report for work for that period.
- 7.13 Military Leave: Leaves of absence for military service will be granted in accordance with all applicable statutes.
- 7.14 Parenting Leave:
- 7.14.1 A parenting leave shall be granted by the School District, subject to the provisions of this Section, to one (1) parent in conjunction with the birth or adoption of a child.
- 7.14.2 An employee making application for parenting leave shall inform the Human Resources Department in writing of intention to take the leave at least three (3) calendar months before commencement of the intended leave.
- 7.14.3 If the reason for the parenting leave is occasioned by pregnancy, an employee may elect to utilize sick leave during the period of the employee's disability pursuant to the sick leave provisions of this Agreement. A pregnant employee who elects disability leave shall provide at the time of the leave application the completed forms as determined by and obtained from the Human Resources Department.
- 7.14.4 The leave shall begin at a time requested by the employee, provided the leave begins not more than six (6) weeks and one (1) day after the birth or adoption of the child. However, in the event the child must remain in the hospital longer than the mother, the leave shall not begin more than six (6) weeks after the child leaves the hospital.
- 7.14.5 The leave shall not exceed twelve (12) months. In the event the employee requests parenting leave for a period in excess of six (6) weeks, such additional leave time may be granted at the sole and exclusive discretion of the superintendent whose decision is final and binding and not subject to the grievance procedure.
- 7.14.6 An employee returning from parenting leave shall be reemployed in his/her former classification without loss of seniority unless previously discharged or laid off.
- 7.14.7 Failure of the employee to return pursuant to the date determined under this Section shall constitute grounds for termination in the School District.
- 7.14.8 The parties agree that the applicable periods of probation for employees as set forth in this Agreement are intended to be periods of actual service enabling the School District to have opportunity to evaluate an employee's performance. The parties agree, therefore, that

periods of time for which the employee is on parenting leave shall not be counted in determining the completion of the probationary period.

7.14.9 An employee who returns from parenting leave within the provisions of this Section shall retain all previous experience credit under the Agreement earned as of the beginning date of the leave of absence.

7.14.10 An employee on parenting leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the employee wishes to retain, commencing with the beginning of the parenting leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the district pursuant to this Section.

7.14.11 Leave under this Section shall be without pay or fringe benefits.

7.15 Compensatory Time:

7.15.1 An employee may be granted comp-time in lieu of the payment for overtime as set forth in Section 7.3, upon the prior written approval of the employee's administrator or department supervisor. Comp-time shall accrue as provided in Section 7.3.

7.15.2 Earned comp-time may be taken at any time at the request of the employee, subject to the prior approval of the employee's administrator or department supervisor.

7.15.3 All comp-time earned between July 1 and June 30 must be taken as set forth herein prior to June 30. Comp-time not taken as set forth herein shall be paid as overtime as set forth in Section 7.3.

7.15.4 The provisions of Section 7.15 are not subject to the grievance procedure.

7.16 Longevity Personal Leave: Ten (10) month employees and twelve (12) month employees who are not eligible to accrue vacation who have ten (10) or more years of continuous seniority, prior to December 1 of the current year, shall be eligible to receive one (1) paid day off per year for personal reasons. Except in case of emergency, this day must be scheduled and approved by the employee's administrator or department supervisor at least one (1) week in advance.

7.17 Personal Leave: Non-probationary employees shall be eligible to receive paid days off per year for personal reasons as indicated by the following schedule. An employee hired on or after December 1 will be eligible for one (1) personal leave day after he/she has completed his/her probationary period. No days are deducted from sick leave.

Employees shall schedule such absences with their administrator or department supervisor at least one (1) day in advance whenever possible. The administrator or department supervisor may limit the number of employees excused on a given day as necessary to maintain a balanced workforce of experienced employees.

<u># of days/week worked</u>	<u># of personal leave days per year</u>
4 or 5	3
3	2
2	1
1	0

Employees who do not work the same number of days each week will receive the number of personal days for the week in which they work the most days. Example: An employee who works three (3) days one (1) week and two (2) days the next week would receive two (2) personal days.

Employees who work variable hours would receive personal days according to the chart of how many days a week they work. One (1) personal leave day will be deducted per day, regardless of the number of hours worked that day.

SECTION 8 GROUP INSURANCE

8.1 Health Insurance:

8.1.1 Health Insurance: The School Board shall contribute the following monthly amounts towards the health insurance premiums for each full-time employee employed by the School District who qualifies for and is enrolled in the School District health insurance plan. Any additional premium shall be paid by the employee and paid by payroll deductions.

Employees eligible to participate are those who work thirty (30) hours or more per week. Employees on an approved leave who participated in the health insurance plan prior to their leave of absence shall be eligible to continue to participate for the duration of the approved leave by paying the full premium for this coverage.

During contract negotiation years, the School Board will continue to contribute the last agreed amount at all levels until a new contract is ratified by both RAVE CA and the School Board.

For eligible Twelve (12) month employees:

	Monthly Contributions	
	Employee receives 12 monthly contributions 7/1/17	Employee receives 12 monthly contributions 7/1/18
Coverage		
Single	\$ 608.00	\$ 620.00
Emp+1	\$1,297.00	\$1,323.00
Family	\$1,691.00	\$1,725.00

For eligible Ten (10) month employees:

Coverage	Monthly Contributions	
	Employee receives 10 monthly contributions 7/1/17 *	Employee receives 12 monthly contributions 7/1/18 **
Single	\$ 608.00	\$ 561.00
Emp+1	\$1,297.00	\$1,191.00
Family	\$1,691.00	\$1,571.00

* During the 2017-2018 contract year, eligible ten (10) month employees receive district contributions for ten (10) months. A ten (10) month employee may elect ten (10) or twelve (12) month health insurance coverage.

** Beginning with the 2018-2019 contract year, eligible ten (10) month employees receive district contributions for twelve (12) months. A ten (10) month employee who enrolls in the School District health insurance plan will have twelve (12) month health insurance coverage.

8.1.2 HRA/VEBA: For active secretarial and clerical employees participating in the high deductible health plan option, the district shall contribute to an HRA/VEBA account for the employee an amount representing the difference between the premium (individual, employee plus one dependent or employee plus dependents, whichever the employee is enrolled in) for the high deductible plan, and the district contribution toward insurance as provided in Section 8. This provision shall be in effect so long as the District offers a high deductible plan and the contributions listed in Article Section 8 exceed the cost of the high deductible plan premium by ten dollars (\$10) or more per month.

8.2 Life Insurance: The School Board will pay 100% of the premium for \$50,000 life insurance coverage. This coverage is available to all employees who work twenty (20) hours or more per week. Eligible employees may purchase an additional \$20,000, \$40,000, \$60,000, or \$80,000 supplemental life insurance coverage at their own expense. The premium will be paid by payroll deduction.

8.3 Long-term Disability Insurance: The School Board will make available long-term disability insurance coverage for employees who qualify and are enrolled in the School District’s long-term disability insurance plan. All employees eligible for and enrolled in this long-term disability plan and all future eligible employees shall be enrolled in and shall pay the full premium for this coverage by payroll deduction. This coverage applies to all employees who work twenty (20) hours or more per week.

8.4 Ten (10) Month Employees: During the 2017-2018 contract year, eligible ten (10) month employees receive applicable School District contributions for ten (10) months for all insurance benefits elected by the employee. All insurance, including health insurance, term life insurance, or long-term disability insurance, shall be available to all eligible ten

(10) month employees during the two (2) additional months at no expense or cost to the School District. The premium during the two additional months must be paid by the employee. Generally the School District contributions occur from September 1 through June 30. Ten (10) month employees electing twelve (12) month coverage pay the full premium for July and August through nineteen (19) payroll deductions.

Beginning with the 2018-2019 contract year, eligible ten (10) month employees will receive applicable School District contributions for all insurance benefits elected by the employee. Eligible ten (10) month employees who enroll in health insurance coverage will have twelve (12) month coverage and will receive twelve (12) monthly School District contributions. All premiums will be paid through nineteen (19) payroll deductions.

Ten (10) month employees who enroll in term life insurance will have twelve (12) month coverage. The School District will pay premiums for September through June, the employee will pay premiums for July and August through nineteen (19) payroll deductions.

Ten (10) month employees will enroll in long-term disability insurance. The employee will pay all premiums for twelve (12) month coverage through nineteen (19) payroll deductions.

- 8.5 Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School Board.
- 8.6 Claims Against the School District: It is understood that the School Board'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 Board as a result of a denial of insurance benefits by an insurance carrier.
- 8.7 Duration of Insurance Contribution: An employee is eligible for School Board contributions as provided in this Section as long as the employee is employed in paid status by the School Board. As an exception, an employee who is receiving workers' compensation disability income benefits resulting from injury or illness incurred as an employee of the School District shall be considered in paid status for purposes of this provision. Upon termination of employment, all School Board participation and contributions shall cease effective on the last working day.
- 8.8 Dental Coverage: Dental coverage is available to all bargaining unit employees who work twenty (20) hours or more per week. Upon written authorization by the employee involved, the School District will deduct from the employee's paychecks such amounts as are specified by RAVE CA to cover premium payments for a RAVE CA designated dental insurance plan. These withholdings will be paid by the district to the carrier designated by RAVE CA on a monthly basis.

SECTION 9
GRIEVANCE PROCEDURE

- 9.1 Grievance Definition: A grievance shall mean an allegation by RAVE CA, on its own behalf or on behalf of an employee, resulting in a dispute or disagreement between RAVE CA and the School Board as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.
- 9.2 Representation: RAVE CA, the supervisor, or the School Board may be represented during any step of the procedure by any person or agent designated by such party to act in her/his behalf in accordance with State statute.
- 9.3 Definitions and Interpretations:
- 9.3.1 Extension: Time limits specified in this Agreement may be extended by mutual agreement.
- 9.3.2 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 in this Agreement.
- 9.3.3 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.
- 9.3.4 Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.
- 9.4 Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School Board's designee, setting forth the facts and the particular relief sought within ten (10) days after the date the event giving rise to the grievance occurred, or the employee had reasonable knowledge thereof. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereinafter 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 Board designee.
- 9.5 Designation of Board Representative: It shall be the duty of the School District to post notice of the School Board representative designated to handle grievances at any particular level. If the School District fails to post such notice the employee may serve any notices required by the grievance procedure on the coordinator of Human Resources.

- 9.6 Adjustment of Grievance: The School Board and/or designee 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:
- 9.6.1 Level I: If the grievance is not resolved through formal discussions between the employee and her/his supervisor, the supervisor shall give a written decision on the grievance to the parties involved within five (5) days after receipt of the written grievance.
- 9.6.2 Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the coordinator of Human Resources, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the coordinator of Human Resources, the coordinator of Human Resources or his/her designee shall set a time to meet regarding the grievance within five (5) days after receipt of the appeal. Within five (5) days after the meeting, the coordinator of Human Resources or his/her designee shall issue a decision in writing to the parties involved.
- 9.6.3 Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the Superintendent of Schools, the Superintendent of Schools or designee shall set a time to hear the grievance within fifteen (15) days after receipt of the appeal. The date and time will be designated. Within ten (10) days after the meeting, the Superintendent of Schools or designee shall issue her/his decision in writing to the parties involved.
- 9.7 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 notifies 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 affirm, reverse or modify such decision.
- 9.8 Denial of Grievance: Failure by the School Board or its representative to issue a decision within the time periods provided herein including observance of dates and time of meetings shall constitute a denial of the grievance and the employee may appeal it to the next level.
- 9.9 Arbitration Procedures: 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:
- 9.9.1 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 of Schools within ten (10) days following the decision in Level III of the grievance procedure.
- 9.9.2 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.

- 9.9.3 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 an arbitrator, pursuant to the P.E.L.R.A., providing such request is made within ten (10) days after request for arbitration. The request shall ask that the appointment be made within twenty (20) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator within the time periods provided herein shall constitute a waiver of the grievance.
- 9.9.4 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 proceeding before the arbitrator shall be de novo.
- 9.9.5 Decision: The decision by the arbitrator shall be rendered within twenty (20) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations provided by the P.E.L.R.A. of 1971 as amended.
- 9.9.6 Expenses: Each party shall bear its own expenses 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 share equally fees and expenses of the arbitrator, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.
- 9.9.7 Jurisdiction: The arbitrator shall only have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator and only pursuant to the terms of this procedure, the terms of this Agreement and the provisions of P.E.L.R.A. of 1971 as amended. 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.

SECTION 10 JOB POSTING AND SENIORITY

- 10.1 Posting of Job Openings: New positions or vacancies of more than thirty (30) days duration will be posted in each building for a period of five (5) days after the date the posting is sent by the Human Resources Department. A copy of postings shall be provided to two (2) RAVE CA officers at the time of posting. Applicants for posted positions must submit their application to the Human Resources Department in writing before the close of the posting period. The position shall be awarded on the basis of qualifications including, but not limited to, seniority. All internal non-probationary employees covered by this working agreement who apply to HR using the internal transfer form on or before the posted deadline will be entitled to an interview.

Final decisions, however, for employment advancement or promotion, will be made by the employer.

10.2 Seniority List: An updated full time seniority list and part time seniority list will be posted in each building every year.

10.2.1 Seniority Tie Breaking: The parties agree that when more than one employee shares a seniority date, the employee with the lower School District employee number shall be deemed senior.

10.3 Placement of Physically Disabled Employee: The School District and the exclusive representative recognize the fact that an employee may become physically disabled, as a result of employment with the district, to such an extent that the disability would be detrimental to the employee's chances of employment elsewhere. Following notification to the exclusive representative, the district may assign such physically disabled employee to a vacant position which she/he is capable of performing without having posted such position.

10.4 Loss of Seniority: Seniority shall be lost due to resignation, discharge for cause, failure to return from layoff in the time required or failure to return from leave of absence upon the expiration of the period of leave approved by the School District.

SECTION 11 DISPLACEMENT, INVOLUNTARY/VOLUNTARY LEAVE AND RECALL

11.1 Recognition: The parties recognize the principle of seniority, defined in Section 11.3.

11.2 Definitions: For purposes of Section 11:

11.2.1 Full-Time Employee: A full-time employee for purposes of Section 11 only is defined as a person who works thirty (30) or more hours per week on a regular basis.

11.2.2 Part-Time Employee: A part-time employee for purposes of Section 11 only is defined as a person who works less than thirty (30) hours per week and fourteen (14) or more hours per week on a regular basis.

11.2.3 Probationary Employee: An employee who has worked less than sixty (60) days in a full-time or part-time position.

11.2.4 Casual Employee: An employee who works either:

- A. Less than fourteen (14) hours per week or
- B. Less than sixty-seven (67) days per year

11.2.5 Temporary Employee: A person hired as a replacement for a full-time or part time employee who is on an approved leave of absence and whose assignment ends upon the return of the full-time or part-time employee.

11.2.6 Displacement: An act that results in a displaced employee.

11.2.7 Displaced Employee:

- A. An employee whose position is eliminated or
- B. An employee who, due to his/her seniority date, is bumped by a more senior employee, or
- C. An employee whose position is changed from full-time to part-time, or
- D. An employee whose position is changed from part-time to full-time.

11.2.8 Bumping: The process by which a displaced employee secures a new position per Section 11.6.

11.2.9 Involuntary Leave: A displaced employee for whom there is no position in his/her own wage group or for whom a position in a lower wage group is offered and declined.

11.2.10 Voluntary Leave: A displaced employee who declines a position in his/her own wage group.

11.2.11 Recall: The rights of an employee on involuntary leave to be reinstated to an open position in his/her own wage group or, if accepted by the employee, an open position in a lower wage group.

11.3 Seniority Date: Employees within the appropriate unit shall acquire seniority upon completion of the probationary period as defined in this Agreement and upon acquiring seniority, the seniority date shall relate back to the date of original employment of continuous service within the appropriate unit and shall be accumulative only within this appropriate unit.

Casual, temporary and probationary employees do not acquire seniority rights and do not have rights under Section 11.

11.4 Reduction in Hours: In the event that a full-time employee's position is reduced, but as a result of that reduction continues to qualify as a full-time employee as defined in Section 11.2.1, such employee is not entitled to displace any other employee regardless of seniority.

In the event that a full-time employee's position is reduced to part-time as defined in Section 11.2.2, such employee may accept such reduced position within the building or department or may elect to displace a less senior employee in the School District in accordance with the provisions of Section 11.6.

In the event that a part time employee's position is reduced, but as a result of that reduction continues to qualify as a part time employee as defined in Section 11.2.2, such employee is not entitled to displace any other employee regardless of seniority.

In the event that a part time employee's position is reduced to less than fourteen (14) hours per week or less than sixty-seven (67) days per year, such employee may accept such reduced

position within the building or department or may elect to displace a less senior employee in the School District in accordance with the provisions of Section 11.6.

Employees who accept a position less than fourteen (14) hours per week or less than sixty-seven (67) days per year forfeit all future rights under this contract.

11.5 Displacement Due to Program/Staffing Changes:

The parties agree to the following procedure regarding changes that impact clerical staffing needs.

When staffing requirements decline at a building, the clerical employee in the position reduced in that building with the least district seniority will be displaced and may elect to displace a less senior employee in the School District in accordance with the provisions of Section 11.6.

If a single incumbent position in a building is eliminated, the clerical employee in the position will be displaced and may elect to displace a less senior employee in the School District in accordance with the provisions of Section 11.6.

11.6 Bumping Process:

11.6.1 Notice of Position Elimination: An employee whose position is being eliminated will be sent written notice from the building or program administrator of the position elimination decision no less than thirty (30) working days before the last scheduled work day. As an exception, notice of less than thirty (30) working days may be given with respect to special education positions whose elimination is unforeseen. Copies of this notice shall immediately be sent to the coordinator of Human Resources. Human Resources will forward a list of all displaced employees to the officer designated by RAVE CA.

11.6.2 Bumping Guidelines:

If a full time employee's position is eliminated or reduced to part-time, that employee may bump the least senior full time employee according to wage groups in the order listed below. Full time employees may only bump other full time employees in their current wage group or a lower wage group.

If a part time employee's position is eliminated or reduced to less than fourteen (14) hours per week or less than sixty-seven (67) days per year, that employee may bump the least senior part time employee according to wage groups in the order listed below. Part time employees may only bump other part time employees in their current wage group or a lower wage group.

Wage Group I	12-month	Full-time	
Wage Group II	12-month	Full-time	
Wage Group III	12-month	Full-time	
Wage Group IV	12-month	Full-time	
Wage Group V	12-month	Full-time	
Wage Group VI	12-month	Full-time	
Wage Group I	10-month	Full-time	
Wage Group II	10-month	Full-time	
Wage Group III	10-month	Full-time	
Wage Group IV	10-month	Full-time	
Wage Group V	10-month	Full-time	
Wage Group VI	10-month	Full-time	
Wage Group I	12-month	Part-time	
Wage Group II	12-month	Part-time	
Wage Group III	12-month	Part-time	
Wage Group IV	12-month	Part-time	
Wage Group V	12-month	Part-time	
Wage Group VI	12-month	Part-time	
Wage Group I	10-month	Part-time	
Wage Group II	10-month	Part-time	
Wage Group III	10-month	Part-time	
Wage Group IV	10-month	Part-time	
Wage Group V	10-month	Part-time	
Wage Group VI	10-month	Part-time	

For purposes of this procedure:

- Buildings/Programs establish their staffing needs
- Bumping occurs on a district-wide basis, not by building or department
- Bumping occurs by group not by position
- Positions are different than groups. A position is eliminated and the incumbent bumps the least senior employee in that group, not the least senior employee in the same position.
- An employee serving in more than one wage group will be considered as a member of the wage group in which their regular assignment produces the greatest weekly earnings
- An employee cannot choose the group or position into which they wish to bump
- If there is an open position, that position is considered the least senior position
- An employee cannot bump into a higher wage group
- An employee cannot bump a more senior employee in a lower group
- A ten (10) month employee cannot bump into a twelve (12) month position
- A twelve (12) month employee can bump into a ten (10) month position

- A full time employee cannot bump into a part time position
- An employee cannot volunteer to be displaced

11.6.3 Bumping Procedures:

- A. The displaced employee will be placed into an open position based on his/her full or part time status, wage group, seniority and qualifications.
- B. If there is no open position within his/her wage group, the displaced employee may bump the least senior employee within his/her wage group or a lower group. In any case, the displaced employee must meet the requirements of the position.
- C. An employee bumped from his/her position may elect to move to the next lower wage group in like manner except that the thirty (30) day advance notice requirement stated above shall not apply when an employee is bumped pursuant to the provisions of this Section.
- D. An employee who chooses not to accept an open position within his/her own wage group or who chooses not to bump within his/her own wage group will be placed on voluntary leave.
- E. An employee who, due to his/her seniority date, is not offered an open position or who does not have rights to bump into a position will be placed on involuntary leave.

11.7 Recall: Employees shall be recalled in order of seniority for a position within the same wage group held prior to involuntary leave or a lower wage group for which qualified. If a position becomes available for a qualified employee on involuntary leave, the School District will contact the employee. The employee must respond by 4:00 p.m. of the next business day to accept or decline the reemployment. If the employee declines the offer or does not respond by the deadline, the employee forfeits future rights to recall and is placed on voluntary leave. The employee must accept the first offer of rehiring at the same wage group from which the employee was placed on involuntary leave or the employee shall be placed on voluntary leave. The employee may refuse an offer for a lower wage group position without losing recall rights to a position at the same wage group from which the employee was placed on involuntary leave. However, once an employee is offered a lower wage group position and refuses such offer only higher wage group positions than that refused need be offered.

11.8 Duration of Voluntary or Involuntary Leave: An employee on involuntary leave shall retain his/her seniority and right to recall within an equal or lower wage group in seniority order for a period of one year after the date of involuntary leave. If the employee has not been recalled or rehired into a new position by the first student contact day of the following year, the employee will either resign or be terminated.

An employee on voluntary leave shall retain his/her seniority and right to apply, as an internal candidate, for posted positions for a period of one year after the date of

voluntary leave. If the employee has not been rehired into a new position by the first student contact day of the following year, the employee will either resign or be terminated.

SECTION 12 RETIREMENT

12.1 Early Retiree Insurance: Any employee who is a participant in the School District's health and hospitalization insurance plan as described in Section 8.1 and who retires following thirty (30) years of employment in the School District, or following fifteen (15) years of employment in the School District and attaining age of fifty-five (55), may continue the health and hospitalization coverage she/he had at the time of retirement until Medicare eligibility. The employee will pay the entire cost of the premium for this coverage.

12.2 Post-Retirement Health Care Savings Plan: Any employee who is eligible to participate in the School District's health insurance plan as described in Section 8.1, and who retires following fifteen (15) years of employment in the School District and fifty-five (55) years of age or older shall receive an amount obtained by converting one-third (1/3) the cash value of his/her unused sick leave up to one hundred forty (140) days or 1120 hours at the time of retirement. The School District shall deposit the total amount of the cash in the employee's name in the Post-Retirement Health Care Savings Plan administered by the Minnesota State Retirement System. The employee's daily rate of pay shall be calculated as defined in Section 3.3.

SECTION 13 TAX DEFERRED MATCHING CONTRIBUTION PLAN

13.1 Purpose: An annual School District contribution shall be payable to an eligible employee's tax-deferred matching contribution plan (hereinafter referred to as "Matching Plan"), subject to the following provisions.

13.2 Legal Authority: Such plan shall be approved and subject to applicable provisions of Minnesota Statutes and IRS Code Section 403(b) or IRS Code Section 457, and any amendments thereto.

13.3 Authorization: The School District contribution is not payable unless the employee authorizes a matching salary reduction in the amount that they are eligible to receive in Section 13.7 for the same period.

13.4 Eligibility: Employees who have completed five (5) or more years of service (calculated from the employee's seniority date) and who are either (a) twelve (12) month employees whose regular assignment is equivalent to at least 75% (.75 FTE), or thirty (30) hours per week, of the annual hours for a full-time twelve (12) month employee, or (b) ten (10) month employees whose regular assignment is equivalent to at least 75% (.75 FTE), or thirty (30) hours per week, of the annual hours for a full-time ten (10) month employee, shall be eligible for the matching School District contribution provided in Section 13.7. Years of service shall be determined as of December 1.

Part time employees who have completed ten (10) or more years of service (calculated from the employee’s seniority date) and who are either (a) twelve (12) month employees whose regular assignment is equivalent to at least 50% (.5 FTE), or twenty (20) hours per week, of the annual hours for a full-time twelve (12) month employee, or (b) ten (10) month employees whose regular assignment is equivalent to at least 50% (.5 FTE), or twenty (20) hours per week, of the annual hours for a full-time ten (10) month employee, shall be eligible for the matching School District contribution provided in Section 13.8. Years of service shall be determined as of December 1.

- 13.5 Vendors:** The School District contribution and matching employee contribution will be made to a company of the employee’s choice from the ISD 196 list of eligible tax shelter companies, subject to Section 13.2 of this Section. It shall be the responsibility of the employee to make all arrangements required by the vendor to insure that proper payment is made by the School District.
- 13.6 Participation:** Participation in the plan shall be voluntary.
- 13.7 School District Contribution for Full Time Employees:** The amount of the School District contribution for full time employees shall be as follows:

Effective July 1, 2017		
Matching Plan Eligibility Criteria – Full Time	District Contribution Payable to Matching Plan Account of Participant During Contract Year	Required Participant Contribution to Matching Plan Account During Contract Year
Seniority date on or before 12/1/1997	\$1,475	\$1,475
Seniority date on or before 12/1/2002	\$1,315	\$1,315
Seniority date on or before 12/1/2007	\$1,065	\$1,065
Seniority date on or before 12/1/2009	\$815	\$815
Seniority date on or before 12/1/2012	\$615	\$615

Effective July 1, 2018		
Matching Plan Eligibility Criteria – Full Time	District Contribution Payable to Matching Plan Account of Participant During Contract Year	Required Participant Contribution to Matching Plan Account During Contract Year
Seniority date on or before 12/1/1998	\$1,536	\$1,536
Seniority date on or before 12/1/2003	\$1,376	\$1,376
Seniority date on or before 12/1/2008	\$1,126	\$1,126
Seniority date on or before 12/1/2010	\$876	\$876
Seniority date on or before 12/1/2013	\$676	\$676

13.8 School District Contribution for Part Time Employees: The amount of the School District contribution for part time employees shall be as follows:

Effective July 1, 2017		
Matching Plan Eligibility Criteria – Part Time	District Contribution Payable to Matching Plan Account of Participant During Contract Year	Required Participant Contribution to Matching Plan Account During Contract Year
Seniority date on or before 12/1/1997	\$780	\$780
Seniority date on or before 12/1/2002	\$700	\$700
Seniority date on or before 12/1/2007	\$575	\$575

Effective July 1, 2018		
Matching Plan Eligibility Criteria – Part Time	District Contribution Payable to Matching Plan Account of Participant During Contract Year	Required Participant Contribution to Matching Plan Account During Contract Year
Seniority date on or before 12/1/1998	\$795	\$795
Seniority date on or before 12/1/2003	\$715	\$715
Seniority date on or before 12/1/2008	\$590	\$590

13.9 Compliance: In order to monitor compliance with federal and state tax laws concerning the amount of income an employee may shelter, RAVE CA and the School District agree that a third party administrator of tax-sheltered annuity programs may be utilized to monitor such compliance and that (1) Secretarial and Clerical employees participating in the School District’s tax-deferred matching contribution plan or the School District’s tax-sheltered annuity programs may be required to supply account information as required to monitor such compliance, and (2) only vendors who also agree to cooperate with the third party administrator in maintaining plan compliance will be utilized.

**SECTION 14
DURATION**

14.1 Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2017, through June 30, 2019, and thereafter until modifications are made pursuant to the P.E.L.R.A. of 1971 as amended. If either party desires to modify or amend this Agreement commencing on July 1, 2019, it shall give written notice of such intent no later than May 1, 2019. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

14.2 Effect: This Agreement constitutes the full complete Agreement between the School Board and the exclusive representative representing the secretarial, clerical and clerk employees of the District.

The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

14.3 Finality: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open to negotiation during the term of this Agreement.

14.4 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 WHEREOF, the parties have executed this Agreement as follows:

FOR RAVE
CLERICAL ASSOCIATION

FOR INDEPENDENT SCHOOL DISTRICT 196
Rosemount, Minnesota

Kathleen A. Bughe
RAVE CA President

Jaqueline K. Magnuson
Chairperson

Rose Buckert

Sachin Isaacs
Clerk

Kimberly Bowling

Julie Enry

Tomé Buckler

Tompa Clinton

Linda Bates

Mary Purves

Monica Marceline

Jolene Veldhuis

Dated this 12 day of

April, 2018

Dated this 16 day of

April, 2018