

INDEPENDENT SCHOOL DISTRICT NO. 750
COMMUNITY EDUCATION

COLD SPRING, MINNESOTA

2019-2020

SALARY SCHEDULE

AND

TERMS AND CONDITIONS OF EMPLOYMENT

Representing:

Child Care Assistants

Board Approved: August 12, 2019

AGREEMENT

ARTICLE I PURPOSE

Section 1. Parties: THIS AGREEMENT is entered into between Independent School District No. 750 Community Education, Cold Spring, Minnesota and Child Care Employees to provide the terms and conditions of employment.

ARTICLE II DEFINITIONS

Section 1. Terms and Conditions of Employment: The "terms and conditions of employment" means the hours of employment, the compensation therefor, including fringe benefits, and the employer's personnel policies affecting the working conditions of the employees.

Section 2. School District: For purposes of administering this Agreement, the term "School District" shall mean the School Board or its designated representative.

ARTICLE III RATES OF PAY

Section 1. Rates of Pay:

Subd. 1. The wages and salaries reflected in Schedule A, attached hereto, shall be a part of the Agreement for the period beginning July 1, 2019.

Subd. 2. During the duration of this Agreement advancement on any salary schedule shall be subject to the terms of this Agreement. For each accumulated year of service of more than 600 hours, employees will receive a step increase. After two years of service, regardless of total number of hours, employees will receive a step increase. If applicable, employees shall advance to the next step each July 1.

SCHEDULE A
BASE HOURLY SALARY RATES

Assistant Rates	
STEP	RATE
1	10.50
2	10.75
3	11.00
4	11.25
5	11.50
6	11.75

Section 2. Overtime: The overtime rate shall be time and one half of the Base Hourly Salary Rate plus salary differentials, for all approved hours worked over 40 per week which are not considered extracurricular.

Section 3. Meeting Attendance: In the event an employee is required by administration to attend a meeting or training, the employee will be paid at their hourly rate.

Section 4. Payment: Payday shall occur according to the pay schedule established for that year.

Section 5. Salary Advancement: An individual employee's salary advancement is subject to the right of the school district to withhold salary increases for good and sufficient grounds.

Section 6. Longevity: Employees must be assigned more than 1200 work hours per fiscal year to be eligible for sick, emergency and personal leave. After six (6) years of continuous, regular service (not substituting), employees shall receive additional compensation per hour as listed below. Board approved leave of absences for all or part of a year do not count as an interruption of service, nor do they count as credit towards longevity. Employees must be hired before January 15 in any school year for that year to be counted towards continuous employment.

Beginning 7 th year through 10 years of completed service	.30
Beginning 11 th year through 15 years of completed service	.75
Beginning 16 th year through 20 years of completed service	.85
Beginning 21 st year through 25 years of completed service	1.10
Beginning 26 th year through 30 years of completed service	1.45
Beginning 31 st year of service	1.65

ARTICLE IV
ABSENCE FROM WORK

Section 1. Eligibility: Employees must be assigned more than 1200 work hours per fiscal year to be eligible for sick, emergency and personal leave.

Section 2. Sick Leave:

Subd. 1. Employees shall earn sick leave at the rate of .05 hours per hour paid, cumulative to a maximum of 544 hours.

Subd. 2. Sick leave with pay shall be allowed by the school district whenever an employee's absence is due to personal illness which shall include pregnancy related disability and which prevented the employee's attendance at school and performance of duties on that day or days.

Subd. 3. Sick leave with pay shall be allowed by the school district whenever an employee's absence is due to illness of a sick child, or other relative, as defined in MN §181.9413.

Subd. 4. Sick leave allowed shall be deducted from the accrued sick leave hours earned by the employee.

Subd. 5. The School District may require an employee to furnish a medical statement from a qualified physician as evidence of illness or injury indicating such absence was due to the illness of the employee or the employee's child. Final eligibility for sick leave pay will be determined by the school district. In the event that the school district wishes to have a second opinion, the district may select a physician, at district expense, to make an evaluation and submit a medical statement regarding the illness or injury.

Section 3. Emergency Leave: Employees shall be granted up to five (5) days emergency leave with pay, per occurrence, in the event of the death or serious illness or injury of a employee's spouse, child, brother, brother-in-law, sister, sister-in-law, parent, parent-in-law, grandparent, grandparent-in-law, grandchild, daughter-in-law, son-in-law, or persons of the immediate household. Serious illness or injury is defined as one which permanently or substantially impairs or is likely to permanently or substantially impair the health of the person. Elective surgery that is not of an emergency nature does not constitute a serious illness or injury. Employees shall be granted one day of emergency leave per occurrence, in the event of the death of an extended family member with whom there is a close emotional tie.

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

Section 4. Personal Leave Time:

Subd. 1. Employees shall be granted two (2) days per year of personal leave with pay, non-cumulative, to be used for situations which require the employee's personal attention. This leave time shall be at the employee's discretion; employees need not state the reason for the proposed leave. One of these days may not be used to extend a vacation or school break as scheduled on the school calendar. Personal leave time used shall be deducted from the employee's accumulated sick leave. Personal leave time may be used in increments of less than one day but not less than on (1) hour.

Subd. 2. Requests for a personal leave day shall be made in writing to the Director of Community Education no later than two (2) days in advance and no sooner than ninety (90) days in advance. In the event of emergency, an application will be made as soon as possible.

Section 5. Family Medical Leave Act: The School District agrees to apply the terms of the Family and Medical Leave Act.

ARTICLE V
HOURS OF SERVICE AND DUTY YEAR

Section 1. Basic Work Week: The regular work week shall be prescribed by the school district.

Section 2. Basic Work Year: The regular work year shall be prescribed by the school district.

Section 3. Shifts and Starting Time: All employees will be assigned starting time and shifts as determined by the school district.

Section 4. Holidays: Paid holidays shall constitute the following: Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Day, the Friday before Easter and Memorial-Day. (ROCORI School District closes the week of July Fourth; no payment to Child Care employees for this week).

Section 5. Pre-Employment Orientation: All new employees may be required to participate in up to 8 hours of pre-employment training activities related to the position. These hours will be considered as paid time.

ARTICLE VI

Discipline

Section 1. Child Care Employee Discipline:

Subd. 1. Purpose: Disciplinary action shall be imposed for just cause.

Subd. 2. Disciplinary Action:

- a. All disciplinary action, where possible and appropriate, shall be corrective in nature and not punitive.
- b. Reprimands: If an administrator has reason to reprimand an employee, it shall, if possible, be done in such a manner that will not embarrass the employee before other employees, students, or the public.
- c. Notification: A copy of a written reprimand shall be given to the employee prior to having such reprimand placed in the personnel file.

Subd. 3. Personnel File: An employee's personnel file shall contain only materials that are related to his/her employment. Initial infractions, irregularities, or deficiencies shall first be privately brought to the attention of the employee and, if corrected, shall not be entered into the employee's personnel file.

ARTICLE VI

Probationary Period

Section 1. Probationary Period: An employee shall serve a probationary period of three hundred (300) hours of service in the program during which time the school district shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee.

Section 2. Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay or discharged for cause.