

SOUTH WASHINGTON COUNTY SCHOOLS
INDEPENDENT SCHOOL DISTRICT #833

AND THE

DISTRICT OFFICE SUPPORT SPECIALISTS
D.O.S.S.

2022 - 2024

MASTER CONTRACT

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**ARTICLE I
PURPOSE**

Section 1. Parties: THIS AGREEMENT, entered into between the School Board of South Washington County Schools - Independent School District 833, Cottage Grove, Minnesota, hereinafter referred to as the School Board, and the District Office Support Specialists, hereinafter referred to as D.O.S.S., 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., provides the terms and conditions of employment for employees included in the appropriate unit for the duration of this Agreement.

Section 2. Terms and Conditions of Employment: Terms and Conditions shall mean the hours of employment, the compensation therefore including fringe benefits—except retirement contributions or benefits, and the School Board's personnel policies affecting the working conditions of D.O.S.S., but does not mean educational policies of the School Board.

Section 3. Definitions:

Subd. 1. School Board: shall mean the Board of Education of Independent School District No. 833 or a designated representative.

Subd. 2. Superintendent: shall mean the Superintendent of Schools of Independent School District No. 833 or a designated representative.

Subd. 3. Employee: shall mean any person employed full-time (30 hours a week or more) and covered by this contract.

Subd. 4. District Office Support Specialist: shall mean the organization representing the employees as determined by the by the Bureau of Mediation Services.

Account Specialist I
Account Specialist II

Technology Specialist - CATV
Technology Support Specialist I
Technology Support Specialist II

Subd. 5. Base Daily Salary Rate: For 12 month employees the base daily salary rate is determined by dividing the base annual salary by the number of paid days in the fiscal year. For employees working less than 12 months the base daily salary rate is determined by dividing the base annual salary by the number of duty days specified in the employee's employment contract.

Subd. 6. Years of Service: For purposes of calculating an employee's years of service the employee's start date shall be considered to be July 1 of the year of hire if the employee's actual start date is between July 1 and December 31, and the following July 1 if the employee's actual start date is between January 1 and June 30.

Subd. 7. Years of DOSS Service: For purposes of calculating an employee's years of DOSS service the employee's start date shall be considered to be July 1 of the year the employee began working in a DOSS position if the employee's actual start date is between July 1 and December 31, and the following July 1 if the employee's actual start date is between January 1 and June 30.

**ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition: In accordance with the P.E.L.R.A., the School Board recognizes the D.O.S.S., as the exclusive representative of employees, as listed in Article I, Section 3, Subd. 4, employed by the School Board. D.O.S.S. shall have those rights and duties as established by the P.E.L.R.A. and in the provisions of this Agreement.

Section 2. Appropriate Unit: The appropriate unit shall include all employees employed by the School Board in positions as listed in Article I, Section 3, Subd. 4; but shall not include confidential employees; part-time employees whose services do not exceed 14 hours per week; employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year; or emergency employees.

**ARTICLE III
SCHOOL BOARD RIGHTS**

Section 1. Inherent Managerial Rights: D.O.S.S. recognizes that the School Board is not required to meet and negotiate on matters of inherent managerial policy, which include but are not limited to, such areas of discretion or policy as the functions and programs of the School Board, its overall budget, the utilization of technology, the organizational structure, and the selection and direction and number of personnel.

Section 2. Management Responsibilities: D.O.S.S. 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.

Section 3. Effect of Laws, Rules and Regulations:

Subd. 1. D.O.S.S. recognizes that all employees covered by this Agreement shall perform the duties and responsibilities 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. D.O.S.S. 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.

Subd. 2. 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 by proper judicial or administrative authority to be in violation of such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of School Board rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein. All management functions not expressly delegated in this Agreement are reserved to the School Board.

**ARTICLE IV
EMPLOYEE RIGHTS**

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or employee's representative to express or communicate a view, disagreement, 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 or does not interfere with the full and faithful and proper performance of the duties of employment or circumvent the right of the exclusive representative.

Section 2. Right to Join: Employees shall have the right to form and join labor or employee organizations; and shall have the right not to form and join such organizations.

Section 3. Request for Dues Check-Off: Employees shall be allowed dues check-off for bargaining unit dues, provided that dues check-off and the proceeds thereof shall not be allowed any organization that has lost its right to dues check-off pursuant to 179A.06 Subd. 6 of the P.E.L.R.A. Upon receipt of an authorization card properly signed by the employee involved, the School Board will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization during the period stated on the authorization card.

Section 4. Personnel Files:

Subd. 1. Employees shall have the right to inspect their individual personnel files in accordance with M.S.122A.40 Subd. 19 as amended.

Subd. 2. Employees shall receive a copy of evaluatory materials, which are initiated by the School Board and placed in the employee's individual file.

**ARTICLE V
D.O.S.S. RIGHTS**

Section 1. Meet and Confer: The School Board recognizes its obligation to meet and confer with D.O.S.S., as representative of the employees, to discuss policies and those matters relating to employment not included under M.S. 179A.08 Subd. 2 pursuant to M.S. 179A.03 Subd. 19 of the P.E.L.R.A.

Section 2. Fair Share Fee: Employees covered by this Agreement who are not members of D.O.S.S. may be required by D.O.S.S. to contribute a fair share fee for services rendered by D.O.S.S., to the extent permitted by M.S. 179A.06 Subd. 3.

Subd. 1. Upon receipt of written certification from D.O.S.S., designating the employees who are non-members of D.O.S.S. and the amount of the fair share fee, the School Board shall deduct the certified fair share fee from those non-member employee's paychecks.

Subd. 2. The School Board shall transmit the deducted fair share fees monthly to the Treasurer of the D.O.S.S.

Section 3. Indemnification: D.O.S.S. shall indemnify and hold the School Board harmless against any and all claims, judgments, or orders issued against the School Board in the administration of Section 2 of this Article and Section 3, of Article IV.

Section 4. D.O.S.S. Business: To a maximum of five (5) duty days per school year may be used as D.O.S.S. Leave Days to conduct business necessary to D.O.S.S. The D.O.S.S. president, or a member designated by the president, may use D.O.S.S. Leave Days, subject to the following conditions:

Subd. 1. Upon three (3) calendar days written notice from the D.O.S.S. president to the Superintendent, a designated employee may be absent from duty subject to the approval of the Superintendent. Said notice shall contain the name of the designated employee, and the reason for the request. In the event three (3) calendar days written notice is impossible, a phone call to the Superintendent prior to a D.O.S.S. Leave Day, with later confirming written notice, may be substituted.

**ARTICLE VI
COMPENSATION**

Section I. Salaries:

Salary Schedule 2022-2023

	1	2	3	4	5	6
Account Specialist I	\$62,336.67	\$63,236.67	\$64,136.67	\$65,036.67	\$65,936.67	\$66,336.67
Account Specialist II	\$67,103.85	\$68,003.85	\$68,903.85	\$69,803.85	\$70,703.85	\$71,103.85
Tech Specialist- CATV	\$75,438.76	\$76,338.76	\$77,238.76	\$78,138.76	\$79,038.76	\$79,438.76
Tech Support Specialist I	\$62,336.67	\$63,236.67	\$64,136.67	\$65,036.67	\$65,936.67	\$66,336.67
Tech Support Specialist II	\$69,874.15	\$70,774.15	\$71,674.15	\$72,574.15	\$73,474.15	\$73,874.15

Salary Schedule 2023-2024

	1	2	3	4	5	6
Account Specialist I	\$63,583.40	\$64,501.40	\$65,419.40	\$66,337.40	\$67,255.40	\$67,663.40
Account Specialist II	\$68,445.93	\$69,363.93	\$70,281.93	\$71,199.93	\$72,117.93	\$72,525.93
Tech Specialist- CATV	\$76,947.54	\$77,865.54	\$78,783.54	\$79,701.54	\$80,619.54	\$81,027.54
Tech Support Specialist I	\$63,583.40	\$64,501.40	\$65,419.40	\$66,337.40	\$67,255.40	\$67,663.40
Tech Support Specialist II	\$71,271.63	\$72,189.63	\$73,107.63	\$74,025.63	\$74,943.63	\$75,351.63

Section 2: Adjustments: In order to remain competitive and reflect market trends, the School Board shall retain the right to adjust the salaries of individual DOSS members outside of the parameters of this agreement.

Section 3: Pay for Performance: With the approval of the School Board, DOSS members shall have the opportunity to develop and implement individual pay for performance programs during the life of this agreement.

Section 4. Pay Days An employee's basic Salary Schedule compensation shall be paid in 24 equal installments.

**ARTICLE VII
GROUP INSURANCE**

Section 1. Insurance Carriers and Policies:

Subd. 1. Selection of Carrier: The selection of insurance carriers shall be made by the School Board.

Subd. 2. Maintenance of Insurance Specifications: The specifications established in the insurance policies between the School Board and insurance carriers shall not be reduced during the term of this Agreement, except as provided by M.S. 471.6161 Subd. 5 as amended.

Section 2. Health, Hospitalization, Dental and Major Medical Insurance:

Insurance Premium Contributions for High Deductible Plan provided by the District							
	Single Coverage				Family Coverage		
	2022	2023	2024		2022	2023	2024
Coverage Options		<i>1/1/2023</i>	<i>1/1/2024</i>	Coverage Options		<i>1/1/2023</i>	<i>1/1/2024</i>
Dental Insurance	\$42.00	\$43.00	\$43.00	Dental Insurance	\$80.00	\$85.00	\$85.00
Health Insurance	\$570.00	\$650.00	\$650.00	Health Insurance	\$1,530.00	\$1,700.00	\$1,700.00
VEBA	\$200.00	\$200.00	\$200.00	VEBA	\$300.00	\$333.00	\$333.00

VEBA: Employees enrolling in the Open Access High Deductible Insurance Plan, single or family, are eligible for the negotiated District VEBA contribution. The plan year shall run January 1st through December 31st. Any employees enrolling in the VEBA plan with an effective date other than the first day of the plan year would have their contribution prorated on a per pay period basis. Upon separation, an employee would retain what is in the employee's account. If the former employee elects the VEBA plan under COBRA, the former employee would continue to receive the VEBA account contribution. Any balances in employee accounts will roll over into the next plan year.

Section 3. Life Insurance:

Subd. 1. Basic Life Insurance: The School Board shall contribute the full amount toward the monthly premium for term life insurance coverage at 2 times the employee's base salary for all eligible employees employed by the School Board who are enrolled in the School Board group term life insurance program.

Subd. 2. Supplemental Life Insurance: The School Board will allow excess negotiated insurance amounts available to individual employees to be applied toward the monthly premium for supplemental group term life insurance.

Section 4. Long Term Disability Insurance: The School Board shall make available, at the employee's expense, group long term disability insurance.

Section 5. Dental Insurance: Please see chart above in Section 2.

Section 6. Payroll Deductions: The difference between the monthly premium costs, if any, of the group insurance programs and the School Board contributions established by Sections 2, 3, 4 and 5 of this Article shall be paid by enrolled employees through payroll deduction.

Section 7. Voluntary Participation: Participation in the insurance programs established by this Article is voluntary. Eligible employees who choose not to participate shall receive no additional compensation in lieu thereof.

Section 8. Claims Against the School Board: The School Board and D.O.S.S. agree that any description of insurance benefits contained in this Article are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policies contracted by the School Board and the insurance carriers pursuant to this Article. The School Board's only obligation is to contract for insurance policies and contribute such amounts as established by this Article.

Section 9. Duration of Insurance Contribution: Employees are eligible for School Board contributions as provided in this Article as long as they are employed by the School Board.

ARTICLE VIII VACANCIES

Section 1. Job Posting: New positions or vacancies of more than sixty-seven (67) days duration will be posted for a period of five (5) days. The supervisor for whom the employee will work shall grant an interview to any D.O.S.S. bargaining unit member who makes written application, provided the employee possesses the qualifications as stated on the job posting. A D.O.S.S. employee changing to a vacant position shall serve a trial period of four (4) months in the new position. During the trial period, if it is determined that the employee's performance in the new position is unsatisfactory, the School Board shall have the right to reassign the employee to their former position. The employee may also request and shall be granted an opportunity to return to their previous position within the four (4) month trial period. In the event that the School District decides not to hire the applicant, the reason(s) shall be given to the applicant in writing, upon request, prior to the announcement of the new employee.

ARTICLE IX DISCIPLINE AND DISCHARGE

Section 1. Discipline: The School Board shall have the right to impose disciplinary actions on the employee for just cause. Discipline actions shall be limited to the following

1. oral reprimand
2. written reprimand
3. suspension
4. discharge

Section 2. Procedure: An employee who is to be disciplined shall have the right to request and have a bargaining unit designee present when the disciplinary action is taken, except in cases in which a written reprimand is to be sent to the employee. Disciplinary actions shall be done in a manner that will not embarrass the employee before anyone. All disciplinary actions (excluding oral reprimands) shall be in writing specifying the reasons. The employee shall have the opportunity to respond to any reprimand and the response shall be entered into the personnel file along with the reprimand. Except in the case of an oral reprimand, disciplinary action shall be subject to the grievance procedure contained to the agreement.

ARTICLE X GRIEVANCE PROCEDURE

Section 1. Grievance Definitions: A "grievance" shall mean an allegation by an employee or group of employees resulting from a dispute or disagreement between the employees and the School Board as to the interpretation or application of this Agreement.

Section 2. Representative:

Subd. 1: The School District may be represented during any step of the grievance procedure by any person or agency so designated.

Subd. 2: The employee shall be represented by designated bargaining unit representatives, at any level of the grievance procedure.

Section 3. Definitions and Interpretations:

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual agreement of the School District and the Bargaining Unit.

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

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

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

Section 4. Time Limitation and Waiver:

Subd. 1: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts of the grievance, the specific provisions of this Agreement allegedly violated, and the particular relief sought, within twenty (20) days from the date the event giving rise to the grievance occurred. Failure to file a grievance within such period shall be deemed a waiver of the grievance.

Subd. 2: Failure to appeal a grievance from one level to another within the time periods hereinafter provided shall constitute a waiver of the grievance.

Subd. 3: Failure of the School District or its designated representative to respond to the grievance within the time limits hereinafter provided shall be considered a denial and immediately appealable to the next step.

Section 5. Adjustment of Grievances: The School Board or its designee and the employee and/or a D.O.S.S. representative shall attempt to adjust all grievances which may arise during the course of employment of an employee in the following manner:

Subd. 1. Level I: If a grievance is not resolved through informal discussions with the employee's immediate supervisor, the supervisor shall give a written decision on the grievance to the involved parties within five (5) days after receipt of the written grievance. A copy of the decision shall be sent to the employee and the D.O.S.S. President.

Subd. 2. Level II: In the event the grievance is not resolved at Level I, the resulting decision may be appealed by the Bargaining Unit to the Superintendent or designee, provided, such appeal is made in writing within five (5) days after receipt of the decision at Level I. If a grievance is properly appealed, the Superintendent or designee shall set a time to hear the grievance within seven (7) days, and within five (5) days after the hearing, the Superintendent or designee shall issue a decision in writing to the D.O.S.S. President.

Subd. 3. Level III: In the event the grievance is not resolved at Level II, the decision rendered may be appealed to the School Board, provided, such appeal is made in writing within five (5) days after receipt of the decision at Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.

Subd. 4. Level IV: In the event the grievance and the School Board are unable to resolve a grievance, the grievance may be submitted to binding arbitration as defined herein or grievance mediation through the Bureau of Mediation Services, at the selection of the exclusive representative.

Section 6: 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 D.O.S.S. President of its intention to review the decision within ten (10) days after the decision has been issued. In the event the School Board reviews a decision under the provisions of this Section, the School Board reserves the right to reverse or modify such decision.

ARTICLE XI PAID ABSENCE LEAVE

Section 1. Rate of Accumulation: Employees shall be credited with 15 days of paid absence leave as of July 1 of each fiscal year.

Subd. 1. Employees who terminate employment prior to the completion of a fiscal year and who have exhausted their paid absence leave shall reimburse the School Board for any paid absence leave used in excess of the prorated portion of leave earned during the fiscal year.

Section 2. Maximum Accumulation: Unused paid absence leave shall accumulate to an unlimited amount.

Section 3. Uses of Paid Absence Leave: Paid Absence leave shall be approved only upon submission of a signed "Employee's Absence and Substitute Report" form.

Subd. 1. Absences Because of Illness or Injury to the Employee:

- A. Employees unable to perform their duties and responsibilities because of personal illness or injury shall notify their supervisor.
- B. Approval of requested paid absence leave due to personal illness or injury is in all cases subject to the approval of the Superintendent.
- C. Prior to final approval of the paid absence, the supervisor may require an employee to furnish evidence from the school health officer or a qualified physician, indicating such absence was due to personal illness or injury.
- D. Paid absence due to personal illness or injury shall be deducted from the employee's accumulated paid absence leave.

Subd. 2. Absences Because of Illness, or Injury in an Employee's Family:

Subd 2A through 2D applies to employees that have not worked for the district the previous 12 months:

- A. In the event of an illness or injury of employee's child or spouse, an employee may be granted paid absence leave up to ten (10) days. In the event of an illness or injury in an employee's family (other than child or spouse), an employee may be granted paid absence leave up to five (5) days. In unusual circumstances, additional days may be granted at the discretion of the supervisor.
- B. Family, for the purpose of this Subdivision, shall be defined as the employee's spouse, child, stepchild, stepbrother, stepsister, parents, parents-in-law, sister, brother, grandchildren or household member.
- C. Prior to final approval of the paid absence, the supervisor may require an employee to furnish evidence indicating such absence was due to a family illness, or injury.
- D. Paid absence due to a family illness, or injury shall be deducted from the employee's accumulated paid absence leave.

Subd 3. Absences Because of Illness or Injury in an Employee's Family:

Subd. 3A through 3C applies to employees who have worked 12 months or more and meet the eligibility criteria:

- A. In the event of an illness or injury in the employees' family for which other care cannot be arranged, an employee may be granted paid absence leave to be deducted from accumulated paid absence leave.
- B. Approval of a request for Paid Absence Leave due to family illness or injury and the duration of the paid absence leave in all cases, is subject to the approval of the supervisor.
- C. Family members and eligibility are defined per applicable federal and state statutes.

Subd. 4. Absences Because of Bereavement

- A. In the event of a funeral in an employee's family, an employee may be granted paid absence leave up to three (3) days. In unusual circumstances, additional days may be granted at the discretion of the supervisor.
- B. Family, for the purposes of this Subdivision, shall be defined as the employee's family member, friend or household member.
- C. Prior to final approval of the paid absence, the supervisor may require an employee to furnish evidence indicating such absence was due to a family funeral.
- D. Paid absence due to a family funeral shall be deducted from the employee's accumulated paid absence leave.

Subd. 5. Absences Because of an Injury to an Employee While on Duty:

- A. Upon the request of an employee who is absent from duty as a result of a compensable injury covered under the provisions of the Worker's Compensation Act, the School Board will pay the difference between the compensation benefits received by the employee, pursuant to the Worker's Compensation Act, and the employee's daily rate of pay to the extent of the employee's accumulated paid absence leave.
- B. Such difference shall be paid by the School Board to the employee only for the period of disability or until the employee's accumulated paid absence leave is exhausted.
- C. The deduction from the employee's accumulated paid absence leave shall be an amount necessary to equal the difference between the Worker's Compensation benefits and the employee's daily rate of pay.

Subd. 6. Absences Because of Personal Business:

- A. In the event it is necessary for an employee to be absent from duty to conduct personal business (e.g. court appearances, estate settlements) which cannot be attended to outside of the employee's work day, said employee may be granted up to two (2) days of paid absence leave per year. In unusual circumstances, additional days may be granted at the discretion of the Superintendent or designee.
- B. Requests for personal business leave shall be made in writing at least seven (7) calendar days in advance, except in the event of an emergency and shall be subject to the approval of the Superintendent or designee.
- C. In accordance with Minnesota Statute 181.9412, the Employer will grant a full-time employee leave up to a total of sixteen (16) hours during any school year to attend conferences or classroom activities related to the employee's child, providing such activities cannot be scheduled during non-work hours. The employer will grant part-time employees who work twelve (12) hours or more per week the equivalent of up to a total of 2 work days during any school year to attend conferences or classroom activities related to the employee's child, providing such activities cannot be scheduled during non-work hours. Requests for School Conference Leave shall be made in writing at least seven (7) calendar days in advance to the Supervisor, except in the event of an emergency. School Conference and Classroom Activities will apply only to students in grades Kindergarten through 12. Personal Business leave may be used if employee chooses to receive compensation for absence due to attendance at a school conference or activity.

Subd. 7. Absences Because of Jury Duty Service:

- A. In the event an employee is called to serve on a jury, the employee shall receive the difference between jury fees, excluding travel and meal reimbursement, and the employee's base daily salary rate of pay for each work day of absence, without deduction from the employee's accumulated paid absence leave.
- B. In the event that the time required for jury duty is 1/2 day or less and the employee is excused temporarily from further jury service on a duty day, the employee will be expected to report for regularly assigned duties.

Subd. 8. Adoption/Foster PAL

Full time, benefit eligible and part time employees with accrued Paid Absence Leave will be granted up to six (6) weeks leave for adoption of a child. The period of time shall, at the direction of the adoptive parent, begin before or at the time of, the child's placement in the adoptive parent's home, for the purpose of arranging for placement or caring for the child after placement. Additional days may be requested, subject to the approval of the Director of Human Resources, on a case by case basis. Approved paid absences for purposes of adoption shall be deducted from the employee's Paid Absence Leave. Employees shall be granted up to ten (10) days of Paid Absence Leave per school year for the placement of a foster child. Additional days may be requested, subject to the approval of the Director of Human Resources, on a case by case basis. Approved paid absences for the purposes of foster placement shall be deducted from the employee's Paid Absence Leave.

Subd. 9. Parenting Leave:

The employee shall be able to use up to ten (10) days of paid absence leave after the birth of a child. Said leave shall not be in addition to disability leave associated with the birth of a child.

Section 4. Notice to Supervisor: Employees shall notify the Supervisor of an intended absence a reasonable length of time prior to the start of the absence.

**ARTICLE XII
LEAVES OF ABSENCE**

Section 1. Unpaid Leave of Absence:

Subd. 1. An employee employed by the School Board for 2 full years may request an Unpaid Leave of Absence.

Subd. 2. An Unpaid Leave of Absence may be granted by the School Board, at its discretion, for reasons such as personal illness or injury, family emergencies, to fulfill an obligation to an employee's professional organization or any other reason except gainful employment.

Subd. 3. A request for an Unpaid Leave of Absence shall be in writing and may be granted by the School Board, subject to the following conditions:

- A. An Unpaid Leave of Absence, when granted, shall be for a period of time not to exceed 2 years as mutually agreed upon between the Superintendent and the employee and approved by the School Board.
- B. An employee returning from an Unpaid Leave of Absence shall deliver in person or by certified mail written notice to the Superintendent of his/her intention to return, at least 90 days prior to expiration of the leave. Failure to give such notice shall be considered a resignation on the part of the employee.

Subd. 4. Employees on unpaid Leave of Absence may continue to participate in the group insurance programs, subject to the provisions of this Agreement and the limitation of the group insurance programs established by Article VII. An employee choosing to continue participation shall pay the full monthly premiums of such programs, effective on the date the Unpaid Leave of Absence begins.

**ARTICLE XIII
VACATIONS**

Section 1. Vacation Schedule: Effective July 1, 2022, full-time 12-month employees shall earn paid vacation according to the vacation schedule:

Subd. 1. Vacation Schedule:

- A. Following 1 year of service 1.25 days per month (15 days vacation)
- B. Following 5 years of service 1.67 days per month (20 days vacation)
- C. Following 12 years of service 1.75 days per month (21 days vacation)
- D. Following 14 years of service 1.83 days per month (22 days vacation)
- F. Following 16 years of service 1.92 days per month (23 days vacation)
- E. Following 18 years of service 2.0 days per month (24 days vacation)
- F. Following 20 years of service 2.33 days per month (28 days vacation)

Subd. 2. Employees with less than one (1) year of employment shall earn a pro-rata amount of vacation as established by this Article.

Section 2. Earning and Using Vacation:

Subd. 1. Vacation, as established by Section 1, shall be earned during each fiscal year period (July 1 through June 30) and may be used during the same or following fiscal year.

Subd. 2. For purposes of determining rate of vacation accrual “years of service” shall include all full-time years of service in the District, 10-month or 12-month.

Subd. 3. Vacation may be accrued for up to one year. Any vacation hours exceeding the one-year accrual on June 30, will be compensated at the employee’s June 30 hourly rate.

Section 3. Vacation Selection: Vacation may be taken at any time during the work year mutually agreed upon by the employee and the Supervisor.

Section 4. Holidays Occurring During Vacation: Holidays established by Article XIV, which occur during an employee’s scheduled vacation, shall not be deducted from earned vacation.

Section 5. Separation: Employees who separate from employment will be compensated for all unused vacation days at the employee's current base daily salary rate of pay.

**ARTICLE XIV
HOLIDAYS**

Section 1. Observance: Employees shall observe 11 designated paid holidays and two (2) floating holiday.

New Years Day
One full day before or after New Years Day
Martin Luther King Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
One full day before or after Christmas Day
Two Floating Holiday

Subd. 1. Paid holidays may be observed on the scheduled calendar day or on a floating basis, as agreed upon by the employee and supervisor.

Subd. 2. Paid holidays which fall on a day when employee are off duty may be observed on a floating basis as agreed upon by the employee and supervisor.

Subd. 3. Unused paid holidays shall be compensated at the employee's current base daily salary rate of pay, providing the employee is required by his/her supervisor to be on duty to the extent that the days cannot be taken.

**ARTICLE XV
SEVERANCE/TSA PLAN**

Section 1. Eligibility: An employee who was hired on or before July 1, 1998, and who has completed at least ten (10) years of continuous service with the School District and who is at least 55 years of age, shall be eligible for severance payment, pursuant to the provisions of this Article, upon submission of a written resignation. Employees hired after July 1, 1998, shall not be eligible for this severance payment, but shall be eligible for the Tax Deferred Employee Matching Annuity Plan as outlined in Section 4.

Subd. 1. Leave of Absence: Time spent on an approved Leave of Absence, as provided in Article XII, Sections 1 and 2 shall be included in the calculation of years of continuous service.

Subd. 2. Determination of Age: For the purposes of this Article, an employee's age shall be that attained during the fiscal year, at the end of which, the employee elects to retire. The fiscal year shall be defined as beginning on July 1 of one year and ending on June 30 of the year following.

Subd. 3. Discharge for Cause: This Article shall not apply to any employee who has been discharged for just cause by the School Board.

Section 2. Basis for Severance Payment: Payment, upon retirement, shall be to a maximum of 150 days pay at the employee's base daily salary rate during the employee's last full year of service, not to exceed \$22,500.00.

Subd. 1. Employees hired on or before July 1, 1990: A qualifying employee who was hired by the School District on or before July 1, 1990, upon retirement, shall be eligible to receive a severance payment in an amount obtained by multiplying 150 percent of the employee's unused paid absence leave at the time of retirement, not to exceed 150 days, times the employee's base daily salary rate, not to exceed \$22,500.00. Said severance payment shall be reduced by any Tax Sheltered Annuity contributions previously made by the School District as outlined in Section 4.

Subd. 2. Employees hired on or before July 1, 1995: A qualifying employee who was hired by the School District after July 1, 1990 and on or before July 1, 1995, shall be eligible to receive a severance payment in an amount obtained by multiplying 125 percent of the employee's unused paid absence leave at the time of retirement, not to exceed 150 days, times the employee's base daily salary rate, not to exceed \$22,500.00. Said severance payment shall be reduced by any Tax Sheltered Annuity contributions previously made by the School District as outlined in Section 4.

Subd. 3. Employees hired on or before July 1, 1998: A qualifying employee who was hired by the School District after July 1, 1995 and on or before July 1, 1998, shall be eligible to receive a severance payment in an amount obtained by multiplying 100 percent of the employee's unused paid absence leave at the time of retirement, not to exceed 150 days, times the employee's base daily salary rate, not to exceed \$22,500.00. Said severance payment shall be reduced by any Tax Sheltered Annuity contributions previously made by the School District as outlined in Section 4.

Subd. 4. Base Daily Salary Rate: The base daily salary rate shall be determined by dividing the employee's total annual compensation during the last full year of service prior to retirement, by the number of paid days in the fiscal year.

Section 3. Payment: Upon retirement, a qualifying employee shall receive a lump sum payment within thirty (30) days of the effective date of retirement. The entire amount shall be contributed directly into the retiree's 403(b) or 457 account. The retiree will not receive any direct payment from the School District for severance pay.

Subd. 1. Deductions: Deductions shall be made from the severance payment only as required by law.

Subd. 2. Beneficiary: If the employee dies after the effective date or retirement but before the total severance payment has been received, the balance due shall be paid to a name beneficiary, or lacking same, to the estate of the deceased.

Section 4. Tax Deferred Employee Matching Annuity Plan: An employee may participate in a tax sheltered annuity/deferred compensation plan, pursuant to the provisions of this section.

Subd. 1 Eligibility: Employees may participate in the plan upon hire.

Subd. 2 Contributions: As of January 1, 2023 the School District shall provide an equal match to an eligible employee's contributions to an employee managed tax sheltered annuity/deferred compensation plan to a maximum of \$5,200.00 per calendar year in 24 equal installments.

Subd. 3 Deduction from Severance: Any tax sheltered annuity/deferred contributions made by the School District shall be deducted from a qualifying employee's severance payment as outlined in Section 2 of this Article.

Section 5. Insurance: Employees who retire prior to age 65 and who have completed at least 10 years of continuous service with the School District and who are at least 55 years of age, shall be eligible to participate in the group insurance programs established in Article VII, of this Agreement.

Subd. 1 District Contributions: For qualifying employees who elect to continue to participate in the group insurance programs, the School District shall pay up to \$425.00 per month toward the premiums for the group insurance programs in which the employee elects to participate.

Subd. 2 Termination of Eligibility: Upon termination of employment of benefit eligible employees, medical, dental and life coverage continues to the end of the month in which termination occurs. Disability and flex coverage terminates on the last day worked.

ARTICLE XVI EMERGENCY CLOSING

Section 1. Emergency Closing: In the event a school or schools are closed by the Superintendent prior to the start of the scheduled work day, employees will be expected to report to work as soon as possible. Employees who are unable to report to work at the scheduled starting time shall have the responsibility to notify their immediate supervisor and may apply to use available unused vacation time, personal leave or Emergency Closing PAL for this purpose.

Section 2. Late Starts: In the event schools have a delayed starting time due to inclement weather or other emergencies, employees will be expected to report to work as soon as possible. Employees who are unable to report to work at the scheduled starting time shall have the responsibility to notify their immediate supervisor and may apply to use available unused vacation time or personal leave for this purpose. The final decision regarding personal safety and when to report to work rests with the individual employee.

ARTICLE XVII MISCELLANEOUS

Section 1. Travel Reimbursement: Employees shall receive reimbursement for all approved travel at the standard mileage rate established by the School Board.

Section 2. Professional Conferences and Workshops:

Subd. 1. Attendance at conferences and workshops in areas directly related to the employee's specific position responsibilities may be granted by the employee's supervisor in an effort to remain updated on current trends and innovations.

Subd. 2. A report shall be prepared by the employee and presented to the supervisor describing intended employee participation at out-of-state conferences or workshops. The Superintendent shall forward a copy of the report to the School Board indicating approval or disapproval.

Subd. 3. A report shall be prepared by the employee and presented to the supervisor describing the results of out-of-state conferences and workshops. The School Board shall reimburse employees for valid out-of-pocket expenses incurred at pre-approved conferences and workshops.

Section 3. Tuition Reimbursement:

Subd. 1. Employees of the District Office Support Specialists are encouraged to increase their education and development in ways that will benefit them in their employment with the District. Employees may request reimbursement up to an annual maximum of \$2,000 with a total DOSS group annual maximum of \$4,500 for courses which are directly related to the employee's area of responsibility and which have been approved in advance by their immediate supervisor and the Director of Human Resources. Employee must have a grade C or higher to qualify for this reimbursement benefit. Decisions regarding tuition reimbursement will be final and binding and will not be subject to the grievance process.

ARTICLE XVIII DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing upon ratification of this agreement through June 30, 2024. If either party desires to modify or terminate this Agreement commencing on July 1, 2022, it shall give written notice of such intent 60 days of this Agreement's expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 calendar day prior to the expiration of the Agreement.

Section 2. Effect: This Agreement constitutes the full and complete agreement between the School Board and D.O.S.S.. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School Board policies, rules, or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to the current Agreement, whether or not referred to in this Agreement, shall not be open for negotiations during the term of the Agreement, provided the School Board and the D.O.S.S. may mutually agree to amend the Agreement during its term.

Section 4. Individual Contracts: Individual contracts issued by the School Board and executed by individual employees shall be subject to and consistent with this Agreement. In the event of a conflict between an individual employee contract and this Agreement, the provisions of this Agreement shall be controlling.

Section 5. 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: South Washington County Schools
District Office Support Specialists
(D.O.S.S.)



President




Negotiator




Negotiator

Dated this 20 day of
September, 2022

FOR: South Washington County Schools
Independent School District 833
School Board:



Chairman



Clerk



Director of Human Resources

Dated this 9 day of
September, 2022

Memorandum of Agreement
One-time Payment

It is hereby agreed between South Washington County Schools, District 833 and the District Office Support Specialists (DOSS) that each bargaining unit member shall receive a one-time payment of \$800.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

FOR: South Washington County Schools
District Office Support Specialists
(D.O.S.S.)



President



Negotiator

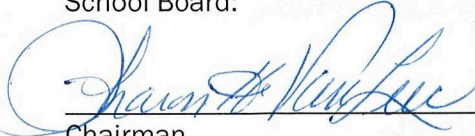


Negotiator

Dated this 20 day of

September, 20 22

FOR: South Washington County Schools
Independent School District 833
School Board:



Chairman



Clerk



Director of Human Resources

Dated this 9 day of

September, 20 22

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