

RICHFIELD PUBLIC SCHOOLS

INDEPENDENT SCHOOL DISTRICT NO. 280

**SALARY SCHEDULE, FRINGE BENEFITS
AND WORKING CONDITIONS FOR**

ADMINISTRATIVE and MANAGEMENT SUPPORT PROFESSIONALS 2022-2024

District Draft TA for REVIEW 09/15/2022

THIS AGREEMENT ENTERED INTO BETWEEN THE SCHOOL BOARD OF INDEPENDENT SCHOOL DISTRICT NO. 280, RICHFIELD, MINNESOTA AND THE SERVICE EMPLOYEES INTERNATIONAL UNION, EFFECTIVE JULY 1, 2018 THROUGH JUNE 30, 2022 IN ACCORDANCE WITH THE PUBLIC EMPLOYMENT LABOR RELATIONS ACT OF 1971, AS AMENDED.

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Be it resolved by the Board of Education of Independent School District No. 280:

The following articles constitute the terms of employment of Administrative and Management Support Professionals of the District for the period of July 1, 2022 through June 30, 2024 in compliance with the Public Employment Labor Relations Act of 1971, and as amended, hereinafter referred to as the Public Employment Labor Relations Act.

ARTICLE I.

RECOGNITION OF EXCLUSIVE REPRESENTATIVE:

Preamble: Recognizing that the Union is required by the provisions of the State of Minnesota Public Employment Labor Relations Act to be the sole bargaining representative of all the employees within the coverage of this Agreement, without regard to membership in the Union, the School Board hereby agrees that it will not recognize or negotiate with any other person, association, group, committee or entity other than the Union with respect to such matters and will deal solely through the agency of and with the Union.

NEW EMPLOYEE INFORMATION:

The Employer shall provide to the Exclusive Representative the following information on each new employee within thirty (30) calendar days of the employee's first date of work: name; home address; work email address; work phone number; job classification; shift; wage, number of hours normally scheduled in a work week; whether the position is a nine (9) month or twelve (12) month assignment; and building assignment.

REQUEST FOR DUES CHECK OFF:

Pursuant to PELRA, the exclusive representative shall be allowed dues checkoff. Upon receipt by the Human Resources Office of a properly executed authorization card by the employee, the School District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the exclusive representative in equal installments.

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 in this Agreement.

EMPLOYEE PERSONNEL FILE

Upon written or verbal request of an employee, the School District shall permit the employee to review his or her own personnel file within seven (7) working days after

receipt of the request. The employee shall be permitted to attach a statement to any evaluation or discipline with which the employee disagrees. The School District shall provide a copy of documents within the personnel file upon an employee's request and without charge to the employee.

ARTICLE II.

SALARY SCHEDULE:

Position/Step	2022-2023	2023-2024
Management Assistant		
Step 1	27.60	28.40
Step 2	29.60	30.40
Step 3	31.60	32.40
Administrative Assistant 4		
Step 1	24.82	25.62
Step 2	26.82	27.62
Step 3	28.82	29.62
Administrative Assistant 3		
Step 1	22.62	23.42
Step 2	24.62	25.42
Step 3	26.62	27.42
Administrative Assistant 2		
Step 1	21.58	22.38
Step 2	23.58	24.38
Step 3	25.58	25.38
Administrative Assistant 1		
Step 1	19.39	20.19
Step 2	21.39	22.19
Step 3	23.39	24.19

LONGEVITY:

Employees shall receive additional compensation per hour as follows:

After 10 years of continuous service in the unit.	\$.20 per hour
After 15 years of continuous service in the unit	\$.30 per hour
After 20 years of continuous service in the unit.	\$.40 per hour

BILINGUAL STIPEND:

Employees working in positions for which the District indicates a need or preference for a bilingual proficiency will receive an additional \$.20/hour.

Board approved leave of absences for all or part of a year do not count as interruption of service, nor do they count as credit towards longevity.

Employees will be paid twice a month on the 5th and 20th. Payroll information will be communicated via an electronic, web-based system.

New employees will begin at step one, however, placement at the second or third steps may be made at the time of hiring to give credit for related experiences as authorized by the Director of Human Resources following communication with the union steward. Employees will advance to the next step each twelve months from their hiring date.

An employee moving to a higher classification will be placed on the appropriate step in the new classification based on demonstrated experience and/or qualifications as long as there is no reduction in rate of pay. An employee moving to a lower classification will retain the current step placement.

If the wage rates shown above are ruled to be out of compliance with pay equity legislation, a higher rate may be paid at the discretion of the District. The Union shall be given 10 days notice prior to any such increase in wage rates.

ARTICLE III.

PROBATION PERIODS:

All new employees shall work a probationary period, which shall consist of one-hundred-twenty (120) workdays of continuous service. The probationary period may be extended up to an additional one-hundred-twenty (120) days upon mutual agreement between the union steward and the District. A new employee shall not be considered a permanent employee until having successfully completed their probation period. A new probationary period will not apply to employees who change a work classification.

RESIGNATION OR SEPARATION OF EMPLOYMENT

An employee wishing to terminate employment shall give two (2) weeks notice when possible. An employee who fails to provide two (2) weeks notice shall forfeit any accrued vacation time payout.

NOTICE OF LAYOFF:

Employees will be provided at least two weeks advance notification in writing of a reduction in staff. The employee may accept the layoff or choose to replace the least senior person in the affected employee's classification or the least senior employee in a lower classification provided the employee has greater seniority, the same or longer calendar assignment and is qualified to perform the work. If an employee chooses to replace the least senior employee in the affected job classification, or the least senior employee in a lower classification, the employee must provide written notice to the Director of Human Resources within five (5) working days of the notice of layoff.

Employees on layoff will be recalled, in order of seniority, to available positions at or below their previous classification for which they are qualified to perform the available work. Employees will retain recall rights for a period of two (2) years from the date of layoff. Employees will be notified, by mail, of recall and shall have five (5) working days to indicate their intent, in writing, to accept a mutually agreeable return date or to terminate their employment.

ARTICLE IV.

PHYSICAL EXAMINATIONS:

Physical exams will be required of staff members upon request by the District. When so required, the District will pay the cost of the examination if the staff member obtains the examination at a District designated facility using the District's physical examination form. The staff member will be reimbursed up to the amount paid by the District at its designated facility if the staff member obtains the physical exam at a facility other than that designated by the District and upon presentation of the completed physical exam form along with an itemized statement from the examining facility.

ARTICLE V.

HOURS OF WORK:

- Section 1. Full-time employees shall work a 40-hour week--five consecutive eight-hour days.

- Section 2. All work in excess of forty (40) hours per week, with the approval of the immediate supervisor, shall be paid for at the rate of time and one-half of the employee's regular hourly rate. Consistent with federal law, vacation and holiday hours, sick leave and other leaves, paid and unpaid, shall not be considered as hours of work for purposes of calculating overtime. Upon mutual agreement between the supervisor and employee, compensatory time may be assigned in lieu of overtime pay for the extra time worked. Compensatory time must be used within 90 calendar days of

accruing the time. Compensatory time not used within the 90 calendar days will be paid out at the overtime rate of pay. The employee is responsible for keeping track and properly reporting all hours and time related to work.

Section 3. Prior to July 1, the employee will be provided notification of any anticipated changes in assignment for the following fiscal year. Changes may include hours of service, location, calendar assignment, or layoff.

ARTICLE VI.

PAID LEAVES OF ABSENCE

Section 1. Sick Leave

To twelve-month employees an allowance of 12 days per year, accumulative, shall be granted for sick leave use. To eleven-month employees, an allowance of 11 days per year, accumulative, shall be granted for sick leave use. To ten-month employees, an allowance of 10 days per year, accumulative, shall be granted for sick leave use. Sick leave can be used as allowable under state statute.

If the reason for the use of sick leave is due to pregnancy, an employee may use sick leave during a period of physical disability as certified by a licensed medical provider.

Subd. 1 Use of Sick Leave

- (a) Days of sick leave shall be credited when the school year starts. Employees who work less than the full school year shall receive sick leave on a pro rata basis.
- (b) The employee may use one (1) day of accumulated sick leave for each day of illness of the employee's child who is less than eighteen (18) years old, or up to 20 years old and attending a secondary school due to an illness of or injury to the child for such reasonable periods as the employee's attendance with the child may be necessary.
- (c) An employee who has been employed by the district for the most recent 12 month period and holds a .5 FTE or greater position may use up to twenty (20) days of accumulated sick leave during the school year as is medically necessary to care for an ill spouse, parent, step-parent, parent-in-law, adult child, sibling, grandchild, or grandparent.
- (d) An employee who has not been employed by the district for the most recent 12 month period and/or who does not hold a .5 FTE or greater position may use up to five (5) days in any one year of earned sick leave for illness in the immediate family. The immediate family shall

include wife, husband, child, brother, sister, parent, guardian or parent-in-law. These days will be deducted from available personal leave in Section 3.

Section 2. Disaster Leave

If the following conditions are met, additional sick leave benefits shall be granted to any Administrative or Management Assistant who has exhausted accumulated sick leave, personal leave, and all other types of paid leave for which the employee is eligible: (1) the teacher has been continuously disabled and unable to work for a period of 30 or more consecutive duty days, as certified by a physician; (2) the employee is suffering from a catastrophic illness or injury, as defined below; (3) the employee is not under investigation; (4) the employee has not received notice of termination or provided notice of resignation or retirement; (5) the employee has submitted a written application for disaster leave benefits to the Human Resources Department; and (6) the application and supplemental materials required for LTD benefits have been submitted to the insurance carrier. If these conditions are met, disaster leave benefits shall commence as of the duty day immediately following the last day of regular sick leave and personal leave payment. In the event the employee is under investigation when the employee would otherwise qualify for disaster leave, the benefits shall commence as of the duty day of final disposition of discipline or the original date of eligibility if the allegations are determined to be unfounded. Disaster leave benefits shall continue only for period during which the employee remains continuously disabled and unable to work and shall cease no later than the 78th calendar day of the catastrophic illness or injury.

For purposes of this Article, an employee suffers from a “catastrophic illness or injury” if the employee has a critical, non-occupational illness or injury that prevents the employee from performing his/her job duties, has a diagnosed disability that would generally qualify for LTD and is of sufficient severity that the employee is likely to be found eligible for LTD benefits as certified by a physician. Examples of catastrophic illnesses or injuries include, but are not limited to, cancer, paralysis, brain injury, spinal injury, or amputation. Normal pregnancies, childbirths without complications, and elective surgeries that do not arise out of a serious health condition do not qualify as a catastrophic illness or injury.

Section 3. Personal Leave and Bereavement Leave

Up to six days in any one-year of earned sick leave may be used for:

- (a) Death of a friend or family member. However, if a spouse, parent, child dies and personal leave for that year has been exhausted, additional work days, not exceeding three (3) will be given as personal leave for the purpose of participating or attending to the funeral arrangements, but will be deducted against this allowance in the succeeding fiscal year.
 - (b) Personal leave shall be granted for an appearance in court as a witness or in cases of legal action where it is mandatory that the employee be present.
 - (c) One (1) day of earned sick leave may be used for personal emergency or calamity. Weather conditions may constitute a calamity or emergency. Leaves for other reasons may be granted by the Human Resources office and will result in a day's full deduction in salary.
 - (d) Each employee may be granted two (2) days personal leave per year to handle important personal matters at the employee's own discretion. Requests for such leave are subject to the limitations and approval requirements included in Article VII Vacations.
- After six (6) days in any one-year, full deduction shall be made.

Section 4. Jury Duty

Employees shall be granted the additional amount to make up full pay if required to serve on Jury Duty.

Section 5. Medical Certification

The District may require an employee to furnish a medical certificate from a licensed medical professional as to evidence of illness, medical condition (e.g. childbirth), or accident, indicating such absence was due to illness or injury, to qualify for sick leave pay. Such medical certificate may pertain to the employee, child, or other individual as appropriate to the Division of Section 1, cited in the leave request,. Any leave of five (5) or more consecutive days of absence or intermittent days required to care for the same medical condition within the same school year will require a medical certificate from a licensed medical provider. The final determination as to the eligibility of an employee for sick leave is reserved to the District. In the event that a medical certificate will be required for unrelated intermittent leave, the employee will be so advised.

ARTICLE VII.

VACATIONS:

- Section 1. July 1st is the date to determine vacation accrual. Employees will be allowed to carryover up to five (5) days of vacation for use for use by December 31.
- Section 2. Employees shall be granted paid vacations as follows:
Ten through Eleven Month Employees
- (a) Those employed for ten through eleven-month positions with 10 days of vacation accrual shall take a minimum of half of their vacation days during non-student contact days.
 - (b) Personnel hired for a ten-month position will be allowed five days vacation upon date of hire. Six days vacation will be allowed after having been employed three years and ten days after having been employed five years.
 - (c) Personnel hired for an eleven-month position will be allowed six days of vacation upon date of hire. Seven days will be allowed after having been employed three years and twelve days after having been employed five years.
- Twelve Month Employees
- (a) New employees will be granted a prorated number of vacation days through June 30th, during the first year of employment, based on a two-week period.
 - (b) 10 days after having completed one full year beginning July 1st
 - (c) 14 days after five years
 - (d) 15 days after six years
 - (e) 16 days after seven years
 - (f) 17 days after eight years
 - (g) 17 days after nine years
 - (h) 18 days after ten years
 - (i) 18 days after eleven years
 - (j) 19 days after twelve years
 - (k) 20 days after thirteen years
 - (l) 21 days after fourteen years
- Section 3. An employee resigning from the system shall receive earned vacation on a prorated basis to the date of termination provided that two weeks written notice is given to the employer.
- Section 4. An employee retiring during the interim for reasons of disability or normal retirement shall be entitled to a prorated earned vacation.

Section 5. Vacation days must have prior approval from the supervisor and the number of employees absent from any one (1) building or work area, on any given day, may be limited based on the needs as determined by the supervisor. Employees denied a vacation, may request a review of the request by the Director of Human Resources.

ARTICLE VIII.

HOLIDAYS:

There shall be twelve paid holidays for twelve-month employees and eleven paid holidays for ten and eleven-month employees. The following are designated holidays:

Independence Day(12 month employees only), Labor Day, Thanksgiving Day, Thanksgiving Friday, Two Winter Break Holidays, Two New Year's Holidays, Martin Luther King Jr. Day, President's Day, One Spring Holiday (as determined by the district) and Memorial Day.

In the event that any of the above referenced holidays fall on a regularly scheduled work day, consistent with the school calendar, an alternative day will be designated by the employer.

ARTICLE IX.

UNPAID LEAVE OF ABSENCE:

Section 1. **Temporary Leave of Absence**

An employee granted an unpaid leave of absence shall suffer no loss of seniority or job rights except as provided in Article XIII Section 2(d). To comply with the requirements of the PERA, any employee covered by this contract wherein the accumulated sick leave is entirely used, and said staff member is not able to return to their normal duties because of illness, the Board of Education will pass a resolution granting a temporary leave of absence and will notify the office of the PERA of this action.

Section 2. **Child Care Leave of Absence**

An unpaid child care leave may be granted by the District, subject to the provisions of this section, to a parent because of the need to prepare and provide parental care for a child for a period of time.

An employee making application for child care leave shall notify the Director of Human Resources in writing of the request at least three calendar months before commencement of the intended leave.

The beginning and ending dates of a child care leave shall be agreed upon by the employee and the District with every attempt made to have these days coincide with natural breaks in work year. In making a determination concerning the dates of the leave the District shall not, in any event, be required to grant a leave of more than 12 months or be required to permit the employee to return to work prior to the date designated in the approved leave of absence.

An employee on a child care leave may be eligible to continue participation in group insurance programs if permitted under the insurance policy provisions. The employee must pay, on a prorated basis for the duration of the leave of absence, the employee and employer share of any premium due for insurance the employee elects to continue during the leave of absence.

ARTICLE X.

SENIORITY:

The Board recognizes that the purpose of seniority is to provide a declared policy as to the order of promotion, layoff and recall of employees, and for consideration in advancement or promotion (if the employee is qualified). Employees with the least continuous service in a classification shall be laid off first. If any openings subsequently occur, the laid-off employee with the most continuous service shall be recalled first. Employees on layoff status will retain recall rights for a period of two (2) years from date of layoff. If an employee without good reason fails or refuses to return to work when recalled within five (5) days after the notice of recall, the employee shall lose their seniority rights. The Board shall determine what constitutes a good reason for failure to return to work when the employee has been recalled. Good cause shall include, but not be limited to, temporary illness and temporary absence from the city

Definitions:

Seniority Date: The date of employment in the bargaining unit.

Classification: The job title (i.e. Management Assistant, Administrative Assistant 4, Administrative Assistant 3, Administrative Assistant 2, Administrative Assistant 1)

Calendar Assignment: The number of assigned days per year (i.e. 12 month, 11 month, 10 ½ month, 10 month) and hours per day.

ARTICLE XI.

VACANCIES:

New positions or vacancies will be posted on the district website for a period of five (5) days. Additional hours per day added to part-time positions and up to 10 additional days added to the annual calendar assignment are not required to be posted.

Applications of the interested parties should be submitted via the District's applicant tracking system.

The leading candidates whose background and abilities best meet the requirements of the posted position will be called in for an interview by the supervisor of the position , or designee.

The Director of Human Resources or designee will request background information from the union steward regarding final internal candidates.

Any internal applicant not selected for a position has the right to request through the Union Steward the reasoning behind the administration's decision with the intent being to increase or correct any qualifications that are lacking in order to be considered for future job postings.

ARTICLE XII.

BENEFITS:

Section 1. Eligibility

- (a) An employee must be assigned to work more than 14 hours per week and complete 30 calendar days of employment in order to be eligible to enroll in the District's fringe benefit programs. The employee will be eligible for benefits on the 1st of the month following the completion of the 30 days referred to above.
- (b) An employee must pay the employee's portion of premium for medical/dental coverage one (1) month in advance, if the employee's earnings are not sufficient to cover any monthly premium amount which exceeds the District's maximum contribution.
- (c) Part-time employees working more than 14 hours per week but less than 40 hours per week shall be eligible for medical, dental and life insurance plans. The monthly district contribution will be provided according to the number of hours assigned of the 40 hour week. If the premium for the medical benefit plan selected is less than the maximum district contribution specified in Section 2., then the monthly premium will be prorated according to the number of hours assigned of the 40 hours week.

Section 2. Medical Benefits

- (a) The School District shall provide a program of single and dependent hospitalization-major medical benefits. The District will select the insurance carrier and policy after considering the recommendations of the insurance Medical and Dental Benefits Committee. Any modifications to the deductible amounts and plan options during the term of the contract may be agreed upon via a Memorandum of Agreement between SEIU 284 and the District.
- (b) Participation in the School District insurance program is voluntary on the part of the employee. No additional compensation will be made to those who choose not to accept any or all portions of the program.
- (c) The District shall offer at least one deductible medical benefit plan coupled with a VEBA Trust. Each employee who chooses to enroll in a deductible/VEBA plan shall receive a District contribution to a

VEBA account set up for that employee. The following provisions shall apply to the deductible/VEBA plan offered by the District:

1. Single Coverage: The District shall pay the full cost of the single premium for the high-deductible plan. For information purposes only, this is the Plan A option during the 2022-2023 school year. In addition, the District will make a \$1,000 annual contribution, paid on a semi-annual basis, to the employee's VEBA account.
2. Dependent Coverage: The District shall pay \$1300.00 per month toward the cost of the dependent premium for the deductible plan. In addition, the District will make a \$1,250 annual contribution, paid on a semi-annual basis, to the employee's VEBA account.
3. The employer will contribute up to \$6.00 per month to the VEBA trust for administrative fees for all individuals employed by the District and covered by this master agreement at the time the administrative fee is due. Individuals not employed at the time of the administrative fee charge will have the fee deducted from the VEBA account.

Each employee enrolled in the program shall contribute, through payroll deduction, any premium amount which exceeds the District maximum contribution. Enrollment in the program shall be on an annual basis.

- (d) All employees who have at least fifteen (15) years of continuous employment in the Richfield School District and who are at least age fifty five (55) may continue* to participate in the District Hospitalization-Major Medical program. An employee who retires will also be allowed to continue in the District Dental program. For employees hired prior to January 1, 2011, the District contribution for retired employees participating in Hospitalization-Major Medical and Dental programs will be adjusted so that it is the same for retired employees as it is for active employees. Any additional premium cost must be paid by the retiree and will be increased annually. This provision shall apply until the individual becomes eligible for another employer's plan,* or any other health plan, or according to the following schedule, whichever comes first.

Completion of 15 years in Richfield	48 months
Completion of 20 years in Richfield	60 months
Completion of 25 years in Richfield	72 months
Completion of 30 years in Richfield	120 months

*"continue" means that the employee has enrolled in the medical plan he/she desires to participate in following retirement during the open enrollment period that takes place at least 12 months prior to retirement.

*Provided the aggregate value of benefits of another employer's medical insurance is not less than the medical insurance plan in effect for ISD 280, nor will the employee payment for another employer's premiums be greater than the amount required by the labor agreement in effect between ISD 280 and SEIU 284 Office Personnel.

- (e) For employees hired after December 31, 2010, the District will contribute toward a post-employment Health Reimbursement Account (HRA) established for the individual with a third-party administrator identified by the District. Funds will accrue in the individual's account and become available to the employee at time of separation from the District. The District will make contributions to the account as follows:
 - 1. \$2,500 at the completion of 10 years in the District; and
 - 2. \$250 at the completion of each additional year of experience in the District.
 - 3. The amounts above in 1. and 2. will be prorated based on the employee's FTE for the period covered.
 - 4. The District makes no representations or guarantees regarding the tax qualified status of any Health Reimbursement Account selected.

Section 3. Income Protection

- (a) The School District shall make available to all full time employees a Long-Term Disability (LTD) insurance program. Benefits shall begin after the seventy-eighth (78th) calendar day of total disability. Acceptance of this provision is voluntary on the part of the employee but no additional compensation will be made to those who choose not to accept coverage.
- (b) The district will pay the cost of the Long-Term Disability (LTD) insurance to a maximum of three hundred ninety (\$390) dollars per year. The employee will pay the balance.

- (c) The District will continue to pay the district contribution toward the premium amounts for medical and dental insurance coverage for a period of 24 months from the date of disability for those individuals on long term disability who were participating in those programs at the time of their disability. After the 24th month on long term disability, the district contribution toward the health insurance premium shall equal the cost of the single premium for the high deductible plan for medical insurance and premium for dental insurance. Contributions toward these insurances will continue until the individual becomes eligible for Medicare or Medicaid benefits.
- (d) A disabled employee shall retain job rights for a maximum of two (2) years from the date of disability upon written request by the employee if the employee continues to be disabled. The disabled employee will be obligated to inform the District, on a form sent to the employee each year by the District, of the employee's desire to retain job rights as provided herein.

Section 4. Dental Insurance

The School District will purchase dental insurance for all full time employees and their dependents. The District shall contribute to a maximum of \$59.00 per month effective July 1, 2014 for a plan based on a composite bid quotation. If the composite cost exceeds the District contribution, the excess amount shall be prorated on a monthly basis among the employees with dependent coverage.

Section 5. Life Insurance

The District shall provide each employee a fifty thousand (\$50,000) dollar term life insurance policy.

Section 6. Insurance Committee

A representative from the Office Personnel bargaining unit may serve on the District's fringe benefits insurance committee.

Section 7. Tax Sheltered Annuities

- (a) All personnel may participate in the Tax Sheltered Annuities program.
- (b) All employees who wish to enter the Tax Sheltered Annuity program for the first time on a non-matching basis, must complete the District and company forms provided for this purpose and must submit the

District forms to the Human Resources office. Entry into the program may occur at any time. The District Tax Sheltered Annuity Form must be completed and returned to the District Human Resources office at least thirty (30) days before the payroll date on which the tax deduction is to begin.

- (c) An employee who has filed the District Tax Sheltered Annuity program form shall have that program automatically continue for the identified dollar or percentage amounts as indicated on the form until changed or cancelled. A new form will be needed each year only if the individual wishes to make a change in the present plan, i.e., carrier, dollar amount or percentage.
- (d) The District will contribute on a matching basis up to 1% of salary for all full time office personnel employees beginning after five (5) years of employment, up to 2% of salary upon completion of eight (8) years of employment and 2.5% upon completion of thirteen (13) years of employment. Initial entry or re-entry into the District matching program shall occur on September 1 or January 1 of each year provided the District Tax Sheltered Annuity form is submitted to the Human Resources office 30 days in advance.

ARTICLE XIII.

RETIREMENT:

Section 1. Incentives for Retirement

- (a) An individual who has at least ten years of credited experience in the Richfield Public Schools and who is at least age fifty-five (55) shall receive severance pay upon resignation. For purposes of this section, credited experience is defined as the number of years the employee works more than 14 hours per week. The amount of severance pay shall be based on the individual's accrued sick leave. Accrued sick leave shall mean the number of days the individual has accumulated at the effective date of retirement. The individual's severance pay shall be the sum of the applicable amounts determined by the provisions of both Subdivisions (b) and (c).

Severance pay is considered earned only after the employee completes active employment through the Board approved retirement date.

- (b) The individual shall multiply accumulated sick leave by the appropriate percentage indicated below. The product of this

multiplication shall then be multiplied by ninety-five (\$95.00) dollars to determine the severance pay for this Subdivision. In no case, however, shall the benefit from this Subdivision exceed twelve thousand (\$12,000) dollars.

90% of accrued sick leave

- (c) An individual who has at least fifteen (15) years of credited experience as defined earlier in this section in the Richfield School District shall be paid the following amount as defined in Subdivision (a). \$4500
- (d) The individual shall receive the amount of severance pay within thirty (30) days of the last date of employment by the District.

The full amount of severance pay a retiring employee is eligible to receive herein shall be contributed into a 403b supplemental retirement account established by the employee, exclusively for the purpose of receiving such payment (the "severance 403b"). Such a contribution shall be consistent with the applicable IRS rules on annual additions to tax-deferred accounts. The employee will not receive any direct payment from the school district for severance pay.

If an individual dies before all or a portion of the severance pay has been disbursed, that balance due shall be paid to a named beneficiary or, lack of same, to the deceased's estate.

- (e) The provisions of the Richfield Public School Incentive for retirement shall apply to resignations for retirement for 2022-2023 and 2023-2024.

ARTICLE XIV.

GRIEVANCE PROCEDURE:

Section 1. Definition

A grievance shall mean a written complaint by an employee, group of employees, or the union that there has been a violation, misinterpretation, or misapplication of this agreement.

Section 2. Timelines

Within fifteen (15) working days following knowledge of the act or condition, which is the basis of the complaint, the grievant may file a

grievance beginning at Step 1 and proceeding through each succeeding step until the grievance has been resolved. Except by mutual agreement, failure by the employer at any step to communicate a decision within the specified time limit shall permit the grievant to proceed to the next step; likewise, failure by the grievant at any step to appeal a grievance to the next step within the specified time limit shall be considered acceptance of the decision at that step. The time limits for decision or appeal are as follows:

Step 1 - five (5) working days

Step 2 - ten (10) working days

Step 3 - ten (10) working days

Decision or appeal should be completed as soon as possible but shall not exceed the time limit specified.

Section 3. Steps

Step 1: The cognizant supervisor. The cognizant supervisor shall be the individual directly responsible for the operation of the department in which the grievant works.

Step 2: The Director of Human Resources

Step 3: The Superintendent of Schools or designee.

Step 4: Arbitration under the Public Employment Labor Relations Act incorporating the use of one arbitrator; the arbitrator's award being final and binding upon the parties.

Section 4. Union Representation, Intervention and Initiation

The grievant shall have the right of union representation at each step. The union shall have the right to intervene and present its position at any step in the grievance procedure. The union itself may initiate a grievance on any matter affecting the application or interpretation of this Agreement.

Section 5. Reprisals

No reprisals shall be invoked against any employee for processing a grievance.

Section 6. Cost of Transcript

The cost of a transcript of the arbitration shall be borne by the party demanding the transcript. If no demand is made, but a transcript is required, the cost shall be shared equally by the parties involved.

ADMINISTRATIVE and MANAGEMENT SUPPORT PROFESSIONALS
CONTRACT DOCUMENT AUTHORIZATION

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

For: Service Employees International Union
450 Southview Boulevard
South St. Paul, MN 55075


For: Richfield Public Schools #280
7001 Harriet Avenue South
Richfield, Minnesota 55423



Union Representative



Board of Education Chairman



Union Representative



Board of Education Clerk

Union Representative



Superintendent of Schools

Dated this 8 day of Dec, 2022

Dated this 19 day Dec, 2022

THIS AGREEMENT shall be in force from July 1st, 2022, through June 30, 2024, and shall continue as is from year to year unless either party shall notify the other in writing sixty (60) days prior to expiration date of their desire to re-open negotiations.

