AGREEMENT

between

ROSEVILLE INDEPENDENT SCHOOL DISTRICT NO. 623

and the

Office Support Staff and Health Assistants

AFSCME COUNCIL NO. 5

Local No. 1129

2022-2023
2023-2024

Covering Terms and Conditions of Employment
For Office Support Staff and Health Assistants
July 1, 2022, through June 30, 2024

Agreement between Independent School District 623
and AFSCME Council No. 5, Local No. 1129 - 2022-2023 and 2023-2024

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ARTICLE I

PURPOSE

This Agreement, entered into between the School Board of Independent School District No. 623, Roseville, Minnesota, hereinafter called the employer, and AFSCME Council No. 5, Local 1129, hereinafter called the Union, 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., shall provide the terms and conditions of employment for all members in the appropriate unit during the duration of this Agreement.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

In accordance with the P.E.L.R.A., the School Board recognizes the AFSCME COUNCIL 5, LOCAL 1129 as the exclusive representative for all members in the following appropriate unit, certified by the Bureau of Mediation Services in Case No. 76-844-A, as:

> All office support employees and health assistants employed by Independent School District No. 623, Roseville, Minnesota, who are employed for more than 14 hours per week, and for more than 67 work days per year, excluding supervisory, confidential, and all other employees.

The exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

The exclusive representative shall represent all such employees of the district contained in the appropriate unit as certified by the Bureau of Mediation Services.

ARTICLE III

EMPLOYEES' HOURS

Section 1. General Rule: The rule is that employees shall not be away from their places of duty during the regular prescribed hours except by special permission in cases of emergency or by definite arrangement with the supervising administrator, the Superintendent, or the Superintendent's designated agent.

Section 2. Work Day: The working hours in the schools shall be set according to the school hours of the building and the length of the work day for which the employee has been hired. All employees working six hours or more in the bargaining unit shall be granted a duty free unpaid lunch period of 35 minutes at or near the middle of their work shift and one 15 minute paid break. Employees working fewer than six hours per day shall receive an optional 35 minute unpaid lunch period and one 15 minute paid break.

Section 3. Overtime:

Subd. 1. The district will pay bargaining unit employees for overtime worked during each payroll period. Overtime should be reported on a "Payroll Time Sheet."

A. All time in excess of 40 hours a week will be paid at time and one-half. The 40 hours per week requirement prior to overtime may include designated holidays and sick days.

B. Employees regularly working less than 40 hours a week will be paid at the regular rate for any hours worked up to the 40 hours in one week.

Subd. 2. Approval must be obtained from the supervising administrator of the bargaining unit employee before overtime hours are worked. An attempt should be made to provide hourly help or to work out some other solution so that overtime will not be necessary.

Subd. 3. Compensatory time off for overtime may be given if approved in advance by the supervising administrator and the employee. If compensatory time is not allowed, overtime pay shall be allowed. Employees who normally work less than 40 hours per week shall receive compensatory time off if approved in advance by the supervising administrator at the straight time rate up to 40 hours and, after 40 hours, at time and one-half.

Section 4. 12 Month Employees: A 12 month employee is defined as an employee who works 12 months per year, a minimum of 20 hours per week in the bargaining unit.

Section 5. Full-Time Employee: Any employee who works at least 30 hours per week in the bargaining unit.

Section 6. Regular Part-Time Employee: Any employee who works at least 14 hours per week and fewer than 30 hours per week in the bargaining unit.

Section 7. Eligible Employee: Persons who work at least 6 hours per day/30 hours per week for the school district.

Section 8. New hire: Anyone completely new to the district or anyone who returns to the district after being gone for 3 consecutive years.

Section 9. Rehire: An employee hired within three consecutive years of resignation/retirement AND from Office Support Staff/Health Assistant contract to Paraprofessional/Media Technology Group contract or vice versa will be placed at the same/similar pay rate.

ARTICLE IV

SALARIES

Section 1. Salary Structure: The hourly salary structure appears in Appendix A of this Contract.

Section 2. Job Reclassification: Jobs will be classified according to responsibility Classes. Employees shall be notified of their job classifications at the beginning of the employment year.

When substantial changes in position responsibility have occurred, a request for reclassification and a revised position write-up, which has been approved by the supervising administrator, shall be submitted to the Reclassification Review Committee for review and classification. The School District shall keep the Union informed as to the names of the members of the Committee.

Section 3. Classification of New Job Position: Upon School Board approval of a new position, and submission of a position write-up from the supervising administrator, the Reclassification Review Committee will recommend classification of Responsibility Class for a new position. The Responsibility Class of a new position will be subject to the negotiations process with the Union. Any adjustment in salary resulting from the negotiations will be retroactive to the beginning date of employment of the incumbent in the new position.

Section 4. Establishing New Employees' Salaries: New employees will normally be hired at entry class of the appropriate Responsibility Class. However, where prospective employees are obviously well-qualified to assume greater responsibilities, they may be considered for employment placement up to the third step of the schedule at the discretion of the employer.

Subd. 1. Former bargaining unit employees who have been reclassified out of the bargaining unit by the district and subsequently are reassigned to bargaining unit positions shall be paid at the experience rate they would be on had they not been transferred out of the unit. If their current salary exceeds the bargaining unit schedule they shall have their salary frozen until the rate meets or exceeds that salary.

Section 5. Position Movement/Transfers Between Classification: If someone moves from one contract to another in a job classification of an equal or greater paygrade, they would be placed at the next closest step equal to or greater than their current paygrade.

Section 6. Salary Payments:

Subd. 1. Salary shall be paid on the 15th and the 30th of the month. In the event the 15th or 30th falls on the weekend or on a holiday, payday shall be on the preceding working day.

Subd. 2. Hourly time sheets shall be turned in twice a month, on the 15th and the 30th. If time sheets are received on time, hourly employees will be paid on the 30th of the month for hours worked from the 31st of the preceding

month through the 15th, and will be paid on the 15th of the month for hours worked from the 16th through the 30th of the preceding month.

Subd. 3. There will be equal installments paid over the work year for each employee: That is, 12 month employees will receive 24 equal payments. School year employees shall receive equal installments during their work year on regular pay dates.

Section 7. Out-of-Job Classification: If an employee is required to work in a higher class position, after 10 working days the employee shall be paid at the higher position's responsibility class and at the rate consistent with the replacement's regular rate step. This payment shall be retroactive to the first day in that position.

For the purpose of this Section, an "out-of-class" assignment is one in which an employee is required to perform the primary responsibilities of the incumbent's position as determined by the incumbent's job description.

ARTICLE V

PROBATION/PERFORMANCE EVALUATION
Based on the Clerical Development System Rubric

Section 1. Probationary Period: A new employee under the provisions of this Agreement shall serve a probationary period of one full working contract year of continuous service in the school district during which time the school district shall have the right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated. An employee hired prior to January 1st will receive a step increase the following fiscal year.

Section 2. Probationary Performance Evaluation: Scheduled performance reviews during the first year along with employee/supervisor communication to aid employees in gaining insights about strengths and weaknesses and lead to improvement of job performance. Both formative and summative evaluation will be done. Employees shall be given an opportunity to add their written comments if they so desire.

Section 3. Post Probation Performance Evaluation: Employees successfully completing their probationary period will receive summative performance evaluations at least once every five years along with employee/supervisor communication to aid employees in gaining insights about strengths and weaknesses and lead to improvement of job performance. Both formative and summative evaluation will be done. Employees shall be given an opportunity to add their written comments if they so desire.

Section 4. Probationary Period: Change of Classification. An employee transferred or promoted to a different classification shall serve a new probationary period of three calendar months in any such new classification. The employee will receive feedback midway through the probationary period along with employee/supervisor

communication to aid employee development. During this three-month probationary period, if it is determined by the school district that the employee's performance in the new classification is unsatisfactory, the school district shall have the right to reassign the employee to the former classification.

ARTICLE VI

DISCIPLINE

Section 1. The employer may discipline an employee only for just cause. Discipline, when administered, may be progressive. The specific level of discipline chosen is solely within the discretion of the school district. Circumstances surrounding each individual case will affect the level chosen. Normally the employer will utilize the levels for discipline in the order listed below.

1. Verbal Notification
2. Written Reprimand
3. Written Notice of Deficiency
4. Suspension
5. Termination

Section 2. An employee called in for a disciplinary conference shall be informed of their right to have a union representative present.

Section 3. Prior to discharging an employee, the employer shall notify the employee and the union of the reason(s) for the discharge and the effective date thereon. The employee may request an opportunity to hear the evidence against him/her and to present her/his side of the story to the employer's representative. The employee may have the union representative at this meeting, if the employee requests such representation. The right to such meeting shall expire at the end of the next scheduled work day of the employee after notice of discharge is delivered to the employee, unless the employer and the employee agree otherwise. The discharge shall not become effective during the period when the meeting may occur.

Section 4. A copy of the written reprimand to an employee covered by this agreement may be forwarded to the union at the request of the employee.

Section 5. An employee, other than a probationary employee, may appeal a disciplinary matter through the contractual grievance procedure.

ARTICLE VII

DUES CHECK OFF/UNION SECURITY

Section 1. Check Off: Bargaining unit employees shall have the right to request to be allowed dues check off for membership in the Union. The authorized dues shall be deducted from each member in equal installments on the 15th and 30th of each month. The aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer of the Local Union within 10 days of such deduction.

Employees working less than 12 months shall not have dues deducted for the months they are not employed by the district.

Section 2. Information:

District will provide a monthly (October – May) report to both the Union's AFSCME representative and the Union president. One additional report will also be provided just prior to the Back to School Workshop. Said report will be comprised of the names of those employees in the bargaining unit, along with title and location, mailing addresses on record, current hourly rates of pay, number of hours worked, and date hired. District will include sick leave bank hours in the monthly October-May reports and before back to school report to the union.

Section 3. Bulletin Boards: The employer shall provide reasonable bulletin space for use by the Union in each building for posting notices of Union business and activities.

ARTICLE VIII

JOB POSTINGS

A written notice shall be posted on the official bulletin boards and District website indicating openings in regular, monthly, hourly office support positions covered by this Agreement. All postings shall indicate the title, starting and ending date if appropriate, class, hours and location of the position and the person to whom application is made. No job will be filled until this written notice has been posted for one week (seven calendar days) during the school year and ten calendar days during the summer. All vacant and internal positions are posted through the district's website. Employees can access external and internal positions and apply online through the district website. Administration may hire temporary replacement in emergency situations until a permanent employee is hired.

Any position which is a temporary assignment shall be posted as a permanent assignment when the assignment is made permanent.

ARTICLE IX

REDUCTION IN STAFF

This Article shall apply only to those employees who are affected by staff reduction.

Definitions: Seniority Job Classifications includes two seniority lists: 1) Office Support Staff; 2) Health Assistants.

Job Class means Class A, B, C, D and E; as shown on Appendix A Salary Schedule.

If a scenario not outlined in Article IX Reduction in staff arises, ISD 623 and AFSCME agree to meet and confer to discuss mutually agreed process.

Section 1. Staffing Changes and Process

Building administrators will inform the Human Resources office of staffing needs each spring. When the district effects a layoff in a seniority group, employees shall be laid off in inverse order of the employees' seniority within a seniority group. A part time employee cannot displace a full time employee as defined in the contract under Article 3 Employees' hours. Human Resources will consult with the Exclusive Representative before final staffing decisions are made. Building administrators will then discuss the needs with their building staff and will notify affected employees prior to the end of the school year of any reduction in the employee's hours or the elimination of an employee's position. Reduction of hours and layoffs will be district wide and by seniority group within each identification group listed below. District wide bumping is by seniority rather than by school. A part time employee cannot displace a full time employee as defined in the contract under Article 3 Employees' hours. Human Resources upon receiving this information from the buildings will consolidate this information and notify the Exclusive Representative.

In the event the School Board finds it necessary to eliminate an office support employee or health assistant, the affected employee(s) will be notified of the recommendation by the supervising administrator at the time it is submitted to the Board and notified of Board action within one week of final action.

The affected employee(s) who desire continued employment with the district shall exercise their seniority rights by written notification to the Supervisor of Human Resources within 10 working days of the Board action to eliminate the position. Bumping shall mean the process by which a more senior employee whose position has been reduced may displace a less senior employee and claim the position within that seniority group by identification group. District wide bumping is by seniority rather than by school. A part time employee cannot displace a full time employee as defined in contract Article 3 Employees' hours.

Employees exercising bumping rights will be offered any vacant positions in the appropriate classification before a position is offered which would displace another employee. In no case shall an employee displace any employee with greater seniority.

Seniority list should consist of 1) office support staff with four (4) identification groups; and 2) health assistants. Order of layoff by identification of groups: when the district implements a layoff it will be first by seniority list; second by similar hours/contract days, third within Appendix A class titles C-E. Employees seniority within a seniority group based on the four (4) identification groups is listed below. For reduction of hours and elimination of positions, groups will be separated and identified as follows:

1. Eight hour employees. (See Section 3 subd. 2)
2. Twelve month employees with work calendar being reduced by 60 or more days. (See Section 3 subd. 2)
3. All other benefit eligible employees.
4. All other employees within the AFSCME contract

Section 2. Definition of Seniority

Subd. 1. Definition of Seniority: Seniority for the purposes of this Agreement shall be based on continuous regular and probationary service with the employer, as determined by the employee's initial date of hire in the bargaining unit. Continuous service shall be interrupted only by separation because of resignation from district employment, termination for just cause, failure to return upon expiration from a leave of absence, failure to respond to a recall from layoff, or retirement. Employees rehired after any of these interruptions of service shall acquire seniority from the most recent date of hire.

Subd. 2. Seniority Lists: The seniority lists will include each employee in the order of seniority, the employee's class, hours worked, the employee's date of hire in the bargaining unit, and the building they work in. Bargaining unit employees on leave will remain on the seniority list. There shall be: two seniority lists of office support staff separating into four categories as described in Article IX, Section 1, and health assistants separating into four categories as described in Article IX, Section 1. On November 15 of each year, seniority lists, effective the first day of November, shall be posted by the employer on all employee bulletin boards and the employer shall forward two copies to the Union. The seniority list will include hours worked per day, for information purposes only. When two or more employees have the same seniority date, seniority shall be determined by (a) the earliest date of Board action of employment with the district, and (b) the length of experience in the class in which the tie is being broken.

Section 3. Reduction in Hours

Subd. 1. Hours Reduction:

A. In the event an eight-hour employee's hours are reduced, the employee will have the option to occupy the position of the least senior employee at the same classification class and on the same seniority list; or in the event a 12 month employee has their work calendar reduced by 60 work days or more, the employee will have the option to occupy the position of the least senior employee at the same classification class and on the same seniority list.

When an employee bumps the least senior employee in the same classification they must have the experience and qualifications needed for a position through past experience and/or current qualifications. The timeline for training can be done within a three month period. If time allotted isn't adequate, ISD 623 and AFSCME agree to meet and confer to discuss mutually agreed process.

B. For all other benefit eligible positions or positions covered in this AFSCME contract not included in Section 3 subd. 1, bumping shall be by the position of the least senior employee in the same classification class (Class C-E) and on the same seniority list. District

wide seniority in a process by which a more senior employee whose hours position has been reduced or eliminated may displace a less senior employee and claim the position within the seniority group. District wide bumping is by seniority rather than by school. A part time employee cannot displace a full time employee as defined in Article 3 Employees' hours. (See Section 1 staffing changes for detail.) If the person that is being displaced is the least senior person in their class (Class C-E) and there is nobody else they can bump, they can bump down to the next lower class (Class C-E) and bump the least senior person in the next lower class. They can only bump down if they are the least senior person in their class. If the person being displaced is the least senior person in their class, they shall have the choice of bumping in the next lower class, taking other open positions that may be less hours or less pay or choosing to be laid off. They have a right to refuse the bumping or open positions that are not equal to their position class and pay, and to go on the recall list for the two-year timeline, If they are recalled to their same class and same hours, the recall language takes effect if they refuse the recall.

When an employee bumps down to a lower class they will get the step closest to their current pay. The intent is to maintain similar pay at the lower class. Employees that bump down to a lower class may not have the experience and qualifications needed for a position, that they are able to bump into, shall have the right to a position in a current or lower class, provided the displaced employee has greater seniority than the least senior person at that current or lower class. Employees must be qualified to perform the work available through past experience and/or current qualifications. The timeline for training can be done within a three month period. If time allotted isn't adequate, ISD 623 and AFSCME agree to meet and confer to discuss mutually agreed process.

A person who is bumping or willing to take a position in a lower class (Class C-E) cannot displace or bump someone with more seniority in the same job classification seniority list 1) Office Support Staff or 2) Health Assistants.)

Subd. 2. If additional hours become available:

In the event an employee who is a member of the bargaining group has his/her hours reduced from six or more to fewer than six hours and thus loses district payments toward medical benefits and if additional office support staff or health assistant hours (in area of reduction) become available in that building due to additional staffing allocations, a resignation, or retirement, then the supervising administrator is encouraged to re-instate such hours so that the employee becomes eligible for district paid benefits, i.e., returns to at least six hours per day. Prior to re-instatement of hours the supervising administrator or district administrator will analyze programmatic needs. If the programmatic needs of that

building are such that a reinstatement of hours to that employee would not be in the best interests of the students, then the supervising administrator or district administrator may choose to staff accordingly.

Section 4. Elimination of Position

Subd. 1. Procedures for Position Elimination: In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in the bargaining unit in the inverse order of their seniority, provided all temporary and emergency employees at that class are laid off first. When an employee is laid off due to a reduction in the work force, the employee shall be permitted to exercise seniority rights to a position at the same class on the same seniority list or on any other list previously worked by the displaced employee. Such employees may if they so desire, have the right to a position of the least senior employee in a lower class on the same seniority list or any other list previously worked by the displaced employee.

For the purpose of this section any employee displaced by a laid-off employee shall have the same rights to a position as the laid off employee.

Displaced employees that may not have the experience and qualifications needed for a position, that they are able to bump into, shall have the right to a position in a current or lower class, provided the displaced employee has greater seniority than the least senior person at that current or lower class. Employees retained or recalled must be qualified to perform the work available through past experience or current qualifications. The timeline for training can be done within a three month period. If time allotted isn't adequate, ISD 623 and AFSCME agree to meet and confer to discuss mutually agreed process.

A. In the event an eight-hour employee's position or a 12 month employee's position is eliminated the employee will have the option to occupy the position of the least senior employee at the same classification class and on the same seniority list.

B. For all other benefit eligible positions not included in Section 3 subd. 1, bumping shall be by the position of the least senior employee in the same class (Class C-E) and on the same seniority list by district wide seniority in a process by which a more senior employee whose position has been eliminated may displace a less senior employee and claim the position within the seniority group. District wide bumping is by seniority rather than by school. A part time employee cannot displace a full time employee as defined in Article 3 Employees' hours. (See Section 1 staffing changes for detail.) If the person that is being displaced is the least senior person in their class (Class C-E) and there is nobody else they can bump, they can bump down to the next lower class (Class C-E) and bump the least senior person in the next lower class. They can only bump down if they are

the least senior person in their class. If the person being displaced is the least senior person in their class, they shall have the choice of bumping in the next lower class, taking other open positions that may be less hours or less pay or choosing to be laid off. They have a right to refuse the bumping or open positions that are not equal to their position class and pay, and to go on the recall list for the two-year timeline, If they are recalled to their same class and same hours, the recall language takes effect if they refuse the recall.

A person who is bumping or willing to take a position in a lower class (Class C-E) cannot displace or bump someone with more seniority in the same job classification seniority list 1) Office Support Staff or 2) Health Assistants.)

Subd. 2. Recall: Employees who are laid off without work, or working at a reduced salary classification class and/or at reduced hours, shall, after lateral transfer procedures have been satisfied be placed in a recall pool. Recall list with a timeline, in seniority order, employees are called back before vacancy posted and offer a position within a two-year timeline. Once a recall pool employee is rehired or offered an equivalent position with equivalent hours (equal to or greater than previous assignment), then they will be removed from the recall list. At the time the employee refuses a position in the same seniority list at the previous number of hours, their rights under this section shall be terminated.

Prior to posting vacancies, recall employees will be offered vacant position as outlined above. The employer shall post vacancies in all buildings and the District website for seven calendar working days.

Subd. 3. Loss of benefits: If an employee is laid off and thus is ineligible for paid premiums for health insurance, (Article III, Section 7 defines eligible employee) the Board will continue the present class of contribution toward health premiums for one year following layoff and 50% of contribution for the second year. Board contribution will cease after two years or if employee gets a job with another employer where benefits are available. If laid off employee is recalled, then normal eligibility guidelines apply. This does not apply to probationary employees.

ARTICLE X

PHYSICAL EXAMINATION: EMPLOYEES

The Board and the administration may at their discretion require of each new or returning employee a physical examination report as a prerequisite to initial or continuing employment.

ARTICLE XI

LEAVES, VACATION AND HOLIDAYS

Section 1. Short-Term Leaves:

Subd. 1. Short-term leave shall be without pay.

Subd. 2. Short-term leave shall be granted only if personal leave has been exhausted or is not available.

Subd. 3. Short-term leave shall be granted only in extraordinary circumstances as determined by the supervising administrator and the Superintendent or the Superintendent's designated agent.

Subd. 4. Short-term leave shall be allowed up to 10 working days.

Subd. 5. Requests for short-term leave shall be in writing to the supervising administrator a minimum of 15 working days prior to the beginning of desired leave. The supervising administrator shall then transmit the request, with recommendation to the Superintendent or the Superintendent's designated agent for final action, normally within five working days.

Subd. 6. Short-term leave shall usually be limited to once each four-year period of employment.

Section 2. Personal Leave. Personal Leave shall be earned at the rate of two days per year. Employees who have been with the district for more than ten years will receive one extra personal day each year. There will be no salary deduction for personal leave time used. Unused days will not be carried forward to the next year. Personal leave days may be taken in hourly increments.

Subd. 1. Requests to the supervising administrator shall normally be made at least five working days in advance of the anticipated absence.

Subd. 2. The request shall be granted when arrangements have been made to meet work needs during the day(s) absent.

Subd 3. Annual Personal Leave Reward: Employees working 120 days or more throughout a full contract year are eligible for an annual personal leave reward.

Those employees with 2 or more personal days remaining at the end of the school year will have a district contribution of up to $200 based on FTE into their Health Care Savings Plan.

The reward will be deposited into the individual employee's Health Care Savings Plan at the end of the school year.

Section 3. Long-Term Leaves

Subd. 1. An individual employee may be granted a leave of absence without pay for up to one employment year for professional growth or to investigate an alternative employment opportunity. Applications must be filed with an employee's immediate administrative supervisor 30 days prior to the effective date of the leave.

Subd. 2. In the event that the leave is granted, the employees, if they are eligible for Health insurance, shall have the right to Health Insurance and Life Insurance for a period not to exceed 12 months, provided that the cost of such coverage is assumed by the individual employee.

Subd. 3. Employees on long-term leave must, by March 1 of their leave year, give written notice of their intent, i.e., to resign or to commit to return for the beginning of their next employment year. Failure to do so shall constitute a resignation which shall be effective immediately. Long-term leave status shall not prohibit the person on long-term leave from being considered for reduction in workforce.

Section 4. Sick or Emergency Leave: Sick or emergency leave with full pay shall accumulate at the rate of 15 days per year, cumulative annually for a total not to exceed 215 days. All 12 month employees receive 15 days sick leave without pro-ration in sick leave due to change of summer hours.

Subd. 1. Sick leave is to be used to cover the personal illness of the employee, also emergencies or illness in the immediate family (Immediate family includes spouse/domestic partner, child, or parent/comparable in-laws).

A. If an employee is absent for personal illness in excess of three days, the school district may require that the illness be certified by the attending physician and permission given by the physician for the employee to return to work.

B. In the case of nine and ten-month employees, sick leave may be used for surgery or medical care only in emergencies as declared to exist by the attending physician. Routine medical care including elective surgery should be scheduled outside of regular work hours.

C. In the case of nine-and ten-month employees, sick leave may be used for dental work for emergencies only. Routine dental work should be scheduled outside of regular work hours.

D. In cases of frequent or intermittent illness, the employee may be required to submit a certificate concerning the condition of health from a physician.

E. When an employee has used up available sick leave before income protection takes effect, and after a ten-consecutive work day period

without pay, the School Board may upon certification by a physician of inability to carry out the assigned duties, pay the employee one-half of the salary in effect at the time the absence began and until the 60-day waiting period for income protection has elapsed.

F. Up to eight hours of sick/emergency leave may be used per school year for activities related to the employee's family provided such activities cannot be scheduled outside of the employee's duty day.

Subd. 2. Emergency/Bereavement leave shall be deducted from the employee's total of accumulated sick or emergency/bereavement leave and may be used as follows:

A. Up to but not to exceed five days with full pay shall be allowed for absence due to death of a family member.

B. One day of absence due to illness in the immediate family (spouse, child, or parent), or a critical family situation where no other arrangements are possible may be approved by the supervising administrator, with any additional day(s) of absence to be approved by the Superintendent or the Superintendent's designated agent, with the right of appeal to the Board.

C. One day for critical situations not covered previously making it impossible for the employee to report may be allowed as determined by the Superintendent subject to appeal to the Board. (Bad weather in the local area or poor driving conditions are not considered a legitimate excuse for a day when school is in session).

D. Subpoenaed court appearances.

(1) If an employee is required to appear in court as a result of involvement in matters related to school duties, neither sick nor emergency leave shall be deducted.

(2) Absence of an employee due to court action initiated by the employee or an organization, other than the exclusive representative, of which an employee is a member for personal, monetary or other gains shall require use of personal leave. If no personal leave is available, the employee may make application for short-term leave.

(3) An employee required by the court to appear in non-school related cases not covered in (2) above shall have emergency leave available.

(4) Requested exceptions to such deductions shall be submitted in writing to, and subject to the approval of, the Superintendent or the Superintendent's designated agent.

(5) To the extent that per diem payments are received, the salary paid shall be reduced in like amount and the reduction of sick/emergency leave prorated.

(6) Employees subpoenaed to serve on jury duty shall not have monies or leave time deducted for the days served. The per diem amount paid by the court for such service minus mileage shall be remitted to the district.

E. Time while an employee or the employee's living quarters are under quarantine.

G. Staff members can ask for additional use of their sick time off by making a formal request to the Superintendent or the Superintendent's designated agent.

Subd. 3. Unusual Absence: Any unusual case of absence not covered will be considered upon the presentation of the facts in writing to the Superintendent or the Superintendent's designated agent subject to review by the Board.

Subd. 4. Termination of Employment: Upon termination of an employee's employment for any reason, all sick or emergency leave, current or cumulative, shall be automatically canceled.

Subd. 5. Reinstatement of Sick Leave: A bargaining unit employee who resigns for any reason and returns to the district within three years shall retain all unused Sick and Emergency Leave accumulated from previous years.

Section 5. Parental Leave: Parental leave to prepare and provide parental care of a child or children of the employee for an extended period of time shall be available without pay to members of the appropriate unit according to the following provisions:

Subd. 1. The employee shall notify the Superintendent or the Superintendent's designated agent in writing at least four calendar months in advance of the intended leave and shall indicate the requested date of return.

Subd. 2. The school district may adjust the proposed beginning and/or ending dates of parental leave so that the dates are coincident with some natural break in the school year.

Subd. 3. Parental leave may be granted up to 12 calendar months.

Subd. 4. Parental leave may extend by mutual agreement between the employee and the Superintendent or the Superintendent's designated agent for a

period not to exceed 15 calendar months including the summer vacation period, but shall not extend beyond June 30 of the year following the arrival of the child.

Subd. 5. Whenever parental leave extends to June 30, the employee must notify the Superintendent or the Superintendent's designated agent in writing by April 1 of the intent to return to the district the following year.

Subd. 6. The employee on parental leave may continue to participate in the hospital/medical group insurance program and/or life insurance, but must pay the entire premium for such program(s) as the employee wishes to retain, commencing with the beginning of the parental leave.

If the employee applies and qualifies for the provisions of the Family Medical Leave Act, then the health insurance payments would be in accordance with the law. FMLA provisions may apply to adoption leave or foster parent leave.

Subd. 7. An employee returning from parental leave will be assigned to a position comparable to the one the employee held before taking the leave.

Subd. 8. An employee not returning from parental leave at the designated time shall be considered to have terminated employment and shall have forfeited rights to future job placement unless the employee is certified by a physician as unable to return because of an accident or illness unrelated to pregnancy or because of physician documented "complications of pregnancy."

Subd. 9. An employee who is pregnant may elect to utilize sick leave. In that event, the employee will continue working until a physician certifies that she can no longer fulfill the requirements of the position. During the period of disability, the employee is eligible to receive sick leave benefits. An employee may choose to take parental leave after disability leave has been utilized. In the event no parental leave is taken, the employee is required to return to work as soon as she is physically able as certified by her physician.

Subd. 10. Up to 30 days of paid sick leave may be used following the birth or adoption of a child, provided those days are part of the employee's work calendar. District procedures have been established and will be discussed with the employee once the condition of pregnancy is known or according to the provisions in Subd. 1.

Subd 11. Up to five days of sick leave may be used by a father or a non-child-bearing co-parent upon the birth of a child.

Section 6. Vacations for Employees:

Subd. 1. Vacations for employees who work 260 or more days per year shall accrue as follows:

1-3 years	10 days
4-7 years	15 days
8-12 years	20 days
13-16 years	22 days
17 and above years	25 days

The district will use the employee's original hire date in the district and then pro-rate vacation to July 1st after an employee has completed three years of service or subsequent intervals.

Subd. 2. There will be three days of paid vacation for employees working more than 200 days, but less than 12 months effective July 2, 2015

Subd. 3. In the event of resignation or retirement, the maximum number of accumulated vacation days shall be the number of days of vacation accrued by the departing employee in the final employment year plus 10 days. All days must be accumulated and unused.

Subd. 4. Vacation earned during a fiscal year must be used during that fiscal year except that up to 10 days of unused vacation may be carried forward to the next fiscal year.

Section 7. Flexible Schedule Pay

Subd 1. Flexible Schedule Pay is available to bargaining unit employees hired prior to July 1st, 2015.

Subd. 2. There will be five days of paid flexible schedule pay during the first seven years of employment for those working less than 201 days. There will be six days of paid flexible schedule pay per year during the eighth year of employment, seven days per year during the ninth year, and eight days per year during the 10th and 11th years, nine days during the 12th through 14th years, and 10 days during the fifteenth year and beyond.

There will be eight days of paid flexible schedule pay during the first seven years of employment for those working more than 200 days but less than 12 months.

There will be nine days of paid flexible schedule pay per year during the eighth year of employment, 10 days per year during the ninth year, and 11 days per year during the 10th and 11th years, 12 days during the 12th through 14th years, and 13 days during the fifteenth year and beyond.

Section 8. Holidays for Employees:

Subd. 1. There shall be 10 paid holidays for those working the full calendar year (New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, the day following Thanksgiving, Christmas, and two other days to be determined by the Board according to the school calendar).

Subd. 2. Those working less than 12 months, but more than 200 days shall be paid for the following holidays: Independence Day, Labor Day, Thanksgiving, day following Thanksgiving, Christmas, New Year's Day, Martin Luther King Jr. Day, Memorial Day.

Subd. 3. Those working less than 201 days shall be paid for the following holidays that occur between their first and final working days for a given school year: (Labor Day, Thanksgiving, day following Thanksgiving, Christmas, New Year's Day, Martin Luther King Jr. Day, Memorial Day). If an employee is on a stretch calendar or year round calendar and works both sides of the Fourth of July, that day will be considered a paid holiday.

Section 9. Union Leave: Designated union members shall be granted up to 140 hours of union leave biannually for attendance at conferences, conventions and negotiations. Stewards will be allowed to leave their job sites to conduct union business related to employee discipline/grievances, provided that they ask permission from their supervising administrator. Supervising administrators will be notified annually of stewards by name.

Section 10. Sick Leave Bank: Employees may contribute up to 40 hours of sick leave to a "sick leave bank." The maximum amount that may be contributed is 2080 hours. Leave from the bank may be applied for after the following conditions have been satisfied: The employee has:

1) Exhausted his/her sick leave
2) Completed the wait period for LTD
3) Received notice of eligibility from LTD insurance carrier.

Leave payments would be for those unpaid days during the LTD wait period on a retroactive basis.

Any unused sick leave bank hours may be carried over from year to year.

District will include sick leave bank hours in the monthly October-May reports and before back to school report to the union.

Section 11. The Family Medical Leave Act of 1993: The district will comply with the provisions of The Family Medical Leave Act of 1993. See Addendum #1.

Section 12. Religious Holiday Observance: Up to three official religious holidays during the school year may be granted under the following conditions:

A. Written application is made indicating the religious day to be observed one week in advance of the desired day of leave to the principal or supervising administrator.

B. Such day is a scheduled duty day.

ARTICLE XII
INSURANCE

Section 1. Health Insurance:

The School Board shall contribute the following amounts for Health Insurance for employees employed six hours per day and 30 hours or more per week. Persons working five hours per day may participate in the insurance program at their own expense.

Any additional cost of the family premium shall be borne by the employee and paid through payroll deduction.

Employees who work a total of 30 or more combined contracted hours (non-time carded hours) within two or more bargaining groups are eligible for benefits.

District Monthly Medical Contribution	**2022-2024**
Dependent Coverage (30 hours or more per week)	$1698.30
Single Coverage (30 hours or more per week)	$811.23

Starting July 1, 2018, newly hired employees may only enroll in the High Deductible Medical Insurance plan with the VEBA contribution.

Effective July 1, 2021, the School District shall contribute according to Article VII, Section 1, Subdivision 1, of the teachers' contact in an amount equal to the contribution for .75 -1.0 FTE teachers.

Section 2. Long-Term Disability Insurance

This District-paid benefit provides income protection for all eligible employees who become disabled and are unable to work. Eligible employees must work at least six hours or more per day and 30 hours or more per week. The monthly income benefit is 70% of basic monthly earnings.

Section 3. Group Term Life Insurance

The District will provide a $40,000 term life insurance policy to all eligible employees who apply for coverage. This policy amount will increase to $50,000 beginning July 1, 2019. Eligible employees must work at least six hours or more per day and 30 hours or more per week. Supplemental term life insurance policies are also available to eligible employees through payroll deduction.

Section 4. Liability Insurance: The district provides liability coverage for all employees.

Section 5. Workers' Compensation Insurance:

The school district carries Workers' Compensation Insurance for all employees in compliance with MN Workers' Compensation laws

Section 6. Dental Insurance:

The School Board shall contribute the following amounts for dental coverage for employees employed six hours per day and 30 hours or more per week. Employees who qualify for coverage must enroll.

District Monthly Dental Contribution	2022-23	2023-24
Dependent Coverage (30 hours or more per week)	$40.00	$40.00
Single Coverage (30 hours or more per week)	$40.00	$40.00

In addition to the employer paid single coverage, employees employed six hours per day and 30 hours or more per week may purchase family coverage at their own expense through payroll deduction. Employees employed for five hours may purchase single coverage at their own expense through payroll deduction.

Section 7. Long Term Substitute Insurance Eligibility: When the duration of a long term sub assignment is known to exceed 60 paid days, then the long term sub becomes eligible for benefits when the assignment begins. When the duration of a long term sub assignment is unknown and subsequently becomes known to exceed 60 paid days, then the long term sub becomes eligible for benefits at the time the assignment duration becomes known to exceed 60 paid days or when the duration exceeds 60 paid days.

ARTICLE XIII

INCLEMENT WEATHER DAYS

In the event that a school day or workshop day is officially canceled due to severe weather, bargaining unit employees who work 260 or more days per year shall report to work unless the employee deems it hazardous to his/her health or safety. If the employee does not report to work he/she will have the opportunity to make up the time within the same workweek at straight time rate of pay (may include Saturday or Sunday, may use vacation/personal time, or have his/her pay reduced accordingly). Bargaining unit employees who work less than 260 days per year shall not be required to report for duty on that day but shall be paid. In the event the School Board or its designated representative shall determine that a school day or workshop day lost due to severe weather shall be made up, less than twelve month employees shall perform duties on that make-up day without pay and employees who work 260 or more days per year shall make up equivalent time or have their pay reduced accordingly at the employee's option. If a snow day or inclement weather occurs and the Superintendent closes the schools, employees on a scheduled personal day will not have a salary deduction or that time processed from their personal leave account.

ARTICLE XIV

RETIREMENT

The mandatory retirement age shall be according to Federal Statutes.

ARTICLE XV

EARLY RETIREMENT – SEVERANCE PAY
For Those Hired Prior to July 1st, 1994

Section 1. Eligibility: Employees who retire under the following conditions shall be eligible for severance pay:

Subd. 1. At the time of the request for early retirement, the employee shall be a regular employee working a six-hour day or more for at least the school year.

Subd. 2. The employee shall have had a minimum of ten consecutive years of employment, including the current year, each of which shall have been six-hour days or more for at least the school year (37 weeks).

Subd. 3. A written resignation and request for early retirement shall be submitted at least 30 days before the effective date of retirement.

Subd 4. If an employee's hours are cut for the following year, then a retirement notice may be accepted up to30 days after employee's last work day or by July 1st, whichever is sooner.

Subd. 5. The employee shall become at least 55 years of age on the birth date which occurs during the fiscal year (July 1 – June 30) in which the request for early retirement is made.

Section 2. Computation of Severance Pay: The combined total of severance pay days shall not be greater than 100, and shall be determined as follows:

Subd. 1. Unused Sick/Emergency Leave, The employee shall be eligible to receive as severance pay upon retirement one day of severance pay for each two days of unused sick/emergency leave at the time of retirement, but not to exceed a total of one-hundred days' pay.

Section 3. Rate of Pay: In applying the above provisions, the employee's rate of pay shall be the daily rate immediately preceding retirement.

Section 4. Payment Date: Severance pay shall be paid in one lump sum in the same calendar year of retirement.

Section 5. Insurance: The following insurance coverage shall be provided during the period of early retirement:

Subd. 1. The employee shall be allowed to remain a member of the group medical plan, with the same school district contribution as is provided for office support and health assistants actively employed, until the age of Medicare of the retiree. This benefit shall terminate at the death of the retiree or if the individual receives contributions from a subsequent employer.

Subd. 2. $5,000 term life insurance shall be provided up to the retiree's 65th birthday.

Section 6. Discharge for Cause: No employee shall be eligible for early retirement severance pay if discharged for cause by the district.

Section 7. Death Benefits: In the event of the death of the employee, insurance benefits ends upon the death of the retiree. Employees who, at the time of death is entitled to severance pay, any amount owed shall accrue to the estate of the employee.

Section 8. Post-Retirement Health Care Savings Plan - In accordance with Minnesota Statute, Chapter 352.98, members of the bargaining unit will participate in the post-retirement health care savings plan. Each eligible member of the bargaining unit will invest all available payment for severance and unused vacation, at retirement, into the post-retirement health care savings plan.

Section 9. Provisions of this article do not apply to persons hired on or after July 1, 1994.

ARTICLE XVI

MATCHING ANNUITY PROGRAM

Eligible members of the bargaining unit may participate in the district matching annuity program as provided in M.S. 356.24 according to the following provisions:

Eligibility: Full time (at least six hours per day) members of this unit may participate in this matching annuity plan upon completion of at least one full school year of employment, i.e., if hired in January, member must work through June and then the next full fiscal year before becoming eligible.

District Contribution: The district shall match annually up to 1% of the base salary to either the Minnesota DCP or an appropriate 403(b) annuity on a dollar for dollar basis. The district's matching amount is not considered as reportable salary on the W-2 or for high five retirement.

Phase-in Provisions: Current members (hired before July, 1994) will have continued eligibility for provisions in Article XV. District contributions to matching annuity will be subtracted from severance payment upon retirement.

Members hired on or after July 1, 1994: Provisions of Article XV do not apply except that retirees may continue in the district's existing benefit package until the age of Medicare eligibility at their own expense. NOTE: Board contributions to matching annuity program belong to the individual member during and after employment in District 623.

ARTICLE XVII

HEALTH CARE SAVINGS PLAN

Section 1. Health Care Savings Plan Eligibility: Effective July 1, 2007, in accordance with Minnesota Statute, Chapter 352.98, all employees will participate in the Health Care Savings Plan administered by the Minnesota State Retirement System.

Matching Funds

- Mandatory Employee Contribution: Employee's will contribute 1% of the employee's salary.
- Employer Contribution: The District will contribute 1 % of the employee's salary.

ARTICLE XVIII

WORKPLACE ENVIRONMENTS

The employer and the Union affirm their commitment to encourage and maintain a work environment that is hospitable to all employees, managers, and supervisors. Employees have the right to a workplace free from abuse, threats, and assaults related to their work whether the behaviors originate from students, parents, community members, or coworkers at any level of the district. Behaviors covered include, but are not limited to, all forms of harassment, bullying, intimidation, physical threats or assaults, robbery and other intrusive behaviors. Employees who experience such behavior are encouraged to contact the Human Resources Department, and their Union representative. Both parties commit to support the well-being of employees, supervisors, and managers.

ARTICLE XIX

GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the School Board as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement. Disciplinary action shall be grievable under this grievance procedure.

Section 2. Representative: The employer may be represented during any step of the procedure by any person or agent delegated by such party to act in its behalf. The employees may designate only the Exclusive Representative to act on their behalf. The Union will be notified of any grievance resolution reached with individual employees.

Section 3. Definitions and Interpretations:

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

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days 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 dated postmark of the United States mail within the time period.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievances is submitted in writing to the School Board's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within 20 days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from class to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School Board's designee.

Section 5. Adjustment of Grievance: The School Board and the employee shall attempt to adjust all grievance which may arise during the course of employment of any employee within the school district in the following manner:

Subd. 1. Class I. If the grievance is not resolved through informal discussions, the School Board designee shall give a written decision on the grievance to the parties involved within 10 days after receipt of the written grievance.

Subd. 2. Class II. In the event the grievance is not resolved in Class I the decision rendered may be appealed to the Superintendent, provided such appeal is made in writing within 10 days after receipt of the decision in Class I. If a grievance is properly appealed to the Superintendent or the Superintendent's designated agent, they shall set a time to meet regarding the grievance within 15 days after receipt of the appeal. Within 10 days after the meeting, the Superintendent or a designee shall issue a decision in writing to the parties involved.

Section 6. Denial of Grievance: Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next class.

Section 7. Arbitration Procedures: In the event that the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Superintendent within 10 days following the decision in Class II of the grievance procedure provided that the School Board has indicated no review will be made of the decision. In case of review, 10 days will be allowed for the review. Five days following the completion of the review the Board will submit its decision in writing to the party.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within 10 days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Bureau of Mediation Services to appoint an arbitrator, pursuant to M.S. 179A.21, Subd. 2, providing such request is made within 20 days after request for arbitration. The request shall ask that the appointment be made within 30 days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Hearings: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before

the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 5. Decision: The decision by the arbitrator shall be rendered within 30 days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject however, to the limitations of arbitration decisions as provided by the Public Employees Labor Relations Act.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally, fees and expenses of the arbitrator, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. The cost of a transcript, if requested, shall be at the expense of the requesting party.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedures as outlined herein. In considering any issue in dispute, in its order the arbitrator shall give due consideration of the statutory rights and obligations of the public school boards to efficiently manage and conduct its operations within the legal limitations surrounding the financing of such operations.

Subd. 8. The employer will not discriminate against any employee because of that employee's filing or processing a grievance pursuant to the provisions set forth in this Article.

Section 8. Election of Remedies and Waiver: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive the right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

ARTICLE XX

DURATION OF AGREEMENT

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2022 through June 30, 2024 and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing at its expiration, said party shall give written notice of such intent no later than 90 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School Board and the Exclusive Representative of the employees. The provisions herein supersede any and all prior agreements concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement unless required by law or otherwise mutually agreed between the parties.

Section 4. Severability: The provisions of this Agreement shall be severable, and if any provision thereof in the application of any such provision under any circumstances is held invalid, it shall not affect any other provision of this Agreement or the application of any provision thereof.

Section 5. Retroactivity: The provision of this Agreement shall be retroactive to July 1, 2018 except as otherwise stated in this Agreement. Employees who have terminated employment during this contract period are to receive a prorated amount of their back wages and benefits as soon as practicable.

ARTICLE XXI

NON-DISCRIMINATION

It is the policy of the school district and the Union, in carrying out the provisions of this Agreement, not to discriminate against any employee on account of race, color, creed, religion, gender, national origin, age, marital status, disabilities, familial status, status with
regard to public assistance or sexual orientation, as these terms are defined under federal, state or local statutes governing employment relationships.

ARTICLE XXII

FINANCIAL INSTITUTION DEDUCTIONS

The employer will deduct funds and deposit these funds in those financial institutions which have the capability to receive said funds for those employees who so desire. The employee must notify the employer in writing of the amount that the employee wishes to have deducted and deposited in the financial institutions. The employer will make the deductions from the semi-monthly paychecks and continue until notified by the employee's 30-day written notice of any changes. Participating employees may make one change (start, stop, modified amount) per contract year.

ARTICLE XXIII

STAFF DEVELOPMENT PROGRAM

Section 1. Purpose: To encourage improvement of general and specific competencies related to duties of office support staff and health assistant staff.

Section 2. Implementation: Staff development shall be encouraged in the following ways:

Subd. 1. Local workshops planned cooperatively by clerical, administrative, and other professional personnel.

Subd. 2. Attendance by representative office support staff and health assistant personnel at national, state and local area conferences as authorized by the administration from funds identified for that purpose.

Section 3. Training: Employees whose responsibilities include the operation of equipment/software programs shall be trained on the employer's time and at the employer's expense.

Subd. 1. When district technology is upgraded the district will provide training to bring employees up to standard, on the employer's time and at the employer's expense.

Subd. 2. If a supervisor requires attendance at a district provided training during non-duty hours, that time will be time carded.

ARTICLE XXIV

JOB-SHARING

Section 1. Statement to Employees: In the event employees participate in an approved job-sharing plan, participants will be provided with a statement of the consequences to the conditions of employment.

Section 2. Severance Benefit: There shall be no loss of severance benefit provided the employee qualified for the benefit prior to job-sharing and provided severance benefit is available in the Agreement at the time of retirement.

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

AFSCME COUNCIL #5
LOCAL 1129

By: _____
President, Local #1129

By: _____
AFSCME Council 5 Field Representative

By: _____
AFSCME Council 5, State Field Director

Dated this 18th day of July, 2022

INDEPENDENT SCHOOL DISTRICT
No. 623, Roseville, Minnesota

By: _____
School Board Chairperson

By: _____
Dr. Jenny Loeck, Superintendent

By: _____
District Negotiator

Dated this 14th day of June, 2022

APPENDIX A
SALARY SCHEDULE

Office Support in the following areas: Attendance, Early Intervention, Friendship, Special Education- MARSS, Student Services, Ticket Seller, Volunteer Coordinator

Class C	1	2	3	4	5	6
2022-23	15.00	16.00	17.00	18.53	21.17	23.19
	1	2	3	4	5	6
2023-24	15.38	16.40	17.43	18.99	21.69	23.77

Office Support in the following areas: Career Center, Community Education, FAHS/Building Office Support, Health Assistant, Registrar-Student Records, MARSS, School Readiness, RAHS Student Services

Class D:	1	2	3	4	5	6
2022-23	16.02	17.00	18.37	20.23	23.27	25.38
	1	2	3	4	5	6
2023-24	16.42	17.43	18.83	20.73	23.85	26.01

Office Support in the following areas: Adult Learning Center, Athletic Office, Building Secretary, District Receptionist, District Student Services, Early Childhood, Office of Educational Equity, Nutrition Services

Class E:	1	2	3	4	5	6
2022-23	17.17	18.80	20.78	22.05	25.46	27.90
	1	2	3	4	5	6
2023-24	17.60	19.27	21.30	22.60	26.10	28.60

Longevity Award: Effective July 1, 2022, employees get $250 per year into their Health Care Savings Plan (HCSP) for those employees after completing their 10th year of employment as of June 1st. Employees get $500 per year into their Health Care Savings Plan (HCSP) for those employees after completing 20 years of employment as of June 1st.

Addendum #1

FMLA Summary Information

The Family and Medical Leave Act (FMLA) of 1993, Public Law 103-3
If a discrepancy develops between this summary and federal law, the law will govern.

The Family and Medical Leave Act (FMLA) of 1993, Public Law 103-3, was enacted by the Federal Government on February 5, 1993. FMLA entitles eligible employees to take up to twelve (12) workweeks of unpaid, job protected leave each year for specified family and medical reason.

FMLA applies to all public agencies and many private sector employers. To be eligible for FMLA benefits, an employee **must**:

1. work for a covered employer;
2. have worked for the employer for a total of at least twelve (12) months; and
3. have worked for at least 1,250 hours over the previous twelve months.

A covered employer must grant an eligible employee up to a total of twelve (12) workweeks of **unpaid** leave during any twelve (12) month period for one or more of the following reasons:

1. for the birth or placement of a child for adoption or foster care;
2. to care for an immediate family member (spouse, child, or parent) with a serious health condition; or
3. to take medical leave when the employee is unable to work because of a serious health condition.

Subject to certain conditions, employees or employers may choose to use accrued paid sick leave to cover some or all of the FMLA leave. Under some circumstances, employees may take FMLA leave intermittently, which means taking leave in blocks of time, or by reducing their normal weekly or daily schedule. If FMLA leave is for the birth or placement for adoption or foster care, use of intermittent leave is subject to the employer's approval. FMLA leave may be taken intermittently whenever medically necessary to care for a seriously ill family member or because the employee is seriously ill and unable to work.

A covered employer is required to maintain group health insurance coverage for an employee on FMLA leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. If applicable, arrangements will need to be made for employees to pay their share of health insurance premiums while on leave.

Upon return form FMLA leave, an employee must be restored to their original job, or to an equivalent job with equivalent pay, benefits and other employment terms and conditions. In addition, an employee's use of FMLA leave cannot result in the loss of any employment benefit that the employee earned or was entitled to **before** using the FMLA leave.

Military Family Leave Entitlements
Notice: On October 28, 2009, the President signed the National Defense Authorization Act for Fiscal Year 2010 (2010 NDAA), Public Law 111-84. Section 565 of the 2010 NDAA amends the military family leave entitlements of the Family and Medical Leave Act (FMLA). These amendments expand coverage for "qualifying exigency" leave to eligible employees with covered family members in the Regular Armed Forces and coverage for "military caregiver leave" to eligible employees who are the spouse, son, daughter, parent, or next of kin of certain veterans with a "serious injury or illness".

The National Defense Authorization Act for Fiscal Year 2008 (2008 NDAA), Public Law 110-181, amended the FMLA to allow eligible employees to take up to 12 workweeks of job-protected leave in the applicable 12-month period for any "qualifying exigency" arising out of the active duty or call to active duty status of a spouse, son, daughter, or parent. The 2008 NDAA also amended the FMLA to allow eligible employees to take up to 26 workweeks of job-protected leave in a "single 12-month period" to care for a covered service member with a serious injury or illness. These two types of FMLA leave are known as the military family leave entitlements.

Further information on FMLA leave is available on the US Department of Labor web site and at the District's Human Resource office.