

NONLICENSED
CONDITIONS OF EMPLOYMENT

FOR THE YEAR BEGINNING JULY 1, 2009, THROUGH JUNE 30, 2011

SECTION 1. LEAVES

Subd. 1 – Sick Leave: All employees in the group shall earn sick leave at the rate of one day for each month of service with the district.

Unused sick leave may accumulate up to **a maximum of 178 days**.

Sick leave shall be granted whenever an employee's absence is found to have been due to disease, disorder, or illness of the mind or body of the employee. The proper sick leave forms must be submitted by the employee.

The district may require an employee to furnish a medical certificate from a physician **or other appropriate health care provider** as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave.

It shall be the responsibility of the employee to notify the district office and/or their immediate supervisor to report sickness prior to the time the employee is scheduled to report to work.

Sick leave may be used for serious illness in the immediate family. Serious illness is defined as an illness whereby a physician's attention is needed. Immediate family to be defined as spouse, parent, child, parent-in-law, brother, sister, son-in-law, daughter-in-law, stepchild, grandparents, grandchild, spouse's grandparents or grandchild, brother-in-law, sister-in-law, uncle, aunt, niece, nephew or any member of your household. The District may require an employee to furnish a medical certificate or other reasonable evidence of such illness for leave under this subdivision.

Subd. 2 – Bereavement: The Superintendent or designee may grant absences with pay for up to three (3) days per bereavement relating to the death of a member of the immediate family. Immediate family for the purposes of this section shall include all those indicated under Section 3. If special circumstances arise, the Superintendent or designee may grant the employee additional days of leave, with pay, but deductible from the sick leave accumulation. Action taken by the Superintendent or designee will not be considered precedent setting.

Subd. 3 – Pallbearer: Employees shall be granted one paid day, per bereavement, to be deducted from sick leave, to participate as a pallbearer (honorary or active) for a funeral. This leave shall be prorated for employees who work less than full time.

Subd. 4 – Vacation: **Employees who are employed on the basis of twelve (12) months a year and work twenty (20) hours or more per week shall earn paid vacation time as follows:**

Upon employment: 0.833 of a day earned for each full month of employment (equivalent to 10 days per full year of employment), accruable to 20 days.

1.25 of a day earned for each full month of employment after 48 months of continuous employment (equivalent to 15 days per year), accruable to 30 days.

1.67 of a day earned for each full month of employment after 144 months of continuous employment (equivalent to 20 days per year), accruable to 40 days.

2.0833 of a day earned for each full month of employment after 288 months of continuous employment (equivalent to 25 days per year), accruable to 50 days.

You may take vacation any time during the year providing it is first approved by your immediate supervisor and/or building principal and then submitted to the appropriate District administrative officer for final approval. Accumulated vacation time must be taken within fourteen months after the work year in which it was earned.

Proper planning for the use of accumulated vacation time and any loss of such time through non-use will be the liability of the employee.

Vacation is prorated for twelve month part-time employees who work twenty (20) hours or more per week.

If you are employed for less than twelve months, you will be considered on a uniform vacation shut down during such time as you are not required to be at your work stations for a duty day.

Subd. 5 – Holidays: Twelve month employee: The following days will be considered a paid holiday and you will not be required to report for work. If school is in session any of these days, an alternative day will be granted.

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|-----------------------|---------------------|---------------------------|
| 1. New Year's Eve Day | 5. Independence Day | 8. Day After Thanksgiving |
| 2. New Year's Day | 6. Labor Day | 9. Christmas Eve Day |
| 3. President's Day | 7. Thanksgiving Day | 10. Christmas Day |
| 4. Memorial Day | | |

The following days will be considered a paid holiday only if school is not in session:

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|-----------------|----------------------------|
| 1. Good Friday* | 2. Martin Luther King Day* |
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All employees who are employed on a duty day basis (nine month): shall be entitled to seven (7) paid holidays per year. They are: Labor Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Day, New Year's Day, Good Friday and Memorial Day.

Subd. 6 – Medical Leave: If you are unable to perform your employment duties because of medical disability, upon written request and subject to approval of the superintendent, you may be granted a medical leave of absence without pay not to exceed six months, during the continuance of such medical disability.

A request for medical leave of absence under this section shall be accompanied by a doctor's statement in writing outlining the condition of health and the estimated time at which the employee is expected to be able to resume normal employment responsibilities. A leave with pay shall be granted to you for the purpose of childbearing and/or childrearing on the conditions contained in this subdivision.

You shall be entitled upon request to a leave of absence not to exceed six months duration during the period of pregnancy and six months after the child's birth date when you are unable to perform your employment duties for medical causes. Determination of such inability to perform employment duties shall be made by you and your attending physician. You shall notify the Superintendent in writing of your inability to perform your employment duties thirty days prior to the date on which your leave is to begin. You will include with such notice a physician's statement certifying inability to perform your employment duties. You may, if pregnant, continue in active employment as late into your pregnancy as you desire, provided you are able to perform your employment duties.

You shall notify the superintendent of your ability to perform your employment duties thirty calendar days prior to the date you intend to return to active employment from leave. At the end of the thirty day period, you shall be assigned the same position which you held at the time the leave commenced, or, if such position is no longer in existence, to a substantially equivalent one, the re-employment rights shall be afforded to you for six months from the date of the initial leave of absence.

Notwithstanding any other provisions thereof, the total medical leave provided for in the Section shall not exceed a period of six months.

All or any portion of leave taken under this section by you during which you have a medical disability may at your option be charged to your available sick leave. This option shall be exercised by you in writing prior to the commencement of the leave. If you elect to use available sick leave, you must notify the District in writing prior to the termination of the leave of the number of days of such leave to be charged to the sick leave provisions of this agreement.

Subd. 7 – Dependent Care Leave: An employee may be granted non-economic dependent care leave, at the sole discretion of the Superintendent or designee, for the

purpose of providing home medical care or care to a hospitalized critically ill son, daughter or spouse. Such leave shall not exceed a period of six months. During an approved leave period, should the ill son, daughter or spouse no longer require home medical care, the employee would be required to report back to work.

A written leave request must be submitted and shall include:

- a. A description of the need for leave.
- b. Expected length of time needed for the leave
- c. Physician's statement attesting to the need and level of care required or to be provided.

An employee shall provide the District with sufficient notice of his/her intent to return to work prior to the expiration date of the leave.

SECTION 2. INSURANCE

Subd. 1 – Insurance Benefits: After being employed continuously half-time or more for a three month period, the district will pay a monthly amount not to exceed \$565.00 for **2009-2010 and 2010-2011** for group insurance benefits. The amount provided for in this section shall be used at the discretion of the individual employee to pay premiums among the following options. This language shall be subject to the terms and conditions established by the coverage providers.

- a) Health Insurance (employee or dependent coverage)
- b) Dental Insurance (employee or dependent coverage)
- c) Long Term Disability insurance.
- d) Cancer Insurance
- e) Long-Term Care Insurance.

Any additional cost of the insurance selected over and above the amount paid by the District shall be paid by the employee through payroll deduction.

The District's only obligation is to purchase insurance policies and pay such amounts as indicated herein, and no claim shall be made against the District as a result of a denial of insurance benefits by an insurance carrier. It is further understood that the availability of insurance options identified herein is dependent upon sufficient enrollments to insure bids by insurance carriers, and that the School Board will exercise sole discretion in the selection of the insurance carrier(s).

Subd. 2 – Term Life Insurance: If you qualify by having been employed for at least two consecutive years by the district, the district will pay directly to the insurance company the annual premium for the amount of \$65,000 [**\$75,000 effective July 1, 2010**]. Employee who have worked in the school district for 15 years and who have reached the age of 55 may continue in the group life insurance program if they pay their own

premium in full at the District business office prior to the due date. Failure to make premium payments in a timely manner will result in termination of the policy.

SECTION 3. PROBATIONARY PERIOD

You are subject to a probationary period of one year. During this period, if you do not meet the required standards of the position, you will be subject to dismissal.

SECTION 4. SALARY

Subd. 1. Salary will be paid twice a month during the period of employment with payments made on the 15th and last day of the month unless you are on a school term employment period in which instance your last salary payment will be on the last day of school rather than May 31.

Subd. 2. Pay rates will be based on the following hourly rate schedule:

<u>LEVEL</u>	<u>2009-2010</u>	<u>2010-2011</u>
1	\$12.98	\$13.13
	\$13.13	\$13.28
	\$13.32	\$13.47
2	\$13.55	\$13.70
	\$13.72	\$13.87
	\$13.89	\$14.04
3	\$14.12	\$14.27
	\$14.29	\$14.44
	\$14.47	\$14.62
4	\$14.82	\$14.97
	\$14.98	\$15.13
	\$15.15	\$15.30
5	\$15.51	\$15.66
	\$15.67	\$15.82
	\$15.84	\$15.99
6	\$16.39	\$16.54
	\$16.56	\$16.71
	\$16.73	\$16.88
7	\$17.27	\$17.42
	\$17.43	\$17.58
	\$17.60	\$17.75
8	\$18.15	\$18.30
	\$18.31	\$18.46
	\$18.47	\$18.62

9	Minimum	\$19.89	\$20.04
	Maximum	\$21.31	\$21.46
10	Minimum	\$21.67	\$21.82
	Maximum	\$22.77	\$22.92
11	Minimum	\$23.01	\$23.16
	Maximum	\$24.16	\$24.31
12	Minimum	\$24.96	\$25.11
	Maximum	\$26.24	\$26.39

The Superintendent or designee will determine the rate of pay for any position banded in any level which has a designated Minimum and Maximum rate. Such determination will be based on comparable worth and/or years of service.

Subd. 3 – Longevity: Employees who have been continuously employed full time for the number of years specified will receive an additional daily amount as indicated over their base salary.

Years of Service

2009-2010 & 2010-2011

5 years continuous employment -	80¢ per hour
10 years continuous employment -	90¢ per hour
15 years continuous employment -	\$1.00 per hour
20 years continuous employment -	\$1.10 per hour
25 years continuous employment -	\$1.20 per hour
30 years continuous employment -	\$1.35 per hour

SECTION 5. MISCELLANEOUS:

Subd. 1 – Effective Date: This contract shall be effective only upon the signatures of the officers of the Board of Education.

Subd. 2 - Tool and Boot Allowance: An annual tool and boot allowance in the amount of \$900.00 for the **2009-2010 and 2010-2011** fiscal years will be authorized for the Fleet Manager. Receipts for all items must be presented prior to payment by the school district.

Subd. 3 – ASE Certification: A full time Fleet Manager who holds an ASE (Automotive Service Excellence) certification will be paid an additional **70¢** per hour for **2009-2010 and 2010-2011** for each day holding the certification. All expenses related to this license will be paid by the employee including time off of work to acquire the license. License will be monitored by the Coordinator of Transportation.

SECTION 6. RETIREMENT BENEFITS:

Subd. 1 – Health Insurance – Retirement: Employees who qualify for and receive retirement benefits under the rules and regulations of the Public Employees Retirement Association (PERA) or other appropriate State of Minnesota sponsored retirement fund and participate in the current District sponsored health insurance plan(s) as of the date of retirement and are otherwise eligible to continue coverage under Minn. Stat. §471.61, may elect to remain in the existing health insurance group upon retirement. The employee will be required to notify the district in writing of this option and pay the full premium in advance installments.

Subd. 2 – Severance – Retirement: An employee who has fifteen (15) years of continuous employment with the district and qualifies for and receives retirement benefits under the rules and regulations of the Public Employees Retirement Association (PERA), other appropriate State of Minnesota sponsored retirement fund, or Social Security; or, has twenty (20) years of service to the district shall be entitled to severance pay upon retirement, resignation or death. Such severance pay shall be an amount equal to the number of accumulated sick leave days times **the** amount indicated:

- Levels 1-7: \$48.00**
- Levels 8-10: \$58.00**
- Levels 11-12: \$60.00**

Subd. 3. Health Care Savings Plan (HCSP): Employees are eligible to participate in the Minnesota Post Employment Health Care Savings Plan (HCSP) established under Minnesota Statutes §352.98 and as outlined in the Minnesota State Retirement System’s Trust and Plan Documents. All funds collected by the employer on behalf of the employee will be deposited into the employee’s post employment health care savings plan account.

All employees eligible for the severance payment outlined in SECTION 6, Subd. 2., will contribute 100% of the severance payment to the Post Employment Health Care Savings Plan.

Subd 4 – 403(b) MATCHING PLAN: Any employee who has three (3) years or more of continuous service with the district shall be entitled to participate in a 403(b) match plan as approved by the Internal Revenue Code and according to Minnesota Statutes. After the initial election of this option and ratification of amount, such participation shall continue from year to year at the specified amount unless the employee notifies the district by June 1 in the format prescribed by the District. The amount of contributions matched by the district for full time employees are limited by the following:

<u>Years of Service</u>	<u>Maximum Amount Matched</u>	
	<u>2009-10</u>	<u>2010-11</u>
4 through 7	\$ 530.00	600.00
8 through 14	\$ 805.00	1,200.00

15 and above

\$ 1,200.00 **2,000.00**

Under no circumstances will the lifetime for any one employee exceed \$25,000. Part time employees will have the amount above prorated.

The amounts contributed by the district as the employer match will reduce benefits payable under Subd. 2 in an amount equal to cumulative employer contributions under Subd. 5.

In witness thereof, the School Board has executed the agreement effective this 12th day of April, 2010.

Independent School District #31

Malvin E. Dellon
Board Chair

Ann King Vacker
Board Clerk