

AGREEMENT

between

NORTHEAST METROPOLITAN INTERMEDIATE
SCHOOL DISTRICT NO. 916

White Bear Lake, Minnesota 55110

and

916 CLASSIFIED CONFIDENTIAL EMPLOYEES

effective

July 1, 2013 through June 30, 2015

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ARTICLE I

PURPOSE

Section 1. Parties: THIS CONTRACT is entered into between the School District of Northeast Metropolitan Intermediate School District No. 916, Anoka, Ramsey, and Washington Counties, Minnesota, and the 916 Classified Confidential Employees, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVES

Section 1. 916 Classified Confidential Employees: The School District recognizes this body as the sole and exclusive bargaining representative for all eligible personnel who are employed by the School District for more than fourteen (14) hours per week and for more than sixty-seven (67) work days per year.

ARTICLE III

DEFINITIONS

Section 1. Employee: The term "employee" means a member of the bargaining unit as defined in this Agreement.

Section 2. School District: The term "school district" shall mean Northeast Metropolitan Intermediate School District 916 and its designated officials and representatives.

Section 3. School Board: The term "school board" shall mean the school board of Northeast Metropolitan Intermediate School District 916 and/or its designated officials and representatives.

Section 4. Other Terms: Terms not otherwise defined in this Agreement shall have those meanings as defined in P.E.L.R.A.

ARTICLE IV

RIGHTS AND OBLIGATIONS OF SCHOOL BOARD

Section 1. School Board Managerial Rights and Responsibilities:

Subd. 1: A public employer is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employers, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Subd. 2: The Classified Confidential Employees recognize that the school board and its representative have the responsibility and authority to manage and direct, in behalf of the public, all operations and activities of the School District to the extent authorized by law, provided that such rights and responsibilities shall be exercised by the school board and its representative not in conflict with the provisions of this Agreement.

Subd. 3: The laws of the State of Minnesota have vested in the school board the full authority and power to manage, control and direct the operation of the School District and to adopt, modify, or repeal policies, rules and regulations for the School District. All such authority and power of the school board shall continue unimpaired, except as limited by the specific provisions of this Agreement.

Section 2. Effect of Laws, Rules and Regulations: All employees covered by this Agreement shall perform the duties designated by the School District and shall be governed by the laws of the State of Minnesota, and by school board rules, regulations, directives, and orders issued by properly designated officials of the School District, insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement.

ARTICLE V

EXCLUSIVE REPRESENTATIVE RIGHTS

Section 1: CLASSIFIED CONFIDENTIAL EMPLOYEES will have similar privileges regarding organizational business, district equipment, facilities and communication systems as afforded other exclusive representatives.

Section 2. Rights to Meet and Confer: The Classified Confidential Employees have the right to meet and confer with the School District regarding policies and matters not included under M.S. 179A.06, Subd. 4.

ARTICLE VI

EMPLOYEE RIGHTS AND OBLIGATIONS

Section 1. Rights to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any public employee or his representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of the public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

ARTICLE VII

DUTY SCHEDULE

Section 1. Duty Day: Due to various commitments, meetings, and training programs, a flexible daily and weekly work schedule will be permitted providing necessary supervision schedules and an acceptable level of performance is maintained.

Section 2. Work Week: The normal work week for School District faculty shall be forty (40) hours. Compensatory time may be taken at a time mutually agreed upon with the Director or Superintendent.

ARTICLE VIII

DUTY YEAR

Section 1. Days: Employees shall perform services on such days as determined by the school board, including those legal holidays on which the school board is authorized to conduct school.

Section 2. Basic Work Day/Week: The basic duty day/week for employees shall consist of eight (8) hours, exclusive of lunch, per day and forty (40) hours per week. Employees who may be required to perform additional duties beyond forty (40) hours/week will be compensated with overtime pay or compensatory time.

ARTICLE IX
COMPENSATION PLAN

Section 1. Wage Schedules:

Subd. 1. 2013-2015: The wages and salaries reflected in Schedules A and B, attached hereto, shall be a part of this Agreement for the 2013-2014 and 2014-2015 school year and all eligible employees shall advance one (1) step on Schedules A and B over their placement in the previous school year.

Subd. 2. Successor Agreement: In the event a successor agreement is not entered into prior to July 1, 2015, an employee shall remain at the same step as compensated during the 2014-2015 contract year until a successor agreement is reached.

Section 2. New Employees: A new employee shall be placed on the salary schedule in the appropriate classification and on such step as agreed to between the School District and the employee, and shall be eligible for step advancement on the following July 1 if employed prior to January 1. An employee hired after January 1 shall be eligible for any increase in the step rate on July 1, but shall not be eligible for step advancement until the following July 1. Thereafter such a new employee shall be subject to all provisions of this Article.

Section 3. Deferred Compensation Contribution: Pursuant to Minn. Stat. 356.24(a)(4), Minn. Stat. 352.96, and the Internal Revenue Code, Section 457, effective January 1, 2010 the School District shall contribute an amount up to \$1,100 per contract year for the employee, providing the employee contributes on a matching basis through payroll deduction. The School District contribution requires the participation by the employee and if the employee elects not to participate, the School District will not make such a contribution. It is the purpose of this contribution to obtain the tax sheltering benefits of the deferred compensation as provided by statutes cited herein. The parties acknowledge that any tax sheltered contribution, as provided herein, is subject to an aggregate limitation, which includes any contribution pursuant to Minn. Stat. 123B.02, Subd. 15 and Internal Revenue Code 403(b), and no contributions shall be made as provided herein which would exceed such aggregate limitations. This Section is effective July 1, 1997.

Subd. 1. Election: Eligible employees must exercise the deferred compensation election by payroll deduction and must make application for participation, specifying in writing the amount to be deducted by December 1st of the applicable year.

Section 4. Continuing Education Stipend: Eligible employees shall be paid a continuing education stipend, effective July 1, 2001, in the amount of \$520.00 each year, for a minimum of 15 college credits earned, or the equivalent number of training or coursework hours completed, after the first day of employment at the school district.

The equivalency of the number of training or coursework hours must be either certified by a college or must be at least a minimum of 36 contact hours per semester credit. Only continuing education, training, or coursework completed on or after July 1, 1998 qualifies for the stipend. To be eligible for the stipend, an employee must satisfactorily complete continuing education, training, or coursework which is relevant to his/her position and which extends beyond the minimum requirements of the job. All such continuing education, training, or coursework which is obtained after January 1, 2001 must be pre-approved by the employee's immediate supervisor and the superintendent to qualify for the stipend. The stipend shall not be considered a part of the employee's base salary.

Subd. 1. National Certification Stipend: Effective July 1, 2012, any employee who attains, maintains and utilizes the certification relevant to their job shall be paid \$250.00 each year for obtaining a certification in a national certification program. The stipend shall not be considered a part of the employee's base salary.

Section 5. Longevity: Effective July 1, 2002 an employee who has completed the indicated number of years of continuous service with the District, will receive the following longevity pay, to be added to the employee's hourly wage:

After 20 years of service	\$0.55/hour
After 25 years of service	\$1.10/hour

Section 6. Holidays:

Subd. 1: Paid holidays shall include:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Thanksgiving Day
9. Day after Thanksgiving Day
10. Christmas Day
11. Floating holiday to be designated
12. Floating holiday at the employee's choice (particular day subject to approval by supervisor)
13. Floating holiday at the employee's choice (particular day subject to approval by supervisor)

Subd. 2: When the Christmas holiday falls on Wednesday, Thursday, or Friday, one-half (1/2) of the preceding day will be considered part of the holiday.

Subd. 3: When a holiday falls on a Saturday, the designated paid holiday shall be on the preceding Friday. When a holiday falls on a Sunday, the paid holiday shall be designated as the following Monday.

Section 7. Salary Payments:

Subd. 1. Twelve (12) Month Staff: Employees will be paid in twenty-four (24) equal payments. Payments will be made on the 15th and the closest working day preceding, and last working day of each month.

Subd. 2. Choices: Employees may be permitted to elect additional payments of various insurance premiums in the fringe benefit package in lieu of salary or other options, as approved by the School Board.

Section 8. Annuity Agreements: The School District shall purchase a tax sheltered annuity or annuities for employees electing to have their salaries reduced according to the salary reduction agreement signed by the employee and according to provisions of the Internal Revenue Service. The School District shall not assume liability for security of the investment nor make a contribution greater or less than the sum elected to be reduced. Such reduction agreement shall be signed and submitted to the District personnel office anytime during the year and shall be automatically renewed except by written cancellation or at termination of employment.

Section 9. Professional Organization Memberships: The School District shall pay the cost of the annual fees for an employee's membership in germane professional educational organization(s) as are required or permitted by the Superintendent or Superintendent's designee, upon presentation by the employee of appropriate invoices or statements.

ARTICLE X

GROUP INSURANCE BENEFITS

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School District.

Section 2. Medical-Hospitalization-Dental Insurance:

Subd. 1. Single Coverage: Effective July 1, 2013, the School District will contribute a sum of \$512 per month, and effective January 1, 2015, the School District will contribute a sum of \$537 per month, or 80% of the monthly premium, whichever is more, toward the cost of the premium for the medical-hospitalization plan for individual coverage for each eligible employee employed by the School District who qualifies for and is enrolled in a School District group medical-hospitalization plan. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.

Subd. 2. Family Coverage: Effective July 1, 2013, the School District will contribute a sum of \$1,361 per month, and effective January 1, 2015, the School District will contribute a sum of \$1,429 per month, or 80% of monthly premium, whichever is more, toward the cost of the premium for the medical-hospitalization plan for family coverage for each eligible employee employed by the School District who qualifies for and is enrolled in a School District group medical-hospitalization plan and who qualifies for family coverage. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.

On July 1, 2012 and each month thereafter, the School District will contribute to the eligible employee's VEBA account Two Hundred Fifty Dollars (\$250.00) for those employees participating in the \$2,500 deductible school district group family health insurance plan and One Hundred Dollars (\$100.00) for those employees participating in the \$2,500 deductible school district group single health insurance plan.

Subd. 4. Dental-Single: Effective July 1, 2013, the School District will contribute a sum not to exceed \$55 per month and effective January 1, 2015, the School District will contribute a sum not to exceed \$58 per month toward the cost of the premium for the dental plan for each eligible employee employed by the School District who qualifies for and is enrolled in the School District group dental plan. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.

Subd. 5. Dental-Family: Effective July 1, 2013, the School District will contribute a sum not to exceed \$127 per month and effective January 1, 2015, the School District will contribute a sum not to exceed \$133 per month toward the cost of the premium for the dental plan for each eligible employee employed by the School District who qualifies for and is enrolled in the School District group dental plan and who qualifies for family coverage. The cost of the premium not contributed by the School District shall be paid by the employee and paid by payroll deduction.

Section 3. Life Insurance:

Subd. 1: The School District shall pay the full premium for a life insurance policy for each eligible employee in the amount of \$50,000.

Subd. 2. Optional Life Insurance. Additional life insurance shall be made available to employees as per insurance policy terms. The cost of such insurance will be borne by the employee and paid through payroll deduction.

Subd. 3. Dependent Life Insurance: Dependent life insurance shall be made available to employees for the coverage of the employee's spouse and children, as per insurance policy terms. The cost of such insurance will be borne in full by the employee and paid through payroll deduction..

Section 4. Long-Term Disability: Long-term disability (LTD) will be provided at School District expense consistent with the terms of the School District LTD policy.

Section 5. Liability: The School District shall provide School District liability insurance in an amount not less than that required by Minnesota Statutes Chapter 466.

Section 6. Workers' Compensation: The School District shall carry Workers' Compensation insurance on all employees in case of injury or accident while acting within the scope of employment. When Workers' Compensation salary payments to the employee have started, the employee may decide whether he/she wishes:

Subd. 1: To be dropped from the School District payroll and be reimbursed by Workers' Compensation, or

Subd. 2: To remain on the district payroll with difference between the Workers' Compensation check and the full school district salary charged to the illness leave until such leave is exhausted or the person returns to work. If this Subd. 2. is chosen, the Workers' Compensation check shall be endorsed to the School District. If sick leave is used, the amount of sick leave utilized shall not exceed the lesser of the employee's accrual or 90 days per incident.

Section 7. Claims Against the School District: The parties agree that any description of insurance benefits contained in the Article are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this Article. It is further understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 8. Duration of Insurance Contribution: An employee is eligible for School District contributions as provided in this Article as long as the employee is employed by the School District. Upon termination of employment, all School District participation and contribution shall cease effective on the last day of employment.

Section 9. Extension of Insurance Protection: Insurance plans shall continue in force, if permitted by the carrier, at the employee's expense for all School District approved leaves without pay. In the event of employee termination, all School District contribution shall cease. However, an employee may at his/her own expense, continue to participate in such insurance plans for a period of time as required by law, and may enter into such conversion plans as are permitted by the carrier. In the event of such continued coverage, it is the responsibility of the employee to make arrangements with the School District to pay to the School District any monthly premium amounts due in advance. Payments must be received in the district business office by the first of the month for which coverage is desired.

Section 10. Eligibility: Employees employed an average of at least thirty (30) hours per week and at least nine (9) months per year shall be eligible for full benefits of this Article. Employees employed less than thirty (30) hours per week, but twenty (20)

or more hours per week shall be eligible for fifty percent (50%) of the School District contribution to such insurance benefits. Employees employed less than twenty (20) hours per week shall not be eligible for any benefits of this Article.

ARTICLE XI

GRIEVANCES AND ARBITRATION

Section 1. Definitions:

Subd. 1. Grievance: A grievance shall mean a complaint by an employee(s) that there has been a violation, misinterpretation or misapplication of the provisions of this Agreement.

Subd. 2. Days: "Days" means calendar days excluding Saturdays, Sundays, vacation, or holidays as provided in the school calendar.

Subd. 3. Reduced to Writing: "Reduced to Writing" means a concise statement outlining the nature of the grievance, the point of contention or disagreement and the relief sought.

Subd. 4. Answer: "Answer" means a concise response outlining the employer's position and action on the grievance.

Subd. 5. Grievant(s): "Grievant(s)" means an individual employee or a group of employees.

Subd. 6. Denial of Grievance: Failure by the School Board or its designated 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 level.

Section 2. Grievance: All employees within the unit may use this procedure and may request that a Confidential Group representative or other person represent them at any meetings with the employer agent.

Subd. 1. Level I: Whenever an employee or group of employees have a grievance, the aggrieved shall meet within fifteen (15) days of the date of occurrence on an informal basis with the supervisor in an attempt to resolve the grievance. If the grievance cannot be resolved, the supervisor shall reduce in writing his/her answer and submit the same to the grievant(s) within three (3) days of the date of the meeting.

Subd. 2. Level II: If there is no resolution of the grievance at Level I, the grievant(s) shall, if the grievance is to be pursued, reduce it to writing and within seven (7) days of the receipt of the answer in Level II, submit it to the Superintendent. Within seven (7) days, the Superintendent shall meet with the

grievant(s) and reduce to writing his/her answer within three (3) days of the above meeting. (If the Superintendent is unavailable, the days shall be counted beginning when (s)he returns and is in town.)

Subd. 3. Level III: If there is no resolution at Level II, the grievant(s) shall, if the grievance is to be pursued, reduce to writing the grievance and within ten (10) days of receipt of the answer in Level II, submit it to the District Board of Education. Within fifteen (15) days of receipt of the request, a trustee of the Board shall meet with the grievant(s) and reduce to writing its answer, within five (5) days of the above meeting.

Subd. 4. Processing of Grievance: The processing of all grievances shall be during a normal work day and the employees shall not lose wages due to their participation; however, grievance hearings at Level III may be outside the work day hours.

Subd. 5. Computation of Time: The count of days will begin the first day after the alleged violation occurred or after receiving complaint or answer. Correspondence sent by certified or registered mail and/or having a postmark date within the time limit shall meet the time requirement.

Subd. 6. Time Limits and Level Waiver: Failure to adhere to the time limits may result in a forfeiture of the grievance, or in the case of the employer, automatically mean the grievance is denied. The parties, by mutual written agreement, may waive any step and extend any time limits in this procedure.

Subd. 7. Precedent: If the Confidential Group Representative is not present during the processing of a grievance, the decision of the grievance shall not be cited as a precedent to the Confidential group.

Section 3. Arbitration: If there is no resolution at Level III, the grievant(s) may request arbitration. Such a request to the Chairman of the Board will be within ten (10) days of receipt of the Level II answer. The employer and the grievant(s) or Confidential Group Representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the parties are unable to agree on an arbitrator, they may request from the Public Employee Relations Board (PERB), a list of five (5) names. The parties shall alternately strike names from the list of five (5) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance within thirty (30) days of his/her selection.

Subd. 1. Hearing: The arbitrator shall schedule a hearing at which each party shall have the right to representation they choose and the opportunity to submit evidence, offer testimony and make written or oral adjustments relating to the grievance.

Subd. 2. Jurisdiction: The arbitrator shall have jurisdiction over disputes properly brought before him pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend, subtract from, or modify the terms of this Agreement.

Subd. 3. Decision: The decision of the arbitrator shall be rendered within thirty (30) days after the close of the hearing. The arbitrator shall have the power to make appropriate awards and his decision shall be binding.

Subd. 4. 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 the fees and expenses of the arbitrator and any other expense which the parties mutually agree are necessary for the conduct of the arbitration. The requesting party shall pay the full cost of transcribing or recording of the proceedings and transcript copy. If both parties request a transcript of recording, the cost shall be equally shared. If the second party orders a transcript after the first party has paid for transcribing and recording, the second party shall also reimburse the first party for one-half (1/2) of those costs incurred, in addition to paying for the transcript copy.

ARTICLE XII

LEAVES OF ABSENCE

Section 1. Illness Leave:

Subd. 1: Eligible employees shall accrue illness leave at the rate of fifteen (15) days per year.

Subd. 2: Unused sick leave days may accumulate to a maximum of 135 days. Sick leave earned in excess of this amount shall be considered lapsed, but will be recorded. Any employee who has lapsed sick leave shall, upon approval of the Superintendent or designee, have lapsed time restored in the event of an extended illness (including disability related to child birth). For the purposes of this subdivision, an extended illness shall mean an illness of 30 or more consecutive working days, and an employee so requesting such restoration must submit medical information in support of this request. The Superintendent shall then grant such a request provided that under any circumstances, the total accumulation of sick leave shall not exceed 135 days.

Subd. 3: Sick leave shall not accumulate during any time that an employee is on leave of absence, or in any month in which the employee does not perform services for at least fifteen (15) days.

Subd. 4: Sick leave with pay shall be allowed by the School District whenever an employee's absence is found to have been due to illness which prevented his/her attendance at school and performance of duty on that day or days.

Subd. 5: The School District may require an employee who has been absent because of illness to furnish a medical certificate from a qualified physician as evidence of illness indicating such absence was due to illness in order to qualify for sick leave pay.

Subd. 6: Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form available at the office.

Subd. 7: Returning employees shall be credited with unused sick leave pursuant to school records as though this section had been in effect continuously.

Subd. 8: At the time an employee becomes eligible to receive long-term disability compensation as provided in this Agreement, such employee shall no longer be eligible for any sick leave pay pursuant to this section as long as such employee continues on long-term disability compensation.

Subd. 9: In cases of frequent or intermittent illness, the employee may be required by their supervising administrator or District personnel administrator to submit a certificate concerning the condition of health from a physician.

Subd. 10: Up to three (3) days sick leave may be used for routine physician or dental appointments.

Section 2. Leave Without Pay:

Subd. 1. Application: An employee requesting such leave without pay shall normally present such request no later than twenty (20) working days prior to the desired day(s) of such leave to the supervisor. Such request shall be in writing and clearly express the reason(s) for such request. Special conditions established by the supervisor for such leave shall be in writing to the individual granted the leave. All conditions established must be met to be eligible for such leave.

Subd. 2. Approval: Leave without pay may be granted not to exceed five (5) working days with supervisor approval. Such leaves of longer duration require school board approval.

Subd. 3. Benefits: Insurance benefits may continue for the length of the leave of over five (5) days only if full costs are being paid by the employee.

Subd. 4. Insurance: Dropping the insurance coverage by not paying the costs may require proof of insurability on return to work by the employee and/or their family.

Section 3. Jury Service: Absence with pay and benefits will be allowed for jury service. A staff member who is called to jury service and who desires to serve should

notify the personnel office and the department director upon receipt of such notice so that arrangements to excuse the individual to serve may be made. Staff who are absent because of jury service will receive their regular salary from the School District during this period of service. Compensation received for jury service must be assigned to the School District (excluding mileage and expense allowance) in order to receive District compensation. Individuals who desire to be excused from jury service because of related duties may request the School District to submit a recommendation for releasing them upon receipt of the jury service notice.

Section 4. Military Leave: Military leave and reinstatement shall be granted pursuant to applicable laws.

Section 5. Religious Observance: Employees who desire to observe religious observance days during the school year, when such days fall on a scheduled duty day, may take annual leave for such purposes. If an employee does not have annual leave, the employee may request the day off without pay.

Section 6. Child Care Leave: (Also see Section 7. Family Medical Leave)

Subd. 1 Child Birth: Employees are eligible to use up to six (6) weeks of sick leave for the first six (6) weeks after the birth of the child when authorized by medical documentation, as per district procedure.

Subd. 2: A pregnant employee requesting time off prior to date of delivery, but not involving a period of disability, shall be eligible for leave without pay, not to exceed sixty (60) calendar days

Section 7. Family and Medical Leave:

Subd. 1 Purpose and Notice: Family leave is unpaid leave for the purpose of allowing an employee to interrupt services for (1) the birth and first year care of a child; (2) the adoption or foster parent placement of a child; (3) the serious health condition of an employee's spouse, child or parent, and (4) the employee's own serious health condition. An employee shall notify the Human Resources Department or their supervisor in writing, not less than thirty (30) days or as soon as reasonably possible prior to the beginning date of anticipated leave, and provide a statement indicating the desired dates of leave and return.

Subd. 2 Length of Leave: The maximum leave for the birth and first year care of a child or the adoption of a child shall be six (6) months unless otherwise mutually agreed by the parties. The maximum leave for the serious health condition of an employee's spouse, parent or child, other than the birth and first year care of a child or the adoption of a child shall be twelve (12) weeks, unless otherwise agreed by the parties. The start and ending dates of the leave specified in the request are subject to change only with the School Board approval. In the event the delivery date for child birth or arrival date for adoption is different from the anticipated date, leave dates shall be adjusted accordingly.

Subd. 3 Benefits: Insurance benefits shall continue only if full costs are being paid monthly in advance by the employee on approved leave pursuant to this section, except an employee shall be entitled to continuation of School District contribution of health insurance benefits during the period of the leave, not to exceed twelve (12) weeks of absence per year. Dropping the insurance coverage by not paying any required costs before or while on leave pursuant to this section may require proof of insurability on return to work by the employee and/or the employee's family.

The employee shall return to their former position or a position comparable in duties, number of hours and pay following family leave. An employee shall not accrue additional annual leave or experience time until duties are resumed.

Section 8. Bereavement Leave: Up to four (4) days per occurrence of bereavement leave, non-accumulative, shall be granted for deaths in the employee's immediate family. For purposes of this section, immediate family is defined as the employee's spouse or life partner, parent, child, brother, sister, grandparents, grandchild, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, or daughter-in-law, and any step relationships involving a parent, child, brother, sister, grandparent or grandchild. The length of the leave is subject to review and approval by the superintendent or his designee.

Section 9. Eligibility: Full-time employees shall be eligible for the benefits of this Article. Part-time employees employed at least twenty (20) hours per week shall be eligible for such benefits on a pro-rata basis. Employees employed less than twenty (20) hours per week shall not be eligible for the benefits of this Article.

ARTICLE XIII

TWELVE MONTH STAFF ONLY

ANNUAL LEAVE

Section 1. Definition: Annual leave days are paid days with full insurance benefits for the employee to use the following reasons: vacations, doctor and dentist appointments, funerals, personal business, or any personal emergencies.

Section 2. Eligibility: Days are credited on the first calendar day of each month and are accumulated for each month the person is under contract. Individuals absent due to illness, vacation, or approved business leave, will receive annual leave credit for any month in which they work at least one (1) full day. Employees on unpaid leave shall not accrue leave during the period of such absences. Benefits of this section are available only to 12 month employees. Twelve-month part-time employees who are Board approved and are employed at least twenty (20) hours a week shall be entitled to accumulate and accrue annual leave proportionate to a full-time employee (i.e., a person employed four (4) hours per day would accrue one-half (1/2) the monthly rate of a person employed in the same position for eight (8) hours per day).

Section 3. New Employees: New employees will be eligible to use accrued annual leave after completion of six (6) full months of employment. If a new employee has an emergency during the first six (6) months of employment and requests an annual leave day, the employee must state in writing and obtain the permission from the Superintendent or designate.

Section 4. Non-Certified Employee Rate:

<u>Months of Service</u>	<u>Annual Accumulation</u>
0-12	15 days
13-48	20 days
49-60	22 days
61-72	24 days
73+	26 days

Section 5. Maximum Accumulation: An employee may not accumulate more than a total of sixty (60) days. However, to accommodate needs of the School District, upon agreement by the employee and the Superintendent, an employee may be permitted to be compensated for up to, but not to exceed, fifteen (15) days of unused annual leave time per annum. Daily rate will be calculated by dividing annual rate by 223.

Section 6. Holidays During Annual Leave Days: Paid holidays which occur during annual leave days will be considered as holiday pay and shall not be charged to annual leave.

Section 7. Perfect Attendance Incentive: Employees shall be awarded one-half (1/2) day of leave for each three consecutive months of perfect attendance pursuant to the following schedule: July 1 – September 30, October 1 – December 31, January 1 – March 31, and April 1 – June 30. The leave earned during each quarter can be used no earlier than the 15th of the month following the end of the quarter. If an employee chooses to receive payment in lieu of perfect attendance leave time, or if the employee terminates employment before using any accrued perfect attendance incentive leave, the employee will receive payment of the incentive time at the employee's rate of pay at the time the employee makes the request for payment or upon termination of employment.

Section 8. Termination of Employment: The parties agree that any employee shall receive pay in a lump sum equal to the individual's daily rate times the number of unused accrued annual leave or personal leave days to which they are entitled. If an employee dies before all or a portion of the annual leave pay described in this section has been discharged, the balance due shall be paid to a named beneficiary or lacking same, to the estate of the deceased.

ARTICLE XIV

EARLY RETIREMENT

Section 1: Employees who have completed at least ten (10) years of continuous service with the School District, shall be eligible for severance pay pursuant to the provisions of this Article upon submission of a written letter of resignation accepted by the School Board, or upon termination by Board action for reasons other than discharge for cause.

Section 2: Eligible employees, upon termination of employment from the District, shall receive as severance pay an amount representing one (1) day for each of the first ten (10) years of service, two (2) days for each year of service beyond the first ten (10) and less than the first fifteen (15) years of service, and three (3) days for each year of service beyond fifteen (15) years of service in the District. Under no circumstances, shall the total days of severance credit exceed forty (40) days.

Section 3: In addition to the severance pay provided in Section 2, an employee shall be eligible to receive as severance pay upon retirement the amount obtained by multiplying the unused number of sick leave days times the individual daily rate of pay, but in any event not to exceed seventy-five (75) days. Daily rate will be calculated by dividing annual rate by 223.

Section 4: Except in the case of unrequested leave of absence, if the severance payment exceeds \$5,000, the employee shall be paid in two (2) equal annual installments. Each installment shall be paid by January 30th of the year following severance/retirement. If the employee dies before all, or a portion of the payments, have been disbursed, the balance shall be paid to a named beneficiary or the deceased's estate.

Section 5: This Article shall apply only to employees who retire after the execution of this contract and shall not be retroactive to any employee who retired prior to said execution date.

Section 6: Effective July 1, 2007, upon retirement, employees who have been employed by the school district for twenty (20) years or more shall be eligible for school district contributions to the school district group medical hospitalization coverage. The employer shall provide coverage and continuation with contributions to health/hospitalization insurance premiums to an employee eligible and covered under the district plan for two years from the date of retirement in the same dollar amount that the employer was contributing when the employee was an active employee if permitted by the terms of the policy with the insurance carrier. An employee shall not be eligible for the provisions of this section if employed by a subsequent employer with a group medical hospitalization plan. The availability of any insurance coverage or premium rates for retired employees shall be in compliance with state and federal law.

Section 7: Effective July 1, 2008, for all employees hired on or after July 1, 1997, the School District shall make a mandatory contribution of \$500.00 per year for deposit in the Post Retirement Health Care Savings Plan, administered by the Minnesota State Retirement System under Minn. Stat. § 352.98 (2001).

Section 8: The benefits of this Article shall apply only to full-time employees employed twelve (12) months per year and forty (40) hours per week, and the benefits of this Article shall not apply to part-time employees.

ARTICLE XV

CONTRACT

Section 1. Terms and Effects:

Subd. 1. Term and Reopening Negotiations: This Agreement shall be effective as of its date of execution and shall remain in full force and effect through June 30, 2015, and thereafter pursuant to P.E.L.R.A.

Subd. 2. Severability by Conformity to Law: If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

Subd. 3. Document Authorization: IN WITNESS WHEREOF, the parties hereto caused this Agreement to be signed by their authorized chief executive signators, and their signature to be placed hereon all on the day and year first above written.

Date 7/9/13

916 CLASSIFIED CONFIDENTIAL
EMPLOYEES

Susan Jay
Chief Negotiator

Date 8/7/13

NORTHEAST METROPOLITAN
INTERMEDIATE SCHOOL DISTRICT
916

J Brunetta
Chair

Kant
Clerk

Approved by the Board on 8/7/13

SCHEDULE A
916 CLASSIFIED CONFIDENTIAL STAFF
2013-2014

Classification	10
Step	
4	\$26.90
5	\$27.41
6	\$28.08
7	\$28.79
8	\$29.44
9	\$31.15
10	\$31.75

SCHEDULE B

916 CLASSIFIED CONFIDENTIAL STAFF

2014-2015

Classification	10
Step	
4	\$27.71
5	\$28.23
6	\$28.92
7	\$29.65
8	\$30.32
9	\$32.08
10	\$32.75