

INDEPENDENT SCHOOL DISTRICT #146

AND

NONCERTIFIED EMPLOYEES

CLERICAL, FOOD SERVICE, KIDS CLUB, SPECIAL EDUCATION
TRANSPORTATION

Terms and Conditions of Employment

July 1, 2022 – June 30, 2024

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ARTICLE I: RATE OF PAY

Section 1. Rates of Pay:

All salaries will be on an hourly basis as shown on the attached salary schedule. Employees will be paid twice a month in equal increments (12 month employees, 24 paydays; 9 and 10 month employees, 20 or 24 paydays), with the exception of the last paycheck which will be adjusted based on the total actual hours worked. (Actual hours worked must be documented on District form and submitted to payroll office.)

Section 2. Step Advancement:

An employee who works 15 hours or more per week and 130 days in one classification will be eligible for step advancement. Those employees working less than 15 hours per week in one classification or less than 130 days in one classification will be eligible for step advancement every 2 years. The steps are earned at the beginning of each fiscal year. Twelve-month employees will earn their step advancement on the anniversary of their employment. Summer cleaning positions will be eligible for step advancement beginning with the 3rd consecutive season of employment.

Section 3. Number of Annual Hours Worked:

The total number of hours worked will be assigned by the school district. These hours are exclusive of lunch. Any time lost because of early dismissal, late starts or not completing assigned daily hours, must be documented and will be deducted from the last paycheck.

Section 4. Paydays:

An employee who works only nine-months and whose daily hours do not vary, will be paid over a ten or twelve-month period (20 or 24 paychecks). Those employees whose hours are not consistent will continue to submit a time card or clock in and out each shift.

Article II: LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Required Hours:

Employees must work at least three hours a day to qualify for sick leave.

Subd. 2. Accruing Sick Leave:

It will be prorated at the rate of one day per month times the number of annual months worked per year, accumulative to 120 days. All days earned beyond 90 days must be earned while physically present on the job.

Subd. 3. Qualifying Events:

Disability/sick leave with pay shall be allowed by the School District according to MS 181.9413 whenever an employee's absence is found to have been due to the employee's illness/disability, or illness/disability to the employee's child (as defined in Section 181.940, subd 4), adult child, spouse, sibling, parent, grandparent, stepparent which prevented the employee's attendance at school and performance of duties on that day or days. Disability/sick leave will be granted to the employee if a member of the employee's family (Section 181.940, subd 4) is under the care of a

qualified physician. Disability/sick leave may be granted at the discretion of the Superintendent to the employee if a person outside the employee's family (Section 181.940, subd 4) is seriously ill. A medical certificate may be required by the Superintendent to certify that the member of the employee's family is under a qualified physician's care.

Subd. 4. Medical Certificate:

The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of his or her illness indicating such absence was due to illness in order to qualify for disability/sick leave pay. In the absence of a medical certificate, the final determination of eligibility of an employee for disability/sick leave is reserved to the School District. If a certificate is provided, the School District may require a second opinion. Should a second opinion be required, the cost of obtaining such certificate shall be borne by the School District.

Subd. 5. Deducting Accrued Leave:

Disability/sick leave allowed shall be deducted from the accrued disability/sick leave days earned by the employee.

Subd. 6. Submitting Requests:

Disability/sick leave pay shall be approved only upon submission using an electronic time clock provided by the School District.

Subd. 7. Pay Out Sick Leave Over 120 Days:

On June 30th of each year, employees having accrued over 120 days sick leave will be paid out 25% of their individual daily rate of pay for each full day over 120 days.

Section 2. Workers' Compensation:

Pursuant to M.S. 176, an employee injured on the job in the service of the School District and collecting workers' compensation insurance may draw sick leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Section 3. Bereavement Leave:

Employees attending a funeral of their immediate family member, either their and/or their spouse's mother, father, brother or sister's funeral, shall be granted up to five (5) days of paid leave per funeral. Additional days with pay may be granted at the discretion of the Superintendent. The number of days used shall be deducted from accrued sick leave days. In addition, employees attending funerals not in the immediate family may have a total of three days during the duration of this agreement that will be deducted from their accumulated disability/sick leave. Employees attending other funerals may use personal leave, other leave or any combination of the above not to exceed five (5) days per funeral. At the discretion of the Superintendent, additional days may be credited against disability/sick leave.

Section 4. Personal Leave:

Non-Certified personnel will be granted personal leave as specified in the teachers' Master Agreement, Article XII, Section 5.

Subd. 1. Number of Personal Days:

An employee will be granted three days personal leave per year, accumulative to a maximum of five days after three years.

Subd. 2. Reimbursement for Over Three (3) Days:

At the conclusion of each school year, employees having accrued over 3 days of personal leave will be reimbursed for up to two (2) days over three at the rate of \$110.00 for each full day or the prorated amount for a fractional day. Employees who are scheduled less than eight (8) hours per day will receive a prorated payout rate based on their scheduled daily working hours divided by eight (8).

Subd. 3. Requesting Personal Day:

Requests for personal leave must be submitted via approved School District media to the Superintendent at least three days in advance, except in the event of emergencies. A minimum of a least ½ day must be taken at any one time. Leave will be granted to no more than three non-certified employees per building per day, except for the first two weeks and last two weeks of the school year when the maximum personal leave usage per building will be two per school site. The third person seeking approval for a personal leave request during the timeframe that does not include the first or last two weeks of a school year is subject to and dependent upon the availability of a qualified substitute.. Days of personal leave will be granted during the last week of school only at the discretion of the Superintendent and is not grievable.

Section 5. Childcare Leave:

Child care leave will be granted to non-certified personnel as specified in the teachers' Master Agreement, Article XII, Section 6.

Subd. 1. Subject to Provisions:

A childcare leave shall be granted by the School District, subject to the provisions of this section, provided such parent is caring for the child on a full time basis.

Subd. 2. Written Intention:

A employee making application for childcare leave shall inform the Superintendent in writing of intention to take the leave at least three calendar months before commencement of the intended leave. In the event of an unusual circumstance, this time period may be waived.

Subd. 3. Pregnancy:

If the reason for the childcare leave is occasioned by pregnancy, an employee may utilize disability/sick leave pursuant to the disability/sick leave provisions of the Agreement during a period of physical disability. However, an employee shall not be eligible for disability/sick leave during a period of time covered by a childcare or other leave of absence. A pregnant employee will also provide, at the time of the leave application, a statement from her physician indicating the expected date of delivery. Leave days used as disability/sick leave days that qualify under the Family Medical Leave Act shall be deducted first from disability/sick leave days accrued in prior years before being deducted from the days accrued during the current year.

Subd. 4. Adjusting Proposed Ending Date:

The School District may adjust the proposed ending date of a childcare leave so that the dates of the leave coincide with some natural break in the school year - i.e.: winter vacation, spring vacation, semester break, end of a grading period, end of the school year, or the like.

Subd. 5. Commencement and Duration:

In making a determination concerning the commencement and duration of a

childcare leave, the School District shall not, in any event, be required to:

1. Grant any leave more than twelve (12) months in duration.
2. Permit the employee to return to his or her employment prior to date designated in the request for childcare leave.

Subd. 6. Re-employed in Position:

A employee returning from childcare leave shall be re-employed in a position for which he or she is licensed unless previously discharged or placed on unrequested leave.

Subd. 7. Grounds for Termination:

Failure of the employee to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the employee mutually agree to an extension in the leave.

Subd. 8. Experience Credit:

A employee who returns from child care leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The employee shall not accrue additional experience credit for pay purposes or leave time during the period of absence for childcare leave.

Subd. 9. Eligibility to Participate in Group Insurance:

A employee on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the employee wishes to retain, commencing with the beginning of the childcare leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the district pursuant to this section. Leave under this section shall be without pay or fringe benefits.

Section 6. Family and Medical Leave:

Subd. 1. Up to Twelve (12) Weeks per Year:

Pursuant to the Family and Medical Leave Act, 29 U.S.C. 2601 et. seq., an eligible employee shall be granted, upon written request, up to a total of twelve (12) weeks of leave per year in connection with: (1) the birth and first-year care of a child; (2) the adoption or foster 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.

Subd. 2. Unpaid and Eligible for Health Contributions:

Such leave shall be unpaid, except an eligible employee, during such leave, shall be eligible for regular School District group health insurance contributions as provided in this Agreement for the period of the leave, but not to exceed twelve (12) weeks per year, notwithstanding any other provisions of this Agreement.

Subd. 3. Substituting Paid Vacation, Paid Sick Leave, or Paid Personal Leave:

The employee may elect, or the School District may require the employee, to

substitute paid vacation, paid sick leave, or paid personal leave for leave otherwise provided under this section. However, nothing herein, nor any other provision of the Agreement, shall require the School District to combine leaves for a period of time that exceeds twelve (12) weeks.

Subd. 4. Thirty (3) Day Written Notice:

The employee will provide at least thirty (30) days of written notice of request for leave when the reason for the leave is foreseeable. The employee shall further make reasonable efforts to schedule any treatment so as to minimize disruption of the work of the School District.

Section 7. Other Leave:

The Superintendent must approve all other leave. With the exception of jury duty or a legal subpoena, other leaves will be without pay. All days of leave not reimbursed by the School District will be limited to one (1) per school year and other leave is subject to a salary deduction on a per diem basis. In addition to the employee salary deduction, the employee requesting and receiving approval for additional other leave days (beyond the one day permitted per year) will also provide the necessary compensation for the substitute needed to fill the vacancy. Leave requested for medical purposes for the employee and/or employee's immediate family as defined in the Disability/Sick Leave section shall be excluded from providing compensation for the substitute. Employees will not be able to accumulate and/or carry over other leave days from one school year to the next school year. Employees must request to the Superintendent of Schools both in writing and in person at a minimum of thirty (30) days in advance of all requests for other leave. Other leave requests will be granted at the discretion of the Superintendent of Schools in cooperation and with consultation of the building administrators. Employees requesting other leave must have exhausted all personal leave and vacation days prior to making a request for other leave. The language herein applies to nine month employees. Ten and twelve month employees seeking unpaid leave beyond one day will be subject to the discretion of the Superintendent for approval.

Article III: Vacations and Holidays

Section 1. Vacations:

The following categories will qualify for paid vacations: Superintendent's Secretary, Community Education Secretary and Payroll/HR Assistant.

Years Experience	Days of Vacation
1-4	10
5-14	15
15-24	20
25 and up	25

Section 2. Holiday Schedule:

The following categories will qualify for paid holidays: Superintendent's Secretary, Community Education Secretary and Payroll/HR Assistant.

Holidays include:

New Year's Day	Labor Day
President's Birthday	Thanksgiving Day
(If taken as regular school holiday)	Day after Thanksgiving
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day

Independence Day

New Year's Eve Day

Article IV: 403(b) Deferred Compensation Match Program

Section 1. Eligibility:

To be eligible to participate in the certified 403(b) match program, an employee must work 6 hours per day, accumulative to 130 days in one classification. The HR/Payroll Assistant qualifies working a minimum of 5 hours per day, 12 months per year.

Section 2. Annual District Match:

The district match shall be based on years of service in District No. 146 as follows:

Years of Service	Match per Year
1	\$0
2-3	\$500
4-10	\$1,000
11-up	\$2,000

The maximum district contribution per non-certified career with ISD No. 146 is not to exceed \$33,500 in 2022-23 and \$34,500 in 2023-24.

Section 3. Utilization:

Eligible employees must annually make the deferred compensation election during the annual election period or lose the annual benefit.

Section 4. Authorization:

The deferred compensation program is subject to MN Stat. 356.24.

Section 5. Vendors:

Educators Financial Services Inc., Valic, HBW Financial Services/Cetera Advisor Networks, Horace Mann Insurance Co., and FMS Financial Planning and Edward Jones. The 403b deferred match program will be administered by a 3rd party hired by the School District.

Article V: Group Insurance

Section 1. Health and Hospitalization Insurance:

An employee deemed full time according to the Affordable Care Act calculation, shall receive a health insurance benefit of \$5,400 during the 2022-2023 school year. The health insurance benefit for the 2023-2024 school year shall be up to an 8% increase and not to exceed \$5,400 or the cost of the single premium of the minimum value plan, whichever is the lesser amount for each employee enrolled in the School District's group hospitalization plan. Any additional premium cost shall be borne by the employee and paid by payroll deductions.

Article VI: Substitutes

Section 1. Substitute Rate:

Rate of pay for substitutes is set annually by the School District.

Section 2. Long-term Substitute:

A long term substitute will move from the substitute rate of pay to the first step of the band and grade of the employee they are replacing based on one of the following conditions:

1. Approval by the school board for a leave of absence
2. Employed as a substitute for 30 consecutive workdays in that position. The rate of pay will not be retroactive and benefits would be pro-rated.

Article VII: Detention Supervisors

Section 1. Rate of Pay:

Rate of pay will be at the B-2-1 lane, experience counted. Substitutes will be paid at the established rate for substitutes.

SALARY SCHEDULES

2022-23

STEP	A-1-1	A-1-2	A-1-3	B-2-1	B-2-2	B-3-2
1	13.54	17.09	18.93	20.78	21.57	25.34
2	14.34	17.57	19.47	21.38	22.19	25.88
3	15.16	18.03	19.96	21.89	22.66	26.42
4	15.97	18.47	20.41	22.38	23.21	26.97
5	16.85	18.92	20.91	22.88	23.69	27.51
6	17.63	19.88	21.62	23.40	24.15	28.03

2023-24

STEP	A-1-1	A-1-2	A-1-3	B-2-1	B-2-2	B-3-2
1	13.81	17.43	19.31	21.19	22.00	25.84
2	14.63	17.93	19.86	21.81	22.63	26.39
3	15.46	18.39	20.36	22.33	23.12	26.95
4	16.29	18.84	20.82	22.83	23.67	27.51
5	17.19	19.30	21.33	23.34	24.17	28.06
6	17.98	20.28	22.06	23.87	24.64	28.59

A-1-1	Cook Helper, Kids Club Student Worker, Van Driver
A-1-2	Food Service Cashier
A-1-3	Kids Club Adult Assistant
B-2-1	Cook
B-2-2	Secretary, Payroll/HR Assistant, Kids Club Leader
B-3-2	Head Cook