

Master Agreement

between

River Bend Education District No. 6049

New Ulm, Minnesota

and

River Bend Education Minnesota

Local No. 4860

Non-licensed

July 1, 2023 through June 30, 2025

RIVER BEND EDUCATION DISTRICT

2023-2025

Master Agreement (Non-Licensed)

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**ARTICLE I
PURPOSE**

This Agreement is entered into between the River Bend Education District No. 6049, New Ulm, Minnesota, (hereinafter referred to as “the Education District”), and the River Bend Education Minnesota Local 4860, (hereinafter referred to as “the Exclusive Representative”), pursuant to and in compliance with the Minnesota Public Employment Labor Relations Act of 1971, as amended (hereinafter referred to as “PELRA”), to provide the terms and conditions of employment for non-licensed positions for the duration of this Agreement.

**ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition: In accordance with PELRA, the Education District recognizes the River Bend Education Minnesota Local No. 4860 as the Exclusive Representative for non-licensed positions by the Education District. The Exclusive Representative shall have those rights and duties as prescribed by PELRA and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The Exclusive Representative shall represent all such employees of the Education District as defined in Article III, Section 2 below and PELRA and in the certification by the Commissioner of the Minnesota Bureau of Mediation Services (BMS).

**ARTICLE III
DEFINITIONS**

Section 1. Terms and Conditions of Employment: The term “terms and conditions of employment” means the hours of employment, the compensation therefor, including fringe benefits, except retirement contributions or benefits, other than Education District payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the Education District’s personnel policies affecting the working conditions of the employees. “Terms and conditions of employment” are subject to the provisions of PELRA.

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the word/term “non-licensed positions” shall mean all persons in the appropriate unit employed by the Education District in such classifications, excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal work week in the employee’s bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of sixty-seven (67) working days in a calendar year unless those positions have already been filled in the same calendar year and the cumulative number of days in the same position by all employees exceeds sixty-seven (67) calendar days in that year, and emergency employees.

Section 3. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by PELRA.

Section 4. Full-Time Employee: The term “full-time” refers to staff members who regularly are employed thirty-five (35) or more hours during a scheduled workweek.

Section 5. Certified Staff: The term “certified staff” refers to staff members who are required to hold a certification to perform the duties of their position. Staff included under “certified staff” include interpreter, Licensed Practical Nurse (LPN), brailist, Physical Therapy Assistant (PTA), behavior specialist if the behavior specialist holds a BCBA (Board Certified Behavioral Analyst), Certified Occupational Therapy Assistant (COTA), and Speech Language Pathology Assistant (SLPA).

Section 6. Hourly Employees: The hourly employees are the paraprofessionals including the 1:1 paraprofessional. Any employee who is not a paraprofessional or under the certified staff will also be considered “hourly employees.”

ARTICLE IV EDUCATION DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: The Exclusive Representative recognizes that the Education District 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 Education District, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Education District Board Responsibilities: The Exclusive Representative recognizes the right and obligation of the Education District Board to efficiently manage and conduct the operation of the Education District within its legal limitations and with its primary obligation being to provide educational services to its member school districts.

Section 3. Effect of Laws, Rules and Regulations: The Exclusive Representative recognizes that all employees covered by this Agreement shall perform the services prescribed by the Education District and shall be subject to the Education District Board rules, regulations, directives and orders issued by properly designated officials of the Education District. The Exclusive Representative also recognizes the right, obligation and duty of the Education District Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time, as deemed necessary by the Education District Board, insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the Education District, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, and the rules and regulations of the State and Federal governmental agencies. Any provision of the

Agreement found to be in violation of any such laws, rules, regulations, directives, or orders shall be null and void and without force and effect. Unless specifically included in this Agreement, alleged violations of State and Federal laws, rules and regulations are not arbitral under the grievance procedures.

ARTICLE V EMPLOYEE RIGHTS

Section 1. Right to Views: Pursuant to PELRA, nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint or opinion regarding any matter related to the conditions or compensation of 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.

Section 2. Right to Join: Pursuant to PELRA, employees shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right, by secret ballot, to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such employees with the Education District of such unit.

Section 3. Request for Dues Check-off: The Exclusive Representative shall be allowed dues check-off for its members, provided the dues check-off and the proceeds thereof shall not be allowed to any Exclusive Representative that has lost its right to dues check-off pursuant to PELRA. Requests for membership dues check-off must be received in writing by the District Office by September 30 and shall continue in effect from year to year unless revoked in writing. Education Minnesota's application will contain a 30-day revocation window, September 1-30. All members will be able to revoke their dues authorization with written notice submitted to River Bend Education Minnesota during this 30-day window, with an effective date of October 1. Upon receipt of a properly executed authorization card of the employee involved, the Education District will deduct from the employee's paycheck one-eighteenth (1/18) of the total dues beginning with the first payroll after receiving the signed "Payroll Deduction Authorization" form. The Education District shall forward each month such dues deducted the previous month, along with a list of the names of employees from whom deductions were made, to the treasurer of the Exclusive Representative. Upon receipt of a properly executed authorization card, deductions for individuals employed after the commencement of the school year shall be appropriately prorated by the business office.

The Exclusive Representative hereby warrants and covenants that it will defend, indemnify, and save the Education District harmless from any and all actions, suits, claims, damages, judgments, and executions and other forms of liability, liquidated or unliquidated, that any person may have

or claim to have, now or in the future, arising out of or by reason of the dues deduction specified by the exclusive representative as provided in this Agreement.

ARTICLE VI
BASIC SCHEDULES AND RATES OF PAY

Section 1. Rates of Pay:

Subd. 1. 2023-2024 Rates of Pay: The wages and salaries reflected in Schedule A, attached hereto, shall be a part of the Agreement for the 2023-2024 school year.

Subd. 2. 2024-2025 Rates of Pay: The wages and salaries reflected in Schedule B, attached hereto, shall be a part of the Agreement for the 2024-2025 school year.

Subd. 3. Status of Salary Schedule: For the duration of this Agreement, advancement on any salary schedule shall be subject to the terms of this Agreement. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, an employee shall be compensated according to the current rate, step and lane until a successor Agreement is fully ratified, although all employees are eligible for any step and/or lane advancement they may earn. All salary increases, to the extent applicable, shall be retroactive to July 1.

Section 2. Education District Discretion: The Education District will retain the right of placement on the salary schedule.

Section 3. Step Advancement: Attached to and incorporated into this Agreement on Schedule A and Schedule B is the basic salary schedule for the 2023-2024 and 2024-2025 school years respectively. As negotiated during the compensation negotiation discussion, non-licensed staff will advance one (1) increment (step) on the salary schedule for 2023-2024 school year and non-licensed staff will advance one (1) increment (step) on the salary schedule for the 2024-2025 school year. An individual must have worked a minimum of ninety (90) of their duty days of a school year to qualify for salary step advancement.

Section 4. Pay Deduction: Whenever a pay deduction is made for a salaried employee's absence, the annual salary divided by the number of employee duty days shall be deducted for each day's absence. Hourly employees will be paid on hours worked so pay deduction language is not applicable for hourly staff.

Section 5. Additional Compensation:

Subd. 1. Mileage: The fee paid to employees using their own vehicles for school-related activities, when an Education District vehicle is unavailable, will be the IRS rate in effect when monthly expenses are incurred.

Subd. 2. Experience Beyond Salary Schedule: All employees whose years of experience exceeds the steps the Education District will extend the salary schedule based on Steps and Lanes and any additional negotiated changes.

Subd. 3. Educational Interpreter and Language Facilitator Travel: Except for those interpreters and/or language facilitators who receive mileage reimbursement, in the event that an interpreter or facilitator is reassigned to a district that results in additional travel as compared to his/her original assignment, a stipend shall be paid to the full-time interpreter and/or full-time facilitator at the rate of One Thousand Two Hundred Dollars (\$1,200) per contract year. This stipend shall be prorated for less than full-time or full-year interpreters/facilitators.

Subd. 4. Crisis Prevention Institute (CPI) Instructors: Crisis Prevention Institute (CPI) Instructors shall receive a stipend of Five Hundred Dollars (\$500) per contract year. Paid at the last payroll of the year. If an employee leaves during the school year no reimbursement will be earned. All instructors must document and turn into payroll at least three (3) separate trainings in a year.

Subd. 5. Extended Employment: Employees who work in excess of the regular contract year will be compensated on a pro rata basis of the regular school year pay. The daily pro rata basis shall be determined by dividing the individual regular school salary by the number of duty days. Staff shall be paid their hourly rate. Employees who work specifically for Extended School Year Services will be compensated at 1.3 times of their regular school year hourly rate.

Subd. 6. Reimbursement for Unused Sick Days:

(a) Eligibility: Non-licensed staff are granted fifteen (15) sick days at the beginning of each school year. When the non-licensed staff member has accrued thirty (30) days of sick time they become eligible for reimbursement. The employee's reserve cannot go below the thirty (30) days (must have thirty (30) days in reserve). The employee would be eligible for reimbursement only on the contract year's granted days.

1. If that staff member uses five (5) or fewer sick days in the current school year, excluding use of their personal days, they would be eligible. Anyone missing over eight (8) days between sick and personal days would not be eligible.
2. They could request reimbursement for up to ten (10) sick leave days of the school year's granted days, based on the individual's current hourly/daily wage.
3. The employee's sick day reserve cannot go below thirty (30) days after reimbursement.
4. Anyone using unpaid days for any reason is not eligible for that school year.

- (b) Reimbursement: Eligible non-licensed staff shall receive reimbursement for up to ten (10) accumulated sick leave days based on the individual's current hourly/daily wage rate at the time the reimbursement is paid.
- (c) To receive this reimbursement, the employee must notify the Director in writing between June 1 and June 15 each year the staff member is eligible and wishes to receive the reimbursement. The reimbursement will be paid in one of the following forms, at the choosing of the employee: lump sum via check or a contribution of that amount to the employee's VEBA or 403(b) plan.

Sub. 7 Substitute Teaching Expectation: Non-Licensed staff who have the qualifications to obtain a Short Call Substitute Teaching License for the State of Minnesota, and have obtained such license, may be called on to substitute teach in any of the classrooms at the River Bend Education District. The Education District will have the right to assign the non-licensed qualified staff to cover another classroom to address district needs. The non-licensed qualified short call substitute teacher will be assigned this responsibility by the Education District administration. All internal teacher substitutes will be afforded full CPI Crisis Prevention Institute (CPI) training prior to being assigned to substitute in a special education classroom and will be given the CPI refresher course each subsequent year. When a non-licensed qualified staff substitutes for a classroom teacher, they will be compensated an additional forty (\$40) for the day.

Section 6. Pay Dates: Pay dates shall be on the 15th, or last business day prior to the 15th, and on the last business day of each month, effective upon ratification of this Agreement. Employees may elect Direct Deposit to the bank of their choice.

ARTICLE VII GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the Education District with input from the bargaining unit, according to statutory language.

Section 2. VEBA with Health Reimbursement Arrangement for Active Employees:

Subd. 1. VEBA Plan and Trust: The Education District shall make available a VEBA Plan and Trust to all qualified full-time employees who exercise their option to enroll in the high deductible health insurance program offered in Section 3 below. It is intended that this arrangement constitutes a voluntary employees' beneficiary association under Section 501(c)(9) of the Internal Revenue Code.

Subd. 2. Annual Investment Account Fees: Annual investment account fees allocable to individual accounts of employees who are participants in the VEBA Plan shall be paid from their account.

Subd. 3. Administrative Fees: Overall administrative fees for administering the plan for current and retired employees shall be paid by the Education District.

Subd. 4. Employer Contribution: The Education District shall make an annual contribution to individuals' accounts under the health reimbursement arrangement for qualifying employees in accordance with the following schedule:

- (a) For each full-time non-probationary employee, the Education District shall contribute the amount equal to the single coverage deductible each year on the first pay period of the employee's contract year.
- (b) For each full-time, probationary employee, the Education District shall contribute the amount equal to the single coverage deductible to be prorated monthly during the probationary period.
- (c) All contributions on behalf of a VEBA Plan participant shall cease on the date the participant ends their employment with the Education District or is no longer covered under the high deductible health plan described in Section 3 below, whichever comes first.

Subd. 5. Unearned Contributions: Employees leaving the employ of the Education District after the start of their contract year shall have an amount equal to the prorated unearned VEBA contribution withheld from their final paycheck, pursuant to Minn. Stat. § 181.05.

Section 3. High Deductible Health Plan: The Education District shall make available a high deductible single and family health plan to all full-time employees who elect to participate in said plan, as follows:

Subd. 1. Employer Monthly Premium Contributions; The Education District shall contribute 100% of the monthly premium cost for the 2023-2024 and 2024-2025 school years toward the cost of the premium for single group coverage up to \$753.47 per month for the 2023-2024 year and up to \$850 per month for the 2024-2025 year for all hourly employees.

Subd. 2. Employee Monthly Premium Contribution: Employees who elect to participate in the High Deductible Health Plan shall be responsible for payment of the premium not covered by the Education District's contribution.

Subd. 3. Certified Staff: For certified staff who elect to participate in family group health insurance, the Education District shall contribute up to \$1400 for the 2023-2024 and \$1500 for the 2024-2025 school year towards the cost of the premium. The employee will bear the remaining costs for the premium.

Section 4. Disability Insurance:

Subd. 1. Short-Term Disability Insurance: The Education District shall make available and pay the administrative costs for a short-term disability plan that employees may elect to purchase at their own cost.

Subd. 2 Long-Term Disability Insurance: The Education District shall contribute 100% of the premium for long-term disability insurance for each full-time employee who is enrolled in the Education District’s long-term disability insurance program. The School District reserves the right to change the insurer, but shall not unilaterally change the coverage from that which is currently in effect.

Section 5. Dental Insurance: The Education District shall make available and pay the administrative costs for an employee dental plan that employees may elect to purchase at their own cost.

Section 6. Flexible Benefit Program: The Education District shall make available a flexible benefits program that conforms to Section 125 of the IRS code. The Education District shall contribute Five Hundred Dollars (\$500) to the Flexible Benefit Program account of each full-time employee. For the 2023-2024 school year, Five Hundred Dollars (\$500) will be deposited to the Flexible Benefit Program account. Starting in the 2024-2025 school year, Five Hundred Dollars (\$500) will be deposited into a Health Savings Account for each full-time employee.

Section 7. Tax-Sheltered Annuity Matching Program: The Education District will provide a tax-sheltered annuity matching program [403(b)] for eligible employees, pursuant to Minn. Stat. § 356.24.

Subd. 1. Eligible Employees: Employees working twenty (20) hours or more per week are eligible for benefits under this article.

Subd. 2. Title: Employer Match: The Education District shall match, per contract year, the eligible employee’s contributions to a tax-sheltered annuity [403(b)] according to the following maximum amounts:

Certified Staff: \$1200

Hourly Staff: \$600

Subd. 3. Qualified Companies: Eligible employees may select from a maximum of five (5) qualified companies pre approved by the Education District, pursuant to Minn. Stat. § 356.24.

Subd. 4. Account Management: Management of the individual investments and the Education District contributions shall be solely the responsibility of the employee in whose name the investments are made. The Education District assumes no current or future liability for

contributions made to these plans or investment earnings or losses, which may accrue as a result of investment decisions made by the employee.

Section 8. Claims Against the Education District: The Education District's only obligation is to purchase an insurance policy and pay such amounts as agreed to in this Agreement, and no claim shall be made against the Education District as a result of a denial of insurance benefits by an insurance carrier.

Section 9. Duration of Insurance Contributions: An employee is eligible for an Education District contribution as provided in this article as long as the employee is employed by the Education District, on paid status, and enrolled in the Education District's group health and hospitalization insurance plan. Upon termination of employment, all Education District contributions shall cease.

Section 10. Eligibility for Part-Time Employees: Part-time employees employed on a half-time or more basis will be entitled to an Education District contribution on a pro rata basis for the following coverage: health and hospitalization, 403(b), VEBA health reimbursement plan, long-term disability, and term life insurance, as well as the Education District contribution to the programs outlined in Sections 7 and 8 of this Article. Employees working less than twenty (20) hours per week are not eligible for benefits under this Article.

ARTICLE VIII WORK DAY

Section 1. Basic Work Day: The "basic day" for full-time salaried staff shall be eight (8) hours per day, and Paraprofessionals shall be seven (7) hours per day, including a thirty (30) minute duty-free lunch period unless determined otherwise by the needs of the program. The specific hours of each program will be determined by the Education District. The hourly employee's basic work day, exclusive of lunch, shall be prescribed by the Education District at the start of the school year and adjusted by mutual agreement between the Education District and the Exclusive Representative.

Section 2. Work Days:

Program Secretary: 205 days

Special Education Secretary: 240 days

Behavioral Specialists: 185 days

Physical Therapist Assistant: 185 days

Any certified not listed above: 185 days

Paraprofessionals: all student instructional days plus 4 additional days

Section 3. Part-Time Employees: The Education District reserves the right to employ such employees as it deems desirable or necessary on a part-time or casual basis.

Section 4. Lunch/Break Period: Full-time employees shall be provided a duty-free lunch period of at least thirty (30) minutes. However, when possible a ten (10) minute work break shall be provided within each half day, in the morning and afternoon, for all employees working four (4) or more consecutive hours. Additional information on breaks can be found in Minnesota Rule 5200.120 or Minn. Stat. § 177.253 and 177.254.

Section 5. School Closing: In the event of an energy shortage, severe weather or other emergency, the Education District reserves the right to modify the school calendar, and, if school is closed on a normal duty day(s).

All hourly staff will have the option of using up to three (3) sick days per year or receiving no pay for the time lost during an emergency school closing. All hourly staff will receive a minimum of four (4) hours pay or the actual number of hours worked (whichever is greater) in the event that the closing occurs after the start of the employee's contract day and the employee has arrived at the work site. Late start or early out times are not paid unless the school day is less than the four (4)-hour minimum requirements indicated above in this section. Using sick days for school closings will not be counted against days taken for the Wellness Stipend.

ARTICLE IX HOLIDAYS

Section 1. Paid Holidays: All Paraprofessional covered under this agreement shall be granted the following paid holidays: Labor Day, Thanksgiving, December 25, New Year's Day, the Friday of Spring Break and Memorial Day.

Section 2. Weekends: Any holiday that falls during a weekend will be observed on either the Friday before the holiday or the Monday after the holiday, as established by the Education District.

Section 3. School in Session: The Education District reserves the right, if school is in session, to cancel any of the holidays noted in Section 1 above and establish another holiday in lieu thereof.

ARTICLE X UNCOMPENSATED LEAVE

Section 1. Child Care Leave: The Education District shall grant an unpaid child care leave of absence of up to six (6) months duration to any employee who makes a written application for

such leave. Child Care leave shall be granted because of the need to provide parental care for a child of the employee for an extended period of time, including cases of adoption. Such benefits shall apply to both married and unmarried employees.

Subd. 1. Request: An employee requesting a child care leave of absence shall submit a written application for such leave to the Education District at least forty-five (45) calendar days prior to the commencement of the intended leave.

Subd. 2. Commencement: The beginning and ending date of a childcare leave shall be designated by the employee at the time of the request for such leave.

Subd. 3. Reinstatement: Upon signifying his/her intent to return to work at least one (1) month prior to the expiration of the child care leave, the employee shall be reinstated to his/her original job or to a position of like status and pay. The employee shall retain, salary, and fringe benefits, which he or she has accrued prior to taking a childcare leave. It is understood that a childcare leave will be without pay or other benefits and shall be treated like any other voluntary leave of absence. It is further understood that the Education District shall not be required to permit the employee to return to his/her employment prior to the date designated as the expiration date of the child care leave except that an employee will be allowed to return to his/her position prior to the previously agreed upon expiration date in the event of the death of a child. Example: Jane works one hundred sixteen (116) days of the year she took maternity leave (maternity leave counts at workdays up to the twelve (12) weeks however any additional requested days beyond the twelve (12) weeks do not count towards work days unless the employee qualifies under FMLA due to health issues related to the birth) she would be advanced on the seniority and salary schedules. However, if Bob did not work one hundred ten (110) days during a year due to medical issues and used personal days, he would not advance on either the seniority or salary schedules. Employees must work at least one hundred ten (110) days in a year for advancement on seniority and salary schedules.

Section 2. Eligibility for Group Insurance Programs: A full-time employee on an uncompensated leave of absence shall be eligible to participate in group insurance programs if permitted under the insurance policy provisions but shall pay the entire premium commencing with the beginning of the uncompensated leave. The right to continue participation in such group insurance programs will terminate if the employee does not return to the Education District pursuant to this Article.

Section 3. Health Leave: An employee who is unable to work because of personal illness or disability and who has exhausted all accumulated paid sick leave available will be granted an additional leave of absence without pay for the duration of such illness or disability up to one (1) year. The leave may be renewed each year upon written request by the employee and acceptance by the Education District Board. The employee is required to notify the Education District a minimum of one hundred twenty (120) days prior to the end of their leave of their intent to return

to work. Lack of notification within the one hundred twenty (120) days prior to their return is considered a resignation.

Section 4. Personal Unpaid Days: An employee who requests unpaid days for non-previously specified reasons in this contract may be granted up to three (3) unpaid days in a contract year only if the employee has used all personal days. No unpaid days will be granted in the last ten (10) days of the school year.

Section 5. Family and Medical Leave Act (FMLA): FMLA leave shall be granted pursuant to applicable law.

ARTICLE XI COMPENSATED LEAVE

Section 1. Sick Leave:

Subd. 1. Earning: At the beginning of each school year, employees shall be credited with fifteen (15) days sick leave allowance. Paraprofessionals working under the six (6)-month probationary period shall accrue sick leave on a prorated monthly basis. The remainder of their annual allotment of sick days shall be awarded following the completion of their probationary period. The Education District has an online time reporting system making it unnecessary to provide a written statement as employees have access to that information through the online system at all times.

Subd. 2. Accumulation: Unused sick leave days may accumulate to a maximum of one hundred fifty (150) days of sick leave per employee.

Subd. 3. Use: Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to the employee's illness and/or disability which prevented his/her attendance at school and performance of duties on that day or days. Also, an employee may use his/her accumulated sick leave for family members, pursuant to Minn. Stat. § 181.9413, and the Education District will limit such use of sick leave as provided in the statute. Sick leave may also be used to ensure personal safety in the event of domestic abuse, sexual assault, or intimate-partner stalking.

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

Subd. 4. Medical Certificate: If the Education District believes that an employee is abusing sick leave, it may require an employee 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. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 5. Deduction of Used Days: Sick leave allowed shall be deducted from the accumulated sick leave days earned by the employee.

Subd. 6. Approval: Sick leave pay shall be approved only upon the employee's submission of a signed request.

Subd. 7. Wellness Leave: Employees who use between 0-4 sick days and no unpaid leave days during a semester will earn a One Hundred Dollar (\$100) stipend to be paid in the following paycheck.

Section 2. On-the-Job Injury: An employee injured on the job in the service of the Education District and collecting Workers' Compensation insurance for lost time may draw sick leave and receive full salary from the Education District. The salary will 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. Payout of Unused Sick Days: Employees voluntarily separating after ten (10) years of service to the Education District will qualify for unused sick leave at the rate of Twenty Dollars (\$20) per day times the number of their accumulated sick leave days. This pay will be put in the employee's VEBA account. In the event that the employee does not qualify for a VEBA account, the pay will be put into a 403(b) plan, subject to the limitations of those plans.

Section 4. Emergency Leave: An employee may use up to five (5) days sick leave if they for an emergency which requires the employee's attention and cannot be attended to during non-duty time, even if the emergency concerns an individual more than once in the school year.

Examples of emergencies include but are not limited to damage to an employee's home due to tornado or flood and other "acts of God."

Section 5. Bereavement Leave. An employee may use Personal Leave to attend the funerals of relatives or close personal friends. The Education District will allow three (3) days for bereavement leave for an immediate family member including child/spouse, mom/dad, brother/sister, guardians, mother in-laws, father in-laws, brother in-laws and sister in-laws. These days are not deducted from the employee's sick or personal time.

Section 6. Additional Emergency Leave: An employee may use sick leave if more than five (5) days of absence from the job are required due to illness or death in the immediate family. The immediate family shall include spouse, children, parents, stepparents, brothers, sisters, grandparents, grandchildren, mother in-laws, father in-laws, brother in-laws and sister in-laws, guardians, fiancé, and those persons living in the same household. The Director and/or his/her

designee shall have sole discretion as to granting or denying the request for more than five (5) days of compensated absence. In the event additional leave days are not approved, the employee shall have prorated wages deducted for any additional absence.

Section 7. Professional Leave:

Subd. 1. Eligible Use: The Education District agrees to provide, upon application by the employee and prior approval by the Director and/or his/her designee, the necessary funds for employees who desire to attend selected professional conferences or for visitations of other schools. The final decision shall be at the discretion of the Director and/or his/her designee. This provision is limited to two (2) days per year per individual.

Employees may request approval for conferences/visitations within Minnesota. The costs of travel, meals, lodging and registration fees shall be deemed appropriate expenses of the Education District, as well as the cost of the substitute needed to relieve the employee.

An employee desiring to attend conferences beyond the boundaries as described above, may request special approval from the Education District Board. The final decision for such special approval shall be at the sole discretion of the Education District Board.

Subd. 2. Education District's Request: The Education District also agrees to provide the necessary funds for employees to attend selected professional conferences or visitations to other schools if done at the request of the Education District.

Section 8. Jury Duty Pay: An employee who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the Education District, except the employee shall retain any mileage or meal allowance paid by the court.

Section 9. Personal Leave:

Subd. 1: Personal Leave Days: Each full-time employee shall be granted three (3) personal leave days per school year, cumulative to a maximum of six (6) personal leave days, to be deducted from sick leave. A personal leave day may be used for any purpose at the discretion of the employee.

Subd. 2. Prior Approval: Requests for personal leave must be made to the Director and/or his/her designee, except in the event of emergencies. Requests for more than three (3) consecutive days or twenty-four (24) hours of consecutive work of personal leave must be made to the Director and/or his/her designee at least sixty (60) days in advance, except in cases of an emergency.

Subd. 3. Use: Personal leave shall be taken in a minimum of one (1)-hour increments.

Subd. 4. Personal Leave Sell Back - Employees shall have the option of selling back one (1) unused Personal Leave day to the Education District per year, equaling their hours in their work day (employee must have at least five (5) days in their bank to sell back a day) Employees must have at least thirty-two (32) hours of personal leave accrued in order to sell back a day.

Certified Employees: At their daily rate of pay.

Hourly Employees: -At their daily rate of pay.

All requests must be made in writing between June 1 and 15 of each calendar year.

Section 10. Exclusive Representative Leave: The Education District agrees to provide up to three (3) days per year paid time off to the Exclusive Representative for use by elected officers or appointed representatives of the Exclusive Representative for the purpose of conducting the duties of the Exclusive Representative. The paid days may be used at any time during the two (2)-year contract period. The paid days shall apply to the Exclusive Representative in its entirety, and not to an individual elected official or appointed representative. The Exclusive Representative agrees to notify the Director at least two (2) working days prior to the date for the intended use of such leave and to pay the costs for any substitutes needed to relieve the participant, as may be required.

ARTICLE XII DISCIPLINE, DISCHARGE AND PROBATIONARY PERIOD

Section 1. Probationary Period: An employee shall serve a probationary period of six (6) months of continuous service in the Education District, during which time the Education District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee. 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 regarding any other provisions of the Agreement alleged to have been violated. Summer employment hours/days do not count toward meeting the probationary period.

Section 2. Probationary Period; Change of Classification: In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of three (3) calendar months in any such new classification. During this three (3)-month probationary period, if the Education District determines that the employee's performance in the new classification is unsatisfactory, the Education District shall have the right to reassign the employee to the former classification. Summer employment hours/days do not count toward meeting the probationary period.

Section 3. Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay or discharged only for just cause.

Section 4. Progressive Discipline:

Subd. 1. Purpose: The purpose of this Section is to set forth the procedures for, and the conditions under which employees may be disciplined. All discipline shall be for just cause and shall be subject to the grievance procedures found in Article XV of this Agreement. Except in cases of termination, all discipline administered shall have remediation as its goal.

Subd. 2. Progressive Discipline: Discipline normally shall occur in the sequence that follows.

- (a) **Oral Reprimand.** An oral reprimand shall be given to an employee in the presence of a union representative unless such representation is declined in writing, by the employee.
- (b) **Written Reprimand.** A written reprimand shall be placed in the employee's personnel file. Before a written reprimand is placed in an employee's file, a copy will be given to the employee in the presence of a union representative unless such representation is declined, in writing, by the employee. A copy also shall be provided to the union representative and president of the union upon written request of the employee. If there is no recurrence of the incident, which caused the letter to be placed in the file, the letter shall be expunged three (3) calendar years after it is placed in the employee's file. However, reprimands which deal with offenses related to child abuse reporting statutes shall remain permanently on file unless they are expunged in accordance with the grievance procedure or Minnesota Statutes.
- (c) **Suspension Without Pay and Termination.** An employee may be suspended without pay or terminated for just cause. The Director shall give written notice of the suspension or termination to the employee, along with the reasons for the suspension or termination, in the presence of a union representative unless such representation is declined, in writing, by the employee. A copy will be forwarded to the president of the union upon the employee's request. Within ten (10) working days after receipt of such notification, the employee may request a hearing before an arbitrator in accordance with the arbitration procedures set forth in the grievance procedure in Article XV. The arbitrator must issue a decision within thirty (30) calendar days after the close of the hearing. If no hearing is requested by the employee within the time limits specified, it shall be deemed acquiescence by the employee to the suspension or termination.

(d) **Exceptions.** Progressive discipline shall be applied, in the order specified above, unless the act is so egregious as to require greater discipline.

ARTICLE XIII

LAYOFFS

Section 1. Layoff: In the event of program reduction or staff cuts, employees shall be laid off based on the hiring date.

Section 2. Recall from Layoff: An employee within classification, will retain the right to recall for a period of two (2) years after the date of layoff.

Subd. 1: Notices: When on layoff an employee must file his/her name and address, to which any notice of reinstatement or availability of position shall be mailed, with the Education District personnel office. Proof of service by the person in the Education District depositing such notice to the employee at the last known address shall be sufficient. The employee on layoff shall be responsible to provide an address for forwarding of mail or for address changes. Failure of any notice to reach an employee shall not be the responsibility of the Education District if any notice has been mailed as provided in this article.

Subd. 2: Acceptance of Re-employment: If a position becomes available for a qualified employee who is on layoff, the Education District shall mail the notice to such employee, who shall have ten (10) days from the date of such notice to accept the re-employment. Failure to accept, in writing, within such a ten (10)-day period shall constitute a waiver on the part of the employee to any further rights of employment or reinstatement, and the employee shall forfeit any future reinstatement or employment rights.

Section 3. Tie Breaker: In the event of a staff reduction affecting employees that have the same hiring date, the Education District will have discretion to determine which employee will be first. In the event of a tie in seniority, the total number of hours worked the previous year for the Education District will determine seniority. If new employees are hired on the same start date, the hours worked up to the layoff date that year will be used to determine seniority. In the event that there is still a tie, the decision will be up to the Executive Director.

Section 4. Vacancies: In the event of a resignation or other vacancy, all qualified employees will be granted an opportunity to apply for the vacant position.

ARTICLE XIV

GRIEVANCE PROCEDURE

Section 1. Grievance Definition: "Grievance" means a written allegation by an employee that the employee has been injured as a result of a dispute or disagreement between the employee and

the Education District as to the interpretation or application of specific terms and conditions contained in this Agreement.

Section 2. Definitions and Interpretations:

Subd. 1. Days: Reference to days regarding time periods in the procedure shall refer to working days. A “working day” is defined as all weekdays not designated as holidays by state law.

Subd. 2. 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. 3. Filing and Postmark: The filing or service of any notice or document herein shall bear a certified postmark of the United States Mail or shall be personally served as evidenced by a stamp of the Exclusive Representative or Education District within the time period prescribed.

Section 3. Time Limitation and Waiver: A grievance shall not be valid for consideration unless the grievance is submitted to the Education District’s designee in writing, signed by the grievant(s), setting forth the facts and the specific provisions(s) of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date that the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver of that grievance. Failure to appeal a grievance from one level to another within the time periods provided below shall constitute a waiver of the grievance. An effort shall first be made to resolve an alleged grievance informally between the grievant(s) and the Education District’s designee.

Subd. 1. Level I: Following informal discussion with the immediate supervisor, the Education District’s designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Within ten (10) working days of receipt of the grievance, the Director or designee shall meet with the employee in an effort to resolve the grievance. The Director shall indicate his/her disposition of the grievance in writing within ten (10) working days of such meeting and shall furnish a copy thereof to the employee and the Chairperson of the Education District Board.

Subd. 2. Level II: If the employee is not satisfied with the disposition of the grievance by the Director, or if no disposition has been made within ten (10) working days of such meeting, the grievance shall be transmitted to the Education District Board by filing a written copy thereof

with the clerk of the Education District Board within five (5) days after receipt of the decision in Level II. Failure to file any grievance within such time period shall be deemed a waiver thereof.

The Education District Board, no later than its next regular meeting, shall meet with the employee and/or his/her representative. Disposition of the grievance in writing by the Education District Board shall be made no later than twenty (20) working days thereafter. A copy of such disposition shall be furnished to the employee.

Section 4. Denial of Grievance: Failure by the Education District to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal to the next level.

Section 5. Grievance Mediation: In the event that the grievant(s) and the Education District are unable to resolve any grievance, the parties may jointly agree to participate in mediation for the purpose of compromising, settling, or resolving the grievance.

Subd. 1. Request: A request to submit a grievance to mediation must be made in writing, signed by the grievant(s) or the Education District, and delivered to the designee of the other party. The other party shall respond within five (5) working days to accept or deny the submission of a grievance to mediation.

Subd. 2. Selection of Mediator: A joint request for mediation shall be submitted to the Commissioner to assign a mediator.

Subd. 3. Mediation: The assigned mediator shall schedule one (1) or more mediation sessions. The mediation shall be conducted in conformance with Bureau of Mediation Services Policies and Procedures III.03 regarding Grievance Mediation. The mediator does not have authority to order discovery.

Subd. 4. Costs of Mediation: The costs of mediation shall be borne equally by both parties. Each party shall bear its own cost related to representation during the mediation process.

Subd. 5. Recommendation: The recommendations of the mediator, if any, shall be advisory only and shall not be binding on either party. No reference to the mediation or any recommendation therefrom may be used in any subsequent proceeding.

Section 6. Arbitration: If the employee is not satisfied with the disposition of the grievance by the Education District or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. No grievance shall be considered by the arbitrator, which has not been first duly processed in accordance with the grievance procedures set forth in this Article.

Subd. 1. Selection of Arbitrator: If the parties cannot agree on an arbitrator within five (5) working days after proper submission of a grievance under the terms of this Article, either

party may request a list of arbitrators from the Minnesota Bureau of Mediation Services (BMS), providing such request is made within twenty (20) working days after the Education District Board's disposition of the grievance. The arbitrator shall have no power to alter, add to, or subtract from the terms of this contract.

Subd. 2. Decision: Both parties agree to be bound by the decision of the arbitrator in cases properly brought before him/her, subject to the limitations of arbitration decisions as provided in the PELRA. The decision shall be issued to the parties by the arbitrator and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

Subd. 3. Expenses: The fees and expenses of the arbitrator shall be shared equally by the parties. Processing of all grievances shall be during the normal workday whenever possible, and employees shall not lose wages due to their necessary participation.

Section 7. Extension of Time Limits: The parties, by mutual written agreement, may extend any time limits in the grievance procedure. Any grievance arising prior to the expiration date of this Agreement may be processed through the grievance process until resolution. No reprisals of any kind will be taken by the Education District or its administration against any employee because of his/her participation in the grievance procedure.

ARTICLE XV DURATION

Section 1. Duration: This Agreement shall remain in full force and effect from July 1, 2023, through June 30, 2025, and thereafter pursuant to PELRA. If either party desires to modify or amend this Agreement commencing on July 1, 2023, it shall give written notice to such intent no later than April 15, 2025.

Section 2. Effect: This Agreement constitutes the full and complete agreement between the Education District and the Exclusive Representative representing the employees of the Education District. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, Education District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the Education District to continue or discontinue existing or past practices or prohibit the Education District from exercising all management rights, functions, and prerogatives, except insofar as its exercise would be in express violation of any term or terms of this Agreement.

Section 3. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or 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 4. Publication: Within twenty-one (21) days after this Agreement is reached by the parties, the Education District shall prepare and electronically send a PDF copy to the Exclusive Representative for distribution to the employees, and for its own use.

Appendix A

Grievance / Harassment Report Form

Name:

Assignment:

Date Grievance Filed:

Date Grievance Occurred:

Statement of the Grievance:

Specific provisions of Agreement allegedly violated:

Particular relief sought:

Dated:

By: _____
Signature of Grievant

By: _____
Signature of Exclusive
Representative

Appendix B

River Bend Education Minnesota Local No. 4860 (Non-Licensed)

Salary Schedule A

2023-2024

	SECRETARY	INTERPRETER NONCERTIFIED	INTERPRETER CERTIFIED	BEHAVIOR SPECIALIST NONCERT	BEHAVIOR SPECIALIST CERTIFIED	PTA CERTIFIED	PARA	RISE PARA
1	\$17.71	\$25,960.12	\$27,640.05	\$29,557.91	\$40,000.00	\$42,000.00	\$18.00	\$18.50
2	\$18.24	\$26,738.92	\$28,469.25	\$30,444.65	\$41,200.00	\$43,260.00	\$18.54	\$19.06
3	\$18.78	\$27,541.09	\$29,323.33	\$31,357.99	\$42,436.00	\$44,557.80	\$19.10	\$19.63
4	\$19.35	\$28,367.32	\$30,203.03	\$32,298.73	\$43,709.08	\$45,894.53	\$19.67	\$20.22
5	\$19.93	\$29,218.34	\$31,109.12	\$33,267.69	\$45,020.35	\$47,271.37	\$20.26	\$20.82
6	\$20.13	\$29,510.53	\$31,420.21	\$33,600.36	\$45,470.56	\$47,744.08	\$20.46	\$21.03
7	\$20.33	\$29,805.63	\$31,734.41	\$33,936.37	\$45,925.26	\$48,221.52	\$20.67	\$21.24
8	\$20.53	\$30,103.69	\$32,051.76	\$34,275.73	\$46,384.51	\$48,703.74	\$20.87	\$21.45
9	\$20.74	\$30,404.73	\$32,372.27	\$34,618.49	\$46,848.36	\$49,190.78	\$21.08	\$21.67
10	\$20.94	\$30,708.77	\$32,696.00	\$34,964.67	\$47,316.84	\$49,682.68	\$21.29	\$21.88
11	\$21.15	\$31,015.86	\$33,022.96	\$35,314.32	\$47,790.01	\$50,179.51	\$21.51	\$22.10
12	\$21.37	\$31,326.02	\$33,353.19	\$35,667.46	\$48,267.91	\$50,681.31	\$21.72	\$22.32
13	\$21.58	\$31,639.28	\$33,686.72	\$36,024.14	\$48,750.59	\$51,188.12	\$21.94	\$22.55
14	\$21.79	\$31,955.67	\$34,023.59	\$36,384.38	\$49,238.10	\$51,700.00	\$22.16	\$22.77
15	\$22.01	\$32,275.23	\$34,363.82	\$36,748.22	\$49,730.48	\$52,217.00	\$22.38	\$23.00
16	\$22.23	\$32,597.98	\$34,707.46	\$37,115.71	\$50,227.78	\$52,739.17	\$22.60	\$23.23
17	\$22.46	\$32,923.96	\$35,054.53	\$37,486.86	\$50,730.06	\$53,266.56	\$22.83	\$23.46
18	\$22.68	\$33,253.20	\$35,405.08	\$37,861.73	\$51,237.36	\$53,799.23	\$23.06	\$23.70
19	\$22.91	\$33,585.73	\$35,759.13	\$38,240.35	\$51,749.73	\$54,337.22	\$23.29	\$23.93

Appendix C

River Bend Education Minnesota Local No. 4860 (Non-Licensed)

Salary Schedule B

2024-2025

	SECRETARY	INTERPRETER NONCERTIFIED	INTERPRETER CERTIFIED	BEHAVIOR SPECIALIST NONCERT	BEHAVIOR SPECIALIST CERTIFIED	PTA CERTIFIED	PARA	RISE PARA
1	\$17.97	\$26,349.52	\$28,054.65	\$30,001.28	\$40,600.00	\$42,630.00	\$18.27	\$18.78
2	\$18.51	\$27,140.01	\$28,896.29	\$30,901.32	\$41,818.00	\$43,908.90	\$18.82	\$19.34
3	\$19.07	\$27,954.21	\$29,763.18	\$31,828.36	\$43,072.54	\$45,226.17	\$19.38	\$19.92
4	\$19.64	\$28,792.83	\$30,656.07	\$32,783.21	\$44,364.72	\$46,582.95	\$19.96	\$20.52
5	\$20.23	\$29,656.62	\$31,575.76	\$33,766.70	\$45,695.66	\$47,980.44	\$20.56	\$21.13
6	\$20.43	\$29,953.19	\$31,891.51	\$34,104.37	\$46,152.61	\$48,460.24	\$20.77	\$21.35
7	\$20.63	\$30,252.72	\$32,210.43	\$34,445.41	\$46,614.14	\$48,944.85	\$20.98	\$21.56
8	\$20.84	\$30,555.24	\$32,532.53	\$34,789.87	\$47,080.28	\$49,434.30	\$21.19	\$21.77
9	\$21.05	\$30,860.80	\$32,857.86	\$35,137.77	\$47,551.08	\$49,928.64	\$21.40	\$21.99
10	\$21.26	\$31,169.40	\$33,186.44	\$35,489.14	\$48,026.60	\$50,427.93	\$21.61	\$22.21
11	\$21.47	\$31,481.10	\$33,518.30	\$35,844.04	\$48,506.86	\$50,932.20	\$21.83	\$22.43
12	\$21.69	\$31,795.91	\$33,853.48	\$36,202.48	\$48,991.93	\$51,441.53	\$22.05	\$22.66
13	\$21.90	\$32,113.87	\$34,192.02	\$36,564.50	\$49,481.85	\$51,955.94	\$22.27	\$22.89
14	\$22.12	\$32,435.01	\$34,533.94	\$36,930.15	\$49,976.67	\$52,475.50	\$22.49	\$23.11
15	\$22.34	\$32,759.36	\$34,879.28	\$37,299.45	\$50,476.43	\$53,000.26	\$22.71	\$23.35
16	\$22.57	\$33,086.95	\$35,228.07	\$37,672.44	\$50,981.20	\$53,530.26	\$22.94	\$23.58
17	\$22.79	\$33,417.82	\$35,580.35	\$38,049.17	\$51,491.01	\$54,065.56	\$23.17	\$23.81
18	\$23.02	\$33,752.00	\$35,936.16	\$38,429.66	\$52,005.92	\$54,606.22	\$23.40	\$24.05
19	\$23.25	\$34,089.52	\$36,295.52	\$38,813.95	\$52,525.98	\$55,152.28	\$23.64	\$24.29

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

For

For

RIVER BEND EDUCATION MINNESOTA
LOCAL NO. 4860


RIVER BEND EDUCATION DISTRICT
NO. 6049



President, RBEM



Chair



Negotiations Member, RBEM



Clerk

Negotiations Member, RBEM

Dated: 8/22/2023

Dated: 8/22/2023

