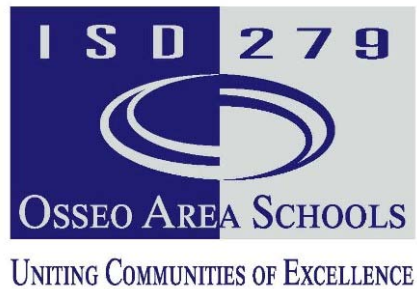


**AGREEMENT ON TERMS AND CONDITIONS OF EMPLOYMENT**

**BETWEEN**



**BOARD OF EDUCATION  
INDEPENDENT SCHOOL DISTRICT 279/OSSEO AREA SCHOOLS  
MAPLE GROVE, MINNESOTA**

**AND**

**EDUCATION MINNESOTA - OSSEO**

**July 1, 2008 through June 30, 2010**

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## **ARTICLE I PURPOSE OF AGREEMENT**

**Section 1. Parties:** This Agreement, entered into between the School Board, Independent School District 279, Maple Grove, Minnesota, hereinafter referred to as the School Board and the Education Minnesota - Osseo Registered Nurses and Licensed Practical Nurses hereinafter referred to as the employee(s), is pursuant to and in compliance with the Public Employment Labor Relations Act, hereinafter referred to as the PELRA, and provides the terms and conditions of employment for employees during the term of this Agreement.

## **ARTICLE II EMPLOYEE REPRESENTATIVE**

**Section 1. Appropriate Unit:** Education Minnesota - Osseo will represent all the Registered Nurses and Licensed Practical Nurses of the School District as defined in this Agreement and in the PELRA.

**Section 2. Recognition:** In accordance with the PELRA, the School Board recognizes Education Minnesota - Osseo as the exclusive representative of Registered Nurses and Licensed Practical Nurses employed by the School Board of Independent School District 279. The exclusive representative will have those rights and duties as described by the PELRA and as described in this Agreement.

## **ARTICLE III DEFINITIONS**

**Section 1. Terms and Conditions of Employment:** Will mean the hours of employment, the compensation therefore, including fringe benefits, except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees, but does not mean educational policies of the School District. The terms in both cases are subject to the provisions of the PELRA.

**Section 2. Registered Nurses and Licensed Practical Nurses:** Will mean persons employed by the School Board in a capacity exclusively associated with the School Board's health services program. The term employee as used herein will not include confidential employees, supervisory employees, essential employees, part time employees whose service does not exceed the lesser of fourteen (14) hours per week or thirty-five (35) percent of the normal work week in the bargaining unit, employees whose positions are basically temporary or seasonal in character and are not for more than sixty-seven (67) working days in any calendar year, and emergency employees.

**Subd. 1. Registered Nurse:** Will mean all persons employed by the School District in a position for which the person must be licensed as a Registered Nurse.

**Subd. 2. Licensed Practical Nurse I:** Will mean all persons employed by the School District in a position for which the person must be licensed as a Licensed Practical Nurse.

Subd.3. Licensed Practical Nurse II: Will mean all persons employed by the School District in a position for which the person must be licensed as a Licensed Practical Nurse by the State of Minnesota who are specifically responsible for providing for the 1:1 health care needs of individual students who require frequent care throughout the school day in order to attend school.

**Section 3. School Board:** For purposes of administering this Agreement, the term "School Board" may also mean the designated representative.

**Section 4. Other Terms:** Terms not defined in this Agreement will have those meanings as defined by the PELRA.

## **ARTICLE IV SCHOOL DISTRICT RIGHTS**

**Section 1. Inherent Managerial Rights:** The employees recognize that the School 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 School District, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

**Section 2. Management Responsibilities:** The employees recognize the right and obligation of the School District to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

**Section 3. Effect of Laws, Rules and Regulations:** The exclusive representative recognizes that all employees covered by this Agreement will perform the services prescribed by the School District and will be governed by School Board policies, rules, regulations, directives and orders which are not inconsistent with the terms and conditions of employment set forth in this Agreement and which are issued by properly designated officials of the School District. Any provision of this Agreement found in violation of any law, rule or regulation there under, will be without force or effect.

**Section 4. Reservation of Managerial Rights:** The foregoing enumeration of School District rights and duties will not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

## **ARTICLE V EMPLOYEE RIGHTS**

**Section 1. Right to Views:** Pursuant to the PELRA, nothing contained in this Agreement will 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 on 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 employees; nor will it be construed to require any employee to perform labor or services against his/her will.

**Section 2. Right to Join:** Employees will have the right to form and join labor or employee organizations, and will have the right not to form and not to join such organizations. Employees in the unit will 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 School District.

**Section 3. Personnel Files:**

Subd. 1. Access: All individual employee evaluations and individual employee files generated within the School District will be available to the employee during regular School District hours upon the employee's written request in accordance with the PELRA.

Subd. 2. Request: Such written request will be made to the Human Resources Department. The department will schedule an appointment for the employee to review the employee's file and will notify the employee of such appointment.

Subd. 3. Review: The employee may review and have access to all the employee's evaluations and files generated in the School District only in the presence of the superintendent or designee.

Subd. 4. Right to Copy: The employee will have the right to reproduce any of the contents of his/her files at the employee's expense.

Subd. 5. Right to Response: The employee may submit for inclusion in his/her file a written response to any material contained in such file.

Subd. 6. Destruction/Expungement: The School District may destroy or expunge such files as provided by law.

**Section 4. Dues Check-Off:** Employees will have the right to request dues checkoff for the organization of the exclusive representative in accordance with the provisions of the PELRA, as amended. Upon receipt of a properly executed authorization form from the employee, the School District will deduct, in equal installments, from the employee's paycheck, the dues the employee has agreed to pay the exclusive representative during the effective period of authorization. The authorization will continue in effect until terminated by the employee in writing.

**Section 5. Fair Share Fee:** In accordance with the PELRA, any employee included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative.

Subd. 1. Claims Against the School District: The exclusive representative hereby warrants and covenants that it will defend, indemnify and save the School District harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the exclusive representative as provided herein.

**Section 6. Political Action Committee (PAC) Deduction:** Employees will have the right to request a payroll deduction as a method of contributing to the Education Minnesota - Osseo PAC.

Subd. 1. Authorization: Upon receipt of properly executed authorization card, the School District will make the designated deduction per paycheck.

Subd. 2. Terms of Authorization: Authorization cards will be filed with the payroll department by the employee and will continue in effect until revoked by the employee on a form provided by the School District (payroll department). Application for PAC deduction will be accepted at any time with change in payment reflected as soon as is practicable, but within forty-five (45) days.

Subd. 3. Schedule of Deductions: Deductions will be made in eighteen (18) equal installments beginning on September 5 and ending on May 20.

**Section 7. Probation and Regular Status:** New employees will be considered probationary employees until they have completed nine (9) working months of employment. During this time, they will have no seniority privileges and may be transferred, discharged, reduced in hours of assignment, or terminated in the event of job elimination. Upon completion of nine (9) working months of employment, the employee will establish regular status unless otherwise notified in writing by the employer prior to that date.

**Section 8. Seniority – Registered Nurses and Licensed Practical Nurses I:**

Subd. 1. Seniority Date: An employee's seniority date will be the original date of employment in the School District within the unit. If the original date is the same between two or more employees, the School District will meet and confer with the employee representatives to determine a process to break the tie.

Subd. 2. Forfeiture: An employee who is discharged, resigns, or does not report for an assignment after being recalled will forfeit all seniority rights.

Subd. 3. Seniority List: A current seniority list of regular-status employees will be posted and maintained on the School District's webpage.

Subd. 4. Request for Change: Upon initial hire (or rehire) the employee will be informed via a hire confirmation letter from Human Resources of his/her seniority date. The employee will have fifteen (15) work days from receipt of the hire

confirmation letter to surface any dispute about his/her seniority date and request for a change to Human Resources. Thereafter, the School District will rely on the seniority date as being correct.

**Section 9. Holidays:** Employees will be granted six (6) paid holidays as determined by the School Board prior to July 1 each year.

The following six (6) paid holidays will be granted:

Thanksgiving	Winter Holidays (2 days)
New Year's Day	Presidents' Day or Martin Luther King, Jr.
Spring Holiday	

**Section 10. Posting of Positions:** Vacancies to be filled will be posted for a period of five (5) working days. Employees interested in applying should make application to Human Resources. Employees who apply during the designated time frame will be considered on the basis of previous work experience, training, and job performance. Management reserves the right to make the final decision in filling positions, including the right to transfer or reassign employees. In the case of involuntary transfer or reassignment, management will first discuss with the employee(s) the need for the transfer or reassignment and consider the assignment preference(s) of the employee(s) involved before finalizing the transfer or reassignment decision.

**Section 11. Job Elimination – Registered Nurses and Licensed Practical Nurses I:**

Subd. 1. Seniority: In the event of job elimination requiring layoff, the employee with the least seniority in the unit will be laid off first. If the seniority date is the same, the District and the union will meet and confer to determine a process for breaking the tie.

Subd. 2. Recall List: A regular-status employee who has been displaced due to a layoff will be placed on a recall list. When a position becomes available, the most senior qualified employee will be recalled first. If the employee fails to report to work upon two (2) weeks notice of recall, this will cause the employee to lose all recall rights.

Subd. 3. Recall Period: A regular employee will be kept on the recall list up to twelve (12) months after the layoff if no position has been offered.

**Section 12. Job Elimination – Licensed Practical Nurses II:** In the event of job elimination requiring layoff, employees will be terminated at the discretion of the program supervisor.

**Section 13. Other Rights:** Employees will have all other rights prescribed by PELRA.

**ARTICLE VI  
BASIC SCHEDULES AND RATES OF PAY**

**Section 1. Conditions:**

Subd. 1. Hours: Employees covered by this Agreement are part-time employees and will not regularly exceed thirty-five (35) hours per week in any combination of duties without prior approval. All work assigned beyond the normal assignment will have prior approval from Human Resources or supervisor. All such work assigned up to forty (40) hours per week will be performed at the regular wage rate.

Subd. 2. Placement on Schedule: New personnel covered by this Agreement and employees changing positions included in this Agreement will be assigned and placed on the wage scale at the discretion of Human Resources.

Subd. 3. Overtime Compensation: Hours worked beyond forty (40) hours per week will be paid at time and one-half. All overtime work must be authorized in advance by the supervisor.

Subd. 4. Duty Free Lunch: Each employee will have a duty-free lunch period of thirty (30) minutes. Emergencies causing interruption of duty-free lunch period will be compensated at regular rate. If the employee is on-call and working, the employee will be compensated at their regular hourly rate.

**Section 2. Wages and Conditions:**

Subd. 1. Rates of Pay: The following hourly rates will be for the period of July 1, 2008 to June 30, 2010 for all Registered Nurses.

<u>Step</u>	<u>2008-2009 Rate/Hour</u>	<u>2009-2010 Rate/Hour</u>
1	\$19.38	\$19.38
2	\$20.71	\$20.71
3	\$22.44	\$22.44
*	\$22.94	\$22.94
**	\$23.09	\$23.09

\*A career increment of .50 per hour will be paid for all Registered Nurses who have ten (10) or more years of consecutive employment in Independent School District 279.

\*\*An additional \$.15 per hour will be paid for all Registered Nurses who have twenty (20) or more years of consecutive employment.

The following hourly rates will be for the period of July 1, 2008 to June 30, 2010 for all Licensed Practical Nurses I and Licensed Practical Nurses II:

<u>Step</u>	<u>2008-2009 Rate/Hour</u>	<u>2009-2010 Rate/Hour</u>
1	\$15.30	\$15.30
2	\$16.83	\$16.83
3	\$18.46	\$18.46
*	\$18.96	\$18.96

\*A career increment of \$.50 per hour will be paid for all Licensed Practical Nurses who have ten (10) or more years of consecutive employment in Independent School District 279.

Subd. 2. Work Year: The work year for Registered Nurses and Licensed Practical Nurses I will begin three (3) days prior to students reporting and end with the last day students are in attendance. The work year for Licensed Practical Nurses II will be the same as the student contact days. Additional days may be added at the discretion of the District.

Subd. 3. Hours: Registered Nurses and Licensed Practical Nurses I staff resources will be appropriately distributed and assigned as determined by the identified health needs of students in each school building/program, available financial resources, and School District Administration. Licensed Practical Nurses II are assigned at the discretion of the School District Administration.

Subd. 4. Step Movement: Each employee who has completed a full year of employment will move to the next step of the wage scale on the employment anniversary date.

**Section 3. Emergency Closing:** Employees' attendance will not be required whenever students and teacher attendance for the entire School District is not required due to inclement weather or emergency closing. Employees will be paid for three (3) days, per school year, for their normal work assignment when school is closed. This provision will apply for full days only when school has been cancelled prior to the opening of the normal school day.

In the event school is closed early due to inclement weather or emergency closing, employees will be allowed to leave approximately one-half (1/2) hour after students have been released or at their usual ending time, whichever ever comes first. Employees will be paid for their normal work assignments on these days.

**ARTICLE VII  
GROUP BENEFITS/INSURANCE**

**Section 1. Health and Hospitalization Insurance for Full-Time Employees (employees scheduled to work 32 or more hours weekly):** The selection of insurance carriers and policies will be made by the School District.

Subd. 1. Basic Group Health and Hospitalization Plans:

a) Single Coverage:

1. The School District will pay the total premium cost for Single coverage for each full-time employee who qualifies for and enrolls in the School District's deductible group health and hospitalization plan.
2. The School District will pay up to a maximum of \$473.76 in premium for employees who are enrolled in a higher cost plan. Any portion of the premium amount that exceeds the School District contribution will be paid by the employee and paid by payroll deduction.

b) Employee +1 Coverage:

1. The School District will pay seventy-five percent (75%) of the total premium cost for Employee +1 coverage for each full-time employee who qualifies for and enrolls in the School District's deductible group health and hospitalization plan.
2. The School District will pay up to a maximum of \$710.96 in premium for employees who are enrolled in a higher cost plan. Any portion of the premium amount that exceeds the School District contribution will be paid by the employee and paid by payroll deduction.

c) Family Coverage:

1. The School District will pay seventy-five percent (75%) of the total premium cost for Family coverage for each full-time employee who qualifies for and enrolls in the School District's deductible group health and hospitalization plan.
2. The School District will pay up to a maximum of \$1,137.49 in premium for employees who are enrolled in a higher cost plan. Any portion of the premium amount that exceeds the School District contribution will be paid by the employee and paid by payroll deduction.

d) VEBA Contribution:

1. For those employees who elect to participate in the deductible health and hospitalization plan, the School District will make an annual contribution to a VEBA trust for the employee as follows:
    - a. For employees who select Single coverage, the School District will contribute \$504 annually;
    - b. For employees who select Employee +1 coverage, the School District will contribute \$1020 annually;
    - c. For employees who select Family coverage, the School District will contribute \$1200 annually.
  2. Those employees who elect to participate in the deductible plan will receive the annual VEBA contribution pro-rata (annual contribution/12 times number of months enrolled) in equal installments consistent with the payroll cycle.
- e) The School District will pay the cost for the administration of the deductible health and hospitalization plan and any trustee fees.

Subd. 3. Married Couples in District with Family Coverage: When an employee and his/her spouse are both employed by the School District and are eligible for the School District's group health and hospitalization plan, one employee will be provided the contribution for Family coverage in the plan. Additionally, in the event both employees enroll in the same hospitalization dependent plan, full premium for Single coverage of the plan will be credited toward the premium cost of the Family/Employee +1 plan elected by the employees. Any additional cost of the premium will be borne by the employee and paid by payroll deduction.

Subd. 4. Group Term Life Insurance: The School District will pay the premium for group term life insurance for all full-time employees employed by the School District who qualify for and enroll in the existing group term life insurance plan of the School District. Full-time employees who qualify and enroll will be covered by group term life insurance up to the employee's base annual salary calculated to the nearest \$500.

Subd. 5. Supplemental Group Term Life Insurance: Full-time employees will have the option, subject to the conditions established by the School Board's carrier for group term life insurance as provided in Subd. 3 of this Section, to purchase supplemental group term life insurance in the amounts of \$50,000, \$75,000, \$100,000 or \$125,000 not to exceed 3 x annual salary. The cost of the supplemental coverage shall be borne by the employee and paid by payroll deductions.

Subd. 6. Long-Term Disability Income Protection: The School District will pay the premium for employee coverage in the existing long-term disability income protection plan of the School Board for all full-time employees who qualify for and enroll in such coverage. This coverage will apply up to the employee's base annual salary.

Subd. 6. Dental Insurance:

- a. Single Coverage: The School District will pay the full premium per month for individual coverage for each full-time employee who qualifies for and enrolls in the School District's group dental insurance plan. Any additional cost of the premium will be borne by the employee and paid by payroll deduction.

District contribution per month <u>2008/2009</u>	District contribution per month <u>2009/2010</u>
\$28.00	\$29.00

- b. Family Coverage: The premium cost of the family/dependent coverage for each full-time employee who qualifies for and enrolls in the School District's group dental insurance plan and who qualifies for family/dependent coverage will be paid in total by the employee and paid by payroll deduction. Whether the district offers family/dependent coverage is subject to the conditions established by the carriers.

**Section 2. Health and Hospitalization Insurance for Part-Time Employees (employees scheduled to work 30 hours but less than 32 hours weekly):** The selection of insurance carriers and policies will be made by the School Board.

Subd. 1. Basic Group Health and Hospitalization Plans:

- a) Single Coverage: The School District will pay the total premium cost for Single coverage for each employee who qualifies for and enrolls in the School District's deductible group health and hospitalization plan. The School District will pay up to a maximum of \$460.44 in premium for employees who are enrolled in a higher cost plan. Any portion of the premium amount that exceeds the School District contribution will be paid by the employee and paid by payroll deduction.
- b) Employee +1 or Family Coverage: The employee may choose to purchase Employee +1 coverage or Family coverage at the cost of the Employee +1 coverage or Family coverage premium minus the monthly sum contributed by the School District towards the Single coverage rate described in Subd. 1a of this Section. The employee must qualify and enroll in the School District's deductible health insurance plan and qualify for dependent payroll deduction.

- c) VEBA Contribution: For those employees who elect to participate in the deductible plan, the School District will make a contribution to a VEBA trust as follows:
1. For employees who select Single coverage, the School District will contribute \$504 annually.
  2. For employees who select Employee +1 coverage, the School District will contribute \$1020 annually.
  3. For employees who select Family coverage, the School District will contribute \$1200 annually.
- d) Participants who enroll in the deductible plan will receive the VEBA contributions in equal installments consistent with the payroll cycle.
- e) The School District will pay the cost of the administration of the plan and the cost of the trustee.

**Section 3. Eligibility**: Full-time employees are eligible for group insurance. Those employees working a full school year schedule consisting of thirty-two (32) or more hours per week will be considered full-time for purposes of eligibility for group insurance. Qualifications will include those established by the School District and the carrier of the coverage. Part-time employees, employees working 30 hours but less than 32 hours per week will be considered part-time for purposes of eligibility for group insurance.

**Section 4. Enrollment**: All employees qualifying will enroll for such coverages in accordance with the procedures established by the School District.

**Section 5. Claims Against the School District**: It is understood that the School District's obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim will be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

**Section 6. 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 will cease effective on the last day of the month in which employment terminates.

**Section 7. Insurance Program Eligibility in the Event of Retirement**: An employee who retires is eligible to participate in the health/hospitalization plan upon retirement per Minnesota Statute, but must pay the entire premium for the plan selected. The right to continue participation in such plan will be in accordance with conditions of the carrier and/or until they qualify for coverage under another program.

**Section 8. Section 125 Plan:** The School District will provide a Section 125 Plan under the Internal Revenue code for all employees.

Subd. 1. Description: The Section 125 Plan (Flexible Spending Plan) offered by the School District is a plan established to provide a way to save money on costs for medical and dependent care expenses. The three components allow payment for health insurance premiums, certain out-of-pocket health care expenses, and dependent care expenses with pre-tax dollars. It is a salary reduction plan permitting participants to choose among more than one benefit. It is classified as a "Cafeteria Plan" for federal income tax purposes.

The plan year will be determined by the School Board. There are three components to the plan:

1. Health insurance premium deduction with pre-tax dollars.
2. Dependent care reimbursement account.
3. Medical expense reimbursement account.

**Section 9. Deferred Compensation Programs:** In accordance with Section 457 or 403b of the internal revenue code and MS.356.24, the School Board will match the contribution of an eligible employee according to the following schedule towards either the Minnesota State Deferred Compensation Program (Section 457) or an approved 403b tax sheltered annuity plan. The plan must meet the School District's guidelines for approval. The contribution and match are forwarded each pay period to the plan account.

District Match Effective July 1, 2007  
\$360 – After 3 Years of Service

## **ARTICLE VIII LEAVES OF ABSENCE**

### **Section 1. Sick leave:**

Subd. 1. Earn: Registered Nurses and Licensed Practical Nurses I will be granted sick leave at the rate of 1.33 days per month worked for a total of twelve (12) days annually. Licensed Practical Nurses II will accrue sick leave at the rate of one (1) day per month worked for a total maximum of ten (10) days annually. A "day" of sick leave is defined as the normal working day of the employee. Unused sick leave days may accumulate to unlimited days leave per employee. Such accrual will be non-retroactive.

Subd. 2. Use: Sick leave with pay will be allowed when an employee's absence is due to personal illness which prevented his/her attendance at work and performance of duties on that day or days, provided that the employee has unused sick leave at the time of such absence. Sick leave may also be used for the illness of a minor child as provided for in M.S. 181.9413 (Sick or Injured Child Care Leave) provided the employee has unused sick leave at the time of the absence.

Subd. 3. Medical Verification: The School District 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. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School District. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 4. Deduction: Sick leave allowed will be deducted from sick leave days accrued by the employee.

Subd. 5. Approval: Sick leave pay will be approved only upon submission of assigned request on the authorized sick leave pay request form provided by the School District.

Subd. 6. Excess Use: Any days used in excess of the number of days of sick leave accrued will be without pay.

Subd. 7. Use -Absences Covered by Workers' Compensation and/or Long-term Disability (LTD):

- a. Upon the request of an employee who is absent from work as a result of a compensable injury incurred in the service of the School Board under the provisions of the Workers' Compensation Act and/or an absence covered by the School District's long-term disability insurance, the School Board will pay the difference between the compensation received pursuant to the Workers' Compensation Act and/or LTD by the employee and the employee's base rate of pay to the extent of the employee's earned accrual of sick leave.
- b. A deduction will be made from the employee's accrued sick leave according to the pro rata portion of days of sick leave which is used to supplement workers' compensation and/or LTD payments.
- c. Such payment will be paid by the School Board to the employee only during the period of disability.
- d. In no event will the additional compensation paid to the employee by virtue of sick leave pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the base compensation of the employee.
- e. An employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act and/or an absence qualifying the employee for LTD payments who elects to receive sick leave pursuant to this Agreement, will submit his/her workers' compensation check and/or LTD payment, endorsed to the School Board prior to receiving payment from the School District for this absence.

## **Section 2. Family Illness**

**Subd. 1. Use:** Employees may be granted up to ten (10) days absence per year for illness in the employee's or spouse's immediate family. The immediate family will include father, mother, sister, brother, husband, wife, son, daughter, son-in-law, daughter-in-law, grandfather, grandmother, grandchildren, guardian, and any other relative or non-relative who stands in the same relationship with the employee. Such absences will be deducted from accrued sick leave. If the employee does not have accrued sick leave, an amount equal to the cost of a substitute rate of pay will be deducted from the employee's salary.

## **Section 3. Bereavement Leave:**

**Subd. 1. Use – Immediate Family:** An employee will be granted up to five (5) days for absence due to death of each member of the employee's or spouse's immediate family. The immediate family will include father, mother, sister, brother, husband, wife, son, daughter, grandfather, grandmother, son-in-law, daughter-in-law, grandchildren, guardian and any other relative or non-relative who stands in the same relationship with the employee. Such absences will be deducted from accrued sick leave. If the employee does not have sufficient accrued sick leave, an amount equal to the cost of a substitute's rate of pay will be deducted from the employee's salary.

**Subd. 2. Use – Not Immediate Family:** Absence due to the death of a person, not listed in Subd. 1 will be limited to one (1) day per year. Such absence will be deducted from accrued sick leave. If the employee does not have sufficient accrued sick leave, an amount equal to the cost of a substitute will be deducted from the employee's salary.

**Section 4. Personal Leave:** An employee will be credited with one (1) personal leave day per year, accumulative to five (5) days. Personal leave may be used for activities requiring the employee's personal attention not covered under other provisions of this Agreement.

**Subd. 1. Request:** Requests for personal leave must be made at least three (3) days in advance of the leave, except in event of emergencies.

**Subd. 2. Limit:** At no time will more than two (2) of the employees covered by this Agreement be granted personal leave.

**Subd. 3. Exclusion:** A personal leave day may be granted on the first and last days of the student school year; however, such leave will only be granted for special circumstances with written explanation by the employee and approval of School District Administration.

## **Section 5. Child Care/Adoption Leave:**

**Subd. 1. Purpose:** An employee, upon request, may be granted a leave for the purpose of child care of a newborn child or for the adoption of a child. The employee will be required to concurrently take a leave pursuant to the Family/Medical Leave Act (FMLA). This leave will be granted to one (1) parent of a newborn or adopted child provided such parent is caring for the child. Employees may be granted partial leaves of absence appropriate to the job assignment.

**Subd. 2. Request:** An employee making application for child care leave will inform Human Resources in writing of the intention to take the leave at least three (3) calendar months before commencement of the intended leave. For an adoption leave, the employee will inform Human Resources in writing at the earliest opportunity of the intention to take the leave.

**Subd. 3. Use of Sick Leave for Pregnancy:** If the reason for the leave is occasioned by pregnancy, an employee may utilize sick leave pursuant to the sick leave provisions of this Article during a period of physical disability. A pregnant employee will also provide at the time of the leave application, a statement from her licensed physician indicating the expected date of delivery.

**Subd. 4. Use of Sick Leave for Adoption:** An employee may request to use up to thirty (30) days of accumulated sick leave for adoption to assist in preparation and legal reasons of the adoption, as well as necessary travel and initial adjustment of the child. These days need not be taken consecutively.

**Subd. 5. Date of Leave:** The effective beginning date of a child care/adoption leave and its duration will be determined by mutual consent between the employee and Human Resources. In determining the date of the commencement and duration of the leave, Human Resources will review each case on its individual merits taking into consideration the following:

- a. The continuity of the health services program for students. The commencement of the leave should normally coincide with some natural break in the school year, e.g., winter vacation, spring vacation, end of a grading period, the end of the school year or the like.
- b. The request of the employee.
- c. The specific employment duties of the employee involved.
- d. The health and welfare of the employee, unborn child or adopted child.
- e. The recommendation of the employee's licensed physician.

**Subd. 6. Duration:** In making a determination concerning the commencement and duration of a childcare/adoption leave, the School Board will not in any event be required to:

- a. Grant any leave of more than twelve (12) months in duration.
- b. Permit the employee to return to his/her employment prior to the date designated in the request for the leave, unless by mutual agreement of the employee and the Human Resources.

Subd. 7. Approval of Leave: If the employee complies with all provisions of this Section and a leave is granted by the School Board, the employee will be notified in writing.

Subd. 8. Termination of Leave: Interruption of pregnancy will terminate the leave. Human Resources may require in such cases forty-five (45) days notice to return.

Subd. 9. Reinstatement: An employee returning from child care/adoption leave will be re-employed in the position occupied prior to the leave, subject to the following conditions:

- a. The position has not been abolished.
- b. The employee is not physically or mentally disabled from performing the essential duties of such position.

Subd. 10. Failure to Return: Failure of the employee to return pursuant to the date determined in this Section will constitute grounds for termination by the School District unless the School District and the employee mutually agree to an extension of the leave.

Subd. 11. Probationary Period: The parties agree that the applicable periods of probation for Registered Nurses and Licensed Practical Nurses are intended to be periods of actual service enabling the School District to have an opportunity to evaluate the employee's performance. The parties agree, therefore, that periods of time for which the employee is on child care/adoption leave will not be counted in determining the completion of the probationary period.

Subd. 12. Experience Credit: An employee who returns from child care/adoption leave within the provisions of this Section will retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Article at the commencement of the leave. The employee will not accrue additional experience credit for pay purposes or leave time during the period of absence.

Subd. 13. Salary: Any child care/adoption leave of absence granted under this Section will be a leave without pay except as provided in Section 1 of this Article.

Subd. 14. Insurance: An employee on child care/adoption leave of absence is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but will pay the entire premium for such programs as the employee wishes to retain, following FMLA.

Subd. 15. Notification to Return: An employee on child care/adoption leave of absence will be sent a Notification of Assignment from Human Resources by certified mail according to the following schedule:

- a. When the return date of the leave is intended to coincide with the opening of school, notification will be given by April 1st.
- b. At least sixty (60) days prior to the specified return of the leave when such date falls at any other time during the school year.

Subd. 16. Failure to Return Contract: The employee will lose all re-employment rights if the employee refuses or fails to return the contract by certified mail within ten (10) days.

## **Section 6. Long-Term Leave:**

Subd 1. Eligibility: Employees who have a minimum of three (3) years experience in the School District may apply for an unpaid leave of absence once during their district employment, due to health reasons, educational purposes, election to political office, approved travel or a career change/retraining. Additional leaves may be granted at the discretion of Human Resources for health reasons or election to political office.

Subd. 2. Requests: Requests for leaves must be made at least thirty (30) days in advance except in emergencies and submitted to the administrator in charge for his/her recommendation. Final approval will be made by Human Resources. Normally, the number of staff on approved leave at any given time will not exceed two.

Subd. 3. Duration: Leave may be granted for a period of time up to one (1) year.

Subd. 4. Verification: If the leave is for health purposes, a doctor's statement indicating the reason must be included with the request for long-term leave. If the leave is for educational purposes, a statement of acceptance into a full-time educational program in nursing (bachelor's degree program or beyond) must be included with the request for long-term leave.

Subd. 5. Benefits: An employee on leave will retain his/her accrued benefits as of the beginning date of the leave. No benefits will accrue during the period the employee is on leave.

Subd. 6. Reinstatement: An employee returning from long-term leave will be re-employed in the position he/she occupied prior to the leave, subject to the following conditions:

- a. That the position has not been abolished.

- b. That the employee is not physically or mentally disabled from performing the duties of such position.

Subd. 7. Notice to Return: An employee on long-term leave will be notified of the position and specified date of return by the Human Resources by certified mail at least sixty (60) days prior to the specified return date of said leave. The employee will lose all re-employment rights if the employee refuses or fails to notify the district of his/her intention to return within ten (10) days of this notification.

### **Section 7. Short-Term Leaves (Ten (10) Days or Less):**

Subd. 1. Salary: Short-term leave will be without pay.

Subd. 2. Duration: Short-term leave may be granted for not more than ten (10) working days during the period of this Agreement.

Subd. 3. Requests: Requests for short-term leave will be made five (5) days in advance except in the case of emergencies. The request will be on a leave of absence request (PF 21) and will clearly state the reason for such request.

Any special conditions or arrangements established by the administrator for a short-term leave, will be in writing to the individual requesting the leave. All conditions established must be met to be eligible for the leave.

Subd. 4. Approval: Short-term leave will be granted only in extraordinary circumstances and must be approved by Human Resources.

Subd. 5. Duration: Short-term leave will normally be available not more than once every year.

Subd. 6. Limit: The number of staff on short-term approved leave at any given time will not exceed two of the employees covered by this agreement.

### **Section 8. Jury Service:**

Subd. 1. Notice to District: Employees who receive a summons for jury service are to notify Human Resources immediately of the proposed dates of service.

Subd. 2. Remittance of Stipend: Employees who receive a stipend for a jury service are to reimburse the School District for the amount received minus the mileage allowance and parking allowance, if they were on jury service during school time.

Subd. 3. Pay: Employees will have no loss of pay as a result of jury service if the provisions of Subds. 1 and 2 are met. Failure to do so will result in a cost of sub deduct.

**Section 9. Religious Holiday Leave:** An employee may be granted up to three (3) days of religious holiday leave. An employee must make application to Human

Resources at least three (3) days prior to the religious holiday. Human Resources will notify the supervisor to make the necessary arrangements allowing the employee to make up the days at some other prearranged time. An employee may utilize provisions outlined in Section 4, Personal Leave, or may take the leave with full loss of pay.

**Section 10. Court Appearance Leave:**

Subd. 1. Request of School Board: When the School Board is a party in a litigation, and an employee of the School District appears at the request of the School Board or as codefendant in a case against the School Board, the employee will be entitled to his/her pay and no deduction of any leave provision will be charged to the employee.

Subd 2. Other Requests: If an employee receives a notice to supply information or testify in a civil or criminal court proceeding, as a result of their employment, they must notify their principal/supervisor and the Assistant Superintendent, Human Resources. If the employee must appear at the proceeding, the employee will be entitled to his/her pay and no deductions of any leave provisions will be charged to the employee. If the matter is a result of actions for which the employee has been found to have acted improperly and thus disciplined by the Assistant Superintendent, Human Resources, the day(s) absent will be deducted from Personal Leave or Short Term Leave referenced in this article.

Subd. 3. Action Against School Board: If the matter is a result of actions by the employee against the School Board/District, the day(s) absent will be deducted from personal leave or short-term leave. Additional short-term leave will be granted if necessary.

**Section 11. Eligibility for Leaves and Absences:** An employee who is regularly employed on a school year basis will be eligible for leave and absence benefits.

**ARTICLE IX  
GRIEVANCE PROCEDURE**

**Section 1. Grievance Definition:** A "grievance" will mean an allegation by an employee resulting in a dispute or disagreement between the employee and the School District as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

**Section 2. Representative:** The employee, supervisor, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.

**Section 3. Definitions and Interpretations:**

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

Subd. 2. Days: Reference to days regarding time periods in this procedure will refer to working days. A working day is defined as all week days not designated as holidays by state law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run will not be included. The last day of the period so computed will be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein will be timely if it bears a postmark of the United States mail within the time period.

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

**Section 5. Adjustment of Grievance:** The School Board and the employee will attempt to adjust all grievances which may arise during the course of employment of any employee within the School District in the following manner:

Subd. 1. Informal Discussions: Before a written grievance is submitted, informal discussions will take place between the aggrieved party, the principal or supervisor. Through these discussions, the parties will attempt to resolve the problem.

Subd. 2. Level I: If the grievance is not resolved through informal discussions, the aggrieved party may submit the grievance in writing to the Assistant Superintendent, Human Resources. The Assistant Superintendent, Human Resources will give a written decision on the grievance to the parties involved within five (5) days after receipt of the written grievance.

Subd. 3. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the superintendent, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the superintendent, the superintendent or designee will set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the superintendent or designee will issue a decision in writing to the parties involved.

Subd. 4. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in

writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board will set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the School Board will issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board will then render its decision.

**Section 6. School Board Review:** The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notifies the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

**Section 7. Denial of Grievance:** Failure by the School Board or its representative to issue a decision within the time periods provided herein will constitute a denial of the grievance and the employee may appeal it to the next level.

**Section 8. Arbitration Procedures:** In the event that the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

**Subd. 1. Request:** A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the superintendent within ten (10) days following the decision in Level III of the grievance procedure.

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

**Subd. 3. Selection of Arbitrator:** Upon the proper submission of a grievance under the terms of this procedure, the parties will, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the BMS to appoint an arbitrator, pursuant to PELRA, providing such request is made within twenty (20) days after request for arbitration. The request will ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the BMS within the time periods provided herein will constitute a waiver of the grievance.

**Subd. 4. Submission of Grievance Information:**

- a. Upon appointment of the arbitrator, the appealing party will within five (5) days after notice of appointment forward to the arbitrator, with a copy to the

School Board, the submission of the grievance, which will include the following:

1. The issues involved
2. Statement of the facts
3. Position of the grievant
4. The written documents relating to Section 5, Article VII, of the grievance procedure

b. The School Board may make a similar submission of information relating to the grievance either before or at the time of the hearing.

Subd. 5. Hearing: The grievance will be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties will have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator will be a hearing de novo.

Subd. 6. Decision: The decision by the arbitrator will be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her will be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided for in PELRA.

Subd. 7. Expenses: Each party will 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 will be made of the hearing at the request of either party. The parties will share, equally, fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 8. Jurisdiction: The arbitrator will have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator will not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor will an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor will the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which will include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order, the arbitrator will give due consideration to the statutory rights and obligations of the public School Boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

## **Section 9. General:**

**Subd. 1. Reprisals:** No reprisals of any kind will be taken by the School Board or by any member of the administration against any aggrieved person, any representative of an aggrieved person, or any other participants in the grievance procedure by reason of such participation.

**Subd. 2. Employee Rights:** Nothing herein will be construed to limit, impair or affect the right of any employee, as provided in state statutes.

## **ARTICLE X DURATION**

**Section 1. Term and Reopening Negotiations:** This Agreement will run from July 1, 2008 through June 30, 2010, and thereafter until modifications are made pursuant to PELRA. If either party desires to modify or amend this Agreement commencing on July 1, 2010, it will give written notice of such intent no later than May 1, 2010. Unless otherwise mutually agreed, the parties will not commence negotiations more than one hundred twenty (120) days prior to the expiration of this Agreement.

**Section 2. Effect:** This Agreement constitutes the full and complete agreement between the School Board and the employees of Independent School District 279. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

**Section 3. Finality:** Any matters relating to the current term of this Agreement, whether or not referred to in this Agreement, will not be open for negotiation during the term of this Agreement.

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

**Section 5. Savings Clause:** Any provision of this Agreement found to be in violation of any applicable laws, rules, regulations, directives or orders will be subject to re-negotiation insofar as any provision is in violation of such applicable laws, rules, regulations, directives or orders.