

**TERMS AND CONDITIONS OF EMPLOYMENT**

**for**

**COMMUNICATIONS PERSONNEL**



**UNITING COMMUNITIES OF EXCELLENCE**

**ISD 279- OSSEO AREA SCHOOLS  
MAPLE GROVE, MINNESOTA**

**Effective Dates: July 1, 2010 June 30, 2012**

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**ARTICLE I  
DEFINITIONS**

**Section 1. Terms and Conditions of Employment:** Will mean the hours of employment, the compensation therefore, economic aspects relating to employment, but does not mean educational policies of the School District.

**ARTICLE II  
SCHOOL DISTRICT RIGHTS**

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

**Section 2. Management Responsibilities:** Employees recognize the right and obligation of the School Board 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:** All employees covered by these terms and conditions of employment 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 these terms and conditions of employment and which are issued by properly designated officials of the School District. Any provision of these terms and conditions of employment 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 Board 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 expressed in these terms and conditions of employment are reserved to the School Board.

**ARTICLE III  
EMPLOYEE RIGHTS**

**Section 1. Right to Views:** Pursuant to Public Employee Labor Relations Act (PELRA) nothing contained in these terms and conditions of employment will be construed to limit, impair or affect the right of any employee, or his/her representative, to the expression 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 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 a legally defined bargaining 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. Other Rights:** Employees will have all other rights prescribed by PELRA.

**ARTICLE IV  
BASIC SCHEDULE AND RATES OF PAY**

**Section 1. Salary and Wage Scale:**

Subd. 1. July 1, 2010 - June 30, 2011:

Classifications and Hourly Rates:

	Step 1	Step 2	Step 3	Step 4
I	\$16.20	\$18.27	\$19.07	\$20.32
II	\$17.29	\$19.87	\$20.73	\$22.71
III	\$17.55	\$20.28	\$21.27	\$22.84
IV	\$18.09	\$20.59	\$21.60	\$23.36
V	\$20.81	\$22.46	\$24.11	\$26.02
VI	\$26.83	\$29.25	\$31.68	\$34.43

Subd. 2. July 1, 2011 - June 30, 2012:

**Classifications and Hourly Rates:**

	Step 1	Step 2	Step 3	Step 4	Step 11 (10 yrs)	Step 21 (20 yrs)
I	\$16.41	\$18.52	\$19.33	\$20.60	\$21.05	\$21.30
II	\$17.52	\$20.14	\$21.01	\$23.02	\$23.47	\$23.72
III	\$17.79	\$20.55	\$21.56	\$23.15	\$23.60	\$23.85
IV	\$18.34	\$20.87	\$21.89	\$23.68	\$24.13	\$24.38
V	\$21.09	\$22.76	\$24.44	\$26.37	\$26.82	\$27.07
VI	\$27.09	\$29.54	\$32.00	\$34.78	\$35.23	\$35.48

Subd. 3. A career increment of \$.40/hour will be paid to all Communications Personnel who have ten (10) or more years of consecutive employment in Independent School District 279. An additional career increment of \$.25/hour will be paid to all Communications Personnel who have twenty (20) or more years of consecutive employment in Independent School District 279. Effective 2011-2012, the career increment will be eliminated and transferred to the salary and wage scale as detailed above.

**Section 2. Certification:**

July 1, 2010 - June 30, 2012:

<u>Certificate</u>	<u>Rate Per Hour</u>	<u>Applicable Job Title/Classification</u>
A-Plus (A+)	\$ 0.24	Technical Support Specialist III Electronic Services Lead Technician IV Repair Technician III
Microsoft Certified Systems Engineer	\$ 0.72	Technical Support Specialist III Electronic Services Lead Technician IV Repair Technician III District Network Support Specialist V
Cisco Certified Network Engineer	\$ 0.73	Technical Support Specialist III

**Section 3. Classifications for Communications Personnel:**

Classification

I	Press Person
II	Desktop Publisher
III	Marketing and Publication Specialist Media Cataloging Technician Media Processing Technician Repair Technician Technical Support Specialist
IV	Electronic Services Lead Technician Video Producer Risk Management Specialist
V	Applications Analyst District Network Support Specialist District Voice Network Support Specialist Lead Application Support Specialist Payroll Supervisor
VI	District Web Master

**Section 4. Work Year:**

Subd. 1. Class I, II, IV, V, VI: Full time, forty (40) hours per week, fifty-two (52) weeks less holidays and scheduled vacation.

Subd. 2. Class III: Full time, forty (40) hours per week, 219 days less nine (9) paid holidays.

Subd. 3: Any work year not defined above will receive corresponding holiday pay for those holidays that fall within the work year.

**Section 5. Hours:** Employees are normally required to work a minimum of eight (8) hours a day. The scheduled hours may be adjusted to meet the needs of an employees department, with the approval of the Assistant Superintendent, Human Resources. A thirty (30) minute unpaid lunch period is not a part of the eight (8) hour work day. Hours worked beyond the forty (40) hour week will be paid at time and one-half. Such work performed on Sunday or School District identified holidays (including emergency work on a Saturday of the holiday weekend) will be paid at double time. All overtime work must be authorized in advance by the supervisor.

Compensatory time off in lieu of monetary compensation for overtime will be applied at the rate of one and one-half hours of compensatory time for each hour of overtime worked. Compensatory time earned on Sunday or School District identified holidays (including emergency work on a Saturday of the holiday weekend) will be applied at double time. All compensatory time must be authorized in advance by the supervisor and recorded on the approved compensatory time sheet within the pay period earned. The choice of overtime pay or compensatory time off will be with the prior approval of and at the discretion of the supervisor.

**Section 6. Emergency Call Back:** A minimum of two (2) hours computed on a time and one-half basis will be paid or provided as compensatory time off to each employee when recalled to work on an emergency basis as authorized by the supervisor.

**Section 7. Holidays:** Twelve (12) month employees will have eleven (11) paid holidays that fall within their work year. Any of the holidays that fall within a twelve (12) month employee's vacation period will not count as a vacation day. Ten and one-half (10 ½) month employees will be granted nine (9) paid holidays that fall within their work year. Holidays will be determined prior to July 1 each year.

**Section 8. Vacation Allowance:** Twelve (12) month employees working fifty-two (52) weeks per year will be granted vacation as follows:

- |  |           |
|--|-----------|
| a) After six months of consecutive employment                          | 40 hours  |
| b) After one year of consecutive employment<br>(Total of 2 weeks/year) | 40 hours  |
| c) After five years of consecutive employment                          | 120 hours |
| d) After eleven years of consecutive employment                        | 128 hours |
| e) After twelve years of consecutive employment                        | 136 hours |
| f) After thirteen years of consecutive employment                      | 144 hours |
| g) After fourteen years of consecutive employment                      | 152 hours |
| h) After fifteen years of consecutive employment                       | 160 hours |
| i) After nineteen years of consecutive employment                      | 200 hours |

Conditions for Vacation Allowance:

- a) Vacation must be earned prior to the time it is taken. Effective July 1, 2009, all earned vacation time will be credited to the employee's account after completion of the probationary period. Thereafter, vacation will be credited pro-rata for each month earned consistent with the first payroll cycle each month. Employees who have completed the probationary period will begin to receive retroactive pro-rata credit effective with the first payroll in July 2009. Exceptions may be granted on a pro rata basis when scheduled through the supervisor and approved by the Assistant Superintendent, Human Resources.

- b) Vacation time earned as of June 30<sup>th</sup> in a fiscal year must be used prior to July 1<sup>st</sup> of the following fiscal year. Employees can carry over up to ten (10) days of unused vacation days for up to a maximum of 2 months upon approval of the Assistant Superintendent, Human Resources; however, any days carried over must be used no later than August 31<sup>st</sup>. Any unused carried over vacation from the previous year shall be eliminated from an employee's vacation bank on September 1<sup>st</sup>.
- c) Vacation must be scheduled in advance with the employee's supervisor and must be approved by the Assistant Superintendent, Human Resources.
- d) An employee resigning prior to an earned vacation period (anniversary date through June 30, 2009) is entitled to a pro rata share of vacation time or vacation pay earned upon proper submission to the employer of at least two (2) weeks notice of proposed termination date. Failure on the part of the employee to give proper notice will constitute forfeiture of this provision.
- e) Illnesses sustained while an employee is on a scheduled vacation shall be considered as vacation days. Holidays occurring while an employee is on a scheduled vacation shall be counted as holidays and shall not reduce an employee's accumulated vacation benefit.
- f) Communications personnel who are eligible for vacation allowance will be credited with actual years of past work experience as an employee of the School District from part-time and/or full-time positions that did not provide for a vacation allowance. Computation for eligible past work experience will be based on 2,080 hours for each year of credit to be given on the vacation schedule. A maximum of three (3) weeks vacation (5 years of eligible past work experience) will be attained through this provision.
- g) Vacation may be used in hourly increments.

**Section 9. Emergency Closing:** If school starts late, employees will report as soon as possible and will be paid for their normal assignment. If school is dismissed early, employees may leave approximately one-half hour after the last school is dismissed or upon notice from their supervisor. If school closes prior to start time, employees need not report unless directed to do so by the supervisor and will be paid for each occurrence. When the supervisor requires and authorizes employees to report to work they shall receive one (1) day of paid vacation for each day the School District closes due to inclement weather and the employee works the required day. Vacation that is received in accordance with this Section will be prorated at either the full day rate (for four (4) or more hours of work) or the ½ day rate (for less than four (4) hours of work).

**Section 10. Placement on Schedule:** Employees will be placed on the schedule as determined by the requirements of the job and the discretion of the Assistant Superintendent, Human Resources. Employees hired after March 30 will not be eligible for a step movement until July 1 of the following year.

**Section 11. Probationary Period:** New employees in this unit will be considered probationary employees until they have completed one (1) year of continuous employment. During the probationary period, the employee(s) may be dismissed at any time it becomes apparent to the administration that the employee is not willing or qualified to perform the duties of his/her position. During this time they have no seniority privileges and may be transferred, discharged or laid off. Upon completion of the probationary period, the employee will establish regular employee status unless otherwise notified in writing by the employer prior to that date. Probationary employees will be evaluated by their immediate supervisor.

**Section 12. Seniority/Job Elimination:**

Subd. 1. In the event of job elimination or layoff, an employee will have the right to accept layoff or, if qualified, choose to displace the least senior employee in the same job title. If the position eliminated is a single incumbent, or if the person serving in the eliminated position is the least senior in the job title, the employee will have the right to accept layoff or, if qualified and senior, choose to displace the least senior employee in the same classification with like employment status. If there are no employees in the same classification with like status, the employee may displace the least senior employee in a lower classification with like status. If there is no person less senior with like status, the employee may displace the least senior employee in the same classification of lower employment status.

The displaced person will then have the right to accept layoff or to use the above procedure to find a position. The process will continue until no more jobs are available or until employee accepts layoff.

Employment status increases the length of an employee's work year. In determining like status, 219 work days will not be viewed as equal to 260 work days.

In all cases of displacement, the remaining employees must be more senior and qualified, as determined by the employer, to perform the duties of the new position assumed.

Full-time employees may bump full-time or part-time employees with less seniority, but part-time employees may not bump full-time employees.

An employee who assumes a new position as a result of the bumping procedure assumes the wage schedule which applies to the new position.

If the employee wishes to exercise bumping rights, the employee must provide written notice to the Assistant Superintendent, Human Resources within three (3) working days of the notice of layoff stating their intent to exercise bumping rights.

**Subd. 2.** For a period of two (2) years from the date of layoff, if any opening occurs in the School District, the laid off or bumped employee who is most qualified as determined by the District will be recalled if the position is at or lower than the employee's previous pay class and if the employee is qualified for the position. 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.** For purposes of this section, an employee who suffers a reduction in hours which results in loss of eligibility for benefits (insurance or holiday/vacation) will be considered as having suffered a job elimination and will be entitled to exercise displacement rights as outlined above.

**Subd. 4. Seniority List:** Seniority starts with the first day of work for the School District in the communications unit. If the starting date is the same, seniority will be determined by the affected employees drawing random lots. No determination of seniority by random method need be done until such time as relative seniority becomes a relevant issue. A seniority list will be posted each year during the month of October.

**Subd. 5. Loss of Seniority:** An employee who is properly discharged or resigns, or who has been laid off for a period of twenty-four (24) months without being recalled, or who fails to report to work upon two (2) weeks notice of recall, will forfeit all seniority rights.

**Section 13. Retirement Savings Plans:** In accordance with Section 403b of the Internal Revenue Code, the School Board will match the contribution of an eligible employee according to the following schedules towards an approved 403b retirement savings plan. The plan must meet the School District's guidelines for approval. These contributions shall be paid in equal increments in accordance with the payroll schedule and as described in Subd. 1 of this Section.

**Subd. 1. District Annual Match – Effective July 1, 2007:** The School District's match of an eligible employee's contribution will be the amount listed below:

<u>Employees Who's Service Began Prior to July 1, 1998:</u> Eligible Classifications: (Employees are eligible beginning at Step 3.)	Maximum District Annual Match Amount
Class I, Class II, Class III, Class IV, Class V, and Class IV	\$660* (The District will match up to \$27.50 per pay check up to a maximum of \$660 per year.)

Employees whose service began after July 1, 1998: Eligible Classifications: (Employees are eligible beginning of Step 3)	Minimum District Annual Match Amount	Maximum District Annual Match Amount
Class I, Class II, Class III, Class IV, Class V, Class VI	\$440 (The District will match up to \$18.33 per pay check up to a maximum of \$440 per year)	\$880* (The District will match up to \$36.67 per pay check up to a maximum of \$880 per year)

\*Employees may choose to defer more than the District annual match amount. Federal law determines the maximum amount an individual can contribute annually.

**Section 14. Retirement Incentive Pay:**

**Subd. 1. Eligibility:** Full-time employees who have completed at least fifteen (15) years of continuous employment service, in any capacity with the School District, and who are at least fifty (50) years of age will be eligible for retirement incentive pay pursuant to the provisions of this section upon submission of a written resignation accepted by the School District.

**Subd. 2. Exclusion:** This Section will apply only to employees whose service has been full-time as defined by these terms and conditions of employment and whose service began prior to July 1, 1998. For employees whose employment began after this date, the provisions of this section will not be applicable.

**Subd. 3. Calculation of Benefit:** An employee will be eligible to receive as incentive pay upon his/her early retirement the amount obtained by multiplying sixty percent (60%) of his/her unused number of sick leave days, but in any event not to exceed ninety (90) days, times his/her daily rate of pay.

**Subd. 4. Determination of Daily Rate:** In applying these provisions, an employee's daily rate of pay will be the basic daily rate at the time of retirement, as provided in the basic salary schedule for the basic school year, and will not include any additional compensation.

**Subd. 5. Payment Schedule 50-54:** Employees who retire at age fifty to fifty-four (50-54) will not receive the incentive pay until July 20 of the year after they reach age fifty-five (55). An employee who retires at age fifty to fifty-four (50-54) will receive their incentive pay on July 20 if their birth date is between January 1 and June 30 in the year they reach fifty-five (55). If their birth date is between July 1 and December 31, they will receive their incentive pay on January 20 of the following year.

**Subd. 6. Payment Schedule 55 and Over:** Incentive pay will be paid by the School District in a lump sum at the time of retirement or in annual installments over a time period not to exceed five (5) years from the effective date of the retirement at the employee's option. Incentive pay for retirement at or after age fifty-five (55) will be paid by the School District on July 20 of the same year if the retirement date is between January 1 and June 30. If the retirement date is between July 1 and December 31, it will require payment on January 20 of the following year.

**Subd. 7. Exceptions:** Incentive pay will not be granted to any employee who is discharged by the School District.

**Section 15. Uniform - Press Person:** The School District will furnish new employees with five (5) uniforms. Annually, thereafter, the School District will furnish three (3) replacement uniforms, or the dollar equivalent of, in shirts, pants or smocks. The School District will not incur expenses beyond the cost of three (3) replacement uniforms per Press Person employee.

## **ARTICLE V GROUP INSURANCE**

**Section 1. Health and Hospitalization Insurance for Full-time Employees (employees with a work year that includes a minimum of 219 days per year and a minimum of 30 hours per week):**

**Subd. 1.** The selection of insurance carriers and policies will be made by the School District.

**Subd. 2. Basic Group Health and Hospitalization Plans:**

- a) **Single Coverage:** 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. 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:** 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. 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:** The School District will pay seventy-five percent (75%) of the total premium cost for Family coverage for each full-time employee 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 \$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. Effective 2011-2012, the School District will contribute \$624.00 annually.
    - b) For employees who select Employee +1 coverage, the School District will contribute \$1020 annually. Effective 2011-2012, the School District will contribute \$1,140.00 annually.
    - c) For employees who select Family coverage, the School District will contribute \$1200 annually. Effective 2011-2012, the School District will contribute \$1,320.00 annually.
  2. Those employees who elect to participate in the deductible plan will receive the annual VEBA contribution pro-rata (annual contribution/12 x number of months enrolled) in equal installments consistent with the payroll cycle.
- e) The School District will pay the cost for administration of the deductible health and hospitalization plan and any trustee fees.

**Subd. 2. 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. 3. Group Term Life Insurance:** The School District will contribute the sum of \$1.75 per \$1,000 coverage per year toward the premium for group term life insurance for all full-time who qualify for and enroll in the School District group term life insurance plan. Full-time employees who qualify and enroll will be covered by group term life insurance to the extent of one times base annual salary up to a maximum of \$50,000 calculated to the nearest \$500.

**Subd. 4. Supplemental Group Term Life Insurance:** Employees will have the option, subject to the conditions established by the School District's carrier, for group term life insurance as provided in Section 2, to purchase supplemental group term life insurance in the amounts of either \$35,000 or \$50,000.

**Subd. 5. Long-Term Disability Income Protection:** The School District will contribute the sum of \$3.10 per \$1,000 coverage per year for the long-term disability income protection plan for all employees who are regularly scheduled to work 20 hours/week or more who qualify for and enroll in such coverage. This coverage will apply to the base annual salary.

**Subd. 6. Dental Insurance:**

- a) **Single Coverage:** The School District will pay the full premium 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 for 2010/2011

\$28.00

District contribution per  
month for 2011/2012

Amount to be determined

- b) **Family/Dependent 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 School 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 with a work year of a minimum of 219 days, who work a minimum of 15 hours per week and who do not meet the criteria for full-time as defined in Article V, Section 1):**

Subd. 1. The selection of insurance carriers and policies will be made by the School Board.

**Subd. 2. Basic Group Health and Hospitalization Plans:**

- a) **Single Coverage:** The School District will contribute a pro-rata portion of the premium per month for Single coverage for each employee who qualifies for and enrolls in the School District's deductible health insurance plan.
- 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 eligible part-time employees who elect to participate in the deductible plan, the School District will make a contribution to a VEBA trust in the amount of up to \$504 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 minimum of 219 days consisting of thirty (30) or more hours per week will be considered full-time for purposes of eligibility for group insurance. Qualifications include those established by the School District and the carrier of the coverage. Part-time employees, employees working a minimum of 15 hours but less than 30 hours per week, qualify only for the School District's basic health and hospitalization plan.

**Section 4. Enrollment:** All employees qualifying will enroll for such coverage 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 working day of the month in which employment terminates.

**Section 7. Insurance Program Eligibility in the Event of Retirement:** An employee who retires prior to age sixty-five (65) is eligible to participate in the health/hospitalization and dental plans but must pay the entire premium for the plans selected. The right to continue participation in such plans, however, will be in accordance with conditions of the carrier and/or until they qualify for coverage under another program.

## **ARTICLE VI LEAVES OF ABSENCE**

### **Section 1. Sick Leave:**

**Subd. 1. Earn:** All full-time employees will accrue sick leave at the rate of eight (8) hours per month of employment, pro rated for part time employees.

**Subd. 2. Accumulation:** Unused sick leave days may accumulate to an unlimited number of hours per employee. Such accrual will be non-retroactive. If an employee is discontinued and has used more sick leave than entitled to, such excess amount will be deducted from the last pay check.

**Subd. 3. Use:** Sick leave with pay will be allowed by the School District whenever an employee's absence is found to have been due to illness which prevented 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 use can be used in hourly increments.

**Subd. 4. Use – Pregnancy:** An employee may utilize available sick leave, subject to the provisions of this Section and Section 4 hereof, for periods of disability relating to pregnancy, miscarriage, and abortion or child birth. Such an employee will notify the Assistant Superintendent, Human Resources in writing no later than the end of the sixth month of pregnancy indicating her intention to utilize sick leave, and also at such time will provide a physician's statement indicating the estimated date of delivery of the child and estimated time of confinement. The definition of disability will be as reasonably determined by a licensed physician.

**Subd. 5. Medical Verification:** If there is a question as to the eligibility of an employee for sick leave, the School District reserves the right to verify the illness. In the event that a medical certificate will be required, the employee will be so advised by the School District.

**Subd. 6. Deduction:** Sick leave allowed will be deducted from the employee's accrued sick leave days.

**Subd. 7. Approval:** Sick leave pay will be approved only upon submission of a signed request upon the authorized sick leave pay request form provided by the School District.

**Subd. 8. Payroll Deduction:** Any days used in excess of the number of days of sick leave accrued will be deducted from the employee's salary for the pay period during which the absence not covered by sick leave occurred.

**Subd. 9. Utilization of Sick Leave Benefits During Absences Covered by Workers' Compensation and/or Long-Term Disability:**

- a) Upon the request of an employee who is absent from work as a result of a compensable injury under the provisions of the Workers' Compensation Act and/or an absence covered by the School District's long-term disability insurance, the School District will pay the difference between the compensation received by the employee pursuant to the Workers' Compensation Act and/or LTD 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 District 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 these terms and conditions of employment will submit the Workers' Compensation check and/or LTD payment, endorsed to the School District 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 for illness in the employee's or spouses 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. These days will be deducted from accrued sick leave. If the employee does not have sufficient accrued sick leave, there will be a salary reduction based on the employee's daily rate of pay.

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

**Subd. 1. Use – Immediate Family:** Employees 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, grandchild, son-in-law, daughter-in-law, 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 there will be a salary reduction based on the employee's daily rate of pay. Additional absence, but not to exceed five (5) additional days may be granted.

**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 occurrence. Such absence will be deducted from accrued sick leave. If the employee does not have sufficient accrued sick leave, there will be a salary reduction based on the employee's daily rate of pay.

## **Section 4. Personal Leave:**

**Subd. 1. Purpose:** A (10 ½ or 12 month) employee will be credited 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 these terms and conditions of employment.

**Subd. 2. Request:** Requests for personal leave must be made in writing to the supervisor and Assistant Superintendent, Human Resources at least three (3) days in advance, except in event of emergencies. The day(s) will not be deducted from sick leave.

**Subd. 3. Limit:** At no time will more than two percent (2%) of the employees covered by these terms and conditions of employment be granted personal leave.

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

**Subd. 1. Purpose:** An employee may be granted a child care leave of absence according to the procedures outlined in this section. This leave will be granted to one (1) parent of a newborn child provided such parent is caring for the child on a full-time basis.

**Subd. 2. Request:** A pregnant employee will notify the Assistant Superintendent, Human Resources in writing no later than the end of the sixth month of pregnancy and provide a physician's statement indicating the estimated date of delivery of the child. A male employee will make a request for such leave not less than ninety (90) days in advance of usage. The employee will submit a written request to the Assistant Superintendent, Human Resources for child care leave, including commencement date and return date. Once a child care leave commences pursuant to this section, an employee will not be eligible for sick leave pursuant to Section 1 hereof.

**Subd. 3. Pregnancy:** If the reason for the child care leave is occasioned by pregnancy, an employee may utilize sick leave pursuant to the sick leave provisions of these terms and conditions of employment during a period of physical disability. During this period of disability, the employee will be required to concurrently take a leave pursuant to the Family/Medical Leave Act (FMLA), if eligible. A pregnant employee will also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery.

**Subd. 4. Date of Leave:** The effective beginning date of such leave and its duration or resignation, if the employee so elects, will be determined by the Assistant Superintendent, Human Resources and submitted to the School District for its action. In recommending the effective date of commencement and duration of the leave or the effective date of the resignation, the Assistant Superintendent, Human Resources will review each case on its individual merits taking into consideration the following:

- a) The request of the employee
- b) The specific employment duties of the employee involved
- c) The health and welfare of the employee or unborn child
- d) The recommendation of the employee's physician

**Subd. 5. Duration:** In making a determination under Subd. 4 concerning the commencement and duration of a child care leave of absence or resignation, if the employee elects to resign, the School District may, but will not in any event be required to:

- a) Grant any leave more than twelve (12) months in duration.
- b) Permit the employee to return to employment prior to the date designated in the request for a child care leave, unless by mutual agreement of the employee and the School District.

**Subd. 6. Approval of Leave:** If the employee complies with all provisions of this section and a child care leave is granted by the School District, the School District will notify the employee in writing of its action.

**Subd. 7. Termination of Leave:** Interruption of pregnancy will terminate the child care leave. Human Resources may require in all cases forty-five (45) days notice to return.

**Subd. 8. Reinstatement:** An employee returning from child care leave will be re-employed in the position the employee 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. 9. Failure to Return:** Failure of the employee to return pursuant to the date determined in this section may constitute grounds for termination in the School District.

**Subd. 10. Probationary Period:** The parties agree that the applicable periods of probation for employees as set forth are intended to be periods of actual service enabling the School District to have opportunity to evaluate an employee's performance. The parties agree, therefore, that periods of time for which the employee is on child care leave will not be counted in determining the completion of the probationary period.

**Subd. 11. Salary:** The parties further agree that any child care leave of absence granted under this section will be a leave without pay.

**Subd. 12. Experience Credit:** An employee who returns from child care 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 these terms and conditions of employment at the commencement of the beginning of the leave. The employee will not accrue additional experience credit for pay purposes or leave time during the period of absence.

**Subd. 13. Insurance:** An employee on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but will pay the entire premium in accordance with FMLA, for such programs as the employee wishes to retain. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the School District pursuant to this section.

**Subd. 14. Notification of Return:** An employee on child care leave will be sent a notice of assignment from Human Resources by certified mail at least sixty (60) days prior to the specified return of said leave. The employee will lose all re-employment rights if the employee refuses or fails to return the notice of assignment by certified mail within ten (10) days.

## **Section 6. Adoption Leave:**

**Subd. 1. Purpose:** An employee may be granted a leave for the adoption of a child.

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

**Subd. 3. Date of Leave:** The effective beginning date of such leave and its duration or resignation if the employee so elects, will be determined by the Assistant Superintendent, Human Resources and submitted to the School District for its action.

**Subd. 4. Use of Sick Leave:** An employee may request to use up to fifteen (15) days of personal sick leave to assist in needed medical and health care for the child, commencing the date of the child's arrival in the employee's custody.

**Subd. 5. Duration:** In making a determination concerning the commencement and duration of an adoption leave, the School District will not in any event, be required to:

- a) Grant any leave 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 adoption leave.

**Subd. 6. Reinstatement:** An employee returning from adoption leave will be re-employed in the position 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. Failure to Return:** Failure of the employee to return pursuant to the date determined under this section will constitute grounds for termination.

**Subd. 8. Probationary Period:** The parties agree that the applicable periods of probation for the employees are intended to be periods of actual service enabling the School District to have opportunity to evaluate the employee's performance. The parties agree, therefore, that periods of time for which the employee is on adoption leave will not be counted in determining the completion of the probationary period.

**Subd. 9. Experience Credit:** The employee who returns from 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 these terms and conditions of employment at the commencement of the beginning of the leave. The employee will not accrue additional experience credit for pay purposes or leave time during the period of absence for adoption leave.

**Subd. 10. Insurance:** An employee on adoption leave is eligible to participate in group health or dental insurance programs if permitted under the insurance policy provisions, but will pay the entire premium in accordance with FMLA, for such programs the employee wishes to retain. The right to continue participation in such group insurance programs will terminate if the employee does not return to the School District pursuant to this section.

Subd. 11. Notification to Return: An employee on adoption leave will be sent a notice of assignment from 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 return the notice of assignment by certified mail within ten (10) days.

Subd. 12. Salary: The parties agree that any adoption leave granted under this Section will be leave without pay.

**Section 7. Long-Term Leave:**

Subd 1. Eligibility: Full-time employees with a minimum of three (3) years of experience in the School District may apply for an unpaid leave of absence once during their School District employment. Additional leaves may be granted at the discretion of the Assistant Superintendent, Human Resources for health reasons and election to political office.

Subd. 2. Duration: Leave may be granted for a period of time not to exceed one (1) year.

Subd. 3. Insurance: An employee on an approved long-term leave is eligible to continue participating, at his/her own expense, in the health or dental insurance programs of the School District. This participation will be subject to the conditions prescribed by the insurance carrier.

Subd. 4. Benefit Accrual: An employee on approved 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. 5. Purpose: Consideration for granting long-term leaves will be given for:

- Education
- Health
- Retraining or Career Change
- Election to Political Office
- Approved Travel
- Family Issues

Subd. 6. Request: Request for leaves must be made at least thirty (30) days in advance and submitted to the administrator in charge for recommendation. Final approval will be made by the Assistant Superintendent, Human Resources. The number of staff on approved leave in any school year will not exceed one (1) person from the employee group covered by these terms and conditions of employment.

Subd. 7. Reinstatement: An employee returning from long-term leave will be re-employed in the position 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.

**Section 8. 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 these terms and conditions of employment.

Subd. 3. Request: Request for short-term leave will be made five (5) days in advance except in the case of emergencies. The request will clearly state the reason for the leave.

Any special conditions or arrangements established by the administrator for 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 may be granted only in extraordinary circumstances and must be approved by the Assistant Superintendent, Human Resources.

Subd. 5. Eligibility: Short-term leave will normally be available no more than once every year of these terms and conditions of employment.

Subd. 6. Limit: The number of staff on short-term approved leave at any given time will not exceed one (1) person from the total employee staff covered by these terms and conditions of employment.

**Section 9. Jury Duty:**

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

Subd. 2. Remittance of Stipend: Employees who receive a stipend for jury duty are to reimburse the School District for the amount received minus the mileage allowance if they were on jury duty during school time. Such reimbursement will not exceed the employees' daily wage.

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

**Section 10. Religious Holiday Leave:** Communications personnel may be granted up to three (3) days of religious holiday leave. Communications personnel must make application to Human Resources at least three (3) days prior to the religious holiday. Human Resources will notify the employee's supervisor to make the necessary arrangements allowing the employee to make up the days at some other prearranged time. However, an employee may utilize provisions outlined in Section 4, Personal Leave, or Section 1, Sick Leave, or Article IV, Section 7, Vacation, if so desired. If the employee chooses none of the options as outlined herein, the leave will be granted with full loss of pay.

**Section 11. Eligibility for Leaves and Absences:** Only employees who are full-time (forty (40) hours per week for the full school term or year) are eligible for leave and absence benefits.

## **ARTICLE VII GRIEVANCE PROCEDURE**

**Section 1. Grievance Definition:** A "grievance" will mean an allegation by an employee regarding 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 these terms and conditions of employment.

**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 these terms and conditions of employment 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 weekdays 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 services 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 these terms and conditions of employment 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:** Informal discussions will take place between the grievant and his/her 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 employee may submit the item 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 ten (10) 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. Reprisals:** No reprisals of any kind will be taken by the School Board or by any member of the administration against any person or any other participants in the procedure by reason of such participation. Nothing herein will be construed to limit, impair or affect the right of any employee as provided in state statutes.

**Section 9. Election of Remedies and Waiver:** A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under these terms and conditions of employment, will immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee will waive his/her right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further will be immediately waived.

## **ARTICLE VIII DURATION**

**Section 1. Term of Agreement:** These terms and conditions of employment will run from July 1, 2010 through June 30, 2012 and thereafter until modifications are adopted by the School Board.

**Section 2. Effect:** These terms and conditions of employment constitute the full and complete these terms and conditions of employment of the School Board of Independent School District 279. The provisions herein relating to terms and conditions of employment supersede any and all prior policies, resolutions, practices, rules or regulations concerning terms and conditions of employment of personnel covered by these terms and conditions of employment.

**Section 3. Severability:** The provisions of these terms and conditions of employment 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 provisions of these terms and conditions of employment or the application of any provision thereof.