

TERMS AND CONDITIONS OF EMPLOYMENT

for

HOURLY TECHNICAL

OSSEO AREA SCHOOLS

ISD  279

**ISD 279-OSSEO AREA SCHOOLS
Maple Grove, MN**

Effective Dates: July 1, 2016 - June 30, 2018

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**ARTICLE I
PURPOSE**

Section 1. Parties: These are the terms and conditions of employment for Hourly Technical employees employed by the School Board, Independent School District 279, Maple Grove, Minnesota.

**ARTICLE II
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 PELRA.

Section 2. Employee: Will mean any person employed by the School Board in a capacity exclusively associated with providing hourly technical services for the School District.

Section 3. School Board: For purposes of administering these terms and conditions of employment, the term "School Board" may also mean its designated representative.

Section 4. Other Terms: Terms not defined in these terms and conditions of employment will have those meanings as defined by PELRA.

**ARTICLE III
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, use of technology, the organizational structure, selection, 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. Effects of Laws, Rules, and Regulations: The Employees recognize that 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 that are not inconsistent with the terms and conditions of employment and that 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.

Incarceration, arrest, or subsequent court directives that could impact the employee's ability to perform his or her job, and/or any allegation of child maltreatment, must be reported by the employee to Human Resources or the employee may be subject to discipline.

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. All management rights and management functions not expressly delegated in these terms and conditions of employment are reserved to the School District.

Section 5. Reporting: Incarceration, arrest, or subsequent court directives that could impact the employee's ability to perform their job, and/or any allegation of child maltreatment, must be reported by the employee to Human Resources or the employee may be subject to discipline.

ARTICLE IV EMPLOYEE RIGHTS

Section 1. Right to Views: Pursuant to 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 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; 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 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 files generated within the School District will be available to the employee during regular School District hours upon the employee's request in accordance with PELRA.

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

Subd. 3. Documentation of Contents: The employee may review and have access to the employee's personnel file generated in the School District only in the presence of a Human Resources designee.

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

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/Expunge: The School District may destroy or expunge such files as provided by law.

Section 4. Other Rights: Employees will have all other rights prescribed by PELRA.

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

Section 1. Rates of Pay:

Subd. 1. Rates effective July 1, 2016 to June 30, 2018: The wages reflected will be effective only for the dates indicated.

a) Laundry Worker Rates of Pay:

	2016-2017	2017-2018
Step 1	\$13.01	\$13.27
Step 2	\$13.86	\$14.14
Step 3	\$14.67	\$14.96
Step 4	\$15.52	\$15.83
Step 11(10-yrs)	\$15.72	\$16.03
Step 21 (20-yrs)	\$15.89	\$16.21

b) Water Safety Instructor Rates of Pay:

	2016-2017	2017-2018
Step 1	\$15.59	\$15.90
Step 2	\$16.37	\$16.70
Step 3	\$17.16	\$17.50
Step 4	\$18.17	\$18.53
Step 5	\$19.30	\$19.69
Step 11(10-yrs)	\$19.49	\$19.88
Step 21 (20-yrs)	\$19.67	\$20.06

c) Family Services Assistant Rates of Pay:

	2016-2017	2017-2018
Step 1	\$15.59	\$15.90
Step 2	\$16.37	\$16.70
Step 3	\$17.16	\$17.50
Step 4	\$18.17	\$18.53
Step 5	\$19.30	\$19.69
Step 11(10-yrs)	\$19.49	\$19.88
Step 21 (20-yrs)	\$19.67	\$20.06

Subd. 2. Certification Pay: An additional \$0.18 per hour shall be paid to any employee who holds a bachelor's degree. To qualify for this additional pay, employees must submit documentation indicating their attainment of a bachelor's degree to Human Resources. The additional pay will commence after appropriate documentation is received and approved by Human Resources.

Section 2. Work Year: Employees will normally work student contact days. Additional days may be added by the supervisor upon mutual consent.

Section 3. Hours:

Sub. 1. Laundry Workers: Laundry Workers are normally required to work a twenty (20) hour week. The scheduled hours may be adjusted to meet the needs of a particular work site, with the approval of the supervisor.

Sub. 2. Water Safety Instructors: Water Safety Instructors are normally required to work a thirty (30) hour week. The scheduled hours may be adjusted to meet the needs of a particular program, with the approval of the supervisor.

Section 4. Step Movement: Step Movement and Career Increment Increases: Each employee who has 120 days of consecutive employment (excluding weekends)

during a contract year will move to the next step of the wage scale on July 1, subject to the conditions below.

Subd. 1. Performance Reviews: Each employee is entitled to a regular and fair performance review conducted and written by an employee's supervisor. This process shall be formative and designed to encourage employee growth and professional development aligned with the School District's mission, core values and strategic objectives.

Subd. 2. Step Movement, Career Increment and Performance: Effective July 1st after the development and implementation of the performance review system and thereafter, employees will be entitled to step movement and/or career increment increases only upon satisfactory job performance. Satisfactory job performance shall be determined by the employee's most recent performance evaluation. Employees who do not receive a step increase or career increment increase due to job performance shall be eligible for such step increase the following January 1st or July 1st, whichever occurs first after satisfactory job performance review.

Section 5. Holidays: Employees regularly scheduled to work 10 and one-half (10 ½) hours or more per week 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	Presidents' Day or Martin Luther King Jr. Day
Winter Holidays (2 days)	Spring Holiday
New Year's Day	

Section 6. Job Elimination: In the event of job elimination requiring layoff, employee(s) terminated will be at the discretion of the supervisor based on length of service and performance. However, length of service and performance will not be the sole determiners.

Section 7. Probation and Continuing Status: New employees will be considered probationary until June 30th, provided they have worked 90 days from their hire date to June 30th. Working days shall include days actually worked, vacation, sick leave, paid holidays, and personal leave. If a school year ends prior to a probationary employee serving at least ninety (90) working days, such employee shall be on probation for the following school year, ending June 30. During this time they have no seniority privileges and may be transferred, discharged or laid off. Upon completion of the probationary period, an employee will establish regular employee status unless otherwise notified in writing by the employer prior to that date.

Section 8. Emergency School Closing: If school starts late or is closed early due to inclement weather or other emergency situations, employees will be paid for their normal work assignment for that day. On such days, the work assignment will be determined by the immediate supervisor.

In the event school is canceled due to inclement weather or other emergency situations, employees will be paid for up to three (3) days per school year for their normal work assignment. This provision will apply for full days only when school has been cancelled prior to the opening of the normal school day.

The superintendent reserves the right to require that employees report to work for any school closing. Employees will receive their normal compensation for that day and no additional compensation.

In the event an employee is on a personal leave or vacation day on a school closing day, the employee will be charged the personal leave or vacation time for that day. If an employee has a scheduled personal or family illness day on a school closing day, the day will not be deducted if the employee reports to work the very next duty day.

ARTICLE VI GROUP INSURANCE

Section 1. Health and Hospitalization Insurance: 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:** For the period July 1, 2016 through June 30, 2017, the District will pay up to \$551.94 in monthly premium for individual coverage for each full time employee who qualifies for and enrolls as single in any of the High or Value health and hospitalization plans. Any portion of the premium that exceeds the District contribution will be paid by the employee and paid by payroll deduction.

Effective July 1, 2017, the District will pay up to \$562.98 in monthly premium for individual coverage for each full-time employee who qualifies for and enrolls as single in any of the High or Value health and hospitalization plans. Any portion of the premium that exceeds the District contribution will be paid by the employee and paid by payroll deduction.

- b) **Employee +1 and Family Coverage:** Effective July 1, 2016 through June 30, 2017, the District will pay up to \$858.34 per month in premium for each full-time employee who qualifies for and enrolls as Employee +1 in any of the High or Value health and hospitalization plans. Any portion of the

premium amount that exceeds the School District contribution will be paid by the employee by payroll deduction.

Effective July 1, 2017, the District will pay up to \$875.51 per month in premium for each full-time employee who qualifies for and enrolls as Employee +1 in any of the High or Value health and hospitalization plans. Any portion of the premium amount that exceeds the School District contribution will be paid by the employee by payroll deduction.

c) Family Coverage:

Effective July 1, 2016 through June 30, 2017, the District will pay up to \$1,375.24 per month in premium for each full-time employee who qualifies for and enrolls as Family in any of the High or Value health and hospitalization plans. Any portion of the premium amount that exceeds the School District contribution will be paid by the employee by payroll deduction.

Effective July 1, 2017, the District will pay up to \$1,402.74 per month in premium for each full-time employee who qualifies for and enrolls as Employee +1 in any of the High or Value health and hospitalization plans. Any portion of the premium amount that exceeds the School District contribution will be paid by the employee by payroll deduction.

Subd. 2. High Deductible Health Insurance Plan / HSA: The School District will offer an optional High Deductible Health Plan with a Health Savings Account (HSA). For those employees who elect to participate in the high deductible plan, the School District will make the following contributions:

- For employees who select single coverage, the School District will contribute the following:

Premium: Effective July 1, 2016 through June 30, 2017
 Up to \$419.10 of the single monthly premium

 Effective July 1, 2017
 Up to \$427.48 of the single monthly premium

HSA: \$200.00 monthly contribution to the HSA trust account
 recommended by the School District Insurance Advisory
 Committee.

- For employees who select employee +1 coverage, the School District will contribute the following:

Premium: Effective July 1, 2016 through June 30, 2017
Up to \$833.20 of the employee + 1 monthly premium

Effective July 1, 2017
Up to \$854.96 of the employee + 1 monthly premium

HSA: \$400.00 monthly contribution to the HSA trust account
recommended by the School District Insurance Advisory
Committee.

- For employees who select family coverage, the School District will contribute the following:

Premium: Effective July 1, 2016 through June 30, 2017
Up to \$1,341.12 of the family monthly premium

Effective July 1, 2017
Up to \$1,367.94 of the family monthly premium

HSA: \$400.00 monthly contribution to the HSA trust account
recommended by the School District Insurance Advisory
Committee.

District contributions to the HSA trust account will be made each month. Contributions for July and August will be made at the same time as the September contribution. In the event of hardship, the parties agree to meet and confer to discuss alternatives to the contribution timelines.

The school district will pay all administrative fees associated with the plan.

Section 2. Eligibility: Full-time employees are eligible for group insurance. Those employees working a full school year schedule consisting of thirty (30) 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.

Section 3. Enrollment: All employees qualifying may enroll for such coverage in accordance with the procedure established by the School District. Effective beginning 2012-2013, employees will be allowed to waive health coverage in the District's health plan upon sufficient proof that the employee has obtained group health coverage through another source (e.g. spouse). The Human Resources department shall determine the basis for sufficient documentation of group coverage from another source. The District retains the right to re-examine waiver of health

coverage on a year-to-year basis. If an employee waives health coverage under this Section, the employee will not receive any District contribution for health insurance benefits. Employees who are not currently enrolled or have not previously opted out will be automatically enrolled in the District health insurance high deductible plan, unless the employee submits an enrollment form either opting out of the plan or selecting another plan design option.

Section 4. Claims Against the School District: It is understood that the School District's obligation is to purchase an insurance policy and pay such amounts listed 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 5. Duration of Insurance Contributions: 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 6. Insurance Program Eligibility in the Event of Retirement: An employee who retires is eligible to participate in the health/hospitalization plans for a period of fifteen (15) years upon retirement 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.

Section 7. Section 125 Flexible Spending Account Plan: The School District will provide a Section 125 Flexible Spending Account (FSA) Plan under the Internal Revenue code for all employees.

Subd. 1. Description: The Section 125 FSA 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 accounts 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.

Subd. 2. Components: The plan year will be determined by the School Board. There are three components to the plan:

- a) District-provided health insurance premium deduction with pre-tax dollars
- b) Dependent care reimbursement account
- c) Medical expense reimbursement account

Section 8. Retirement Savings Plan: Employees may participate in retirement savings plans. Federal law determines the maximum amount individuals can contribute annually.

Section 9. Group Term Life Insurance: The School District will pay the full 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 in the amount of \$50,000.

Section 10. 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 Section 2, to purchase supplemental group term life insurance in the amounts of \$25,000, \$50,000, \$75,000, \$100,000, or \$125,000 not to exceed three (3) times annual salary. The cost of the supplemental coverage will be borne by the employee and paid by payroll deductions.

Section 11. Long-Term Disability Income Protection: The School District will pay the full premium for employee coverage in the existing long-term disability income protection plan of the School District for all full-time employees employed by the School District who qualify for and enroll in such coverage. This coverage will apply to base annual salary.

ARTICLE VII LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Earn: All full-time employees will accrue sick leave at the rate of one (1) day per month worked or a maximum of ten (10) days per year.

Subd. 2. Accumulation: Unused sick leave days may accumulate to an unlimited number of days 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:

- a) Sick leave with pay will be allowed by the School District whenever an employee's absence is found to have been due to illness that prevented attendance and performance of duties on that day or days, provided that the employee has unused sick leave at the time of such absence.

- b) 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 such absence. M.S. §181.9413 defines “child” as an individual under eighteen (18) years of age or an individual under age twenty (20) who is still attending secondary school.

Subd. 4. Use – Pregnancy: An employee may use available sick leave, subject to the provisions of this Section and Section 4 hereof, for periods of disability relating to pregnancy, miscarriage, abortion, or child birth. Such an employee will notify Human Resources in writing no later than the end of the sixth month of pregnancy indicating her intention to use 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. A licensed physician will determine the definition of disability.

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. Excess Use: 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. Use of Sick Leave Benefits During Absences Covered by Workers’ Compensation and/or Long-Term Disability (LTD):

- a) On the request of an employee who is absent from work as a result of a compensable injury incurred in the service of the School District 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 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 Leave: Full-time employees may be granted up to a maximum of ten (10) days absence per year, upon approval of Human Resources for illness in the employee's or spouse's immediate family that may or may not otherwise be covered under the Family and Medical Leave Act (FMLA) and/or state statute. The immediate family will include parent, sister, brother, spouse, son, daughter, son-in-law, daughter-in-law, grandparent, 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 daily rate of pay.

Section 3. Bereavement Leave:

Subd. 1. Use – Immediate Family: Full-time 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 parent, sister, brother, spouse, son, daughter, son-in-law, daughter-in-law, grandparent, grandchildren, and 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 deduction equal to the daily rate of pay. Additional absence, but not to exceed five (5) additional days may be granted. In no case will this additional period exceed five (5) days.

Subd. 2. Use – Not Immediate Family: Absence due to the death of a person not listed in Subd. 1 of this Section 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 daily rate of pay.

Section 4. Personal Leave: A full-time employee will be granted a leave of not more than one (1) day per year for situations that arise requiring the employee's personal attention that cannot be attended to during non-working hours and that are not covered under other provisions of these terms and conditions of employment.

Subd. 1. Requests: Requests for personal leave must be made in writing to Human Resources at least three (3) days in advance of the leave, except in the event of emergencies. The request need not state the reason for the personal leave day. This day will not be deducted from sick leave.

Subd. 2. Limit: Human Resources reserves the right to refuse to grant such leave if, under the circumstances, Human Resources determines that such leave will not be granted. At no time will more than one (1) employee covered by these terms and conditions of employment be granted personal leave.

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 use 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 instructional 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.
- 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 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 Employees are intended to be periods of actual service enabling the School District to have an opportunity to evaluate a Hourly Technical 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 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 1.
- 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 within ten (10) days.

Section 6. Short-Term Leave:

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 effective dates of these terms and conditions of employment.

Subd. 3. Request: 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 form 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 special circumstances and must be approved by Human Resources.

Subd. 5. Eligibility: Short-term leave will normally be available no more than once every year.

Subd. 6. Limit: The number of staff on short-term approved leave at any given time will not exceed one (1).

Section 7. Long-Term Leave:

Subd. 1. Eligibility: Employees who have a minimum of three (3) years of experience in the School District may apply for an unpaid long-term leave of absence once during their district employment. Additional leaves may be granted at the discretion of Human Resources for health reasons or election to political office.

Subd. 2. Duration: Leave may be granted for a period of time up to one (1) year.

Subd. 3. Benefit Accrual: 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. 4. Purpose: A long-term leave may be requested for family issues, retraining or career change, education, election to political office, approved travel, or education.

Subd. 5. Requests: Requests for long-term 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.

Subd. 6. Insurance: An employee on an approved long-term leave is eligible to participate at his/her own expense in the health and hospitalization and dental programs of the School District. Participation will be subject to the conditions prescribed by the insurance carrier.

Subd. 7. Reinstatement: An employee returning from long-term leave for reasons other than his/her own or an immediate family member's serious medical condition will be re-employed in the position occupied prior to the leave, subject to vacancy and ability to perform duties.

An employee returning from long-term leave due to his/her own or an immediate family member's serious medical condition 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 physically and mentally able to perform the duties of such position.

Subd. 8. Notification to Return: An employee on long-term leave will be notified of the assignment and date of return by Human Resources according to the following schedule:

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

Subd. 9. Failure to Return Notice: The employee will lose all re-employment rights if the employee refuses or fails to return the notice of assignment within ten (10) days.

Section 8. Religious Leave: Employees may be granted up to three (3) days of religious leave. Employees must make application to Human Resources, including a brief statement of the request, at least three (3) days prior to the religious leave. On approval, Human Resources will notify the employee's immediate supervisor to make the necessary arrangements allowing the employee to make up the days at some other arranged time. However, an employee may use provisions outlined in

Section 4, Personal Leave, if so desired. If the employee chooses none of the options as outlined herein, leave may be granted with full loss of pay.

Section 9. Jury Duty: A full-time employee summoned to jury duty will be granted time off with pay.

Subd. 1. Notice to 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 and parking allowance, if they were on jury duty during school time.

Subd. 3. Pay: Employees will have no loss of pay as a result of jury duty if the provisions of Subd. 1 and Subd. 2 of this Section are met. Failure to do so will result in full loss of pay.

Section 10. Eligibility for Leaves and Absences: Only employees who are scheduled to work twenty (20) hours or more per week are eligible for leave and absence benefits.

ARTICLE VIII DURATION

Section 1. Terms: These terms and conditions of employment will remain in full force and effect for a period commencing on July 1, 2016 through June 30, 2018.

Section 2. Effect: These terms and conditions of employment constitute the full and complete terms and conditions of employment for Hourly Technical employees. 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. Severability: The provisions of these terms and conditions of employment will be severable, and, if any provision therefore 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.