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IDnum 258 **Language** English **Country** United States **State** MN

Union Education Minnesota - OSSEO

Local

Occupations Represented
Registered nurses
Medical and health services managers
Medical records and health information technicians

Bargaining Agency Maple Grove Independent School District 279

Agency industrial classification (NAICS):

61 (Educational Services)

BeginYear 2000 **EndYear** 2002

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Notes

Contact

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PURPOSE OF AGREEMENT

Section 1. Parties: THIS Agreement, entered into between the School Board, Independent School District 279, Maple Grove, Minnesota, hereinafter referred to as the School Board, and Education Minnesota - OSSEO health service specialists, is pursuant to and in compliance with the Public Employment Labor Relations Act, hereinafter referred to as PELRA, and provides the terms and conditions of employment for health service specialists during the term of this Agreement.

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EMPLOYEE REPRESENTATIVE

Section 1. Education Minnesota - OSSEO shall represent all the health service specialists of the district as defined in this Agreement and in said Act.

Section 2. Recognition: In Accordance with PELRA, the School Board recognizes that Education Minnesota - OSSEO health service specialists employed by the School Board of Independent School District 279 shall have those rights and duties as described by PELRA and as described in the provisions of this Agreement.

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DEFINITIONS

Section 1. Terms and Conditions of Employment: Shall 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 regarding the rights of public employees and the scope of negotiations.

Section 2. Health Service Specialists: Shall mean persons employed by the School Board in a capacity exclusively associated with the School Board's health service program. The term employee as used herein shall not include confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed fourteen (14) hours per week, employees who hold positions of a temporary or seasonal character for a period not in excess of sixty-seven (67) working days in any calendar year and emergency employees.

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

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

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SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights: The health service specialists 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: The health service

specialists 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: The health service specialists recognize that all specialists covered by this Agreement shall perform the services prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives and orders, issued by properly designated officials of the school district. The health service specialists also recognize the right, obligation and duty of the School Board, and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directive and orders are not inconsistent with the terms of this Agreement and recognize that the School Board, all specialists covered by this Agreement and all provisions of this Agreement are subject to the laws of the State of Minnesota, federal laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of state and federal government agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

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

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HEALTH SERVICE SPECIALISTS' RIGHTS

Section I. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee, or her/his representative, to the expression or communication of a view, grievance, complaint

or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative; nor shall it be construed to require any employee to perform labor or services against her/his will.

Section 2. Right to Join: Health service specialists shall have the right to form and join labor or employee organizations, and shall have the right not to form and not to join such organizations. Health service specialists in the unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such employees with the School Board.

Section 3. Open Files:

Subd. 1. All individual employee evaluations and individual employee files generated within the school district shall be available to the employee during regular school district hours upon the employee's written request in accordance with PELRA.

Subd. 2. Such written request shall be made to the superintendent of schools. The superintendent shall schedule an appointment for the employee to review the employee's file and shall notify the employee of such appointment.

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

Subd. 4. The employee shall have the right to reproduce any of the contents of his/her files at

the employee's expense.

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

Subd. 6. The School Board may destroy such files as provided by law.

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

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

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

Section 6. PAC Deduction: Health service specialists shall have the right to request a payroll deduction as a method of contributing to the Education Minnesota - OSSEO PAC.

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

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

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

Section 7. Probation and Regular Status: New employees shall be considered as probationary employees until they have completed six (6) months of employment. During this time, they shall have no seniority privileges and may be transferred, discharged, reduced in hours of assignment, or terminated in the event of job elimination. Upon completion of six (6) months of employment, the employee will establish regular status unless otherwise notified in writing by the employer prior to that date.

Section 8. Seniority:

Subd. 1. An employee's seniority date will be the original date of employment in the school district within the unit. If the starting date is the same, seniority will be based on the date a recommendation for employment was signed in Human Resources.

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

Subd. 3. A seniority list of regular employees will be posted at every site October 15 and March 15 of every year.

Section 9. Holidays: Health Service Specialists regularly scheduled to work ten and one half (10 ½) hours or more per week shall be granted six (6) paid holidays as determined by the School Board prior to July 1 each year.

The following six (6) paid holidays shall be granted for the 2000-2001 school year.

Thanksgiving Winter Holidays (2 days)

New Year's Day President's Day

Spring Break

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Section 10. Posting of Positions: Vacancies to be filled will be posted for a period of five (5) working days. Employees interested in applying should make application to Human Resources. Employees who apply during the designated time frame will be considered on the basis of previous work experience, training, and job performance. Management reserves the right to make the final decision in filling the position.

Section 11. Job Elimination:

Subd. 1. In the event of job elimination requiring layoff, the employee with the least seniority in the unit will be laid off first.

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

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

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Section 12. Other Rights: Health service specialists shall have all other rights prescribed by PELRA.

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BASIC SCHEDULES AND RATES OF PAY

The following hourly rates and conditions shall be for the period of August 1, 2000 to June 30, 2002.

Section 1. Conditions:

Subd. 1. All health service specialists covered by this Agreement are part-time employees and shall not regularly exceed thirty-five (35) hours per week in any combination of duties without prior approval.

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

Subd. 3. All work assigned health specialists beyond

their normal assignment shall have prior approval from Human Resources or supervisor. All such work assigned will be performed at the regular wage rate.

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

Section 2. Wages and Conditions

Subd. 1. Rates of Pay: The following hourly rates shall be for the period of July 1, 2000 to June 30, 2002.

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	2000-01	2001-02
	<u>Step</u>	<u>Rate/Hour</u>
1	16.10	16.62
2	18.10	18.69
3	18.56	19.16
*	18.91	19.52
**	19.03	19.65

A career increment of *\$.35 (2000-2001) and \$.36 (2001-2002) per hour above Step 3 will be paid for all health service specialists who have ten (10) or more years of consecutive employment in Independent School District 279. An additional **\$.12 (2000-2001) and \$.13 (2001-2002) per hour will be paid for all health specialists who have twenty (20) or more years of consecutive employment.

Subd. 2. Work Year: The work year for health service

specialists will begin three (3) days prior to students reporting, and end with the last day students are in attendance.

Subd. 3. Hours: Health service specialists are assigned hours according to building enrollment and special needs.

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

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

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

Section 4. Section 125 Plan. The district shall provide 125 Plan under the Internal Revenue code for all employees.

Subd. 1. This Section 125 Plan shall be available to both active and retired health service specialists.

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GROUP INSURANCE

Section 1. Selection: Full-time employees (Employees scheduled to work 32 or more hours weekly). The selection of insurance carriers and policies shall be made by the School Board.

Subd. 1. Health and Hospitalization Insurance:

a) Single Coverage: Effective July 1, 2000, the School Board will pay the sum of \$296.34, per month, which represents full premium for individual coverage for each full-time health service specialist employed by the School Board who qualifies for and enrolls in the School Board's basic group health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

b) Family Coverage:

1) Employee +1: Effective July 1, 2000, the School Board shall contribute \$446.08 per month which represents seventy-five percent (75%) of the premium cost for employee +1 dependent coverage for each full-time health service specialist employee employed by the School Board who qualifies for and enrolls in the school district's basic group health and hospitalization plan and who qualifies for dependent coverage. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Effective July 1, 2000, the School Board will pay seventy-five percent (75%) of the premium cost of the health/hospitalization plan for employee +1 coverage in which the qualified employee enrolls. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

2) Employee +2: Effective July 1, 2000, the School Board shall contribute \$686.59 per month which represents seventy-five percent (75%) of the premium cost for family coverage for each full-time health service specialist employee employed by the School Board who qualifies

for and enrolls in the school district's basic group health and hospitalization plan and who qualifies for family coverage. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Effective July 1, 2000, the School Board will pay seventy-five percent (75%) of the premium cost of the health/hospitalization plan for family coverage in which the qualified employee enrolls. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

3) When a health service specialist employee and his/her spouse are both employed by the school district and are eligible for the school district's basic group health/hospitalization plan, one employee will be provided the contribution for family (employee +2) coverage in the basic plan. Additionally, in the event both employees enroll in the same hospitalization dependent plan, full premium for individual coverage for the basic plan will be credited toward the premium cost of the family/dependent 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 Board shall pay \$2.04 per year for each \$1,000 coverage toward the premium for group term life insurance for all full-time employees employed by the School Board who qualify for and enroll in the existing group term life insurance plan of the School Board. Full-time employees who qualify and enroll will be covered by group term life insurance to the extent of one times the base annual salary calculated to the nearest \$500.

Subd. 4. Long-Term Disability Income Protection: The School Board shall pay \$5.64 per year per \$1,000 coverage toward the premium for employee coverage in the existing long-term disability income protection plan of the School Board for all full-time employees employed by the School Board who qualify for and

enroll in such coverage. This coverage shall apply to base annual salary.

Subd. 5. Dental Insurance:

a) Single Coverage: The School Board shall pay a sum of \$18.76 per month for individual coverage for each full-time health service specialist employee who qualifies for and enrolls in the school district's group dental insurance plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

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

Section 2. Selection: Part-time employees (Employees scheduled to work 30 hours but less than 32 hours weekly): The selection of insurance carriers and policies shall be made by the School Board. The effective date of these coverages will commence on July 1, 2001.

Subd. 1. Health and Hospitalization Insurance:

a) Single Coverage: The School Board will pay the rate per month for single coverage for each employee who qualifies for and enrolls in the School Board's basic group health and hospitalization plan of the lowest cost carrier.

b) Employee +1/Employee +2 Coverage: The employee may choose to purchase employee +1 or family coverage at the cost of the +1 or family premium minus the single coverage rate. The employee must qualify and enroll in the District's basic group health and hospitalization plan of the lowest cost carrier and qualify for dependent payroll deduction.

Section 3. Eligibility: Full-time health service specialists are eligible for group insurance. Those employees working a

full school year schedule consisting of thirty-two (32) or more hours per week shall be considered full-time for purposes of eligibility for group insurance. Qualifications shall include those established by the School Board and the carrier of the coverage. Part-time employees, employees working 30 hours but less than 32 hours, qualify only for the District's basic health and hospitalization plan of the lowest cost carrier.

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

Section 5. Claims Against the School District: It is understood that the School Board's obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School Board 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 Board contributions as provided in this Article as long as the employee is employed by the School Board. Upon termination of employment, all School Board participation and contribution shall cease, effective on the last day of the month in which employment terminates.

Section 7. Insurance Program Eligibility in the Event of Retirement: A health service specialist who retires is eligible to participate in the health/hospitalization plan for a period up to 15 years upon retirement, but must pay the entire premium for the plan selected. The right to continue participation in such plan, however will be in accordance with conditions of the carrier.

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LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Health service specialists shall be granted sick leave at the rate of 1.33 days per month worked for a total of twelve (12) days annually. A "day" of sick leave is defined as the normal working day of the employee. Unused sick leave days may accumulate to unlimited days leave per employee. Such accrual shall be non-retroactive.

Subd. 2. Sick leave with pay shall be allowed when an employee's absence is found to have been due to personal illness which prevented his/her attendance at school and performance of duties on that day or days, provided that the employee has unused sick leave at the time of such absence.

Subd. 3. The School Board may require a health service specialist to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School Board.

Subd. 4. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 5. Sick leave allowed shall be deducted from sick leave days accrued by the employee.

Subd. 6. Sick leave pay shall be approved only upon submission of assigned request on the authorized sick leave pay request form provided by the School Board.

Subd. 7. Any days used in excess of the number of days of sick leave accrued will be without pay.

Section 2. Family Illness:

Subd. 1. Health service specialists may be granted up to ten (10) days for absence per year upon approval of the School Board for critical illness in the employee's or spouse's immediate family. The immediate family will include father, mother, sister, brother, husband, wife, son, daughter, son-in-law, daughter-in-law, grandfather, grandmother, grandchildren, and guardian. Those days shall be

deducted from accrued sick leave. If the employee does not have accrued sick leave, an amount equal to the cost of a substitute's rate of pay shall be deducted from the employee's salary.

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Section 3. Bereavement:

Subd. 1. A health service specialist shall be granted up to but not to exceed five (5) days for absence due to death of each member of the health service specialist's or spouse's immediate family. The immediate family will include father, mother, sister, brother, husband, wife, son, daughter, grandfather, grandmother, son-in-law, daughter-in-law, grandchildren, and guardian. Such absence shall be deducted from accrued sick leave. If the health service specialist does not have sufficient accrued sick leave, an amount equal to the cost of a substitute's rate of pay shall be deducted from the health service specialist's salary.

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

Section 4. Personal Leave: A health service specialist may be granted a leave, at the discretion of the School Board, of no more than one (1) day per year, accumulative to five (5) days, for situations that arise requiring the employee's personal attention which cannot be attended to during non-working hours and which are not covered under other provisions of this Agreement.

Subd. 1. Requests for personal leave must be made in writing to the supervisor and superintendent or designee at least three (3) days in advance, except in event of emergencies. The request must state the

reason for the personal leave day.

Subd. 2. The School Board reserves the right to refuse to grant such leave, if under the circumstances the School Board determines that such leave shall not be granted. All leaves must have prior approval, but at no time shall more than two (2) of the employees covered by this Agreement be granted personal leave.

Subd. 3. A personal leave day shall not normally be granted for the day preceding or the day following holidays or vacations, and the first and last days of the school year.

Section 5. Child Care Leave:

Subd. 1. An employee may be granted a child care leave of absence according to the procedures outlined in this section. This leave shall 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. A pregnant employee shall notify the Assistant Superintendent, Human Resources in writing not later than the end of the sixth month of pregnancy, and, also at such time, provide a physician's statement indicating the estimated date of delivery of the child. A male employee shall make a request for such leave not less than ninety (90) days in advance of usage. The employee shall 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 shall not be eligible for sick leave pursuant to Section 1 hereof.

Subd. 3. The effective beginning date of such leave and its duration, or resignation if the employee so elects, shall be determined by the Assistant

Superintendent, Human Resources and submitted to the School Board 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 shall 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. 4. In making a determination under Subd. 3 concerning the commencement and duration of a child care leave of absence or resignation, if the employee elects to resign, the School Board may, but shall 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. 5. If the employee complies with all provisions of this section and a child care leave is granted by the School Board, the School Board shall notify the employee in writing of its action.

Subd. 6 Interruption of pregnancy will terminate the child care leave. Human Resources may require in all cases forty-five (45) days notice to return.

Subd. 7. An employee returning from child care leave shall 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. 8. Failure of the employee to return pursuant to the date determined in this section may constitute grounds for termination in the school district.

Subd. 9. 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 shall not be counted in determining the completion of the probationary period.

Subd. 10. The parties further agree that any child care leave of absence granted under this section shall be a leave without pay.

Subd. 11. An employee who returns from child care leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The employee shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave.

Subd. 12. An employee on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the employee wishes to retain, commencing with the beginning of the child care leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the district pursuant to this section.

Subd. 13. An employee on child care leave will be sent a letter of assignment from Human Resources by certified mail at least sixty (60) days prior to the specified return of said leave. The employee shall lose all re-employment rights if the employee refuses or fails to return the letter of assignment by certified mail within ten (10) days.

Section 6. Adoption Leave: An employee may, upon request, be granted a leave for the adoption of a child.

Subd. 1. An employee making application for adoption leave shall 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. 2. The effective beginning date of such leave and its duration or resignation if the employee so elects, shall be determined by the Assistant Superintendent, Human Resources and submitted to the School Board for its action.

Subd. 3. An employee may request to use up to 15 days of personal sick leave to assist the needed medical and health care for the child, commencing the date of the child's arrival in the employee's custody.

Subd. 4. In making a determination concerning the commencement and duration of an adoption leave, the School Board shall 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 her/his employment prior to the date designated in the request for adoption leave

Subd. 5. An employee returning from adoption leave shall be re-employed in the position she/he 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. 6. Failure of the employee to return pursuant to the date determined under this Section shall constitute grounds for termination.

Subd. 7. The parties agree that the applicable periods of probation for the employee are intended

to be periods of actual service enabling the school district to have opportunity to evaluate employee's performance. The parties agree, therefore, that periods of time for which the employee is on adoption leave shall not be counted in determining the completion of the probationary period.

Subd. 8. The employee who returns from adoption leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The employee shall not accrue additional experience credit for pay purposes or leave time during the period of absence for adoption leave.

Subd. 9. An employee on adoption leave is eligible to participate in group health or dental insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs the employee wishes to retain, commencing with the beginning of the adoption leave. 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. 10. An employee on adoption leave will be sent a letter of assignment from Human Resources by certified mail at least sixty (60) days prior to the specified return date of said leave. The employee shall lose all re-employment rights if the employee refuses or fails to return the letter of assignment by certified mail within ten (10) days.

Subd. 11. The parties agree that any adoption leave granted under this section shall be leave without pay.

Section 7. Long-Term Leave: Health service specialists who have a minimum of three (3) years experience in the school district may apply for an unpaid leave of absence due to health reasons, educational purposes, election to political

office, approved travel or a career change retraining. Additional leaves may be granted at the discretion of the Assistant Superintendent, Human Resources for health reasons.

Subd. 1. Requests for leaves must be made at least thirty (30) days in advance except in emergencies and submitted to the administrator in charge for his/her recommendation. Final approval will be made by the Assistant Superintendent, Human Resources. Normally, the number of staff on approved leave at any given time shall not exceed two.

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

Subd. 3. If the leave is for health purposes, a doctor's statement indicating the reason must be included with the request for long-term leave. If the leave is for educational purposes, a statement of acceptance into a full-time educational program in nursing (bachelor's degree program or beyond) must be included with the request for long-term leave.

Subd. 4. A health service specialist on leave shall 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. An employee returning from long-term leave shall be re-employed in the position he/she occupied prior to the leave, subject to the following conditions:

a) That the position has not been abolished

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

Subd. 6. A health service specialist on long-term leave will be notified of the position and specified date of return by the Human Resources by certified mail at least sixty (60) days prior to the specified return date of said leave. The employee shall lose all re-employment rights if the employee refuses or fails to notify the district of his/her intention to return within ten (10) days of this notification.

Section 8. Short-Term Leaves: Health service specialists may apply for a short-term leave of absence.

Subd. 1. Short-term leave shall be without pay.

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

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

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

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

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

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

Section 9. Jury Service: An employee summoned to jury duty will be granted time off with pay.

Subd. 1. Employees who receive a summons are to notify Human Resources immediately of the proposed dates of service.

Subd. 2. Employees who receive a stipend for a jury service are to reimburse the school district for the amount received, minus the mileage allowance and parking allowance, if they were on jury duty during school time.

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

Section 10. Religious Holiday Leave: Health service specialists may be granted up to three (3) days of religious holiday leave. Health service specialists must make application, giving full particulars, to Human Resources at least three (3) days prior to the religious holiday. Human Resources will notify the health service specialist supervisor to make the necessary arrangements allowing the health service specialist to make up the days at some other prearranged time. A health service specialist may utilize

provisions outlined in Section 4, Personal Leave, or may take the leave with full loss of pay.

Section 11. Eligibility for Leaves and Absences: All health service specialists who are regularly employed on a school year basis shall be eligible for leave and absence benefits.

ARTICLE IX [go to top](#)
GRIEVANCE PROCEDURE

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

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

Section 3. Definitions and Interpretations:

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

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

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event or default for which the designated period of time begins to run

shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

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

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

Section 5. Adjustment of Grievances: The School Board and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the school district in the following manner:

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

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Subd. 2. Level I: If the grievance is not resolved through informal discussions, the aggrieved party may submit the item in writing to the Assistant

Superintendent, Human Resources. The Assistant Superintendent, Human Resources shall give a written decision on the grievance to the parties involved within five (5) days after receipt of the written grievance.

Subd. 3. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the superintendent provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the superintendent, the superintendent or designee shall 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 shall 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 shall 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 shall 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 shall 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 shall constitute a denial of the grievance and the employee may appeal it to the next level.

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

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

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

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

Subd. 4. Submission of Grievance Information:

a) Upon appointment of the arbitrator, the appealing party shall within five (5) days after notice of appointment forward to the arbitrator, with a copy to the School Board, the submission on the grievance which shall include the following:

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

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

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

de novo.

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

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Subd. 7. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representative, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share, equally, fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

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

consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 9. General:

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

Subd. 2. Health Service Specialist Rights: Nothing herein shall be construed to limit, impair or affect the right of any health service specialist, or group of health service specialists, as provided in state statutes.

ARTICLE X [go to top](#)
DURATION

Section 1. Terms and Reopening Negotiations: This Agreement shall run from July 1, 2000 through June 30, 2002, and thereafter until modifications are made pursuant to PELRA. If either party desires to modify or amend this Agreement commencing on July 1, 2002, it shall give written notice of such intent no later than May 1, 2002. Unless otherwise mutually agreed, the parties shall not commence negotiations more than one hundred twenty (120) days prior to the expiration of this Agreement.

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

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

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

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

MEMORANDUM OF UNDERSTANDING [go to top](#)

HEALTH INSURANCE COST CONTAINMENT

It is mutually understood that District 279 Osseo Area Schools, and Education Minnesota - Osseo will establish a Labor Management Committee with assistance and direction of the Bureau of Mediation Services (BMS) to review health insurance renewal rates to determine cost containment provisions that will reduce the proposed increase for each insurance plan effective July 1, 2001 by 4%.

The following provision shall be implemented only if the Labor Management Committee representing District 279 Osseo Area Schools and Education Minnesota - Osseo fail to reach agreement on health insurance cost containment.

If agreement on cost containment is not achieved by April 1, 2001 the following cost sharing shall apply:

Effective July 1, 2001, the School Board will pay one hundred percent (100%) of the cost of single insurance cost, however, the total contribution toward employee + 1 coverage shall not exceed \$298.00 plus the amount equal in dollars increased for a single insurance premium for HealthPartners or \$374.00 plus the amount equal in dollars increased for a single insurance premium for Medica, per month, subject to the plan the employee selects. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Effective July 1, 2001, the School Board will pay one hundred percent (100%) of the cost of single insurance cost, however, the total contribution toward employee + 2 coverage shall not exceed \$439.00 plus the amount equal in dollars increased for a single insurance premium for HealthPartners or \$576.00 plus the amount equal in dollars increased for a single insurance premium for Medica, per month, subject to the plan the employee selects. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

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