

TERMS AND CONDITIONS OF EMPLOYMENT

for

HOURLY TECHNICAL PERSONNEL

OSSEO AREA SCHOOLS



ISD 279 – OSSEO AREA SCHOOLS
MAPLE GROVE, MINNESOTA

Effective Dates: July 1, 2022 – June 30, 2024

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ARTICLE 1
DEFINITIONS

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

ARTICLE 2
SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: Employees recognize that the school board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the school board, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Management Responsibilities: Employees recognize the right and obligation of the school board to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for the students of the school district.

Section 3. Effect of Laws, Rules, and Regulations: All employees covered by these terms and conditions of employment will perform the services prescribed by the school district and will be governed by school board policies, rules, regulations, directives and orders which are not inconsistent with these terms and conditions of employment, and which are issued by properly designated officials of the school district. Any provision of these terms and conditions of employment found in violation of any law, rule or regulation thereunder will be without force or effect.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of school board rights and duties will not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressed in these terms and conditions of employment are reserved to the school board.

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 3
EMPLOYEE RIGHTS

Section 1. Right to Views: Pursuant to Public Employee Labor Relations Act (PELRA), nothing contained in these terms and conditions of employment will be construed to limit, impair or affect the right of any employee, or their representative, to the expression of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment nor will it be construed to require any employee to perform labor or services against the employee's will.

Section 2. Right to Join: Employees will have the right to form and join labor or employee organizations and will have the right not to form and not to join such organizations. Employees in a

legally defined bargaining unit will have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such employees with the school district.

Section 3. Other Rights: Employees will have all other rights prescribed by PELRA.

Section 4. 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 requests 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 their files.

Subd. 5. Right to Response: The employee may submit for inclusion in their 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.

ARTICLE 4
BASIC SCHEDULE AND RATES OF PAY

Section 1. Classifications:

<u>Classification</u>	<u>Title</u>
1	Press Person
2	Technical Support Specialist I
3	Repair Technician Support Application Specialist II Technical Support Specialist II Web Technologies Support Specialist
4	Lead Food Service Specialist Graphic Designer/ Photographer Media and Information Support Specialist
5	Accounting Specialist Applications Analyst Purchasing Specialist Risk Management Analyst

- Support Application Specialist III
- Transportation Analyst
- Transportation Router
- Technical Support Specialist III
- Video Producer
- Human Resource Analyst
- Electronic Services Lead Technician

- 6 Facilities Operation Specialist
- Building Automation Specialist

- A. Laundry Workers

- B. Water Safety Instructors
- Family Services Assistants

Section 2. Salary and Wage Scale:

Subd. 1. Classifications and Hourly Rates:

A. Effective July 1, 2022- June 30, 2024

Class	Minimum Hourly Rate	Maximum Hourly Rate
1	\$18.99	\$24.78
2	\$20.28	\$27.58
3	\$20.59	\$27.72
4	\$21.23	\$28.34
5	\$24.40	\$31.48
6	\$31.33	\$41.25
A*	\$14.09	\$17.20
B*	\$16.87	\$21.48

* An additional \$0.18 per hour shall be paid to any employee in Class A or B 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.

Subd. 2. Placement on Schedule

- a) Effective July 1, 2020, through June 30th, 2021, new employees will be placed on the schedule as determined by the requirements of the job and the discretion of human resources.
- b) Effective July 1, 2021, the district will then place each individual employee, based on their current hourly rate of pay, within their respective salary range. New employees will be

placed within their respective salary range as determined by the requirements of the job and at the discretion of human resources.

Subd. 3. During the duration of this Agreement, advancement on any salary schedule shall be subject to the terms of the Agreement. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, an Employee shall be compensated according to their current rate until a successor Agreement is entered into.

Section 3. Salary Enhancement: A 3% increase to Hourly Technical Employee's base salary in year 1 of the contract shall be effective July 1, 2022. A 2% increase to the base salary in year 2 of the contract shall be effective July 1, 2023.

Section 4. Salary Advancement: Effective July 1, 2020, Hourly Technical staff will have an annual performance evaluation. Effective July 1, 2021, advancement within the salary range will be based on performance measures relating to job performance from the previous school year's performance evaluation. An employee must complete at least 120 days of paid service during a contract year to qualify for salary advancement. Current employees will be able to move beyond the range.

Subd. 1. Salary Advancement Amounts: The following salary advancement amounts will be available:

Exemplary Performance:	2.3%
Meets Performance Standard:	1.4%
Developing:	0.7%
Needs Development	No Salary advancement

These salary advancement amounts shall be effective for length of the current bargaining agreement.

Subd. 2. Alternative Salary Advancement Amounts: The school board shall set financial parameters for contract negotiations. These financial parameters relating to salary shall be used to determine the amount of salary advancement if it is to be less than the amounts specified in Subd. 1 above. Current employees will be able to move beyond the range.

Based on these parameters set by the school board, salary advancement will be as follows:

Exemplary performance:	An amount equal to 0- 2.3%
Meets Performance Standard:	An amount equal to 0- 1.4%
Developing:	An amount equal to 0- 0.7%
Needs development:	No Salary advancement

Section 5. Additional Compensation: Employees may be pre-approved for payment at the pro rata hourly rate for work associated with programs, special events, and activities that exceed normal duties.

Subd. 1. Exception: Employees who provide interpretation/translation services for the district outside of programs or duties comprised within the work year shall be paid at the district rate relating to interpretation/translation services, rather than the pro-rata rate.

Section 6. Professional Responsibilities: Normal duties include meetings called by principals, department coordinators, and district administrators which may necessitate a longer day or week. Moreover, an important function of an employee is to work with students, families, and community members and to accomplish this, a longer day or week may be necessary.

Section 7. Certification: The following rates will be paid for the certificates listed below. Only those certifications that will enhance the employee's job performance as evidenced by the supervisor's approval on the certification request form will be eligible for this additional amount. An employee may only receive additional pay for one certificate. A current copy of the certificate must be on file in human resources to be eligible.

<u>Certificate</u>	<u>Rate Per Hour</u>
A-Plus (A+)	\$ 0.24
School Nutrition Certification Level 3	\$ 0.24

Effective July 1, 2014, only employees who currently have the A+ certificate will receive this rate of pay. Employees that obtain the A+ certificate after July 1, 2014, will not be paid an additional amount.

Section 8. Work Year:

Subd. 1. Class 1, 2, 3, 4, 5, 6: Employees working 40 hours per week, 52 weeks, less 12 paid holidays that fall within their work year and scheduled vacation.

Subd. 2. Class 3: Employees working 40 hours per week, 219 days less nine paid holidays.

Subd. 3. Classes A and B: Employees will normally work student contact days, unless otherwise noted by program needs. Additional days may be added by the supervisor upon mutual consent.

Section 9. Hours

Subd. 1. Class 1, 2, 3, 4, 5, 6 employees are normally required to work a minimum of eight hours a day. The scheduled hours may be adjusted to meet the needs of an employee's department, with the approval of human resources. A 30-minute unpaid lunch period is not a part of the eight-hour workday. Hours worked beyond the 40-hour week will be paid at time and one-half. Such work performed on Sunday or school district identified holidays (including emergency work on a Saturday of the holiday weekend) will be paid at double time. All overtime work must be authorized in advance by the supervisor.

Subd. 2. Class A employees are normally required to work a 20-hour week. The scheduled hours may be adjusted to meet the needs of a particular work site, with the approval of the supervisor.

Subd. 3. Class B employees are normally required to work a 30-hour week. The scheduled hours may be adjusted to meet the needs of a particular program, with the approval of the supervisor.

Subd. 4. Compensatory time off in lieu of monetary compensation for overtime will be applied at the rate of one and one-half hours of compensatory time for each hour of overtime worked. Compensatory time earned on Sunday or school district identified holidays (including emergency work on a Saturday of the holiday weekend) will be applied at double time. All compensatory time must be authorized in advance by the supervisor and recorded on the approved compensatory time sheet within the pay period earned. Compensatory time must be used within the fiscal year, ending June 30. The choice of overtime pay or compensatory time off will be with the prior approval of and at the discretion of the supervisor.

Section 10. Emergency Call Back (Class 1, 2, 3, 4, 5, 6): A minimum of two hours computed on a time and one-half basis will be paid or provided as compensatory time off to each employee when recalled to work on an emergency basis as authorized by the supervisor.

Section 11. Holidays: 12-month employees will have 12 paid holidays that fall within their work year. Any of the holidays that fall within a 12-month employee's vacation period will not count as a vacation day. 10 1/2 month, Class 1, 2, 3, 4, 5, 6 employees will be granted nine paid holidays that fall within their work year. Class A employees regularly scheduled to work 10 1/2 hours or more per week will be granted six paid holidays. Holidays will be determined by the school board prior to July 1st each year. Class B employees regularly scheduled to 10 1/2 hours or more per week will be granted seven paid holidays as determined by the school board prior to July 1st each year.

Section 12. Vacation Allowance: 12-month employees working 52 weeks per year, calculated at eight hours a day, or prorated for those working less than eight hours, will be granted vacation as follows:

Years of Employment	Annual Vacation Credit
0 – 4	80 hours
5 – 10	120 hours
11	128 hours
12	136 hours
13	144 hours
14	152 hours
15	160 hours
19	200 hours

The accrual levels referenced above shall change on July 1st of the fiscal year in which the employee is scheduled to reach the requisite years of service.

Conditions for Vacation Allowance:

- a) An employee shall be credited vacation days on July 1st each year, provided that in the case of voluntary separation or removal for cause of an employee to whom vacation has been advanced in excess of that accumulated, the employee is required to refund the amount paid for the period of such excess.

- b) It is expected that vacation time earned as of June 30th in a fiscal year will be used prior to July 1st of the following fiscal year. Effective June 30, 2016, the maximum amount of vacation an employee may have as a balance as of June 30th of any year will be 200 hours.
- c) Vacation must be scheduled and approved in advance with the employee's supervisor.
- d) An employee resigning prior to an earned vacation period (anniversary date through June 30, 2009) is entitled to a pro rata share of vacation time or vacation pay earned upon proper submission to the employer of at least two weeks' notice of proposed termination date. The final payout of vacation time shall be limited to a maximum of 200 hours. Failure on the part of the employee to give proper notice will constitute forfeiture of this provision.
- e) Illnesses sustained while an employee is on a scheduled vacation shall be considered as vacation days. Holidays occurring while an employee is on a scheduled vacation shall be counted as holidays and shall not reduce an employee's accumulated vacation benefit.
- f) Hourly Technical personnel who are eligible for vacation allowance will be credited with actual years of past work experience as an employee of the school district from part-time and/or full-time positions that did not provide for a vacation allowance. Human resources may also consider job-related work experience outside of the school district when computing initial vacation allowances. Computation for eligible past work experience will be based on 2,080 hours for each year of credit to be given on the vacation schedule. A maximum of three weeks' vacation (five years of eligible past work experience) will be attained through this provision
- g) Vacation may be used in hourly increments.

Section 13. Emergency 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 cancelled due to inclement weather or other emergency situations, employees will be paid for up to three 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 was scheduled to take a single sick day, personal leave day, bereavement day or vacation day that coincides with an emergency school closing day the employee will not be charged for their scheduled sick day, personal leave day, bereavement day or vacation day. If the employee was scheduled to take a series (two or more) of connected sick days, personal leave days, bereavement leave days or vacation days and one of those connected days falls on the emergency school closing day, the employee will be charged for the day(s) that coincides with the emergency school closing day(s).

Section 14. Probationary Period:

Subd. 1. New employees in this unit will be considered probationary employees until June 30th if they have completed at least 120 workdays of employment. If a school year ends prior to a probationary employee serving at least 120 workdays, such employee shall be on probation for the following school year, ending June 30th. During this time they may be transferred, discharged or laid off. Upon completion of the probationary period, the employee will establish continuing employee status unless otherwise notified in writing by the employer prior to that date. Probationary employees will be evaluated by their immediate supervisor.

Section 15. Seniority/Job Elimination for Class 1, 2, 3, 4, 5, 6:

Subd. 1. Effective July 1, 2017, an employee that is on a performance improvement plan may not displace another employee, subject to the following conditions:

- a. Through the meet and confer process, it has been agreed that the employee performance improvement process has been followed.
- b. That the employee was placed on a performance improvement plan by December 1st, which outlines a plan for professional growth and support.
- c. Effective July 1, 2020, an employee that has been suspended in the last 2 years may not displace another employee.
- d. In the event of job elimination or layoff, an employee not on a performance improvement plan as outlined above, will have the right to accept layoff or, if qualified, choose to displace the least senior employee in the same job title. If the position eliminated is a single incumbent, or if the person serving in the eliminated position is the least senior in the job title, the employee will have the right to accept layoff or, if qualified and senior, choose to displace the least senior employee in the same classification with like employment status. If there are no employees in the same classification with like status, the employee may displace the least senior employee in a lower classification with like status. If there is no person less senior with like status, the employee may displace the least senior employee in the same classification of lower employment status. If the employee is on a performance improvement plan, they will be terminated.
- e. The displaced person will then have the right to accept layoff or to use the above procedure to find a position. The process will continue until no more jobs are available or until employee accepts layoff.
- f. Employment status increases the length of an employee's work year. In determining like status, 219 workdays will not be viewed as equal to 260 workdays.
- g. In all cases of displacement, the remaining employees must be more senior and qualified, as determined by the employer, to perform the duties of the new position assumed.
- h. Full-time employees may bump full-time or part-time employees with less seniority, but part-time employees may not bump full-time employees.

- i. An employee who assumes a new position as a result of the bumping procedure assumes the wage schedule which applies to the new position.
- j. If the employee wishes to exercise bumping rights, the employee must provide written notice to human resources within three working days of the notice of layoff stating their intent to exercise bumping rights.

Subd. 2. For a period of two years from the date of layoff, if any opening occurs in the school district, the laid off or bumped employee who is most qualified as determined by the district will be recalled if the position is at or lower than the employee's previous pay class and if the employee is qualified for the position. If the employee fails to report to work upon two weeks' notice of recall, this will cause the employee to lose all recall rights.

Subd. 3. For purposes of this section, an employee who suffers a reduction in hours which results in loss of eligibility for benefits (insurance or holiday/vacation) will be considered as having suffered a job elimination and will be entitled to exercise displacement rights as outlined above.

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

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

Section 16. Job Elimination for Class A and B: Employees in Class A and B in the event of job elimination requiring layoff, employee(s) terminated will be at the discretion of the program supervisor based on performance and programmatic needs of the system.

Section 17. Retirement Savings Plans: In accordance with Section 403(b) of the Internal Revenue Code, the school board will match the contribution of an eligible employee according to the following schedules towards an approved 403(b) retirement savings plan. The plan must meet the school district's guidelines for approval. These contributions shall be paid in equal increments in accordance with the payroll schedule and as described in Subd. 1 of this Section.

Subd. 1. District Annual Match – Effective July 1, 2014: The school district's match of an eligible employee's contribution will be the amount listed below:

	Maximum District Annual Match Amount
Employees are eligible in Class 1, 2, 3, 4, 5, 6, beginning at Step 3 for employees whose service began <u>prior to July 1, 1998</u> :	\$840* (The district will match up to \$35.00 per paycheck up to a maximum of \$840 per year.)

Employees are eligible in Class 1, 2, 3, 4, 5, 6, whose service began <u>after July 1, 1998</u> :	\$1080* (The district will match up to \$45.00 per paycheck up to a maximum of \$1080 per year)
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*Employees may choose to defer more than the district annual match amount. Federal law determines the maximum amount an individual can contribute annually.

Section 18. Retirement Incentive Pay:

Subd. 1. Eligibility: Class 1, 2, 3, 4, 5, 6, employees who have completed at least 15 years of continuous employment service, in any capacity with the school district, and who are at least 50 years of age will be eligible for retirement incentive pay pursuant to the provisions of this section upon submission of a written resignation accepted by the school district.

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

Subd. 3. Calculation of Benefit: An employee will be eligible to receive as incentive pay, upon retirement, the amount obtained by multiplying 60% of unused number of sick leave days, but in any event not to exceed 90 days times their daily rate of pay.

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

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

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

Subd. 7. Exceptions: Incentive pay will not be granted to any employee who is discharged by the school district.

Section 19. Uniform - Press Person: The school district will furnish new employees with five uniforms. Annually, thereafter, the school district will furnish three replacement uniforms, or the dollar equivalent of, in shirts, pants or smocks. The school district will not incur expenses beyond the cost of three replacement uniforms per Press Person employee.

ARTICLE 5
GROUP INSURANCE

Section 1. Health and Hospitalization Insurance for employees scheduled to work 30, or more hours weekly:

Subd. 1. The selection of insurance carriers and policies will be made by the school district. The Hourly Technical group will be invited to have a representative on the Insurance Advisory Committee.

Subd. 2. Basic Group Health and Hospitalization Plans: The district will contribute up to the following amounts towards the district's Group Health Insurance premiums for each eligible employee. Any portion of the premium that exceeds the district contribution will be paid by the employee and paid by payroll deduction.

Effective July 1, 2022

	Single	Employee +1	Family
High/ Value	\$621.57	\$966.64	\$1,548.74
HSA Plan	\$494.64	\$963.07	\$1,541.85

Effective July 1, 2023

	Single	Employee +1	Family
High/ Value	\$634.00	\$985.97	\$1,579.71
HSA Plan	\$504.54	\$982.34	\$1,572.69

Subd. 3. High Deductible Health Plan (HSA Plan) - Contributions to Health Savings Accounts

As recommended by the school district Insurance Advisory Committee, those employees participating in the HSA compatible health plan shall receive the following contributions to a qualifying Health Savings Account (HSA). Contributions will only be made to District approved HSA depository.

- Single HSA Coverage: \$200 per month
- Employee+1 Coverage: \$400 per month
- Family Coverage: \$400 per month

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

Subd. 4. Married Couples in District with Family Coverage: When an employee and their spouse are both employed by the school district and are eligible for the school district's group health and hospitalization plan, and together employees enroll in the same hospitalization plan, the chosen plan's full premium will be paid by the school district.

Subd. 5. Group Term Life Insurance: The school district will contribute the full premium per year for each \$1,000 in coverage toward the premium for group term life insurance for all full-time employees who qualify for and enroll in the school district's group term life insurance plan. Full-

time employees who qualify and enroll will be covered by group term life insurance in the amount of \$50,000. Part time employees who qualify and enroll will be covered by group term life insurance at \$20,000.

Subd. 6. Supplemental Group Term Life Insurance: Employees will have the option, subject to the conditions established by the school district's carrier, for group term life insurance as provided in Section 2 Subd. 4, to purchase supplemental group term life insurance in the amounts of \$50,000, \$75,000, \$100,000, \$125,000 or \$150,000.

In either option the amount will not exceed 3x annual salary. The cost of the supplemental coverage will be borne by the employee and paid by payroll deductions.

Subd. 7. Long-Term Disability Income Protection: The school district shall contribute the full premium for the long-term disability income protection plan for all full-year employees who are regularly scheduled to work 20 hours/week or more who qualify for and enroll in such coverage. This coverage will apply to the base annual salary. See MOU Long-Term Disability Coverage for Mental Health & Chemical Dependency.

Subd. 8. Dental Insurance (employees in Class 1, 2, 3, 4, 5, 6, and B scheduled to work 32 or more hours weekly):

- a) Single Coverage: The school district will pay up to \$28.00 per month for individual coverage for each employee who qualifies for and enrolls in the school district's group dental insurance plan. Any additional cost of the premium will be borne by the employee and paid by payroll deduction.
- b) Family/Dependent Coverage: The premium cost of the family/dependent coverage for each employee who qualifies for and enrolls in the school district's group dental insurance plan and who qualifies for family/ dependent coverage will be paid in total by the employee and paid by payroll deduction minus the school district's contribution for single coverage. Whether the school district offers family/dependent coverage is subject to the conditions established by the carriers.

Section 2. Eligibility: Full-time employees are eligible for group insurance. Those employees working a minimum of 30 or more hours per week will be eligible for group insurance. Qualifications include those established by the school district and the carrier of the coverage. Part-time employees, employees working a minimum of 15 hours but less than 30 hours per week, qualify only for the school district's basic health and hospitalization plan.

Section 3. Enrollment: All employees qualifying will enroll for such coverage in accordance with the procedures established by the school district. 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., a spouse, etc.) The human resources department shall determine the basis for sufficient documentation of group coverage from another source. If an employee waives health coverage under this Section, the employee will not receive any District contribution for health insurance benefits.

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 as agreed to herein and no claim will be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

Section 5. Duration of Insurance Contribution: An employee is eligible for school district contributions as provided in this Article as long as the employee is employed by the school district. Upon termination of employment, all school district participation and contribution will cease, effective on the last working day of the month in which employment terminates.

Section 6. Insurance Program Eligibility in the Event of Retirement: An employee who retires prior to age sixty-five (65) is eligible to participate in the health/hospitalization and dental plans but must pay the entire premium for the plans selected. The right to continue participation in such plans, however, will be in accordance with conditions of the carrier and/or until they qualify for coverage under another program.

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

Subd. 1. Description: The Section 125 Flexible Spending Plan (FSA) 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.

The plan year will be determined by the school board. There are three components to the plan:

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

ARTICLE 6 LEAVES OF ABSENCE

Section 1. Eligibility for Leaves and Absences: Only employees who are scheduled to work 20 hours or more per week are eligible for leave and absence benefits.

Section 2. Sick Leave:

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

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

Subd. 3. Use: Sick leave with pay will be allowed by the school district whenever an employee's absence is found to have been due to illness which prevented attendance at work and

performance of duties on that day or days, provided that the employee has unused sick leave at the time of such absence. If an employee wishes to take leave in less than one-hour increments, please email the HR leave specialist and they will enter the time off into absence management.

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

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. If 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 timely request in accordance with District procedure and subject to available balance.

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

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

- a) Upon the request of an employee who is absent from work as a result of a compensable injury under the provisions of the Workers' Compensation Act and/or an absence covered by the school district’s long-term disability insurance, the school district will pay the difference between the compensation received by the employee pursuant to the Workers' Compensation Act and/or LTD and the employee's base rate of pay to the extent of the employee's earned accrual of sick leave.
- b) A deduction will be made from the employee's accrued sick leave according to the pro rata portion of days of sick leave which is used to supplement Workers' Compensation and/or LTD payments.
- c) Such payment will be paid by the school district to the employee only during the period of disability.
- d) In no event will the additional compensation paid to the employee by virtue of sick leave pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the base compensation of the employee.

- e) An employee who is absent from work due to 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 3. Family Illness:

Subd. 1. Use: Employees may be granted up to a maximum of ten 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 employee's daily rate of pay.

M.S. 181.940 defines "child as an individual under 18 years of age or an individual under age 20 who is still attending secondary school." Article VI, Section 1, Subd. 3.b. applies in the event of minor child illness.

Section 4. Bereavement Leave:

Subd. 1. Use – Immediate Family: Employees will be granted up to five 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, grandparent, grandchild, son-in-law, daughter-in-law, guardian, and any other relative or non-relative who stands in the same relationship with the employee. Such absences will be deducted from accrued sick leave. If the employee does not have sufficient accrued sick leave, there will be a salary reduction based on the employee's daily rate of pay. Additional absence, but not to exceed five additional days may be granted.

Subd. 2. Use – Not Immediate Family: Absence due to the death of a person not listed in Subd. 1 will be limited to one day per occurrence. Such absence will be deducted from accrued sick leave. If the employee does not have sufficient accrued sick leave, there will be a salary reduction based on the employee's daily rate of pay.

Section 5. Personal Leave:

Subd. 1. Purpose: Employees will be credited one personal leave day per year, accumulative to five days. Personal leave may be used for activities requiring the employee's personal attention not covered under other provisions of these terms and conditions of employment.

Subd. 2. Request: Requests for personal leave must be made in writing to the supervisor and human resources at least three days in advance of the leave, except in event of emergencies. The request need not state the reason for the personal leave day. The day(s) will not be deducted from sick leave.

Subd. 3. 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 2% of the employees covered by these terms and conditions of employment be granted personal leave.

Section 6. Child Care/Adoption Leave:

Subd. 1. Purpose: An employee, upon request, may be granted a leave for the purpose of childcare 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 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 childcare leave will inform human resources in writing of the intention to take the leave at least three calendar months before commencement of the intended leave. For an adoption leave, the employee will inform human resources in writing at the earliest opportunity of the intention to take the leave.

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

Subd. 4. Use of Sick Leave for Adoption: An employee may request to use up to 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 childcare/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 involved.
- d) The health and welfare of the employee, unborn child or adopted child.
- e) The recommendation of the employee's licensed medical provider.

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 12 months in duration.
- b) Permit the employee to return to their 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 45 days' notice to return.

Subd. 9. Reinstatement: An employee returning from childcare/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 Hourly Technical employees are intended to be periods of actual service enabling the school district to have an opportunity to evaluate an employee's performance. The parties agree, therefore, that periods of time for which the employee is on childcare/adoption leave will not be counted in determining the completion of the probationary period.

Subd. 12. Salary: Any childcare/adoption leave of absence granted under this Section will be a leave without pay except as provided in Section 1 of this Article.

Subd. 13. Insurance: An employee on childcare/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. 14. Notification to Return: An employee on childcare/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 1st.
- b) At least 60 days prior to the specified return of the leave when such date falls at any other time during the school year.

Subd. 15. Failure to Return Contract: The employee will lose all re-employment rights if the employee refuses or fails to return the contract within ten days.

Section 7. Long-Term Leave:

Subd. 1. Eligibility: Employees with a minimum of three years of experience in the school district may apply for an unpaid leave of absence once during their school district employment. Additional leaves may be granted at the discretion of human resources for health reasons and election to political office.

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

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

Subd. 4. Benefit Accrual: An employee on approved leave will retain accrued benefits as of the beginning date of the leave. No benefits will accrue during the period the employee is on leave.

Subd. 5. Purpose: Consideration for granting long-term leaves will be given for:

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

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

Subd. 7. Reinstatement: An employee returning from long term leave for Education, Approved Travel, Family Reasons, Retraining or Career Change reasons will be re-employed in the position occupied prior to the leave, subject to the following conditions:

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

An employee returning from long term leave for health or election to political office reasons will be re-employed in the position occupied prior to the leave, subject to the follow conditions:

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

Subd. 8. Failure to Return Notice: The employee will lose all re-employment rights if they refuse or fails to return the notice within 10 days of receipt.

Section 8. Short-Term Leaves (Ten Days or Less):

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

Subd. 2. Duration: Short-term leave may be granted for not more than ten working days during the period of these terms and conditions of employment.

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

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

Subd. 4. Approval: Short-term leave may be granted only in extraordinary circumstances once all other paid vacation and personal leave has been exhausted and must be approved by human resources.

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

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

Section 9. Jury Duty:

Subd. 1. Notice to school district: Notice to District: Employees who receive a summons for jury service are to send a PF22 and a copy of the summons to the HR Attendance Specialist immediately. Instructions for entering absences and finding a substitute will be given once the summons is received by the Attendance Specialist.

Subd. 2. Remittance of Stipend: Remittance of Stipend: Employees who receive a stipend for jury service will need to reimburse the district for the per diem amount only. Typically, this is \$20 per day.

Subd. 3. Pay: Employees will have no loss of pay as a result of being summoned for jury service if the provisions of Subd. 1 and 2. of this section are completed. Failure to do so will result in the deduction of pay for the day(s) of work missed.

Section 10. Religious Leave: Hourly Technical personnel may be granted up to three days of religious leave. Hourly Technical personnel must make application, including a brief summary of detail of the request, to human resources at least three days prior to the religious leave. Human resources will notify the employee's supervisor to make the necessary arrangements allowing the employee to make up the days at some other prearranged time. However, an employee may utilize provisions outlined in Section 4, Personal Leave, or Section 1, Sick Leave, or Article IV, Section 7, Vacation, if so desired. If

the employee chooses none of the options as outlined herein, the leave will be granted with full loss of pay.

ARTICLE 7 GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" will mean an allegation by an employee regarding a dispute or disagreement between the employee and the school district as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in these terms and conditions of employment.

Section 2. Representative: The employee, supervisor, or school board may be represented during any step of the procedure by member or agent of the designated unit to act in the employee's behalf.

Section 3. Definitions and Interpretations:

Subd. 1. Extension: Time limits specified in these terms and conditions of employment may be extended by mutual agreement.

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

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

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

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

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

Subd. 1. Informal Discussions: Informal discussions will take place between the grievant and their supervisor. Through these discussions the parties will attempt to resolve the problem.

Subd. 2. Level 1: If the grievance is not resolved through informal discussions, the employee may submit the item in writing to human resources. Human resources will give a written decision on the grievance to the parties involved within ten days after receipt of the written grievance.

Subd. 3. Level 2: 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 days after receipt of the decision in Level 1.

If a grievance is properly appealed to the superintendent, the superintendent or designee will set a time to meet regarding the grievance within 15 days after receipt of the appeal. Within 10 days after the meeting, the superintendent or designee will issue a decision in writing to the parties involved.

Subd. 4. Level 3: 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 days after receipt of the decision in Level 2. If a grievance is properly appealed to the school board, the school board will set a time to hear the grievance within 20 days after receipt of the appeal. Within 20 days after the meeting, the school board will issue its decision in writing to the parties involved. At the option of the school board, a committee or representative(s) of the school board may be designated by the school board to hear the appeal at this level and report its findings and recommendations to the school board. The school board will then render its decision.

Section 6. School Board Review: The school board reserves the right to review any decision issued under Level 1 or Level 2 of this procedure provided the school board or its representative notifies the parties of its intention to review within 10 days after the decision has been rendered. In the event the school board reviews a grievance under this section, the school board reserves the right to reverse or modify such decision.

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

Section 8. Reprisals: No reprisals of any kind will be taken by the school board or by any member of the administration against any person or any other participants in the procedure by reason of such participation. Nothing herein will be construed to limit, impair, or affect the right of any employee as provided in state statutes.

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

ARTICLE 8 DURATION

Section 1. Term of Agreement: These terms and conditions of employment will run from July 1, 2022, through June 30, 2024, and thereafter until modifications are adopted by the school board.

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

Section 3. Severability: The provisions of these terms and conditions of employment will be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it will not affect any other provisions of these terms and conditions of employment or the application of any provision thereof.

MEMORANDUM OF UNDERSTANDING

BETWEEN

OSSEO AREA SCHOOLS ISD 279

and

HOURLY TECHNICAL PERSONNEL

<u>TOPIC</u>	<u>PAGE</u>
• Severance Pay	24
• Limits to Long-Term Disability Coverage	25

Severance Pay

EFFECTIVE DATES: July 1, 2022 – June 30, 2024

AGREEMENT:

Subject to the limitations listed below, the school district will contribute severance pay to eligible employees in Class 1, 2, 3, 4, 5, and 6 as follows:

- Post Retirement Arrangement Plan – 100% of severance

Employees who are exempted from participating in the Post-Retirement Health Arrangement Plan, as per IRS guidelines, must contribute 100% of severance into the Special Pay Deferral Plan.

- Special Pay Deferral Plan (403(b)) – The balance of severance pay

The district's annual contribution into the retiree's Special Pay Deferral Plan account must not exceed the IRS contribution limit during any given year. Any remaining balance will be paid into the Special Pay Deferral Plan in future consecutive fiscal years to the extent allowable by the IRS.

All school district payments will be made according to the timeline and payment schedule as provided in the Terms and Conditions of Employment.

This is the full and complete agreement of the parties on this issue. There are no other oral or implied agreements.

This agreement does not set any precedent for any future issue.

Limits to Long-Term Disability Coverage

TOPIC: Limits to Long-Term Disability Insurance Coverage

EFFECTIVE DATE: Upon ratification

The plan design for long-term disability coverage for chemical dependency and mental health may be changed to a combined 24 months of coverage per claim. These changes will only go into effect contingent on the agreement of all other bargaining groups in the Osseo Area school district, approval of the Insurance Advisory Committee and approval by the school board. If no agreement is reached among the groups, or if the Insurance Advisory Committee and/or school board do not approve the design of the request for proposal (RFP) and/or the bid/proposal itself, this language will be null and void. In the interim follow Article VIII, Section 3, Subd. 4. school district