

CONTRACT

Between

OSSEO AREA SCHOOLS



INDEPENDENT SCHOOL DISTRICT 279
Osseo Area Schools

and



Local No. 7343
NEA / AFT / AFL-CIO

EDUCATION MINNESOTA - OSSEO
ADMINISTRATIVE EDUCATIONAL SUPPORT PROFESSIONALS
(AESP)

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

**AGREEMENT ON
TERMS AND CONDITIONS OF EMPLOYMENT
BETWEEN
INDEPENDENT SCHOOL DISTRICT 279
MAPLE GROVE, MINNESOTA
AND
ADMINISTRATIVE EDUCATIONAL SUPPORT PROFESSIONALS**

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

For the Education MN-Osseo
Administrative Educational Support Professionals

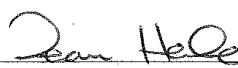


AESP Negotiator



AESP Education Minnesota-Osseo President

For Independent School District 279



Chair



Clerk



Director, Labor Relations

Dated this 23 day of August, 2016

Dated this 16th day of August, 2016

Addresses of Official Notice:

EDUCATION MINNESOTA-OSSEO
Local #1212
9210 Wyoming Ave. N. #200
Brooklyn Park, MN 55445

SCHOOL BOARD
Office of the Superintendent
11200 93rd Ave. N.
Maple Grove, MN 55369

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ARTICLE I PURPOSE

Section 1. Parties: This Agreement, entered into between the School Board, Independent School District 279, Maple Grove, Minnesota, hereinafter referred to as the School Board and the Education Minnesota – Osseo Administrative Educational Support Professionals (Education Minnesota, NEA, AFT, AFL-CIO), hereinafter referred to as the Exclusive Representative, 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 the Administrative Educational Support Professionals during the term of this Agreement.

ARTICLE II DEFINITIONS

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

Section 2. Administrative Educational Support Professionals: Will mean any person employed by the School Board in a capacity exclusively associated with the provisions of clerical services. The term employee as used herein will not include confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal Administrative Educational Support Professionals work 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. Full-time Employee: Will mean any person who is scheduled to work 40 hours per week.

Section 4. School Board: For purposes of administering these terms and conditions of employment, the term "School Board" may also mean its designated representative.

Section 5. Other Terms: Terms not defined in these terms and conditions of employment will have those meanings as defined by PELRA.

ARTICLE III SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: The Administrative Educational Support Professional (AESP) employees recognize that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure, and selection, direction, and number of personnel.

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

Section 3. Effect of Laws, Rules and Regulations: The Administrative Educational Support Professionals recognize that all employees covered by these terms and conditions of employment shall perform the services prescribed by the School District and shall 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 shall be without force or effect.

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

ARTICLE IV EMPLOYEE RIGHTS

Section 1. Right to Views: Nothing contained in these terms and conditions of employment will be construed to limit, impair or affect the right of any employee, or his/her representative, to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment; nor will it be construed to require any employee to perform labor or services against his/her will.

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

Section 3. Request for Dues Check-off: Administrative Educational Support Professional employees will have the right to request dues check-off for the Exclusive Representative in accordance with the provisions of PELRA. Upon receipt of a properly executed authorization form from the employee to the Union, the School District will deduct, in equal installments, from the employee's paycheck the dues the employee has agreed to pay the Exclusive Representative during the effective period of authorization. The authorization will continue in effect until terminated by the employee in writing to the Union prior to the end of any membership year (August 31.) Such dues deducted will be forwarded to the treasurer of the Education Minnesota – OSSEO Administrative Educational Support Professionals.

Subd. 1. Term of Authorization: Authorization for EM-O AESP active membership will be through a properly submitted application with EM-O AESP. The Union will provide the School District payroll department with a list of all current active members on payroll deduction prior to September 20 of each school year, including the total amount of dues to be deducted for the school year.

Section 4. Fair Share Fee: In accordance with PELRA, any Administrative Educational Support Professional 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 the services rendered as Exclusive Representative. The fair share fee for any Administrative Educational Support Professional will be in an amount equal to the regular membership dues for the Exclusive Representative, less the cost of benefits financed through the dues, and available only to members of the Exclusive Representative. In no event will the fee exceed eighty five percent (85%) of the regular membership dues.

Subd. 1. Authorization: The Exclusive Representative will provide written notice of the amount of the fair share fee assessment to the Bureau of Mediation Services, the School District, and to each Administrative Educational Support Professional to be assessed the fair share fee. Upon employment with the School District, all Administrative Educational Support Professionals fall under the "fair share" status. Administrative Educational Support Professionals must sign a dues card and return it to the treasurer of Education Minnesota – OSSEO Administrative Educational Support Professionals to become a "full share" member.

Subd. 2. Challenge: A challenge by an Administrative Educational Support Professional or by a person aggrieved by the assessment will be filed in writing with the Bureau of Mediation Services, the School District, and the Exclusive

Representative within thirty (30) days after receipt of the written notice. All challenges will specify those portions of the assessment challenged and the reasons, therefore, but the burden of proof relating to the amount of the fair share fee will be on the Exclusive Representative. The School District will deduct the fee from the earnings of the employee and transmit the fee to the Exclusive Representative thirty (30) days after the written notice was provided, or, in the event of a challenge, if filed, the deductions for a fair share fee will be held in escrow by the School District pending a decision by the Bureau of Mediation Services or court. Any fair share challenge will not be subject to the grievance procedure.

Subd. 3. Claims Against the School District: The Exclusive Representative hereby warrants and covenants that it will defend, indemnify and save the School District harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the Exclusive Representative as provided herein.

Section 5. Remitting to the Exclusive Representative: With respect to all dues deducted by the School District, whether for membership dues for fair share fee, the School District shall remit to the Exclusive Representative within thirty (30) calendar days from each date of deduction, the total amount deducted, accompanied by the list of Administrative Educational Support Professionals for whom such deductions have been made, categorizing them as to membership or non-membership in the Exclusive Representative. The Exclusive Representative agrees to advise the School District of all members of the Exclusive Representative in good standing and from time to time furnish information needed by the School District to fulfill the provisions of this Article, and not otherwise available to the School District.

Section 6. Progressive Discipline: An employee will be disciplined only for just cause. The School District recognizes the concept of progressive discipline consisting of: (1) oral reprimand; (2) written reprimand; (3) suspension without pay; (4) demotion; or (5) discharge. Notwithstanding this concept, the School District reserves, in its sole discretion, the right to impose discipline at any level. Any form of discipline noted above which is to become part of an employee's personnel file shall be given to the affected employee prior to becoming part of the personnel file.

Section 7. Personnel Files:

Subd. 1. Right to Review/Frequency: Upon request by an employee, the School District will provide the employee with an opportunity to review his/her personnel file.

Subd. 2. Review: A request will be made to Human Resources. Human Resources will comply with a request pursuant to Subd. 1. of this Section no later than seven (7) working days after receipt of the request and will schedule an appointment for the employee to review his/her personnel file and will notify the employee of such appointment. All such reviews will take place in Human Resources during its normal hours of operation, and a Human Resources employee shall be present when an employee reviews his/her personnel file.

Subd. 3. Right to Copy: After the review and upon the employee's request, the School District will provide the employee with a copy of the requested record. The School District may not charge a fee for the copy.

Subd. 4. Right to Response: The employee may submit for inclusion in his/her personnel file a written response to any material contained in such file.

Subd. 5. Destruction/Expungement: The School District may destroy or expunge such files as provided or required by law.

Section 8. Notification of Employee Status: The School District shall notify the President of EM-O AESP and membership chair in writing of any and all changes in employee status in the AESP unit within seven (7) business days of such changes.

Section 9. District Committee Representation: The President of EM-O AESP will appoint AESP members to represent EM-O AESP on District level committees.

Section 10. Professional Development: The School District recognizes the value of continual training and professional development to both the School District and AESP unit employees. AESP unit employees may submit requests to attend professional development activities that relate to their employment to their supervisor for approval. Expenses associated with professional development programs such as in-service, conferences, conventions, and workshops will be covered by the School District. Expenses covered may include: registration, parking, meals, materials, and mileage.

Representatives of EM-O AESP and the School District shall meet and confer to discuss creating and implementing new training and professional development programs.

Section 11. Other Rights: Employees will have all other rights prescribed by PELRA.

ARTICLE V
BASIC SCHEDULES AND HOURLY RATES OF PAY

Section 1. 2016-2018 Rates of Pay: The wage schedule will not be considered an integral part of continued employment.

Rates of Pay for July 1, 2016 - June 30, 2017	STEP 1	STEP 2	STEP 3	STEP 4
CLASS II-A (212 Days)	\$15.22	\$17.68	\$18.40	\$19.46
CLASS II-B (260 Days)	\$15.22	\$17.68	\$18.40	\$19.46
CLASS III-A (212 Days)	\$17.56	\$19.90	\$20.55	\$21.80
CLASS III-B (260/261 Days)	\$17.56	\$19.90	\$20.55	\$21.80
CLASS IV-A (219 Days)	\$18.65	\$21.43	\$22.19	\$23.36
CLASS IV-B (260/261 Days)	\$18.65	\$21.43	\$22.19	\$23.36
CLASS V-B (260/261 Days)	\$18.93	\$21.82	\$22.77	\$23.99

Rates of Pay for July 1, 2017 - June 30, 2018	STEP 1	STEP 2	STEP 3	STEP 4
CLASS II-A (212 Days)	\$15.56	\$18.07	\$18.81	\$19.90
CLASS II-B (260/261 Days)	\$15.56	\$18.07	\$18.81	\$19.90
CLASS III-A (212 Days)	\$17.96	\$20.35	\$21.02	\$22.29
CLASS III-B (260/261 Days)	\$17.96	\$20.35	\$21.02	\$22.29
CLASS IV-A (219 Days)	\$19.07	\$21.91	\$22.68	\$23.88
CLASS IV-B (260/261 Days)	\$19.07	\$21.91	\$22.68	\$23.88
CLASS V-B (260/261 Days)	\$19.36	\$22.31	\$23.28	\$24.53

A career increment will be paid to all employees who have the designated number of years of consecutive employment in Independent School District 279, identified in the table below. Career increments are effective on the employee's anniversary date.

July 1, 2016-June 30, 2017 Increments

Years of Service	Increment (per hour)
10-14	\$.65
15-19	\$.80
20+	\$1.10

July 1, 2017-June 30, 2018 Increments

Years of Service	Increment (per hour)
10-14	\$.70
15-19	\$.85
20+	\$1.15

Section 2. Classifications:

- II-A. Middle School General Clerical
Middle School Counselor's Office Secretary
Senior High Counselor's Office Secretary
Senior High Secretary/Student Services
Media Secretary

- III-A. Achieve Program Secretary
Early Childhood Program Secretary
Early 5/Learning Readiness/ECFE Secretary
ELL Program Secretary
Interagency Program Secretary
OSTC Secretary

- III-B. Adult Basic Education Secretary
Early Childhood Service Center Secretary
Enrollment Center Office Secretary
Information Systems Secretary

- IV-A. District 279 Foundation Secretary
Resource Manager
Elementary School Secretary
Extracurricular Transportation Secretary
LCTS Secretary
Activities Coordinator Secretary

- IV-B. Community Education Secretary
Community Use of Facilities Secretary
Curriculum Center Secretary
Custodial/Maintenance Department Secretary
School Nutrition Secretary
Middle School School Secretary
Media Services Secretary
Kidstop Program Secretary
Research, Evaluation and Assessment Secretary
Senior High School Secretary/Administrative
Senior High School Registrar
Student Services Secretary/Records
Technology Department Secretary
Transportation Department Secretary

- V-B. Accounting Clerk (Accounts Payable/Accounts Receivable)
Accounting Support Clerk
Clerk/Buyer

V-B *continued*

Equity and Integration Secretary
Instructional Support Services Secretary
Secretary to Assistant Superintendent, Administration
Secretary to Assistant Superintendent, DLTL
Secretary to Director, Business Services
Special Education Transportation Secretary
Secretary of Student Records
Secretary to Director, Curriculum, Instruction and Educational Standards
Secretary to the Director of Student Services
Student Services Secretary
Student Services Secretary/Tuition
Third Party Billing

Section 3. Work Year: Employees will normally work on days school is in session or scheduled to be in session (includes workshop days).

Subd. 1. CLASS II-A, III-A: 212 DAYS less nine (9) holidays. Up to five (5) of these 212 days may be scheduled by mutual agreement in the summer prior to school being in session, or after school is in session, to meet the needs of the site. If any summer work days are scheduled prior to or after school is in session, the employee will be allowed to exchange these days for other work days during the school year and will identify these days on their work year calendar by mutual agreement (July 1st – June 30th). These days may be used on student contact days.

Subd. 2. CLASS IV-A: 219 DAYS less nine (9) holidays. Up to five (5) of these 219 days may be scheduled by mutual agreement in the summer prior to school being in session, or after school is in session, to meet the needs of the site. If any summer work days are scheduled prior to or after school is in session, the employee will be allowed to exchange these days for other work days during the school year and will identify these days on their work year calendar by mutual agreement (July 1st – June 30th). These days may be used on student contact days.

Subd. 3. CLASS II-B, III-B, IV-B and V-B: 260/261 DAYS less eleven (11) holidays and scheduled vacation.

Section 4. Holidays: Employees will have the holidays that fall within their work year. Any of the holidays that fall within a twelve (12)-month employee's vacation period will not count as a vacation day.

Subd. 1. Class II-B, Class III-B, Class IV-B and Class V-B employees will be granted eleven (11) paid holidays as determined by the School District prior to July 1 each year.

Subd. 2. Class II-A, Class III-A and Class IV-A employees will be granted nine (9) paid holidays as determined by the School District prior to July 1 each year.

Section 5. Vacation Allowance: Employees regularly scheduled to work 32 or more hours per week and 260/261 days per year will be granted vacation as follows:

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

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

Subd. 1. Conditions for Vacation Allowance:

- a) Vacation may be used in hourly increments.
- b) Vacation must be earned prior to the time it is taken. Effective July 1, 2009, vacation will be credited pro-rata for each month earned consistent with the first payroll cycle each month.
- c) Vacation time earned as of June 30th in a fiscal year must be used prior to July 1st of the following fiscal year. Employees will be allowed to carry over up to eighty (80) vacation hours to be used no later than December 31 of the current calendar year.
- d) Vacation must be scheduled in advance with the employee's supervisor and must be approved by Human Resources or designee.
- e) An employee resigning prior to an earned vacation period (anniversary date) is entitled to a pro rata share of vacation time or vacation pay earned upon proper submission to the employer of at least two (2) weeks' notice of proposed termination date. Failure on the part of the employee to give proper notice will constitute forfeiture of this provision.
- f) Eligible employees in Classifications II-A, III-A, and IV-A, who become employed in Classifications II-B, III-B, IV-B and V-B (260/261 days), or whose job becomes a 260/261-day position, will be credited with actual months

worked in these classifications for computing vacation allowances for the 260/261-day position.

- g) The maximum payout of vacation hours upon termination of employment will be 200 hours, calculated at the employee's daily rate of pay, excluding any additional compensation.

Section 6. Hours:

Subd. 1. Daily Assignment: Employees are normally required to work a minimum of eight (8) hours a day. The scheduled hours may be adjusted to meet the needs of the employee's work site and the School District to ensure optimal levels of service are provided. Adjustments to the normal hourly and work week schedule will require approval from the employee's immediate supervisor and Human Resources. Except in emergency situations as determined by the supervisor, failure to attain pre-approval prior to adapting work hours may be subject to discipline. Employees are required to report compensable time weekly to the supervisor. If an adjustment to the normal hourly and work week schedule is intended to last more than five (5) work days, the employee shall be given reasonable notice prior to the adjustment to the schedule.

Subd. 2. Lunch Period: A thirty (30) minute lunch period is not a part of the workday.

Subd. 3. Overtime: Work over forty (40) hours per week will be paid at time and one-half or by compensatory time as time and one-half, as determined by the employee and the immediate supervisor. All overtime must be authorized in advance. Failure to attain pre-approval prior to working overtime hours may be subject to discipline.

Subd. 4. Notice of Assignment: 260/261-day AESP employees will be given written notice no later than June 1st for the succeeding school year of any change in their regular assignment and/or reduction in hours, in which case such changes will be subject to the provisions of Article V, Section 12. All other AESP employees will be given written notice no later than June 15th for the succeeding school year of any change in their regular assignment and/or reduction in hours. Such changes in regular assignment will be subject to the provisions of Article V, Section 12.

Section 7. 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 (3) days, per school year, for their normal work assignment. This provision will apply for full days only when school has been cancelled prior to the opening of the normal school day.

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

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

Section 8. Placement on Schedule: New employees will be placed on the schedule by class and step as determined by the requirements of the job and the discretion of Human Resources.

Section 9. Movement on Schedule: Effective June 30, 2014, employees will be entitled to step movement and/or career increments only upon satisfactory job performance, as determined by the employee's performance evaluation and as authorized by the School Board. Employees who do not receive a step increase or career increment due to job performance shall be eligible for such step increase or career increment the following January 1st.

Subd. 1. Placement and movement on schedule effective July 1 for eligible employees:

- a) Each Administrative Educational Support Professional who has worked a minimum of 120 paid days during the school fiscal year (July 1st to June 30th) will move to the next step on the salary schedule on July 1st of the following year. Schedule advancements will occur on July 1st of each year for eligible employees. Employees will maintain their seniority based on their original hire date within the unit. For the purposes of this section, a day worked will include paid leave and holiday pay.
- b) This subdivision is not intended to apply to eligibility for career increment eligibility. Eligibility for career increment(s) will remain applicable at anniversary date pursuant to Article V, Sections 1 and 2.

Section 10. Probation and Permanent Status: New AESPs will be considered probationary until June 30th, provided they have worked 90 days from their hire date to June 30th. Working days shall include days actually worked, vacation, sick leave, paid holidays, and personal leave. If a school year ends prior to a probationary employee serving at least ninety (90) working days, such employee shall be on probation for the

following school year, ending June 30th. During this time they shall have no seniority privileges and may be transferred, discharged, or laid off. Upon completion of the probationary period an employee will establish regular employee status unless otherwise notified in writing by the employer prior to the end of the probationary period.

An employee awarded a position in a higher classification will serve a transfer probation period of at least forty-five (45) working days in the new position. Working days shall include days actually worked, vacation, sick leave, paid holidays, and personal leave. If a school year ends prior to the employee serving at least forty-five (45) working days, such employee shall be on probation for the following school year, until the forty-five (45) working days are completed. If the employer determines that the employee's performance in the new position is unsatisfactory, the employee's probationary period shall end and the employee shall not displace any other employee in the District. The employee will be placed on a recall list pursuant to Article V, Section 13, Subd. 2, and will be placed into an opening at or lower than the employee's position held prior to working in the higher classification.

Probationary employees will be evaluated by their immediate supervisor.

Section 11. Posting of Positions: Vacancies to be filled other than those resulting from an approved leave will be posted for a period of five (5) working days. Employees interested in applying should discuss the possible transfer with their immediate supervisor before posting for the position with 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. All applicants will be notified when the position has been filled.

Section 12. Seniority/Job Elimination: Seniority will be used in determining the layoff and recall procedure of employees. Effective July 1, 2017, an employee that is on a performance improvement plan may not displace another employee, subject to the following conditions:

1. Human Resources and the union agree that due process was followed.
2. That the employee was placed on the performance improvement plan by December 1st that outlines a plan for professional growth and support.

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

status, the employee may displace the least senior employee in a lower classification with like status. If there is no person less senior with like status, the employee may displace the least senior employee in the same classification of lower employment status. (For example, a senior displaced V-B can displace the least senior V-B. If that employee is the least senior displaced V-B, they can displace the least senior IV-B if they have more seniority than the IV-B. If they have less seniority than the IV-B, then the employee can displace the least senior III-B if they have more seniority. If they have less seniority than the III-B, then the employee can displace the least senior II-B if they have more seniority.) In determining like employment status, 212- and 219-work days will be viewed as equal. Bumping does not occur between Class A (212/219-work days) and Class B (260/261-work days) AESPs.

Open positions will be considered the least senior position.

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.

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.

For the purposes of this section, full-time employees are employees who are scheduled to work 40 hours per week. Full-time employees may bump full-time or part-time employees with less seniority, but part-time employees may not bump full-time employees.

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

If the employee wishes to exercise bumping rights, the employee must provide written notice to Human Resources within five (5) working days of the notice of layoff stating their intent to exercise bumping rights.

Subd. 2. Recall: For a period of two (2) years from the date of layoff, if any opening occurs in the School District, the laid off or bumped employee with the most seniority 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. An employee will have the right to refuse a job offer once, but if the employee fails to accept a position upon the second job offer, such failure will be viewed as a resignation by the employee. If the employee fails to report to work upon two (2) weeks' notice of recall, this will cause the employee to lose all recall rights.

Subd. 3. Displacement Rights: For purposes of this Section, an employee who suffers a reduction in hours will be considered as having suffered job elimination and will be entitled to exercise displacement rights as outlined above. An employee who suffers a reduction in hours may choose to maintain the position with reduced hours rather than exercise displacement rights. The employee must provide written notice to the Human Resources department within five (5) working days regarding their choice. If the reduced hours are reinstated within two (2) years from the reduction date, the employee who accepted a reduction in hours will have rights to the hours that are reinstated.

Subd. 4. Insurance: An employee who suffers a reduction in hours will maintain their current insurance benefits and employer contribution through June 30.

Subd. 5. Seniority List: Seniority starts with the first day of work for the School District in the Administrative Educational Support Professional unit. If the starting date is the same, seniority will be determined by the last three (3) digits of the employee's PERA number, with a lower number taking precedent over a higher number. An updated seniority list will be posted on my279.org each month, September through June.

For job elimination and retirement incentive purposes only, additional seniority credit will be given to AESPs who have continuous experience with the District in the ESP unit as a Clerical ESP and who were hired in the AESP unit prior to July 1, 2002. No additional seniority credit will be given to any group outside of the AESP unit after June 30, 2002.

Subd. 6. Loss of Seniority: An employee who is properly discharged or resigns, or who has been laid off for a period of twenty-four (24) months without being recalled, or who fails to report to work upon two (2) weeks' notice of recall, will forfeit all seniority rights.

Section 13. Retirement Savings Plans: The School District's match of an eligible employee's contribution will be the amount listed below. The School District's match is applicable only for eligible employees. Contributions will be made towards the School District's approved 403(b) plan, unless grandfathered in during a previous contract.

<u>Employees Whose Service Began Prior to July 1, 1994 – Eligible Classifications: (Employees are eligible beginning at Step 3. Employees must contribute at least the amount indicated to receive the District Annual Match Amount.)</u>	Maximum District Annual Match Amount
Class II-B, Class III-B, Class IV-B and Class V-B (260/261 Days)	\$680.00*
Class IV-A (219 Days) and Class II-A, Class III-A (212 Days)	\$680.00*

<u>Employees Whose Service Began After July 1, 1994 – Eligible Classifications: (Employees are eligible after one (1) year of service). Employees must contribute at least one of the amounts indicated to receive the District Annual Match Amount.)</u>	Minimum District Annual Match Amount	Maximum District Annual Match Amount
Class II-B, Class III-B, Class IV-B and Class V-B (260/261 Days)	\$440. ⁰⁰	\$900. ⁰⁰ *
Class IV-A (219 Days)	\$440.00	\$900.00*
Class II-A, Class III-A (212 Days)	\$440.00	\$900.00*

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

Section 14. Retirement Incentive Pay:

Subd. 1. Eligibility: Full-time AESP employees (32 hours or more), whose service began prior to July 1, 1994 and who have completed at least fifteen (15) years of full-time continuous employment service with the School District, and who are at least fifty (50) years of age, will be eligible for retirement incentive pay pursuant to the provisions of this Section upon submission of a written resignation accepted by the School District. For this section only, additional seniority eligibility credit will be given to an AESP who has continuous experience with the District in the ESP unit as a Clerical ESP and who was hired in the ESP unit prior to July 1, 2002. Years of service in the School District must have been as a Clerical Educational Support Professional and/or an Administrative Educational Support Professional.

Subd. 2. Exclusion: This Section will apply only to eligible employees as defined in Subdivision 1 above and whose service began prior to July 1, 1994. 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 sixty percent (60%) of the unused number of sick leave days, but in any event not to exceed ninety (90) days, times his/her daily rate of pay.

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

Subd. 5. Payment Schedule 50-54: An employee who retires at age 50-54 will receive their incentive pay on July 20 if their birth date is between January 1 and June 30 in the year they reach age 55. If their birth date is between July 1 and

December 31, they will receive their incentive pay on January 20 of the following year.

Subd. 6. Payment Schedule 55 and Over: Incentive pay for retirement at or after age 55 will be paid by the School District on July 20 of the same year if the retirement date is between January 1 and June 30. If the retirement date is between July 1 and December 31, it will require payment on January 20 of the following year.

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

Section 15. Section 125 Plan (Flexible Spending Plan): The School District will provide a Flexible Spending Plan under the Internal Revenue code for all employees.

Subd. 1. The Section 125 Plan will be available to both active and retired staff.

Subd. 2. Description: The Section 125 Plan (Flexible Spending Plan) offered by the School District is a plan established to provide a way to save money on costs for medical and dependent care expenses. The three 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:

- a) Health insurance premium deduction with pre-tax dollars. (Article VI, Section I)
- b) Dependent care reimbursement account (employees scheduled to work 32 hours or more per week only).
- c) Medical expense reimbursement account (employees scheduled to work 32 hours or more per week only).

Section 16. Sick Leave Reduction Incentive: All employees shall be entitled to a Sick Leave Reduction Stipend under the following conditions:

Subd. 1. Sick leave use for the entire bargaining unit must average 50.00% or less for the year.

Subd. 2. Average sick leave use will be determined by adding all the days used by each member of the bargaining unit, excluding maternity leaves, long-term

medical leaves, retirement incentive payouts, bereavement, and/or conversion to personal leave, and dividing that total by all the days accrued by each member of the bargaining unit. The calculation for average sick leave use will be performed and administered by the Human Resources Department and reviewed by Education Minnesota – OSSEO AESP.

Subd. 3. If the conditions of Subd. 1 and Subd. 2 above are met, employees who have used 5.00 sick leave days or less (pro-rated based on the employee's service and assignment that year) shall qualify for a stipend equal to one (1) day's pay based on the employee's regular daily schedule and hourly rate.

As a guide, payment of the stipends will be based on the following:

- a. 260/261-day employees: use of 5.00 sick leave days or less
- b. 219-day employees: use of 4.37 sick leave days or less
- c. 212-day employees: use of 4.37 sick leave days or less

Subd. 4. The stipend for each year, consisting of July 1, through June 30, will be paid no later than September 20 the following fiscal year.

ARTICLE VI GROUP INSURANCE

Section 1. Health and Hospitalization Insurance for full-time employees (employees scheduled to work 32 or more hours weekly): The selection of insurance carriers and policies will be made by the School District or in accordance with Minnesota statutes.

Subd. 1. Basic Group Health and Hospitalization Plans:

a) Single Coverage:

1. Effective July 1, 2016, the District will pay up to \$551.94 in monthly premium for individual coverage for each fulltime employee who qualifies for and enrolls as single in any of the High or Value health and hospitalization plans. Any portion of the premium that exceeds the District contribution will be paid by the employee and paid by payroll deduction.

Effective January 1, 2017, the District will pay up to \$562.98 in monthly premium for individual coverage for each full-time employee who qualifies for and enrolls as single in any of the High or Value health and

hospitalization plan. Any portion of the premium amount that exceeds the District contribution will be paid by the employee and paid by payroll deduction.

Effective January 1, 2018, the District will pay up to \$574.24 in monthly premium for individual coverage for each fulltime employee who qualifies for and enrolls as single in any of the High or Value health and hospitalization plans. Any portion of the premium amount that exceeds the District contribution will be paid by the employee and paid by payroll deduction.

b) Employee +1 Coverage:

1. Effective July 1, 2016, the District will pay up to \$858.34 in monthly premium for employee +1 dependent coverage for each full-time employee who qualifies for and enrolls as individual +1 in either the High or Value health and hospitalization plan. Any portion of the premium that exceeds the District contribution will be paid by the employee and paid by payroll deduction.

Effective January 1, 2017 through December 31, 2017, the District will pay up to \$875.51 in monthly premium for employee +1 dependent coverage for each full-time employee who qualifies for and enrolls as individual +1 in any of the High or Value health and hospitalization plans. Any portion of the premium amount that exceeds the District contribution will be paid by the employee and paid by payroll deduction.

Effective January 1, 2018, the District will pay up to \$893.02 in monthly premium for employee +1 dependent coverage for each full-time employee who qualifies for and enrolls as individual +1 in any of the High or Value health and hospitalization plans. Any portion of the premium amount that exceeds the District contribution will be paid by the employee and paid by payroll deduction.

c) Family Coverage:

1. Effective July 1, 2016, the District will pay up to \$1,375.24 in monthly premium family coverage for each full-time employee who qualifies for and enrolls as Family in either the High or Value health and hospitalization plan. Any portion of the premium that exceeds the District contribution will be paid by the employee and paid by payroll deduction

Effective January 1, 2017 through December 31, 2017, District will pay up to \$1,402.74 in monthly premium for family coverage for each full-time employee who qualifies for and enrolls as Family in either the High or Value health and hospitalization plan. Any portion of the premium amount that exceeds the District contribution will be paid by the employee and paid by payroll deduction.

Effective January 1, 2018, District will pay up to \$1,430.79 in monthly premium for family coverage for each full-time employee who qualifies for and enrolls as Family in either the High or Value health and hospitalization plan. Any portion of the premium amount that exceeds the District contribution will be paid by the employee and paid by payroll deduction.

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

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

Premium: July 1, 2016 through December 31, 2016:
Up to \$419.10 of the single monthly premium

January 1, 2017 through December 31, 2017:
Up to \$427.48 of the single monthly premium

Effective January 1, 2018:
Up to \$436.03 of the single monthly premium

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

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

Premium: July 1, 2016 through December 31, 2016:
Up to \$833.20 of the employee + 1 monthly premium

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

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

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

Premium: Effective July 1, 2016 through December 31, 2016:
Up to \$1,341.12 of the family monthly premium

Effective January 1, 2017:
Up to \$1,367.94 of the family month premium

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

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

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

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

Section 2. Group Term Life Insurance: The School District will pay the full premium per year for group term life insurance for all eligible employees who qualify for and enroll in the existing group term life insurance plan of the School District. Eligible employees will include any employee who is scheduled to work 32 hours or more per week. Eligible employees who qualify and enroll will be covered by group term life insurance in the amount of \$50,000.

Section 3. Supplemental Group Term Life Insurance: Administrative Educational Support Professional employees will have the option, subject to the conditions established by the School District's carrier, for group term life insurance as provided in Section 2, to purchase supplemental group term life insurance in the amounts of \$50,000,

\$75,000, \$100,000, \$125,000 or \$150,000, not to exceed 3x annual salary. The cost of the supplemental coverage will be borne by the employee and paid by payroll deduction.

Section 4. Long-Term Disability Income Protection: The School District will pay the full premium per year for employee coverage in the existing long-term disability income protection plan of the School District for all eligible employees who qualify for and enroll in such coverage. Eligible employees will include any employee who is scheduled to work 32 hours or more per week. This coverage will apply to base annual salary.

Section 5. Dental Insurance:

Subd. 1. Types of Coverage:

- a) **Single Coverage:** The School District will pay up to \$28.00 per month for individual coverage for each employee scheduled to work 32 or more hours weekly and who enrolls in the School District's group dental insurance plan.
- b) **Family Coverage:** The premium cost of the family/dependent coverage for each employee scheduled to work 32 or more hours weekly and who enrolls in the School District's group dental insurance plan and who qualifies for family/dependent coverage will be paid in total (minus the single premium coverage) by the employee and paid by payroll deduction. Whether the School District offers family/dependent coverage is subject to the conditions as established by the carriers.

Section 6. Health and Hospitalization Insurance for part-time employees (employees scheduled to work 30 hours but less than 32 hours weekly): The selection of insurance carriers and policies will be made by the School Board or in accordance with Minnesota statutes.

Subd. 1. Basic Group Health and Hospitalization Plans:

- a) **Single Coverage:** Effective July 1, 2016, the District will pay up to \$417.82 of the single monthly premium for each full-time employee who qualifies for and enrolls as single in any of the health and hospitalization plans.
- b) **Employee +1 and Family Coverage:** The employee may choose to purchase Employee +1 coverage or Family coverage at the cost of the Employee +1 coverage or Family coverage premium minus the monthly sum contributed by the School District towards the Single coverage rate as described in Subd. 1(3) of this Section. To receive this District contribution, the employee must qualify and enroll in the School

District's basic group health and hospitalization plan and qualify for dependent payroll deduction.

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

Single: Up to \$417.82 of the single monthly premium
Single +1: Up to 70% of the single monthly premium for the highest cost plan
Family: Up to 70% of the single monthly premium for the highest cost plan

For those part-time employees who elect to participate in the high deductible health plan, the District will make a contribution of \$200.00 monthly to a Health Savings Account (HSA) and \$400 monthly for those who enroll in an employee +1 or family plan. District contributions to the HSA trust account will be made each month. Contributions for July and August will be made at the same time as the September contribution. In the event of hardship, the parties agree to meet and confer to discuss alternatives to the contribution timelines.

The School District will pay all administrative fees associated with the plan.

Section 7. Enrollment: All employees qualifying may enroll for such coverage in accordance with the procedure established by the School District. Effective 2012-2013, employees will be allowed to waive health coverage in the District's health plan upon sufficient proof that the employee has obtained group health coverage through another source (e.g. spouse). The Human Resources department shall determine the basis for sufficient documentation of group coverage from another source. The District retains the right to re-examine waiver of health coverage on a year-to-year basis. Employees who are not currently enrolled or have not previously opted out will be automatically enrolled in the District health insurance high deductible plan unless the employee submits an enrollment form either opting out of the plan or selecting another plan design option.

Section 8. Claims Against the School District: It is understood that the School District's obligation is to purchase an insurance policy and pay such amounts listed herein and no claim will be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 9. 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 10. Insurance Program Eligibility in the Event of Retirement: An employee who is scheduled to work 32 or more hours weekly and is eligible to participate in the health/hospitalization and dental plans per MN Statute, upon retirement, must pay the entire premium for the plans selected. Part-time employees are 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 plans, however, will be in accordance with conditions of the carrier and/or until they qualify for coverage under another program.

ARTICLE VII LEAVES OF ABSENCE

Section 1. Family and Medical Leave Act:

Subd. 1. In addition to leaves and benefits provided in this Article, qualified employees may take leaves under the provisions of the Family and Medical Leave Act.

Subd. 2. A link to the United States Department of Labor's Notice to Employees of Rights under FMLA can be accessed at <http://www.dol.gov/whd/fmla/>.

Section 2. Sick Leave:

Subd. 1. Earn: All 260/261-day employees will accrue sick leave at the rate of one (1) day per month of employment. 219 and 212 days employees will accrue ten and one-half (10-1/2) days per work year.

Subd. 2. Accumulation: Unused sick leave days may accumulate to an unlimited number of days per employee. Such accrual will be non-retroactive.

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 and performance of duties on that day or days, provided that the employee has unused sick leave at the time of such absence. Employees will be entitled to request sick leave in one hour increments.

Subd. 4. An employee may utilize available sick leave, subject to the provisions of this Section and Section 6 hereof, for periods of disability relating to pregnancy, miscarriage, 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 also at such time will provide a physician's statement indicating the estimated date of delivery of the child and estimated time of confinement. The definition of disability will be as reasonably determined by a licensed physician.

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

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

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

Subd. 8. Payroll Deductions: Any days used in excess of the number of days of sick leave accrued will be deducted from the employee's salary for the sick 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 incurred in the service of the School District, under the provisions of the Workers' Compensation Act and/or an absence covered by the School District's long-term disability insurance, the School District will pay the difference between the compensation received by the employee pursuant to the Workers' Compensation Act and/or LTD and the employee's base rate of pay to the extent of the employee's earned accrual of sick leave.
- b) A deduction will be made from the employee's accrued sick leave according to the pro rata portion of days of sick leave which is used to supplement Workers' Compensation and/or LTD payments.
- c) Such payment will be paid by the School District to the employee only during the period of disability.
- d) In no event will the additional compensation paid to the employee by virtue of sick leave pay result in the payment of total daily, weekly, or monthly compensation that exceeds the base compensation of the employee.

- e) An employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act and/or an absence qualifying the employee for LTD payments, who elects to receive sick leave pursuant to these terms and conditions of employment, will submit the Workers' Compensation check and/or LTD payment endorsed to the School District prior to receiving payment from the School District for this absence.

Section 3. Family Illness:

Subd. 1. Use: Administrative Educational Support Professional employees will be granted ten (10) days absence per year, due to 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.

Section 4. Bereavement Leave:

Subd. 1. Use – Immediate Family: Employees will be granted up to but not to exceed five (5) days for absence due to death of each member of the employee's or spouse's immediate family. The immediate family will include parent, sister, brother, spouse, son, daughter, son-in-law, daughter-in-law, grandparent, grandchildren, 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, not to exceed five (5) additional days, may be granted.

Subd. 2. Use – Not Immediate Family: Absence due to the death of a person, not listed in Subd. 1, will be limited to one (1) day per occurrence per year. 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: An employee (212 days, 219 days or 260/261 days) will be credited a leave of no more than one (1) personal leave day per year, accumulative to five (5) days. Personal leave may be used for activities requiring the employee's personal attention not covered under other provisions of these terms and conditions of employment.

Subd. 1. Requests: Requests for personal leave must be submitted to Human Resources at least three (3) days in advance of the leave, except in event of

emergencies. The day(s) will not be deducted from sick leave except pursuant to subdivision 3.

Subd. 2. Limit: At no time will more than five percent (5%) of the employees covered by these terms and conditions of employment be granted personal leave.

Subd. 3. Additional Days: May be granted after the exhaustion of personal leave days under the following provision and cannot be accumulated:

a) **Sick Leave Deduction:** Two (2) additional days under the provisions of this section may be granted after the employee has completed the probationary period. These days will be deducted from the employee's accrual of sick leave.

Subd. 4. Exclusion: A personal leave day will be granted for the first or last day of the student school year. The leave will only be granted for special circumstances with written explanation by the employee and approval of Human Resources.

Section 6. Jury Duty: An employee summoned to jury duty will be granted time off with pay.

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

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

Subd. 3. Pay: Employees will have no loss of pay as a result of jury duty if the provisions of Subdivisions 1 and 2 are met. Failure to do so will result in a salary reduction based on the employee's daily rate of pay.

Section 7. Child Care Leave:

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

Subd. 2. Request: A pregnant employee will notify 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 will make a request for such leave not less than ninety (90) days in advance of usage. The employee will submit a written request to Human Resources for child care leave, including commencement date and return date. Once a childcare leave commences pursuant to this Section, an employee will not be eligible for sick leave pursuant to Section 1 hereof.

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

Subd. 4: Date of Leave: The effective beginning date of such leave and its duration, or resignation if the employee so elects, will be determined by 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, Human Resources will review each case on its individual merits taking into consideration the following:

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

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

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

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

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

Subd. 8. Reinstatement: An employee returning from child care leave will be re-employed in the position occupied prior to the leave, subject to the following conditions.

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

Subd. 9. Failure to Return: Failure of the employee to return pursuant to the date determined in this Section may constitute grounds for termination in the School District.

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

Subd. 11. Salary: The parties further agree that any childcare leave of absence granted under this Section will be a leave without pay.

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

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

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

the employee refuses or fails to return the notice of assignment within ten (10) days.

Section 8. Adoption Leave: An employee may, upon request, be granted a leave for the adoption of a child.

Subd. 1. Request: An employee making application for adoption leave will inform Human Resources in writing of intention to take the leave at least three (3) calendar months before commencement of the intended leave.

Subd. 2. Date of Leave: The effective beginning date of such leave and its duration or resignation if the employee so elects, will be determined by Human Resources and submitted to the School Board for action.

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

Subd. 4. Duration: In making a determination concerning the commencement and duration of an adoption leave, the School District will not in any event, be required to:

- a) Grant any leave more than twelve (12) months in duration.
- b) Permit the employee to return to his/her employment prior to the date designated in the request for adoption leave.

Subd. 5. Reinstatement: An employee returning from adoption leave will be re-employed in the position occupied prior to the leave, subject to the following conditions:

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

Subd. 6. Failure to Return: Failure of the employee to return pursuant to the date determined under this Section will constitute grounds for termination.

Subd. 7. Probationary Period: The parties agree that the applicable periods of probation for the employees are intended to be periods of actual service enabling the School District to have opportunity to evaluate the employee's performance. The parties agree, therefore, that periods of time for which the employee is on adoption leave will not be counted in determining the completion of the probationary period.

Subd. 8. Experience Credit: The employee who returns from adoption leave within the provisions of this Section will retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of these terms and conditions of employment at the commencement of the leave. The employee will not accrue additional experience credit for pay purposes or leave time during the period of absence.

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

Subd. 11. Salary: The parties agree that any adoption leave granted under this Section will be leave without pay.

Section 9. Long-Term Leave: Employees scheduled to work 32 or more hours weekly and who have completed a minimum of three (3) years of experience in the School District may apply for an unpaid leave of absence once during their district employment.

Subd. 1. Duration: Leave may be granted for a period of time not to exceed one (1) year. Additional leaves may be granted at the discretion of Human Resources.

Subd. 2. Insurance: An employee on an approved long-term leave is eligible to continue participating at his/her own expense in the health and hospitalization program of the School District. This participation will be subject to the conditions prescribed by the insurance carrier.

Subd. 3. Benefit Accrual: An employee on an approved leave will retain his/her accrued benefits as of the beginning date of the leave. No benefits will accrue during the period the employee is on leave.

Subd. 4. Purpose: Consideration for granting long-term leaves will be given for:

Education
Election to Political Office

Health
Retraining or Career Change (out of unit only)

Subd. 5. Requests: Requests for leaves must be made at least thirty (30) days in advance and submitted to the administrator in charge for his/her recommendation. Final approval will be made by Human Resources.

The number of staff on approved leave for education or training or career change in any school year will not exceed five percent (5%) of the total Administrative Educational Support Professionals employee staff.

Subd. 6. Reinstatement – Education or Retraining or Career Change: An employee returning from long-term leave from education or retraining or career change will be re-employed in a vacant position in the same classification occupied prior to the leave, subject to ability to perform duties. If there is not a vacant position in the same classification, the AESP will have rights to a vacant position in the same classification for up to 12 months from the end of their long-term leave, if such position becomes available, and the employee is not physically or mentally disabled from performing the duties of such position.

Subd. 7. Reinstatement – Election to Political Office or Health: An employee returning from long-term leave from election to political office or for health reasons will be re-employed in the position occupied prior to the leave, subject to the following conditions:

- a) That the position has not been abolished.
- b) That the employee is not physically or mentally disabled from performing the duties of such position.
- c) If the position has been abolished, the employee will be placed into an open position in their classification.
- d) If there is no open position in their classification, the least senior employee in that classification will be bumped.

Subd. 8. Notice to Return: An Administrative Educational Support Professional employee on long-term leave will be sent a notice of assignment from Human Resources according to the following schedule:

- a) At least ninety (90) days prior to the specified return date of said leave when the return date of said leave was intended to coincide with the opening of school.
- b) At least sixty (60) days prior to the specified return of said leave when such date falls at any other time during the school year.

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

Section 10. Short-Term Leave Ten (10) Days or Less: Employees may apply for a short-term leave of absence.

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

Subd. 2. Duration: Short-term leave may be granted for not more than ten (10) working days during the period of these terms and conditions of employment.

Subd. 3. Requests: Requests for short-term leave will be made five (5) days in advance except in the case of emergencies. The request will be on a leave of absence request (PF 22) and will clearly state the reason for such request.

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

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

Subd. 5. Eligibility: Short-term leave will normally be available not more than once each 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 five percent (5%) of the employees covered by these terms and conditions of employment.

Section 11. Religious Leave:

Subd. 1. Use: Administrative Educational Support Professional personnel may be granted up to three (3) days of religious holiday leave. Administrative Educational Support Professional personnel must make application, including a brief summary of details of the request, to Human Resources at least three (3) 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 Article VII, Section 5. Personal Leave, or Article VII, Section 2. Sick Leave, or Article V, Section 5. Vacation, if so desired. If the employee chooses none of the options as outlined herein, the leave will be granted with full loss of pay.

Section 12. Union Leave:

Subd. 1. Use: The Administrative Educational Support Professional group will be granted up to eighty (80) hours leave per year to conduct the business of the union. If used, the union president will designate these hours. The cost of these hours will be billed to Education Minnesota – Osseo Administrative ESP in the amount equal to the substitute rate of pay if a substitute is required. Requests for such leave will be made to Human Resources at least five (5) days in advance. The requirement for five (5) days' notice can be waived in the event of an emergency or special circumstance.

Subd. 2. Negotiations/Mediation Leave: When it is mutually agreed by the parties to schedule collective bargaining related meetings during the employee work day, members of the AESP bargaining team will be afforded paid leave to participate in bargaining/mediation sessions with the School District. Such hours will not be charged against Subd. 1. Use, above.

Section 13. Unexcused Absences: Employees who are absent without approved leave (with the exception of emergencies) may be subject to the progressive discipline process, up to and including discharge from employment.

Section 14. Eligibility for Leaves and Absences: Only employees who are in an assignment for the full school term or year are eligible for leave and absence benefits.

**ARTICLE VIII
GRIEVANCE PROCEDURE**

Section 1. Grievance Definition: A “grievance” will mean an allegation by an employee regarding a dispute or disagreement between the employee(s) and the School District as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in these terms and conditions of employment.

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

Section 3. Definitions and Interpretations:

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

Subd. 2. Days: Reference to days regarding time periods in this procedure will refer to working days. A working day is defined according to the school calendar

for AESP unit members, except during summer break when all week days not designated as holidays by state law are working days.

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 or if verifiable through other means.

Section 4. Time Limitation and Waiver: Grievances will not be valid for consideration unless the grievance is submitted in writing to the School Board's designee, setting forth the facts and the specific provision of these terms and conditions

of employment allegedly violated and the particular relief sought within twenty (20) days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period will be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided will constitute a waiver of the grievance. An effort will first be made to adjust an alleged grievance informally between the employee and the School Board's designee.

Section 5. Adjustment of Grievance: An AESP unit member filing a written grievance without the consent of Education Minnesota – OSSEO AESP will bear all costs of the grievance. Any decision on any grievance, at any level, without the representation of Education Minnesota – OSSEO AESP will have no precedential effect on this Agreement, or on any future grievances. The School Board, the AESP member, and Education Minnesota – OSSEO AESP will attempt to adjust grievances which may arise during the course of employment of any AESP unit member within the School District in the following manner:

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

Subd. 2. Level I: If the grievance is not resolved through informal discussions between the employee and their supervisor, the aggrieved party may submit the grievance in writing to Human Resources. Human Resources will give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 3. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the superintendent, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I.

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

Subd. 4. Level III In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board will set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the School Board will issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level and report its findings and recommendations to the School Board. The School Board will then render its decision.

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

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

Section 8. 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 by the superintendent within ten (10) days following the decision in Level III of the grievance procedure.

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

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

Subd. 4. Hearing: The grievance will be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate and the parties will have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments, relating to the issues before the arbitrator. The proceeding before the arbitrator will be a hearing de novo.

Subd. 5. Decisions: The decision by the arbitrator will be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her will be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided for in PELRA.

Subd. 6. Expenses: Each party will 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 will be made of the hearing at the request of either party. The parties will share, equally, fees and expenses of the arbitrator, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. The cost of a transcript or recording will be borne by the requesting party.

Subd. 7. Jurisdiction: The arbitrator will have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator will not extend to proposed changes in terms and conditions of employment as defined herein and contained in these terms and conditions of employment; nor will an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor will the jurisdiction of the arbitrator extend to matters on inherent managerial policy, which will include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, the selection and direction and number of personnel.

In considering any issue in dispute, in its order, the arbitrator will give due consideration to the statutory rights and obligations of the public School Boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

ARTICLE IX DURATION

Section 1. Terms: These terms and conditions of employment will remain in full force and effect for a period commencing on July 1, 2016, through June 30, 2018 and thereafter until modifications are made pursuant to PELRA. In the event a successor Agreement is not entered into prior to June 30, 2018, employees will be compensated according to the last agreement executed. If the Exclusive Representative desires to modify or amend this Agreement, it will give written notice of such intent no later than May 31, 2018.

Section 2. Effect: These terms and conditions of employment constitutes the full and complete terms and conditions of employment for Administrative Educational Support Professionals 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. 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.

MEMOS OF UNDERSTANDING
BETWEEN
OSSEO AREA SCHOOLS (ISD 279) &
ADMINISTRATIVE EDUCATIONAL SUPPORT
PROFESSIONALS (AESP_s)/EDUCATION MINNESOTA-OSSEO

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**MEMORANDUM OF UNDERSTANDING
OSSEO AREA SCHOOLS, ISD 279
and
EDUCATION MINNESOTA – OSSEO AESP**

TOPIC: Substitute Assignments; Long-Term Leaves

EFFECTIVE DATES: July 1, 2016, through June 30, 2018

The following contains the full text of the Memorandum of Understanding (MOU) between Osseo Area Schools, ISD 279, and Education Minnesota – OSSEO Administrative Educational Support Professionals, relating to temporary substitute assignments in certain circumstances where an employee is on long-term leave.

PURPOSE:

The purpose of this MOU is to provide a framework for filling temporary substitute assignments for employees on long-term leaves that will maximize service to our students, while protecting the rights and interests of affected employees.

CONDITIONS:

The following process shall be utilized when a substitute is needed to fill the assignment of an employee who is on long-term leave; which consists of four (4) weeks or longer.

1. First, the site supervisor shall attempt to adjust work schedules for employees within the AESP unit to ensure the necessary work gets completed while an employee is on long-term leave.
2. If the site supervisor determines that adjusting work schedules within the AESP unit is not feasible or desirable, the Human Resources Department shall establish and maintain a list of potential substitutes comprised of recent AESP retirees and/or AESP employees who have left the District in good standing.
3. If a site supervisor determines that a substitute is needed to fill the assignment of an employee who is on long-term leave, the Principal or his/her designee shall first consider a temporary substitute from the list established by the Human Resources department. The Principal or his/her designee has the right to decide whether any of the candidates on the substitute list will adequately meet their needs, and the decision as to

whether a substitute is chosen from the list shall solely rest with the Principal or his/her designee.

4. If a substitute is chosen from the list, the substitute shall be paid \$22.01 per hour, and their schedules shall be established by the Principal. The substitute shall not be eligible for any benefits contained in the collective bargaining agreement between the District and Education Minnesota – OSSEO Administrative Educational Support Professionals.
5. If a substitute is not chosen from the list, the District and Education Minnesota – OSSEO Administrative Educational Support Professionals agree to meet and confer to determine the best options to address the temporary vacancy. The parties agree that other employee groups and site supervisors may be included in the meet-and-confer process.
6. This Memorandum of Understanding shall set no precedent for any of the parties.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
OSSEO AREA SCHOOLS, ISD 279
AND
EDUCATION MINNESOTA – OSSEO ADMINISTRATIVE EDUCATIONAL SUPPORT
PROFESSIONALS**

TOPIC: AESP SEVERANCE PAY

EFFECTIVE DATES: July 1, 2016, through June 30, 2018

The following contains the full text of the Memorandum of Understanding (MOU) between Osseo Area Schools, ISD 279, and Education Minnesota – OSSEO Administrative Educational Support Professionals, relating to AESP severance pay.

PURPOSE:

WHEREAS, the District and the Union are parties to a Collective Bargaining Agreement (CBA); and

WHEREAS, Section 5 and Section 14 of the CBA provides for Retirement Incentive Pay for employees who satisfy the criteria in those sections;

WHEREAS, the Parties wish to change the means of payment of the Retirement Incentive from a 403(b) contribution to a contribution into an employee's Post-Retirement Health Reimbursement Arrangement (HRA);

NOW THEREFORE, in consideration of the mutual promises and benefits contained in this MOU, the Parties agree as follows:

CONDITIONS:

1. Effective on the date this MOU is signed by both parties, the District will contribute 100% of payments to eligible employees under Section 5 and Section 14 of the CBA into a Health Reimbursement Arrangement (HRA) that complies with all applicable state and federal laws;
2. The District will make all payments subject to the timeline and payment schedule in Section 14 of the CBA.

3. This is the full and complete agreement of the parties on this issue. There are no other oral or implied agreements. This MOU does not set any precedent or past practice regarding severance payments.
4. This MOU will expire on June 30, 2018 unless both Parties agree in writing to extend, modify or incorporate the MOU into the Collective Bargaining Agreement.