

TERMS AND CONDITIONS OF EMPLOYMENT

FOR

**HEALTH CARE SPECIALISTS**

INDEPENDENT SCHOOL DISTRICT 16  
1415 81<sup>st</sup> AVENUE NE  
SPRING LAKE PARK, MINNESOTA 55432

Effective July 1, 2009 through June 30, 2011

**TABLE OF CONTENTS**

ARTICLE I	1
DEFINITIONS	1
1.01 <b><u>TERMS &amp; CONDITIONS OF EMPLOYMENT</u></b>	1
ARTICLE II	1
HOURS OF SERVICE	1
2.01 <b><u>EMPLOYMENT YEAR</u></b>	1
2.02 <b><u>BASIC WORK WEEK</u></b>	1
2.03 <b><u>HOURS OF WORK</u></b>	1
2.04 <b><u>PAID BREAK</u></b>	1
ARTICLE III	1
COMPENSATION	1
3.01 <b><u>2009-2010 HOURLY WAGE</u></b>	1
3.02 <b><u>2010-2011 HOURLY WAGE</u></b>	1
3.03 <b><u>LEAD HEALTH CARE SPECIALIST</u></b>	1
3.04 <b><u>OVERTIME</u></b>	1
ARTICLE IV	2
EMPLOYER RIGHTS	2
4.01 <b><u>INHERENT MANAGERIAL RIGHTS</u></b>	2
4.02 <b><u>MANAGEMENT RESPONSIBILITIES</u></b>	2
4.03 <b><u>EFFECT OF LAWS, RULES AND REGULATIONS</u></b>	2
ARTICLE V	2
EMPLOYEE RIGHTS	2
5.01 <b><u>APPLICATION</u></b>	2
5.02 <b><u>RIGHT TO VIEW</u></b>	2
5.03 <b><u>RIGHTS IN THESE POLICIES</u></b>	2
5.04 <b><u>PERSONNEL FILES</u></b>	2
ARTICLE VI	3
GROUP INSURANCE	3
6.01 <b><u>MEDICAL - HOSPITALIZATION INSURANCE</u></b>	3
6.02 <b><u>DENTAL INSURANCE</u></b>	3
6.03 <b><u>LIFE INSURANCE</u></b>	3
6.04 <b><u>VEBA PLAN CONTRIBUTION</u></b>	3
6.05 <b><u>INCOME PROTECTION</u></b>	3
6.06 <b><u>CLAIMS AGAINST THE EMPLOYER</u></b>	3
6.07 <b><u>DURATION OF INSURANCE CONTRIBUTION</u></b>	3
6.08 <b><u>ELIGIBILITY</u></b>	3
ARTICLE VII	4
LEAVES OF ABSENCE	4
7.01 <b><u>SICK LEAVE</u></b>	4
7.02 <b><u>MEDICAL LEAVE</u></b>	5

7.03	<b><u>BEREAVEMENT LEAVE</u></b> .....	5
7.04	<b><u>EMERGENCY LEAVE</u></b> .....	5
7.05	<b><u>GENERAL LEAVE</u></b> .....	5
7.06	<b><u>MILITARY LEAVE</u></b> .....	5
7.07	<b><u>WORKER'S COMPENSATION</u></b> .....	5
7.08	<b><u>ELIGIBILITY</u></b> .....	6
7.09	<b><u>PERSONAL LEAVE</u></b> .....	6
ARTICLE VIII .....		6
HOLIDAYS .....		6
8.01	<b><u>PAID HOLIDAYS</u></b> .....	6
8.02	<b><u>SCHOOL IN SESSION</u></b> .....	7
8.03	<b><u>WEEKENDS</u></b> .....	7
8.04	<b><u>APPLICATION</u></b> .....	7
8.05	<b><u>ELIGIBILITY</u></b> .....	7
ARTICLE IX .....		7
EARLY RETIREMENT .....		7
9.01	<b><u>EARLY RETIREMENT</u></b> .....	7
9.02	<b><u>ELIGIBILITY</u></b> .....	7
9.03	<b><u>NUMBER OF DAYS</u></b> .....	7
9.04	<b><u>DAILY RATE OF PAY</u></b> .....	7
9.05	<b><u>EARLY RETIREMENT PAY RESTRICTIONS</u></b> .....	7
9.06	<b><u>PAYMENT OPTIONS</u></b> .....	7
9.07	<b><u>MAXIMUM NUMBER OF ANNUAL RETIREES</u></b> .....	8
9.08	<b><u>PAYMENT FOR DEATH</u></b> .....	8
9.09	<b><u>INSURANCE APPLICATION</u></b> .....	8
ARTICLE X .....		8
RETIREMENT TRUST (403B PLAN) .....		8
10.01	<b><u>PURPOSE OF RETIREMENT TRUST</u></b> .....	8
10.02	<b><u>AMOUNT OF MATCHING CONTRIBUTION</u></b> .....	8
10.03	<b><u>ELIGIBILITY</u></b> .....	8
10.04	<b><u>MAXIMUM DISTRICT CONTRIBUTION</u></b> .....	8
ARTICLE XI .....		9
DURATION .....		9
11.01	<b><u>DURATION OF THESE POLICIES</u></b> .....	9
11.02	<b><u>EFFECT</u></b> .....	9

**HEALTH CARE SPECIALISTS  
TERMS AND CONDITIONS OF EMPLOYMENT**

**ARTICLE I  
DEFINITIONS**

- 1.01 **TERMS AND CONDITIONS OF EMPLOYMENT:** Terms and conditions of employment shall mean the hours of employment, the compensation therefore, and economic aspects relating to employment, but does not mean educational Policies of the School District.

**ARTICLE II  
HOURS OF SERVICE**

- 2.01 **THE EMPLOYMENT YEAR:** The employment year for the Health Care Specialists will be determined by the School District, but will generally coincide with the established school year calendar.
- 2.02 **BASIC WORKWEEK:** The basic work schedule for Health Care Specialists shall be determined by the employer.
- 2.03 **HOURS OF WORK:** All employees will be assigned starting and ending times as determined by the employer.
- 2.04 **PAID BREAK:** All employees will be assigned a 15 minute paid break for each full four-(4) hour shift during the work day.

**ARTICLE III  
COMPENSATION**

- 3.01 **2009-2010 HOURLY WAGE:** The 2009-2010 hourly wage for Health Care Specialists shall be \$26.09. For those Health Care Specialists who have three (3) years or more of service the hourly wage shall be \$26.59. Years of service shall mean the years of accumulated full-time equivalent service as of July 1. Employees with a start date of December 31<sup>st</sup> or earlier will be given credit for a full year of services for purposes of this section.
- 3.02 **2010-2011 HOURLY WAGE:** The 2010-2011 hourly wage for Health Care Specialists shall be \$26.18. For those Health Care Specialists who have three (3) years or more of service the hourly wage shall be \$26.68. Years of service shall mean the years of accumulated full-time equivalent service as of July 1. Employees with a start date of December 31<sup>st</sup> or earlier will be given credit for a full year of service for purposes of this section.
- 3.03 **LEAD HEALTH CARE SPECIALIST:** The annual stipend for the Lead Health Care Specialist with a current School Nurse Licensure shall be \$2,000.
- 3.04 **OVERTIME:** Overtime shall be paid at the rate of one and a half times the normal wage for hours worked in excess of forty (40) hours per week according to Federal Law.

**ARTICLE IV**  
**EMPLOYER RIGHTS**

- 4.01 **INHERENT MANAGERIAL RIGHTS**: Employees under these Policies recognize that the School Board is not required to meet and confer 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 employer, its overall budget, utilization of technology, the organizational structure, the selection, direction, assignment and number of personnel.
- 4.02 **MANAGEMENT RESPONSIBILITIES**: The employees under these Policies recognize the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide an educational opportunity for the students of the School District.
- 4.03 **EFFECT OF LAWS, RULES AND REGULATIONS**: All employees covered by these Policies shall perform the services and duties prescribed by the School Board, and shall be governed by the laws of the State of Minnesota, and by the School Board rules, regulations, directives and orders, issued by properly designated officials of the School District. Employees shall also recognize the right, obligation, and duty of the School District and its duly appointed officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School District insofar as such rules, regulations, directives and orders are not inconsistent with the terms of these provisions. Employees shall recognize that the School District and all employees are subject to the laws of the State. Any provision of these Policies found to be in violation of any such laws, rules, regulations, directives, or orders, shall be null and void and without force and effect.

**ARTICLE V**  
**EMPLOYEE RIGHTS**

- 5.01 **APPLICATION**: These rights shall apply to the employees included in these Policies.
- 5.02 **RIGHT TO VIEW**: Nothing contained in these Policies shall 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 shall it be construed to require a public employee to perform labor or services against his/her will.
- 5.03 **RIGHTS IN THESE POLICIES**: Nothing contained herein shall be construed to deny or restrict an employee concerning rights provided under Minnesota or other applicable laws or regulations.
- 5.04 **PERSONNEL FILES**: All evaluations and files generated within the School District relating to the employees covered by these Policies shall be available during regular school business hours upon written request. The employees shall have the right to reproduce any of the contents of the files at their own expense and to submit for inclusion in the file written information in response to any material

contained therein; provided however, the School District may destroy such files as provided by law. The School District guarantees that access to the employee files shall be limited to those individuals demonstrating both the right and need to know the information contained therein.

**ARTICLE VI**  
**GROUP INSURANCE**

- 6.01 **MEDICAL-HOSPITALIZATION INSURANCE**: Beginning July 1st of 2009, the employer shall contribute a sum not to exceed \$475.00 per month toward the premium for individual or family coverage for an eligible Health Care Specialist employee who qualifies for and is enrolled in the employer's group health and hospitalization plan. Beginning July 1st of 2010, the employer shall contribute a sum not to exceed \$500.00 per month toward the premium for individual or family coverage for an eligible Health Care Specialist employee who qualifies for and is enrolled in the employer's group health and hospitalization plan. Any part of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.
- 6.02 **DENTAL INSURANCE**: The district shall contribute a sum not to exceed \$30.00 per month toward the premium for individual or family coverage for each eligible employee who is enrolled in the dental insurance plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.
- 6.03 **LIFE INSURANCE**: The district shall provide each eligible employee a \$30,000 term life insurance policy and the premium for such policy shall be paid by the employer. However, if an employee chooses not to participate in the employer's medical-hospitalization insurance program, the employer shall purchase an additional \$10,000 of term life insurance for the employee. Individual employees will be permitted to purchase additional coverage at their own expense at such rates and limitations as provided by the carrier and the employer.
- 6.04 **VEBA PLAN CONTRIBUTION**: The District shall contribute sixty dollars (\$60) per month to a VEBA plan for each eligible Health Care Specialist.
- 6.05 **INCOME PROTECTION**: The employer shall contribute 100% of the premium for the purchase of the employer's group income protection plan for eligible employees participating in the plan.
- 6.06 **CLAIMS AGAINST THE EMPLOYER**: Descriptions of insurance benefits contained in this Article are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the employer pursuant to this Article. It is further understood that the employer's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.
- 6.07 **DURATION OF INSURANCE CONTRIBUTION**: An employee is eligible for employer contribution as provided in this Article. Upon termination of employment, all employer contributions shall cease effective the last working day. However, any terminated employee may continue coverage in the group plan, at the employee's expense, pursuant to Minnesota Statutes.

- 6.08 **ELIGIBILITY:** The parties agree that only eligible employees shall be eligible for group insurance benefits as provided in this article. For purposes of this article, an eligible employee shall be employed at least thirty (30) hours per week and at least one hundred seventy (170) days per year.

**ARTICLE VII**  
**LEAVES OF ABSENCE**

7.01 **SICK LEAVE**

- A. **Accrual:** Employees shall earn one (1) day of sick leave for each month of service nine (9) days per annum, accumulative to one hundred ninety (190) days. It is understood that the accumulative sick leave days are defined as the employee's average annual workday as it pertains to hours worked.
- B. **Medical Certificate**
1. Employees under this provision who have been absent from work five (5) or more consecutive working days because of illness may be required to furnish a physician's certificate to return to work. This certificate must be turned in to their supervisor before they will be permitted to return to work.
  2. The School District may require at any time a certified physician's statement on the health status of any employee at the expense of the School District.
- C. **Use of Sick Leave**
1. Sick leave with pay shall be allowed by the employer whenever an employee's absence is found to have been due to personal illness, injury, or other related medical needs of the employee or the employee's dependent children who have permanent residence in the employee's household, and has been approved by the immediate supervisor. The employer may at any time require an employee to furnish a medical certificate from a qualified physician indicating such absence was due to illness, injury, or other related medical needs in order to qualify for sick leave pay. In the event that a medical certificate will be required, the employee will be advised.
  2. An employee may use sick leave after one full month of employment.
  3. The Family and Medical Leave Act allows eligible employees, male or female, to take up to 12 work weeks for leave, during any 12 month period for the following:
    - a. For the birth, adoption, or foster care of a child.
    - b. To care for a spouse, son, daughter or parent with a serious health condition.
    - c. For the employee's own serious health condition.
  4. Employees may apply any unused sick leave time (for the period of disability up to a maximum of 12 weeks) to this leave. Leaves related to serious health conditions may be taken intermittently if agreed to by employer and employee.

5. The Employer may require that a request for leave is supported by a physician's certification of the medical condition of the person affected. This certification should include the date on which the condition began, probable duration of the condition, and any other appropriate medical facts.

7.02 **MEDICAL LEAVE:**

- A. An employee who unable to perform duties because of illness or injury and who has exhausted all sick leave credit available, or has become eligible for long term disability compensation, may, upon request, be granted a medical leave of absence, without pay, for a maximum of six (6) months. At the discretion of the employer, such a leave may be renewed.
- B. A request for leave of absence or renewal shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume normal responsibilities.
- C. An employee who fails to comply with these provisions or who fails to seek a medical leave as described shall be terminated by the employer.

7.03 **BEREAVEMENT LEAVE:** An absence occasioned by death of a member of the employee's immediate family (spouse, child, stepchild, brother, sister, parent) may be granted up to five (5) days with the approval of the employer with no salary deduction for each incidence. An absence occasioned by the death of a grandparent, spouse's parent or grandparent, grandchild, brother-in-law, or sister-in-law, or deaths of individuals, who were of personal significance to the employee, may be granted up to three (3) days with the approval of the employer with no salary deduction for each incidence. The particular number of days shall be subject to the discretion of the employer. Such days will be deducted from cumulative days credited to the employee under personal sick leave.

7.04 **EMERGENCY LEAVE**

- A. An employee is eligible for one day of emergency leave at the discretion of the employer, the day used to be deducted from sick leave, for situations that arise requiring the employee's personal attention which cannot be attended to during the normal working hours and which are not covered under this policy.
- B. Requests for emergency leave must be made in writing to the employer at least three days in advance, except where it is not practical. The request shall state the reason for the proposed leave. The reason shall remain confidential with employer officials. The employer reserves the right to refuse to grant such leaves if, under circumstances involved, the employer determines that such leave should not be granted.
- C. An emergency leave day shall normally not be granted for the day preceding or the day following holidays or vacations and for the first and last day of the school year.

7.05 **GENERAL LEAVE:** Upon written request to the immediate supervisor, an unpaid general leave of absence may be granted to an employee with a minimum of two (2) years of service in the School District. The granting of such leave shall be solely at the discretion of the School District and the employee shall be entitled to return to work on the date specified in the leave of absence.

7.06 **MILITARY LEAVE:** Military leave shall be granted pursuant to applicable law.

7.07 **WORKER'S COMPENSATION**

- A. Upon the request of an employee who is absent from work as a result of a compensable injury incurred in the service of Independent School District 16 under the provisions of the Workers' Compensation Act, the School District will pay the difference between the compensation received by the employee pursuant to the Workers' Compensation Act and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave and vacation.
- B. A deduction shall be made from the employee's accumulated sick leave account or vacation accrual time according to the prorata portions of days of sick leave or vacation time, which is being used to supplement Worker's Compensation.
- C. Such payment shall be paid by the employer to the employee only during the period of disability.
- D. In no event shall the additional compensation paid to the employee by virtue of sick leave or vacation pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.
- E. Employees who are absent from work as a result of an injury compensable under the Worker's Compensation Act who elect to receive sick leave or vacation pay pursuant to this policy shall show the Worker's Compensation check to the employer prior to receiving payment from the employer for their absence.
- F. Any employee, who sustains an injury compensable under the Workers' Compensation Act, must report the injury to the supervisor immediately. The supervisor will then direct the employee to the nearest managed care clinic to ensure immediate and efficient handling of the injury. An accident report must be completed by the employee as soon as is reasonably possible. Any lost time must be reported to the Personnel Department as soon after the injury as possible.

7.08 **ELIGIBILITY**: The parties agree that only eligible employees shall qualify for leave benefits as provided in this Article. For purposes of this Article, an eligible employee is regularly employed for thirty (30) hours per week and one hundred seventy (170) days per year.

7.09 **PERSONAL LEAVE**

- A. Qualified employees who have accumulated a minimum of fifteen (15) sick leave days shall be eligible for one (1) personal leave day per annum. Personal leave days shall be deducted from sick leave.
- B. If the employee does not miss any work for any reason during the year except bereavement leave, they will receive a \$200.00 bonus if they do not take their Personal Leave Day. Employee will receive \$100.00 if they do not miss any work and take their Personal Leave Day.

**ARTICLE VIII**  
**HOLIDAYS**

8.01 **PAID HOLIDAYS**: Eligible employees shall receive holiday pay for the following ten (10) holidays:  
1. Nine Holidays as they occur based on daily rate of pay.

2. One (1) Floating Holiday.

Holiday usage shall be based upon employee request and approval by the School District consistent with the needs of the program.

- 8.02 **SCHOOL IN SESSION:** The employer, however, reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof, with the understanding that eligible employees under this Article will not lose the number of holidays because of rescheduling. Any contracted holiday which falls within an employee's vacation period, shall not be deducted as a vacation day.
- 8.03 **WEEKENDS:** Holidays that fall on weekends will be observed on a day established by the employer.
- 8.04 **APPLICATION:** In order to be eligible for holiday pay, an employee must have worked a regular work day before and after the holiday unless said employee was on excused illness or on vacation leave under these provisions.
- 8.05 **ELIGIBILITY:** The parties agree that employees who are employed for at least thirty (30) hours per week and at least one hundred seventy (170) days per year shall be eligible for holiday benefits as provided in this article.

**ARTICLE IX**  
**EARLY RETIREMENT**

- 9.01 **EARLY RETIREMENT:**
- A. Subject to Chapter 298, Laws of 1973, Health Care Specialists hired before July 1, 2002 who have completed at least fifteen (15) years of continuous service with the School District and who are at least fifty-five (55) years of age, shall be eligible for early retirement pay, pursuant to the provisions of this Article, upon submission of a written resignation accepted by the School District. Early retirement pay shall not be granted to any unit employee who is discharged for cause by the School District.
- B. For the purposes of this Article, an employee must be a full-time employee at the time of the retirement and hired before July 1, 2002 to be eligible for early retirement benefits.
- 9.02 **ELIGIBILITY:** This Article shall apply only to Health Care Specialists who are regularly employed at least one thousand twenty (1,020) hours per year and were hired before July 1, 2002.
- 9.03 **NUMBER OF DAYS:** An eligible unit employee, upon early retirement, shall receive as early retirement pay an amount representing the employee's unused sick leave days, for a total not to exceed one hundred seventy (170) days' pay.
- 9.04 **DAILY RATE OF PAY:** In applying these provisions, an employee's daily rate of pay shall be the daily rate at the time of retirement, as provided in the basic salary schedule for the regular fiscal year, and shall not include any additional compensation for extended employment or other extra compensation.
- 9.05 **EARLY RETIREMENT PAY RESTRICTIONS:** Employees on any other type of leave except legislative leave, jury duty leave, or those leaves resulting from being recalled to active military service shall not accrue any credit toward severance pay while on any such leave. All credit to apply toward severance pay must be full time, defined

as an employee regularly employed at least thirty (30) hours per week and one hundred seventy (170) days per year.

- 9.06 **PAYMENT OPTIONS:** 100% of Early Retirement Pay shall be paid to a VEBA in July following retirement.
- 9.07 **MAXIMUM NUMBER OF ANNUAL RETIREES:** The number of Health Care Specialists to annually be granted early retirement shall be limited to one (1) staff member. If the number of requests exceeds the limitation, priority shall be given on the basis of length of service to the District. All applications for early retirement shall be in the office of the Superintendent no later than April 1st so that proper budgetary and program planning can take place. The Superintendent reserves the right to grant additional early retirement requests.
- 9.08 **PAYMENT FOR DEATH:** In the event that an employee dies with payment options payable under 9.06, the employee's spouse or estate shall receive the balance of payments.
- 9.09 **INSURANCE APPLICATION:** A unit employee taking early retirement pursuant to this Article is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions.

Employees shall pay the remaining premium for such programs as he/she wishes to retain commencing with early retirement. It is the responsibility of the employee to make arrangements with the School District to pay the monthly premium amounts in advance and on such date as determined by the School District. The right to continue participation in such group insurance programs, however, will terminate upon reaching age sixty five (65).

#### **ARTICLE X RETIREMENT TRUST (403B PLAN)**

- 10.01 **PURPOSE OF RETIREMENT TRUST 403(B) PLAN:** The objective of the Health Care Specialist Retirement Trust plan is to develop a long-term solution to the concept of retirement severance for employees. Additionally, the purpose of the plan is to encourage employees to develop a financial plan for their future by providing funding, otherwise available at retirement, for investment during the course of employment with the District. This plan will require participation by the employee, coupled with a matching contribution from the District. Such plan shall be conducted under the rules of I.R.C. 403(b).
- 10.02 **AMOUNT OF MATCHING CONTRIBUTION:** The District shall match up to five hundred dollars (\$500) each year of the Health Care Specialist's contribution to the 403(b) plan.
- 10.03 **ELIGIBILITY:** Health Care Specialists shall be eligible to participate in the plan in the following manner:
- Sub. 1: Health Care Specialists shall be eligible to receive matching funds upon commencing employment in the Health Care Specialist Unit in the District.
- Sub. 2: Any Health Care Specialist on unpaid leave of absence shall not be eligible to participate in the plan.
- 10.04 **MAXIMUM DISTRICT CONTRIBUTION:** The amount the District shall contribute to any Health Care Specialists 403(b) plan shall not exceed fifteen thousand

dollars (\$15,000) during the time of the Health Care Specialist's employment with the District.

**ARTICLE XI**  
**DURATION**

- 11.01 **DURATION OF THESE POLICIES:** These Policies shall remain in full force and effect for a period commencing on July 1, 2009 through June 30, 2011, and thereafter until modifications are made by official School Board action.
- 11.02 **EFFECT:** The Policies herein relating to terms and conditions of employment supersede any and all prior resolutions, practices, School District Policies, rules or regulations concerning terms and conditions of employment.

INDEPENDENT SCHOOL  
DISTRICT 16  
1415 – 81<sup>st</sup> Avenue N.E.  
Minneapolis, MN 55432

Chair \_\_\_\_\_

Clerk \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009