

**DISTRICT EMPLOYEE INFORMATION**

**July, 2021**

**INDEPENDENT SCHOOL DISTRICT 518**

**WORTHINGTON, MINNESOTA**

**Revised June 21, 2016**

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## ARTICLE I

### DEFINITIONS

Section 1. Full-Time Employee: A full-time employee shall be defined as an employee whose regular work assignment is forty (40) hours per week. (Unless otherwise approved by the District.)

Section 2. Part-Time Employee: A part-time employee shall be defined as an employee whose regular work assignment is less than forty (40) hours per week.

Section 3. Casual Employee: A casual employee shall be defined as an employee whose work assignment is not regular as to hours or daily schedule and is called for occasional duty for any period of time.

## ARTICLE II

### SALARY SCHEDULE

Section 1. Salary Schedule: Employees shall be paid in accordance with the salary schedule of the appropriate employee unit or individual contracts will be paid in accordance with the established agreement.

Section 2. Status of Salary Schedule: A salary schedule shall be determined for each employee unit or as specified in an individual agreement. The salary schedule shall not be construed as part of any contract or individual agreement. In the event a successor salary schedule is not entered into prior to the commencement of the next school year, the employee shall be compensated according to the last salary schedule or individual agreement agreed to between the District and the employee unit until such time that a successor salary schedule or individual agreement is approved. The new salary rates may be retroactive to July 1st. The employee's advancement or agreement is subject to the right of the District to withhold advancement for just cause.

Section 3. Rates of Pay: The rates of pay shall be in accordance with the salary schedule or individual agreement. Entering employees shall be placed at a step as determined by the District. The District may recognize similar outside experience for placement. Entering new employees shall complete a ninety (90) work day probationary period to demonstrate satisfactory job performance or as specified under statute. Step advancements are made only on July 1, with the exception of moving from the probationary step to the first step once the probationary period has been satisfied. A part-time employee will be advanced on the schedule if the regular schedule is twenty (20) hours or more per week for a period of six (6) months or more prior to July 1. Part-time employees whose regular schedule is less than twenty (20) hours per week will be advanced on the schedule when accumulated time equals or exceeds fifty percent (50%) as of July 1.

## ARTICLE III

### GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the District.

Section 2. Health Insurance:

Subd. 1. Eligibility and Qualifications: Eligibility and qualification shall be in accordance with the health insurance plan document. All employees, whose regular work assignment is twenty (20) hours or more per week per school year, are eligible for enrollment in the group as provided by the plan document.

Subd. 2. District Contribution: The District shall contribute the sum as agreed to with each employee unit or individual per year toward the premium for all regularly assigned eligible employees who qualify and are enrolled in the District group health insurance plan. Regular part-time employees working fifty percent (50%) or more will be allowed District contributions on the basis proportional to the percent of time they are regularly employed. Any additional costs of the premium shall be borne by the employee and paid by payroll deduction.

Subd. 3. Employees electing to waive the medical insurance coverage may purchase at their own expense the group term life insurance coverage.

Subd. 4. Retirement: Upon retirement, employees who are enrolled in the group health insurance plan may continue to remain a part of the health insurance group to age 65 at their own expense. At age 65, retired employees may continue health insurance coverage as provided by the group Medicare Supplemental program at their own expense. Retired employees who are not eligible for Medicare may continue health insurance coverage at their own expense as part of the regular group. Employees who retire with family coverage may continue to insure their spouse until they reach age 65 and/or dependent children until age 26, even after the employee becomes eligible for Medicare. Those retiring after September 1, 1987, who are eligible for the Medicare Supplemental program, must join at the age they become eligible for Medicare coverage.

Subd. 5. Married Couples Employed by District: Married couples who are both employed by the District may pool their insurance premium allowance to purchase one family plan versus two individual plans. The District contribution will not exceed the premium allowance each employee would be eligible to receive on an individual basis.

Subd. 6. Employer HSA Contributions: In the event that an employee chooses the District HSA Health Insurance plan, the District will contribute the difference between the negotiated District health insurance contribution and the premium cost for single coverage, if the District health insurance contribution is larger. This amount will be deposited into the employee's Health Savings Account on a quarterly basis. Employees whose contract allows for fully District paid insurance premiums are excluded from the HSA contributions.

Section 3. Long-Term Disability Insurance: The District shall provide L.T.D. insurance for all eligible employees in accordance with the plan document of the District selected carrier. All regularly scheduled employees whose base annual schedule is twenty (20) hours or more per week will be eligible for L.T.D. insurance.

Section 4. Workers' Compensation Insurance: Workers' compensation insurance, as required under the Workers' Compensation Act of the State of Minnesota, is carried by the District. This insurance covers injuries that occur while the employee is performing services in connection with employment by the District.

Subd. 1. Upon the request of an employee who is absent from work because of disability resulting from a compensable injury under the provisions of the Workers' Compensation Act, the District will pay, as an allowance for sick leave, the difference between the amount of the compensation paid to the employee by the insurance carrier and the amount of the employee's regular rate of pay. Provided, however, that in no event shall the payments made to the employee by the District by virtue of the allowance for sick leave, when added to the amounts received from the insurance carrier, exceed the total daily, weekly, or monthly salary or wage of the employee at the employee's regular rate of pay. The sick leave time for which payment is made will be deducted from the employee's sick leave accrual on F.T.E. basis. Provided, further, that in no event shall the total payments by the District exceed the amount of accrued sick leave to which the employee is entitled.

Section 5. Voluntary Group Participation: Eligible employees shall have the right to participate in Tax Sheltered Annuities and Cancer Indemnity Programs with premiums deducted from salary by the District.

Section 6. Duration of Insurance Contribution: An employee is eligible for District contributions as provided in this section as long as that employee is employed by the District and is a regularly assigned eligible employee who meets the criteria of the plan for participation. Upon termination of employment or limitation of employment to less than an eligible employment status, all District participation and contributions shall cease effective on the last day as an eligible employee.

Section 7. Continuation of Insurance Coverage: The District shall provide opportunities for the employee to convert to a plan or to remain in the plan pursuant to applicable federal and state laws.

## ARTICLE IV

### LEAVES OF ABSENCE

Section 1. Sick Leave: Unless otherwise negotiated, all full-time employees shall earn sick leave at the rate of ten (10) hours per calendar month or ninety-six (96) hours per year for school term employees, and one hundred twenty (120) hours per year for twelve (12) month employees earned on a monthly accrual basis. Regularly assigned part-time employees shall be eligible for sick leave on the basis proportional to the percentage of time they are regularly employed.

Subd. 1. Unused sick leave days may accumulate to a maximum credit of sick leave per employee of one hundred (100) days or as negotiated on individual contracts.

Subd. 2. Reduced Hours and Unused Sick Leave Accumulation Maximums: If an employee's regular hours are reduced and their unused sick leave exceeds the new maximum number of hours allowed, no hours of unused sick leave already accumulated will be deducted from the employee's unused sick leave balance. Once the level of unused sick leave accumulation falls below the new maximum allowed, new hours of unused sick leave begin to accumulate up to the maximum hours allowed at the start of the next fiscal year.

Subd. 3. Sick leave shall be allowed by the 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. Additional sick leave shall be allowed as designate in Minnesota Statute 181.9413.

Subd. 4. The District may require an employee to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness indicating such absence was due to illness in order to qualify for sick leave pay. However, the final determination of the eligibility of an employee for sick leave is reserved to the District.

Subd. 5. In the event that a medical certificate will be required, the employee will be so advised and the District will assume the cost of the medical expense incurred to furnish this certificate.

Subd. 6. Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Subd. 7. Sick leave benefits shall not apply to any employee for any injury sustained as a result of any work for wage or profit including any self-employment, contract labor, temporary, supplemental or secondary job for which any benefits, settlements, awards, or damages are received or payable or could be received or payable under any workers' compensation or similar act of law.

Subd. 8. An unpaid leave of absence may be granted for health reasons for up to one year if recommended by the attending physician in writing and approved by the District and/or designee.

Section 2. Maternity Leave: When an employee becomes pregnant, she may request maternity leave as follows:

Subd. 1. Maternity leave will be granted in accordance with the regular sick leave provisions of Article IV, Section 1, for disabilities related to pregnancy or childbirth limited to that period of time only which a licensed physician reasonably determines the person is unable to work due to pregnancy or childbirth disabilities.

Subd. 2. A doctor's certificate of this determination shall be presented to the District when issued by the doctor.

Subd. 3. If an employee chooses to utilize sick leave, the employee must continue to work until a doctor certifies that she can no longer fulfill the requirements for the position. The employee is required to return to work or take child care leave as soon as she is physically able to do so, as certified by her physician. During the period of her sick leave only, the employee is eligible to receive sick leave benefits. An employee may request an unpaid care leave at the end of this disability.

Section 3. Adoption Leave:

Subd. 1. The Board may grant adoption leave to any employee who makes a written application for such leave. Adoption leave may be granted because of the need to prepare legal documents and provide parental care for a child or children of the employee for an established period of time.

Subd. 2. Adoption leave may include all necessary meetings to fulfill the requirements of the adoption process. Upon learning of the date of home placement, the employee shall submit a written application for adoption leave to the superintendent specifying the dates of the requested leave.

Subd. 3. Adoption leave may commence prior to home placement and may continue up to a maximum of twenty (20) days. Additional days may be granted by the School District. Adoption leave shall be deducted from accrued sick leave earned by the employee.

Subd. 4. Extended adoption leave may continue up to one (1) year without pay. The employee

may not use sick leave for extended adoption leave.

Subd. 5. An employee returning from adoption leave shall be re-employed in a position for which he/she is qualified commensurate with a position occupied prior to the leave subject to the following conditions:

1. That he/she is not physically or mentally disabled from performing the duties of such position.
2. That he/she returns on the date designated on the request for leave approved by the School Board.

Subd. 6. An employee who returns from adoption leave within the provisions of this section shall retain all previous experience credit and any unused sick leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The employee shall not accrue additional experience credit or leave time during the period of absence for adoption leave.

Subd. 7. An employee on extended adoption leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as he/she wishes to retain.

#### Section 4. Child Care Leave of Absence:

Subd. 1. A child care leave may be granted by the District subject to the provisions of this section. Child care leave may be granted because of the need to prepare and provide parental care for a child or children of the employee for an extended period of time.

Subd. 2. An employee making application for child care leave shall inform the District or designee in writing of intention to take the leave at least three (3) calendar months, whenever possible, before commencement of the intended leave.

Subd. 3. If the reason for the child care leave is occasioned by pregnancy, the employee must continue to work until a doctor certifies that she can no longer fulfill the requirements for the position. The employee is required to return to work or take child care leave as soon as she is physically able to do so, as certified by her physician.

Subd. 4. The District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year - i.e. winter vacation, spring vacation, end of the school year, or the like.

Subd. 5. In making a determination concerning the commencement and duration of a child care leave, the District shall not, in any event, be required to:

1. Grant any leave more than twelve (12) months in duration.
2. Permit the employee to return to employment prior to the date designated in the request for child care leave.

Subd. 6. The employee returning from child care leave shall be re-employed in a position which is the same as, or equal to, the employment prior to leave, unless previously discharged.

Subd. 7. Failure of the employee to return pursuant to the date determined shall constitute grounds for termination unless the District and the employee mutually agree to an extension of the leave.

Subd. 8. The parties agree that the applicable periods of probation for employees as set forth in Minnesota Statutes are intended to be periods of actual service enabling the District to have opportunity to evaluate the employee's performance. The parties agree, therefore, that periods of time for which the employee is on child care leave shall not be counted in determining the completion of the probationary period.

Subd. 9. The employee who returns from child care leave shall retain all previous experience credit for pay purposes and any unused leave time accumulated at the beginning of the leave. The employee shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave.

Subd. 10. The employee on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the employee wishes to retain, commencing with the beginning of the child care leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the District pursuant to this Section.

Subd. 11. Leave under the Child Care Leave of Absence shall be without pay or fringe benefits.

Section 5. Family, Medical, Parental and Child Care Leave: Family, medical, parental and child care leave will be available in accordance with State and Federal statute.

Subd. 1. Employees shall be allowed up to sixteen hours of leave per year for the purpose of attending school, pre-school, or child care provider conferences and classroom activities of the employee's child.

Subd. 2. Employees shall be allowed to use any accumulated sick, vacation, personal or compensatory time to offset unpaid leave with paid leave, when required by law.

Subd. 3. An employee shall receive up to one hundred sixty (160) hours (total per year) of sick leave benefits with full pay during a serious illness or death of an immediate family member (defined as adult child, spouse, sibling, parent, grandparent, grandchild, or stepparent of the employee or spouse). Sick child care shall be provided for absence due to the illness of a dependent child in accordance to Minnesota Statute 181.9413.

Section 6. Emergency Leave: An employee shall be granted emergency leave, which is deductible from sick leave as follows:

Subd. 1. Members of the bargaining unit may be granted emergency leave of one (1) day per year at the discretion of the District for situations which require the employee's specific attention and which cannot be attended to during non-duty hours. Deaths, funerals, court appearances as approved by the Superintendent, estate settlements, or State or Federal IRS audits define emergency leave that may be granted by the School District upon recommendation of the Superintendent of Schools. An emergency leave that is not defined under existing language will be at the discretion of the Superintendent. All leave must have prior approval by the District. The District reserves the right to deny such leave requests.

Subd. 3. Emergency leave days are not cumulative.



Section 7. Jury Duty Leave: An employee who is summoned during a school day for Jury Duty will be paid the difference of Jury Duty pay received (for jury duty during the regular school hours) and the employee's regular rate of pay.

Section 8. Unpaid Leave: A leave of absence without pay for up to one hundred eighty (180) calendar days may be granted by the District.

Subd. 1. A leave of absence without pay of thirty (30) calendar day or less may be granted by the District for personal reasons, advanced study, scholarship or fellowship for an employee.

1. Any employee who has satisfied their probationary period may request an unpaid leave of thirty (30) calendar days or less. The request must be made in writing to the immediate supervisor at least thirty (30) days prior to the commencement of the intended leave.
2. The employee's immediate supervisor shall inform the applicant in writing fourteen (14) calendar days prior to the commencement of the intended leave that the request has been granted or rejected. Such leave may be granted based on the staffing needs of the district.

Subd. 2. A leave of absence without pay for more than thirty (30) calendar days and less than one hundred eighty (180) calendar days may be granted by the District for advanced study, scholarship or fellowship for an employee.

1. Any employee who has two (2) or more years of service with the district may request an unpaid leave of absence of more than thirty (30) calendar days and less than one hundred eighty (180) calendar days. The request must be made in writing to the immediate supervisor and the Superintendent of Schools ninety (90) calendar days before the intended leave is to occur.
2. The Superintendent of Schools shall inform the applicant in writing thirty (30) calendar days prior to the commencement of the intended leave that the request has been granted or rejected. Such leave may be granted based on the staffing needs of the district.

Section 9. Deduct Leave: The District will allow for an employee to take a pay deduct at the District's discretion that is limited to no more than five (5) days in any school year. A request can be made to the Superintendent to allow for additional days to accommodate extraordinary circumstances.

## ARTICLE V

### VACATIONS/NON-DUTY DAYS

Section 1. Regularly Scheduled Twelve-Month Employees Vacation or Non-Duty Time: Employees shall be granted vacation time or non-duty time per the following schedule based on continuous years of service in the District:

<u>Working Days Vacation Per Year</u>	<u>Employees Continuous Years of Service</u>
10 days	One (1) through Eight (8) years
15 days	Nine (9) through Fourteen (14) years
20 days	Fifteen (15) or more years

Non-Duty Time

As defined in unit or individual agreements

Vacation days or non-duty time for twelve-month employees are earned on a monthly accrual basis for the contract year. Vacation days or non-duty time may be used during the year in which they are earned, but not to exceed accrued days. Vacation days accrued during a contract year must be used prior to December 31st of the next school year. No vacation may be taken during their probationary period. If a holiday falls in the vacation period, the holiday shall not count as a day of vacation for twelve-month employees.

Section 2. Non Duty Days: For employees with non-duty days, unless otherwise approved, all non-duty time to which an employee is entitled for a given contractual year shall be taken prior to the opening session of the next school year.

Section 3. Vacation or Non-Duty Approval: Vacation or non-duty periods are to be approved in advance by the employee's immediate supervisor. All vacation or non-duty requests should be submitted sufficiently in advance so that work assignments can be adequately scheduled or covered by other personnel.

Section 4. Effect of Leave: Vacation time or non-duty time will not accrue while an employee is on sick leave or non-paid leave when the absence is more than one (1) consecutive month or on non-paid leave.

ARTICLE VI

PAID HOLIDAYS

Section 1. Regularly Scheduled Twelve-Month Employees: Shall receive the following paid holidays on the basis of their regularly assigned work day, provided the employee is on duty the work day before and the work day after the holiday except when on vacation or other approved leave:

Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Day, Presidents' Day, Good Friday, and Memorial Day.

Subd. 1. Employees working less than eight (8) hours per day shall receive proportional holiday pay equivalent to their normal work day rate.

Subd. 2. The District would be allowed to hold school on Presidents' Day and a floating holiday would be designated in exchange for holding school on this holiday. The floating holiday must be utilized prior to June 30 of each year.

Section 2. Regularly Scheduled Nine, Ten and Eleven Month Employees: Shall receive the following paid holidays on the basis of their regularly assigned work day, provided the employee is on duty the work day before and the work day after the holiday except when on vacation or other approved leave:

Thanksgiving Day  
Friday after Thanksgiving Day  
Christmas Day  
New Year's Day

Subd. 1. Employees working less than eight (8) hours per day shall receive proportional holiday

pay equivalent to their normal work day rate.

## ARTICLE VII

### HOURS OF SERVICE

Section 1. Work Week: The regular work day will be determined for each employee unit. Lunch periods will be outside of the scheduled hours. The normal work week will be forty (40) hours of work Sunday through Saturday.

Subd. 1. Absence Procedure: All absences from the scheduled base hours will be reported on the Absence Report including sick leave, emergency leave, vacation leave, other paid leave and ALL unpaid leave for association meetings, personal leave, emergency school closing, excess sick leave and any other absence from the scheduled base hours. When the employee is absent from the scheduled base hours not covered by the paid leave provision of the District, the time not worked will be deducted from the salary payment.

Subd. 2. Extra Time Procedure: Employees are not permitted to change their own schedule by working more hours or days than scheduled. Any change must have prior authorization of the District or designee and must be reported on the time clock system. When an employee is authorized and scheduled to work time which exceeds the scheduled base, this time must be approved in advance and reported on the time clock system. This extra time would include special assignment time, makeup time due to unpaid leave time reported on the Absence Report and emergency time. Extra time will be reported currently and on a monthly basis.

Section 2. Part-Time Employee: The District reserves the right to employ such personnel as it deems desirable or necessary for less than forty (40) hours per week and less than fifty-two (52) weeks per year on a regular part-time or casual part-time basis.

Section 3. Shifts and Starting Time: All employees will be assigned a starting time, shifts, length of day and length of year of employment as determined by the District or designee.

Section 4. Lunch Period: Employees shall be provided a duty-free lunch period of a least thirty (30) minutes when the employee's schedule is five (5) consecutive hours or more per day.

Section 5. Rest Break: All employees who work seven (7) hours per day and longer are entitled to a fifteen (15) minute rest break during the first four (4) hours and the second four (4) hour period of each daily assignment. Employees who work four (4) hours but less than seven (7) hours per day are entitled to one (1) fifteen (15) minute rest break per day. Employees who work less than four (4) hours per day are not eligible for a rest break.

## ARTICLE VIII

### EMPLOYEE PRACTICES

Section 1. Personnel File: Any employee shall have the right to inspect their personnel file as provided by law during regular business hours. The employee may reproduce contents of the file at the employee's own expense, and may attach a statement of explanation or rebuttal to any information contained in the file.

## ARTICLE IX

### OTHER CIRCUMSTANCES

Section 1. The District will approve certain other practices and policies with individual employee units or individual agreements in accordance with conditions and circumstances unique to the requirements that may accrue to the units assigned duties.