

**July 1, 2023 - June 30, 2025**

# **CONTRACT**

between

**Independent School District No. 271  
Bloomington, Minnesota**

and

**Health Services -  
Bloomington Federation of Teachers  
Local #1182  
Education Minnesota  
AFT, NEA, AFL-CIO**



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## SECTION 1 – RECOGNITION

### 1.1 Parties

This Contract is entered into between the School Board of Independent School District #271, Bloomington, Minnesota, hereinafter referred to as the “District”, and the Health Services - Bloomington Federation of Teachers, hereinafter referred to as the “Federation”, pursuant to and in compliance with the Minnesota Public Employment Labor Relations Act of 1971, as amended, (PELRA) to provide the terms and conditions of employment for health service employees as negotiated between the parties.

## SECTION 2 – RECOGNITION OF EXCLUSIVE REPRESENTATIVE

### 2.1 Recognition

In accordance with the PELRA, the District recognizes the Bloomington Federation of Teachers as the exclusive representative of all health service employees working for the District, which Representative will have those rights and duties as prescribed by PELRA and as described in the provisions of this Contract.

### 2.2 Appropriate Unit

The Federation will represent all District health service employees of the above unit as defined in Section 3, by PELRA, and as certified by the Bureau of Mediation Services.

## SECTION 3 – DEFINITIONS

### 3.1 Description of Appropriate Unit

All personnel defined as health service employees will be included in this unit with the exception of those employees not eligible as defined in PELRA, but not including supervisory employees who devote more than fifty percent (50%) of time to administrative or supervisory duties, or part-time employees whose service does not exceed twelve and one-quarter (12.25) hours per week, or employees who hold positions of a temporary or seasonal character for a period not to exceed sixty-seven (67) working days in any calendar year, or substitute or emergency employees.

### 3.2 Health Service Employee

Building Nurses [(registered nurses (RN) and licensed practical nurses (LPN)] and certified occupational therapy assistants [(COTA/L)].

### 3.3 Average Workday

The number of hours in an average workday is calculated by dividing the health service employee’s total authorized weekly hours by five (5).

### 3.4 Hire Date

The first paid day of work in the District without a Break in Service, excluding temporary or substitute employment. Hire Date may differ from Seniority Date.

### 3.5 Break in Service

A resignation, retirement, or termination. This does not include layoffs (as long as the health service employee retains recall rights), long-term disability leave, workers compensation leave, Board-approved leave, or voluntary or involuntary interruption of employment less than one (1) calendar year.

### 3.6 Seniority Date

The first paid day of work in a position covered by this Contract without a Break in Service, excluding temporary and substitute employment. Seniority Date may differ from Hire Date.

### 3.7 Other Terms

Terms not defined in this Contract will have those meanings as defined by PELRA.

## SECTION 4 – DISTRICT RIGHTS

### 4.1 Inherent Managerial Rights

The Federation recognizes that the 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 employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

### 4.2 Management Responsibilities

The Federation recognizes the right and obligation of the District to efficiently manage and conduct the operation of the District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the District.

### 4.3 Effect of Laws, Rules, and Regulations

The Federation recognizes that all health service employees covered by this Contract will perform services prescribed by the District and will be governed by the laws of the State of Minnesota, and by District rules, regulations, directives, and orders issued by properly designated officials of the District. The Federation also recognizes the right, obligation and duty of the District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the District insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Contract and recognizes that the District, all health service employees covered by this Contract, and all provisions of this Contract are subject to the laws of the State of Minnesota, federal laws, rules and regulations of the Minnesota Department of Education, and valid rules, regulations and orders of state and federal governmental agencies. Any provisions of this Contract found to be in violation of any such laws, rules, regulations, directives, or orders will be null and void and without force and effect.

### 4.4 Reservation of Managerial Rights

The foregoing enumeration of District rights and duties will not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Contract are reserved to the District.

## SECTION 5 – EMPLOYEE AND FEDERATION RIGHTS

### 5.1 Right to Views

Nothing contained in this Contract will be construed to limit, impair, or affect the right of any health service employee or the Federation to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the Federation.

### 5.2 Right to Join

Health service employees will have the right to form and join labor or employee organizations, and will have the right not to form and join such organizations. Health service employees will have the right by secret ballot to designate an exclusive representative for the purposes of negotiations, grievance procedures, and terms and conditions of employment for health service employees.

### 5.3 Request for Dues Check-Off

Health service employees will have the right to request and be allowed dues check off pursuant to requirements of PELRA. Upon receipt of a properly executed authorization card of the health service employee involved, the District will deduct from the health service employee's paycheck the dues the health service employee has agreed to pay to the organization during the period provided in said authorization. The health service employee may terminate deductions by giving 30 days written notice to the District and the Office of Human Resources to stop deductions.

### 5.5 Right of Federation Representation

If a health service employee believes that the outcome of a discussion with a supervisor may result in discipline, the health service employee has a right to ask for Federation representation.



**5.6 Progressive Discipline**

After completion of the probationary period, health service employees will only be disciplined or terminated for cause, based on a finding by the District. Except in cases of termination, the goal of discipline will be remediation. Discipline will normally be prescribed in the following manner, unless circumstances warrant otherwise:

**Step 1.** Written Reprimand

**Step 2.** Suspension without Pay

**Step 3.** Termination

**5.7 Personnel File**

Health service employees will be notified in writing within five (5) days when disciplinary action is placed in their personnel files. Only one official personnel file will be maintained per health service employee. Upon written request, personnel files will be made available at the Office of Human Resources during regular business hours. Health service employees will have the right to reproduce any of the contents of their personnel files at their own expense.

**5.7.1 Non-Disciplinary Verbal Warning or Counseling:** Only the personnel file may be used as evidence in any disciplinary action or hearing. This does not limit, restrict, or prohibit the District from submitting supportive documents or testimony, either oral or written, in any disciplinary hearing, nor does it so limit the Federation.

**5.7.2 Step 1 – Written Reprimand:** Upon the health service employee's request, a written reprimand will be removed from the health service employee's personnel file provided that no further disciplinary action has been taken against the health service employee for a period of two (2) years following the date of the written reprimand.

**5.7.3 Step 2 – Suspension Without Pay:** Upon the health service employee's request, a suspension of three (3) days or less will be removed from the health service employee's personnel file provided that no further disciplinary action has been taken against the health service employee for a period of five (5) years from the initial date of suspension.

**5.8 Right of Written Response**

Health service employees will have the right to respond in writing when disciplinary action is placed in personnel files. Such written responses will be permanently attached to the disciplinary action.

**5.9 Non-Disciplinary Materials**

The District acknowledges that, unless circumstances warrant otherwise, the first step in making a health service employee aware of the need for corrective action will be a non-disciplinary verbal warning or counseling focused on remediation. Non-disciplinary materials, such as counseling notes, warnings or directives will not be placed in a health service employee's personnel file, but may be kept in a supervisor's file.

**5.10 Use of District Facilities**

The Federation will be permitted the use of school property at reasonable times, paying the reasonable cost usually charged by the District for such use, provided, however, that this will not interfere with or interrupt normal school operations.

**5.10.1 Business:** Duly authorized representatives of the Federation will be permitted to discuss matters pertaining to Federation business with District personnel during health service employees' non-scheduled hours, provided that this will not interfere with or interrupt normal operations.

**5.10.2 Facilities:** The Federation will have the right to use school facilities, including designated bulletin boards, mailboxes, phones, and other District systems to communicate to its members.

**5.11 Federation Business**

An annual allotment of sixty-four (64) hours will be established for the exclusive allocation of the Federation for negotiations, mediation, arbitration or grievance. Health service employees certified by the Federation to use this allotment will be released without loss of pay.

**5.11.1 Notification:** Written notification of the use of Federation leave must be submitted to the Executive Director of Human Resources at least three (3) calendar days in advance indicating the names of the designated health service employees, the purpose and the dates for release.

#### **5.12 Access to Membership Lists**

By October 1 of each year, the District shall provide in electronic form to the BFT officers who request the names, addresses, telephone numbers, email addresses, full time equivalency (FTE) status, worksite location and assignment of all BFT bargaining unit members employed by the District, provided that the request meets the requirements of Minn. Stat Section 13.43, subd. 6. The data will only be shared with the elected officers and Membership chair of the BFT with the intent to reconcile membership and notify employees of fair share fee assessments in the BFT. Upon request, the District shall provide the BFT with current bargaining unit data.

### **SECTION 6 – BASIC SCHEDULES AND RATES OF PAY**

#### **6.1 Rates of Pay**

Rates of pay will be as negotiated on the salary schedules attached as Schedule A and Schedule B.

**6.1.1 2023-2024:** Schedule A will be the negotiated rate of pay for the 2023-2024 school year -- July 1, 2023 to June 30, 2024 inclusively.

**6.1.2 2024-2025:** Schedule B will be the negotiated rate of pay for the 2024-2025 school year -- July 1, 2024 to June 30, 2025 inclusively.

**6.1.3 Summers:** Health service employees who work summer Health Services beyond their regular hours and contract year will be compensated at their regular rate of pay as shown in Schedules A and B of this Contract.

#### **6.2 Schedule Placement**

Upon initial employment or re-employment after a Break in Service, individuals will be placed on the salary schedule at the discretion of the District.

#### **6.3 Annual Step Advancement**

**6.3.1 Qualifying Period:** Health service employees who work less than sixty (60) working days during the previous July 1 through June 30 will not receive a step advancement and will remain at their previous step until the next annual July 1.

**6.3.2 Successor Contract:** Should a successor contract not be reached upon expiration of this Contract, continuing health service employees will be paid at their previous year rate, until a successor contract is negotiated and ratified by both parties.

#### **6.4 Longevity Pay**

Longevity pay will be effective on July 1 of each year, if eligible based on Hire Date listed in Appendix A. Eligibility for longevity pay may occur prior to reaching the specified number of years; see Appendix A.

**6.4.1 10L:** After approximately ten (10) years, health service employees will receive 10L longevity pay, which is an increase in wages of sixty cents (\$0.60) per hour. Beginning July 1, 2024, after approximately ten (10) years, health service employees will receive 10L longevity pay, which is an increase of wage of sixty-five (65) cents.

**6.4.2 15L:** After approximately fifteen (15) years, health service employees will receive 15L longevity pay, which is an increase in wages of sixty cents (\$0.60) per hour. Total longevity pay for such health service employees, including 10L, will be one dollar and twenty cents (\$1.20) per hour. Beginning July 1, 2024, after approximately fifteen (15) years, health service employees will receive 15L longevity pay, which is an increase in wages of sixty-five cents (\$0.65) per hour. Total longevity pay for such health service employees, including 10L, will be one dollar and thirty cents (\$1.30) per hour.

**6.4.3 20L:** After approximately twenty (20) years, health service employees will receive 20L longevity pay, which is an increase in wages of one dollar and forty cents (\$1.40) per hour. Total longevity pay for such health service employees, including 10L & 15L, will be two dollars and sixty cents (\$2.60) per hour. Beginning July 1, 2024, after approximately twenty (20) years, health service employees will

receive 20L longevity pay, which is an increase in wages of one dollar and forty cents (\$1.40) per hour. Total longevity pay for such health service employees, including 10L & 15L, will be two dollars and seventy cents (\$2.70) per hour.

**6.4.4 Longevity Table**

2023-2024	Per Hour	Total Amount Above Step 6
10L	\$0.60	\$0.60
15L	\$0.60	\$1.20
20L	\$1.40	\$2.60
2024-2025	Per Hour	Total Amount Above Step 6
10L	\$0.65	\$0.65
15L	\$0.65	\$1.30
20L	\$1.40	\$2.70

**6.5 License**

**Filing of License:** RNs, LPNs and COTA/Ls will be responsible for filing their licenses with the Office of Human Resources. RNs, LPNs or COTA/Ls who do not hold a valid license will no longer receive the applicable pay, effective the day after their license expires. It is a job requirement that COTA/Ls maintain a valid certificate.

**6.6 Additional Hours, Overtime and Compensatory Time**

**6.6.1 Additional Hours:** Additional hours beyond the health service employee's scheduled work day or week will require the prior approval of the Supervisor of Health Services. In the event of a medical emergency requiring the service of the health service employee, when prior approval is not practical, the health service employee will exercise independent judgment in regard to extended hours, subject to final approval by the Supervisor of Health Services.

- a. Saturdays and Other Days:** Health service employees who work on Saturday or other days when school is not in session, other than a paid holiday, will be paid at their normal hourly rate. If their workweek exceeds forty (40) hours, they will be paid overtime.
- b. Sundays or Holidays:** Health service employees who work on a Sunday or a school-release paid holiday when school is not in session will be paid two (2) times their normal hourly rate for all hours worked on the Sunday or holiday.
- c. Overnight Assignments:** Health service employees who work overnight assignments will be paid at the health service employee's normal hourly rate for up to sixteen (16) hours per day for hours that are part of student activity time. Overtime, Saturdays, Sundays, and holidays will be paid as outlined in this Section. Student activity time is defined as hours when students are not sleeping. In addition, health service employees will be paid for covering emergencies during the night. Overnight assignment hours must be approved in advance by the Supervisor of Health Services, whenever possible.

**6.6.2 Overtime:** Health service employees who work over forty (40) hours in a given week will be paid one and one-half (1.5) times their normal hourly rate for all hours over forty (40) hours, with the exception of Sundays and Holidays.

**6.6.3 Compensatory Time:** Compensatory time in lieu of additional hours and overtime will be applied at applicable rate. The scheduled use of compensatory time will be taken by mutual agreement between health service employees and the Supervisor of Health Services. Any accumulated compensatory time not used prior to June 5 of each year will be automatically cashed out at the applicable rate. The choice of compensatory time in lieu of additional hours or overtime will require the prior approval of the Supervisor of Health Services.

**6.7 Schedule of Payment**

Annual wages will be paid in twenty-four (24) equal payments, except as specified below in Section 6.7.1. Every effort will be made to pay semi-monthly on or before the fifth and twentieth of each month.

**6.7.1 Lump Sum:** Health service employees may elect to receive summer pay in a lump sum in June, if requested in writing to the Payroll Department on or before May 15. The election will continue into subsequent years, unless cancelled on or before May 15.

**6.8 Re-employment**

Health service employees, if re-employed without a Break in Service, will (a) be credited with their previously accrued sick leave, (b) placed on their previous salary step, (c) reinstated with their previous Hire Date and Seniority Date, and (d) receive benefits specified in Appendix A based on their previous Hire Date.

**6.8 Professional Development Funds**

Each health service employee will be eligible for up to \$300 for the cost of professional development courses per contract year towards obtaining their continuing education credits. The professional development course must result in the obtaining of continuing educations credits to be considered.

**SECTION 7 –  
GROUP INSURANCE**

**7.1 Insurance Eligibility**

Health service employees will be eligible for participation in the District group insurance on the first day of the month after their Hire Date through the last day of the last month of employment.

**7.1.1 Health/Hospitalization and Dental Insurance**

- a. Full-Time:** Health service employees authorized for no less than thirty (30) hours per week will be eligible for full-time benefits under the terms of Health/Hospitalization and Dental Insurance Plans.
- b. Part-Time:** Health service employees authorized for less than thirty (30) hours per week, but no less than twenty (20) hours per week, will be eligible for part-time benefits under the terms of Health/Hospitalization and Dental Insurance Plans.
- c. Spousal:** To be eligible for spousal coverage, (1) both health service employee and spouse must be employed full-time in the District, (2) the health service employee must elect Employee-plus-One or Family coverage and (3) the health service employee’s spouse must not elect any other coverage.

**7.1.2 Health Savings Accounts (HSAs):** Both full-time and part-time health service employees (as defined above in Section 7.1.1) will be eligible for HSAs through the District-selected vendor.

**7.1.3 Life Insurance:** Both full-time and part-time (as defined above in Section 7.1.1) health service employees will be eligible for the District Life Insurance Policy.

**7.1.4 Long-Term Disability Insurance:** Only full-time (as defined above in Section 7.1.1) health service employees will be eligible for the District Long-Term Disability Insurance Policy.

**7.1.5 Not Eligible:** Health service employees in positions regularly scheduled to work less than twenty (20) hours per week will not have access to the District insurance programs.

**7.2 Health/Hospitalization Insurance Plan**

**7.2.1 Health/Hospitalization Insurance Plan:** The District will provide for all health service employees a High Deductible Healthcare Plan (HDHP) per Internal Revenue Service regulations.

- a. Plan Year:** The Plan year will run from July 1 to June 30.
- b. Deductibles:** Deductibles will be the minimum allowed by the IRS. Deductibles will be indexed in future years per IRS regulations, which may result in increases. Per IRS regulations, the deductibles for the following years are as follows:

Year	Employee-Only	Employee-plus-One & Family
2023-2024	\$1,500.00	\$3,000.00

2024-2025	\$1,600.00	\$3,200.00
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- c. **Out-of-pocket maximum for in-network coverage:** The out-of-pocket maximums for those using only in-network providers will be equal to the deductibles.
- d. **Out-of-pocket maximums for out-of-network coverage:** The out-of-pocket maximums for out-of-network coverage will be the maximum allowed by the IRS. Out-of-pocket maximums for out-of-network coverage will be indexed in future years per IRS regulations. Per IRS regulations, the out-of-pocket maximums for out-of-network coverage for the following years are as follows:

Year	Employee-Only	Employee-plus-One & Family
2023-2024	\$7,500.00	\$15,000.00
2024-2025	\$8,050.00	\$16,100.00

**7.2.2 Full-Time Monthly District Contribution:** For full-time health service employees, the District will contribute the maximum amount as set forth below toward the monthly premium for District Health/Hospitalization Insurance. Health service employees will pay by payroll deduction the difference, if any, between the premium and the District contribution.

Year	Employee-Only	Employee-plus-One	Family
2023-2024	\$921.00	\$1,356.00	\$1,483.00
2024-2025	\$985.00	\$1,451.00	\$1,587.00

**7.2.3 Part-Time Monthly District Contribution:** For part-time health service employees, the District will contribute the maximum amount as set forth below toward the monthly premium for District Health/Hospitalization Insurance. Health service employees will pay by payroll deduction the difference, if any, between the premium and the District contribution.

Year	Employee-Only	Employee-plus-One	Family
2023-2024	\$645.00	\$949.00	\$1,038.00
2024-2025	\$690.00	\$1,016.00	\$1,111.00

**7.2.4 Spousal Monthly District Contribution:** For full-time health service employees, the District will contribute the maximum amount as set forth below toward the monthly premium for District Health/Hospitalization Insurance. Health service employees will pay by payroll deduction the difference, if any, between the premium and the District contribution.

Year	Spousal Employee-plus-One	Spousal Family
2023-2024	\$1,937.00	\$2,119.00
2024-2025	\$2,073.00	\$2,267.00

- 7.2.5 District Contribution Exclusion:** Health service employees who have health/hospitalization insurance coverage under another plan may participate in the District Health/Hospitalization Insurance, but they will receive no District contribution toward the monthly premium. This does not include health service employees who receive Medicare, or Tri-Care, Veterans Affairs (VA) benefits, or exceptions granted by the Executive Director of Human Resources due to hardship.
- 7.2.6 Successor Contract:** If a successor contract is not in place before the expiration of this Contract and if the percentage level of District contribution toward monthly premiums proposed by the District equals or better the percentage level of the previous year, the proposed percentage level of District contribution will take effect, until a successor contract is ratified by both parties.
- 7.2.7 Hold-Harmless Clause:** The Federation agrees to join in the defense of any and all suits or claims, except those initiated by the Federation, which may arise out of or by reason of the District's contribution toward health/hospitalization insurance. The liability for any final disposition of any action, suit, or claim will be borne by the District.

**7.3 Health Savings Account (HSA)**

**7.3.1 Contributions:** The District will contribute into an HSA in twelve (12) equal monthly installments the following annual amounts for each health service employee who is (1) enrolled in the District Health/Hospitalization Insurance, (2) receiving a District contribution toward the District Health/Hospitalization Insurance, and (3) scheduled to return to work for the following school year:

**a. Full-Time Annual District HSA Contribution:** The District will contribute an amount equal to fifty percent (50%) of the health service employee’s deductible to each full-time health service employee’s HSA account, as follows:

Year	Employee-Only	Employee-plus-One & Family
2023-2024	\$750.00	\$1,500.00
2024-2025	\$800.00	\$1,600.00

**b. Part-Time Annual District HSA Contribution:** The District will contribute an amount equal to twenty-five percent (25%) of the health service employee’s deductible to each part-time health service employee’s HSA account, as follows:

Year	Employee-Only	Employee-plus-One & Family
2023-2024	\$375.00	\$750.00
2024-2025	\$400.00	\$800.00

**c. Spousal:** For Employee-plus-One coverage, the District will deposit one District Employee-Only HSA Contribution for each full-time health service employee and District-employed spouse. For Family coverage, the District will contribute one half (1/2) of the total of one District Employee-Only HSA Contribution plus one District Family HSA Contribution for each full-time health service employee and District-employed spouse. Deposits will be made in separate HSAs per Internal Revenue Service (IRS) regulations, as follows:

Year	Spousal Employee-plus-One	Spousal Family
2023-2024	\$750.00 each	\$1,125.00 each
2024-2025	\$800.00 each	\$1,200.00 each

**d. Indexing:** Deductibles will be indexed in future years per IRS regulations, which may result in increases in the annual District HSA contribution.

**7.3.2 Newly Hired:** In the school year first employed, the District will contribute into an HSA for each newly hired health service employee the amounts specified in Appendix C – District HSA Contribution for New Hires.

**7.3.3 On Leave:** In the same manner as for active health service employees, the District will contribute into an HSA for each health service employee who is (1) enrolled in the District Health/Hospitalization Insurance, (2) receiving a District contribution toward the District Health/Hospitalization Insurance; and (3) on a Board-approved leave or a paid leave per this Contract.

**7.3.4 Employee Contributions to HSA:** Health service employees may contribute to their HSA as allowed by IRS regulations.

**7.3.5 Hardship Advance:** When out-of-pocket medical expenses in a plan year exceed the District annual HSA contribution, health service employees may ask for their remaining District HSA contribution in advance, provided they submit receipts or other documentation. Hardships will be determined on a case-by-case basis by the Executive Director of Human Resources.

**7.4 Dental Insurance**

For eligible health service employees as defined in Section 7.1, the District will make available a District Dental Insurance program.

- 7.4.1 Employee-Only Full-Time Monthly District Contribution:** For full-time health service employees, the District will contribute one hundred percent (100%) of the cost of the monthly premium for the District Dental Insurance employee-only comprehensive program.
- 7.4.2 Employee-Only Part-Time Monthly District Contribution:** For part-time health service employees, the District will contribute one hundred percent (100%) of the cost of the monthly premium for the District Dental Insurance employee-only preventative program. Optionally, part-time health service employees may buy-up to the District Dental Insurance employee-only comprehensive program, provided that they pay the difference through payroll deduction.
- 7.4.3 Family Comprehensive Program:** Full-time and part-time health service employees may buy-up to the District Dental Insurance family comprehensive program, provided that they pay the difference through payroll deduction.
- 7.4.4 Spousal Monthly District Contribution:** For a full-time health service employee and spouse working full-time in the District who elect family comprehensive District Dental Insurance, the District will contribute two employee-only full-time contributions up to one hundred percent (100%) of the family comprehensive premium for District Dental Insurance, provided that they pay the difference through payroll deduction.

## **7.5 Life Insurance**

The District will contribute the entire premium cost of the District's Life Insurance Policy for all eligible health service employees.

- 7.5.1 Amount:** Eligible health service employees are insured to an amount equal to two (2) times annual salary rounded to the nearest one thousand dollars (\$1,000.00). Basic wages do not include pay for extra assignments.
- 7.5.2 Spouse and Dependents:** The health service employee's spouse and dependent children to age twenty-six (26) are each insured for fifteen thousand dollars (\$15,000.00) life insurance only (no AD&D).
- 7.5.3 AD&D – Employee Only:** The Policy will include an accidental death and dismemberment (AD&D) policy.
- 7.5.4 Additional Life Insurance:** Additional term life insurance is available through PERA to health service employees through payroll deduction paid in full by the health service employee.

## **7.6 Long-Term Disability Insurance (LTD)**

The District will contribute the entire premium cost of the District's Long-Term Disability Insurance Policy for eligible health service employees as defined in Section 7.1.4.

- 7.6.1 Amount:** LTD Insurance purchased by the District will be based on income support of sixty-six and two-thirds percent (66 2/3%) of the health service employee's basic wage, as defined by the Policy.
- 7.6.2 Waiting (Elimination) Period:** Health service employees who are disabled and absent from work for ninety (90) consecutive calendar days will convert to LTD on the first day of eligibility.
- 7.6.3 Exclusion for Pre-existing Conditions:** No benefits will be paid for disability due to a pre-existing condition, if the health service employee becomes disabled during the first twelve (12) months from Hire Date. A pre-existing condition is defined by the Policy.
- 7.6.4 Benefits:** Health service employees who convert to LTD will not receive District wages, paid leaves, or vacation effective the first day of LTD eligibility until such time as the health service employee returns to active employment.
- 7.6.5 Use of Sick Leave:** Health service employees may use accrued sick leave, if available, during the ninety (90) day waiting period, and thereafter.

## **7.7 Duration of District Insurance Contributions**

Health service employees are eligible for District contributions as provided in Section 7 while employed by the District and on paid status.

- 7.7.1 Medical Leaves Up to Twelve Weeks:** Health service employees who are (1) unable to work, (2) on a District-approved medical leave, and (3) enrolled in the District Health/Hospitalization Insurance will

be eligible for continuation of District insurance contributions for up to twelve (12) weeks from the date when their medical leave started.

**7.7.2 Medical Leaves Up to Twelve Months:** Health service employees who are (1) unable to work, (2) on a District-approved medical leave, (3) enrolled in the District Health/Hospitalization Insurance, and (4) qualified for LTD will be eligible for continuation of District insurance contributions for up to twelve (12) months from the date when their medical leave started.

**7.7.3 Workers Compensation:** Health service employees receiving workers compensation disability income benefits resulting from injury or illness incurred as health service employees of District will be eligible for continuation of District insurance contributions.

**7.7.4 Termination:** Upon termination of employment, all District contributions for group insurance will cease on the last day of the month, except as provided for in retirement or by the insurance plans/policies.

#### **7.8 Selection of Carrier**

The District will make the selection of the insurance carrier and insurance policies.

#### **7.9 Retirement Group Insurance**

Retirees will be eligible for District group insurance as defined in Section 10 – Retirement.

### **SECTION 8 – ABSENCES, LEAVES, AND HOLIDAYS**

#### **8.1 Sick Leave**

Health service employees will accrue sick leave equivalent to hours worked in their base assignment.

**8.1.1 Accumulation:** Eligible health service employees will earn sick leave at the rate of one (1) average workday for each month to a maximum annual accumulation of ten (10) days. Sick leave will be credited in full at the beginning of the school year, but should the health service employee leave employment or move to unpaid status during the school year, sick leave that was credited but not earned will be returned to the District. Unused sick leave is subject to unlimited accumulation.

#### **8.1.2 Use of Sick Leave**

- a. Health service employees may use accumulated sick leave for an illness or injury for themselves and it may be used for an illness or injury of their children, spouse, sibling parent, mother-in-law, father-in-law, grandchild, grandparent or stepparent for a reasonable period of time as the employee's attendance may be necessary. Employees may use sick leave for themselves or those relatives listed above for safety leave, as allowed under Minnesota Statute § 181.9413. Additional protections for safety leave and pregnancy leave may apply as allowed under Minnesota Statute § 181.9413 or MN Statute § 181.9414.
- b. For routine appointments that cannot be scheduled outside the workday, it is highly recommended that health service employees schedule these appointments at the beginning or end of the workday.
- c. Sick leave will be used in the amount of the health service employee's average workday at the time of use.

**8.1.3 LTD:** Health service employees may use accrued sick leave for LTD per Section 7.6.5.

#### **8.2 Childbirth Leave**

The District will grant up to five (5) paid days of childbirth leave for workdays that occur within seven (7) calendar days of the birth (the day of birth included) to health service employees, spouses, and domestic partners including any medical disability associated with childbirth, which would normally be charged to sick leave. It will not be deducted from sick leave.

#### **8.3 Child Adoption Leave**

The District will grant health service employees adoption leave per the Family Medical and Leave law. The first five (5) days will be paid and not deducted from sick leave; the next fifteen days will be deducted from available sick leave. If sick leave is exhausted, earned personal leave may be used. If both are exhausted, the days will be unpaid. Any remaining days under Family medical leave will be earned personal, or unpaid if no



earned personal is used. Adoption leave may include, but is not limited to: pre-adoption consultation, legal counsel, legal proceedings, and naturalization proceedings.

#### **8.4 District-Approved Leave (formerly Emergency or Required Leave)**

Subject to the prior approval of the District, health service employees may be absent without loss of pay for reason of required legal appearances/jury duty, or bereavement. Such absences will be at the discretion of the District, but will never be allowed for recreation, absence of personal choice, or for purposes that could be carried outside the health service employee's work schedule.

#### **8.5 Earned Personal Leave**

On July 1 of each year if eligible based on Hire Date listed in Appendix A (after approximately 1 year), health service employees will qualify for three (3) paid personal leave days per year, accumulating to a maximum of six (6) days. Personal leave requests will be granted on a first-come, first-served basis with no more than 10% of health service employees being granted personal leave on a given day.

**8.5.1 K-12 Blackout Days:** Health service employees may not use personal leave days on the following blackout days: first student contact day of the school year, all professional development days, and last student contact day of the school year.

**8.5.2 Advance Notice:** In order to use earned personal leave, health service employees must apply for approval of personal days in advance, except in emergencies.

**8.5.3 Short-Term Unpaid Leave:** Health service employees may be granted up to two (2) unpaid leave days per year without accumulation, provided that they use one (1) earned personal leave day for each unpaid leave day. The combination of unpaid leave and earned personal leave will not exceed a total of five (5) days per occurrence.

**8.5.4 Accruals:** Employees who have maxed out their earned personal leave accrual during a contract year and will as a result lose some or all accrual the following contract year will be able to turn in and receive pay for one earned personal day that would otherwise be lost.

#### **8.6 Leave of Absence without Pay**

At the discretion of the District, health service employees may be granted a leave of absence of up to, but not to exceed, one (1) year without pay and benefits. Leave of absence without pay to pursue RN qualification and licensure will be considered an appropriate use of this leave.

#### **8.7 Absence due to Worker's Compensation**

A health service employee compensated for absences under workers compensation will continue to receive full pay as long as the health service employee has available sick leave. Deductions from sick leave will be prorated based on the difference between workers compensation and the health service employee's full wage. While on paid status with the District, the health service employee will continue to accrue sick leave and will be eligible for District paid benefits.

#### **8.8 Military Leave**

Military leave will be in accordance with State and Federal law. Unit members on military leave will continue to earn credit towards step advances. In addition, the District will pay both the unit member portion of PERA, while unit members are on military leave, as allowed by PERA.

#### **8.9 Loss of Time Due to Assault or Threat**

**8.9.1 Assault:** A health service employee absent from work as a result of an assault while acting in a capacity for the District will not be charged with a loss of sick leave or any other leave for the length of time required for recovery, nor for any reoccurrence thereof. An absence under workers' compensation will limit the obligation of the District to the difference between workers' compensation and the health service employees' daily rate of pay as of the date of continuous absence. This paid leave will cease when the health service employee satisfies the qualifying period for long-term disability.

**8.9.2 Threat:** A health service employee absent from work as the result of a threat while acting in a capacity for the District will receive up to five (5) days of paid leave not to be charged to sick leave or any other leave.

**8.9.3 Police Report:** In order to be eligible for this leave, the health service employee must file a police report regarding the incident precipitating the use of this leave.

**8.10 Paid Holidays**

Health service employees under this Contract will be eligible for up to eleven (11) paid holidays per year including Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King, Jr. Day, President's Day, Good Friday (or the last Friday of spring break, if school is in session on Good Friday), and Memorial Day.

**8.10.1 Longevity Holiday:** On July 1 of each year if eligible based on Hire Date in Appendix A (after approximately 5 years), health service employees will receive one (1) additional longevity holiday during spring break.

**8.10.2 Definition:** A day of holiday pay will be an average workday, as defined in Section 3.

**8.10.3 Alternative Holiday Schedule:** When a holiday falls on Saturday, the previous Friday will be observed. When a holiday falls on Sunday, the following Monday will be observed. Any holiday that falls on a day school is in session, the District will determine when health service employees will receive holiday pay for that day.

**8.11 Examinations**

The District may request a physical or psychological examination if there is evidence that the health service employee's capabilities have been impaired and there is a change in their condition since employment. The District will select the physician or psychologist and pay for the examination. Health service employees experiencing repeated absences due to illness may be required to furnish medical proof of illness.

**8.11.1 Long-Term Leave:** Health service employees who fail to qualify for a position either physically or psychologically may request a one-year medical leave of absence. Health service employees unable to return to work after a one-year leave of medical absence will be separated from employment, unless otherwise required by law.

**8.12 Part-time Leave Program**

Per this Section, the District will grant part-time leaves as outlined below.

**8.12.1 Eligibility:** All health service employees are eligible to participate in the part-time leave program.

**8.12.2 Approval:** Part-time leave requests may originate at any time during the school year. Part-time leave requests will be approved at the District's discretion. Current employees tentatively approved for part-time leave program will apply for a part-time leave, which will be filled by long-call reserves. No more than two (2) part-time leaves will be granted in the District during the same time period, unless mutually agreed by the Federation and the District. When an employee requests a part-time leave, the District may approve the request tentatively, pending the District finding a suitable long-call reserve to fulfill the request. If no suitable long-call reserve is found, the District retains the right to ultimately deny the part-time leave request.

**8.12.3 Long-Call Reserves:** Time spent in long-call reserve positions will not count toward the probationary period. Long-call reserves covered under this Contract per Section 3.1 will have all other rights and benefits defined by this Contract.

**8.12.4 Duration:** Part-time leaves will be approved for up to one (1) year at a time, or in the case where the leave begins after the start of the school year, until the end of the current school year. Additional years may be approved at the District's discretion.

**8.12.5 Wages and Benefits:** Individual wages will be based on current step placements. Benefits will be based on authorized weekly hours. Accrued leaves will carryover and, while participating in the part-time leave program, leaves will accrue based on the part-time assignment.

**8.12.6 Additional Pay:** If requested by the Supervisor of Health Services, employees participating in the part-time leave program will be paid their hourly rate of pay to attend all conference, training, and workshop days and staff meetings.

**8.12.7 Seniority:** Employees participating in the part-time leave program will retain their original Seniority Date while on leave.

**8.12.8 Mid-Year Changes:** If the long-call reserve resigns, is terminated or discharged by the District, becomes ill, disabled, or takes a leave of any kind, the employee participating in the part-time leave program will assume the full-time position, if possible, until such time a suitable replacement can be

found. If an employee participating in the part-time leave program resigns, is terminated or discharged by the District, becomes ill, disabled, or takes a leave of any kind, the part-time leave will end and the full-time position will be posted. The long-call reserve will not have automatic rights to the open full-time position, but will be given an interview if the long-call reserve applies.

**8.12.9 Retention of Rights:** At the end of the part-time leave, employees participating in the part-time leave program retain their right to return to positions with equivalent authorized annual work hours of their former assignments prior to the part-time leave.

**8.12.10 Right of Assignment:** The District retains the right of assignment at the end of the part-time leave.

**8.12.11 Other Regular Contract:** Employees participating in the part-time leave program may work as substitute employees in the District, but will not be employed under any other regular contract in the District.

## **SECTION 9 – WORKING CONDITIONS**

### **9.1 Work Schedule**

Health service employees will be assumed as continuing in hours and terms of employment unless disrupted by action of the District. The District retains the right to reduce or add to the hours of employment or to reduce or add to the work year of health service employees so long as any reduction is effective following written notice no less than thirty (30) calendar days. This requirement of notice will not apply to termination for cause.

### **9.2 Hours of Work**

Full-time employment will be eight (8) hours per day and forty (40) hours per week. The basic workweek will consist of five (5) consecutive days.

### **9.3 Work Breaks**

Health service employee will have a right to a break of fifteen (15) minutes for each four (4) hour segment of work per day.

### **9.4 Lunch Break**

Lunch breaks when scheduled without pay will be of no less than thirty (30) minutes and will be duty free. Scheduled "on duty" lunch breaks with pay will be within a duty day of up to and not to exceed eight (8) hours.

### **9.5 Emergency School Closing**

On scheduled workdays when schools are closed due to weather or emergency conditions, health service employees may or may not be required to report to work.

**9.5.1 Released from Work:** When health service employees are released from work due to a school closing, that absence will be without loss of pay.

**9.5.2 Alternative Work Site:** At the discretion of the District, health service employees may be required to report to an alternative work site.

**9.5.3 Make-Up Day(s):** In the event that the District reschedules day(s) previously lost due to emergency closing, health service employees will perform their regular duties on the rescheduled day(s).

**9.5.4 Applicable Leave Provisions:** Health service employee absences on emergency closing days when health service employees are expected to report to work will be subject to applicable leave provisions of this Contract.

### **9.6 Postings of Job Openings**

All vacancies and/or new positions covered by this Contract will be posted for a period of no less than five (5) working days on the District website and job group, Health Services group, and at the District Office of Human Resources. All health service employees who apply, including those in non-public schools, will be interviewed and considered for posted positions.

### **9.7 Licensed School Nurse (LSN)**

The District is committed to an LSN service delivery model. Due to the addition of the LSN's, which are part of the teacher's collective bargaining agreement, all postings for health service employees will indicate that an LPN license is preferred.

**9.8 Probationary Period**

Newly hired health service employees will be considered probationary for the first calendar year (12 months) of employment. Health service employees who do not meet the expectations of the District or who are in a position to be discontinued may be terminated at any time during the probationary period upon immediate notice of the District. Termination during the probationary period will not be subject to the grievance procedure.

**9.9 Right of Assignment**

The District will retain all rights of assignment or reassignment of health service employees within the bargaining unit. Assignment or reassignment will be defined as the change of work location based on the need to deliver educational support services as defined by the District.

**9.10 Rights of Transfer**

In the event of a permanent vacant position which is deemed by the District as available for transfer, the position will be posted by the District for a period of five (5) days, excluding Saturday, Sunday and holidays. Health service employees responding to the posting within the five (5) day period will be given consideration for transfer. The decision to grant or deny the transfer request will be at the discretion of the District.

**9.11 Non-Unit Work**

This Contract does not apply to positions where an individual health service employee is required to provide specialized health services to one student during the student's academic day, until the health service employee becomes a public employee as defined by PELRA.

**9.12 Job Exchanges**

If two (2) health service employees request a job exchange, the Supervisor of Health Services and the Office of Human Resources will consider the request after meeting with the health service employees requesting the job exchange.

**SECTION 10 –  
RETIREMENT****10.1 District 403(b) Plan (Tax-Sheltered Annuity Plan)**

Upon employment, health service employees are eligible to participate in the District 403(b) plan without a District match, if authorized to work for no less than twenty (20) hours per week.

**10.1.1 District Match:** In addition, starting July 1 of each year if eligible based on Hire Date in Appendix A, the District will match the contributions of eligible health service employees up to a maximum annual District contribution of three (3%) percent per year of annual salary. The match after three years of service will begin the 24-25 school year.

**10.1.2 Supplemental:** Health service employees who are not eligible for the District matching contribution may contribute to the District 403(b) plan as allowed by District policy. Such contributions will be deducted from the health service employee's salary with the entire cost of the annuity to be borne by the health service employee.

**10.1.3 Legal:** The District 403(b) Plan and District matching contributions will be subject to all applicable state and federal laws, rules and regulations.

**10.2 Retirement Group Insurance**

Eligibility of the retired health service employee, spouse, and dependents for continued participation in the District health/hospitalization insurance and dental insurance will be determined by applicable state and federal law.

**10.2.1 District Contribution to Health/Hospitalization Insurance in Retirement:** Upon retirement if eligible based on Hire Date in Appendix A (after approximately 15 years), health service employees who are at least age fifty-five (55) years at time of retirement will be eligible for District paid contributions toward health insurance in retirement of one hundred dollars (\$100.00) per month for employee-only coverage and one hundred fifty-two dollars (\$152.00) per month for employee-plus-one or family coverage. The retired health service employee will pay the balance of the premium cost.

- a. **Basis:** Health service employees will be eligible for the District contribution based on the coverage elected in the last one (1) year preceding retirement.

- b. **Duration:** The District contribution will cease when the retired health service employee reaches Medicare eligibility.
  - c. **Notification of Retirement:** To be eligible for the District contribution, health service employees must provide written notice of retirement thirty calendar (30) days prior to retirement, unless the District waives this requirement.
  - d. **Termination:** Health service employees terminated for cause will not be eligible for the District contribution.
- 10.2.2 Level of Benefits:** Retired health service employees will receive the same level of benefits each year as current health service employees actively employed.

## SECTION 11 – LAYOFFS

### 11.1 Basis

When it is deemed necessary by the District to reduce the number of positions within this bargaining unit, health service employees will be laid off on a basis to retain the most senior health service employee.

### 11.2 Seniority

“Seniority Date” is defined as the first paid day of work in a position covered by this Contract without a Break in Service, excluding temporary and substitute employment (as defined in Section 3.6). Seniority Date may differ from Hire Date.

- 11.2.1 Seniority Lists:** By March 1 of each school year, the District will prepare an updated seniority list from its records, including name, Seniority Date, authorized hours per day, and authorized days per year. The District will send copies of the seniority list to health service employees, who will be given twenty (20) calendar days from receipt of the list to request adjustments. Non-public school health service employees and COTA/Ls will each be placed on separate seniority lists.
- 11.2.2 Tie-Breakers:** If two or more health service employees have the same Seniority Date, the health service employee with RN licensure will be considered the most senior. If two or more health service employees hold RN licensure, the health service employee with the most authorized annual hours will be considered the most senior. If two or more health service employees have the same Seniority Date and the same authorized annual hours, the health service employee with the lower District employee number will be considered the most senior.
- 11.2.3 Current Seniority List:** The seniority list will be made current to the first of the month preceding sending of layoff notices for health service employees affected by reassignments and layoffs.
- 11.2.4 Non-Seniority Promotion:** A health service employee who is promoted within the District to a non-bargaining unit supervisory position will remain on the seniority list for two (2) years from the date of promotion.
- 11.2.5 Non-Public Hours:** The District may at any time increase or reduce the hours of health service employees working in non-public schools, as funded by the State of Minnesota. Reduction in hours of more than five (5) hours per week will trigger the lay-off procedure.

### 11.3 Notice

Health service employees will be given no less than a thirty (30) calendar day notice of layoff.

### 11.4 Recall Rights

Health service employees who have been placed on layoff status will retain the recall rights for a period of up to two (2) calendar years from the date of layoff. Recall to employment will be in the order of most senior. At the conclusion of the two (2) year recall period, health service employees who have not been returned to employment will lose their recall rights.

### 11.5 Right of Refusal

Health service employees on layoff who refuse an offer of full re-employment will lose their recall rights, unless there is mutual agreement between the District and the health service employee to bypass recall. A second bypass of full recall will result in loss of all recall rights.

**11.6 Definition of Full Recall**

Full recall will have occurred when a health service employee is returned to a position that is scheduled for daily work hours and annual work year equal to the position held by the health service employee at the time of layoff.

**11.7 Right to Positions**

No new health service employee will be hired as long as health service employees have recall rights.

**11.8 Group Insurance Eligibility during Recall Rights**

Health service employees on layoff will be given access to the District group insurance programs. One hundred (100%) percent of the premium cost will be paid by the health service employee on layoff. If at any time during the period of eligibility, the health service employee on layoff fails to maintain the available group insurance, all rights to continued coverage will cease.

**SECTION 12 –  
GRIEVANCE PROCEDURE****12.1 Informal Issue Resolution**

When issues arise between and among the Federation, health service employees represented by the Federation, and the District, any party may initiate informal discussion to explore understanding and potential issue resolution. Such discussion may include, but will not be limited to, issues that may ultimately be addressed under the grievance procedure of this Contract.

**12.1.1 Limitations:** Attempts at issue resolution by any party under these informal proceedings will not be admissible in a grievance proceeding nor will the outcome form the basis of adding to, expanding, modifying or interpreting this Contract except as is set forth in written agreement between the parties to this Contract and/or to the extent that the outcome is ultimately judged a past practice which interprets the intent of the parties as set forth in the standards of Elkouri and Elkouri.

**12.1.2 Extending Timelines:** The use of these informal issue resolution procedures will provide the basis for extending the timelines for initiating a formal grievance:

- a. When the issue or a posting of the issue is ultimately judged to be grievable under the definition of Section 12; and,
- b. When there is clear and demonstrable knowledge of both the President of the Federation and the Executive Director of Human Resources that informal procedures are being used as a first resolution step in an issue that may ultimately be deemed grievable. Participation in these procedures will not prejudice the position of either party as to the grievability or non-grievability of the issue.

**12.1.3 Representation:** Representation of the Federation, the health service employee and/or the District to participate in informal resolution proceedings will be as determined by each party.

**12.1.4 Formal Initiation:** Commencing of the formal grievance timelines of the Contract may be initiated by either party at any time during the informal proceedings. The filing of a formal grievance form at any time during the informal procedure by a health service employee or the Federation will initiate the grievance procedures and timelines.

**12.2 Grievance Procedure****12.2.1 Grievance Definitions and Interpretations**

- a. **Grievance:** A "grievance" is an alleged violation, misinterpretation or misapplication of the terms and condition of this Contract.
- b. **Days:** Reference to "day" regarding time periods will be any calendar day, excluding Saturdays, Sundays and legal holidays.
- c. **Time Limits:** Time limits specified in this Contract will be strictly adhered to and may only be extended by mutual agreement. Failure of the health service employee or Federation to file a grievance or to appeal a grievance decision within the time limits will constitute a waiver of the grievance. Failure of the District to respond within the time limit will constitute a denial of the grievance.

- d. **Computation of Time:** In computing any period of time in this procedure, the date of the act, event or default will not be included. The last day of any time period will end at the close of District office hours; however, a United States Postal Service postmark prior to 12:00 midnight of the final day will be deemed timely.
  - e. **Immediate Supervisor:** "Immediate Supervisor" when used in this Section will refer to the building principal or the Supervisor of Health Services, whichever is responsible for the act or event that forms the basis for the grievance.
- 12.2.2 Filing of a Grievance:** A valid filing of a grievance will be submitted in writing within twenty (20) days of the date the grievant knew or should have known of the act or event which forms the basis of the grievance. The grievance form will be submitted to the Executive Director of Human Resources with a copy to the immediate supervisor. The written grievance form will include all relevant information, including, but not necessarily limited to:
- a. Name(s) of the grievant,
  - b. Description of the grievance act or event,
  - c. Date of occurrence,
  - d. The specific Section(s) of this Contract alleged to have been violated, misinterpreted or misapplied,
  - e. The relief sought, and
  - f. Date of filing.
- 12.2.3 Initiating Level:** Normally, the grievance will be initiated at Level One with the immediate supervisor. However, to expedite issues, which require a District-wide perspective for resolution, with the mutual agreement of the Federation and the District, the grievance may be initiated at any level of the proceedings.
- 12.2.4 Level One - Immediate Supervisor:** Within five (5) days after the Federation has filed the grievance, the immediate supervisor will meet with the grievant and the Federation. In the event that such a meeting is not necessary, and in any event within ten (10) days of receipt of the grievance, the immediate supervisor will issue a written response to the grievant, with copies to the Federation and to the Executive Director of Human Resources.
- 12.2.5 Level Two – Superintendent/Designee:** In the event the grievance is not resolved at Level One, the grievance may be appealed to the Superintendent/Designee level, provided such appeal is made in writing within five (5) days of receipt of the Level One response. Within fifteen (15) days after the grievance has been filed at Level Two, the Superintendent/Designee will meet with the grievant(s) and Federation representatives to review the grievance. Within ten (10) days following this meeting, a response will be issued.
- 12.2.6 Level Three - Arbitration:** In the event that the grievance is not resolved, the grievant may submit to arbitration as defined herein.
- a. A grievance submitted to arbitration will be filed with the Bureau of Mediation Services (BMS) within ten (10) days of receipt of the Level Two response, with a copy to the Executive Director of Human Resources.
  - b. The issue as submitted to the BMS and the Arbitrator will be restricted to the grievance issue as defined by this Contract or as reviewed by the District and the grievant(s) in the grievance proceedings under this Contract.
  - c. The procedures for selecting an Arbitrator and for the arbitration proceedings will be under the rules as established by the BMS.
  - d. Each party will bear its own expense in connection with the arbitration. The parties will share equally fees and expenses of the arbitration.
  - e. 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 presented will be final and binding upon the parties, subject, however, to the limitation of arbitration decisions as provided in PELRA.

- f. 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 this written agreement; 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 of 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, selection and direction and number of personnel. In considering any issue in dispute, and in issuing an order for same, the Arbitrator will give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct their operations within the legal limitations surrounding the financing of such operations.

### **SECTION 13 – DURATION**

#### **13.1 Terms and Reopening Negotiations**

The term of this Contract is from July 1, 2023 through June 30, 2025. It will remain in full force and effect until a successor contract is negotiated.

#### **13.2 Effect**

This constitutes a full and complete contract between the District and the Federation. The provisions herein relating to terms and conditions of employment supersede any and all prior contracts, resolutions, practices, District policies, rules and regulations concerning terms and conditions inconsistent with these provisions.

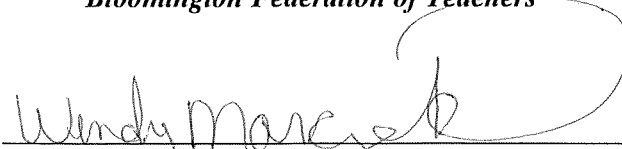
#### **13.3 Severability**

The provisions of this Contract will be severable by mutual agreement. If any provision is held to be invalid, it will not affect other provisions of this Contract or the application of any provision thereof.




**FOR: *Health Services-  
Bloomington Federation of Teachers***

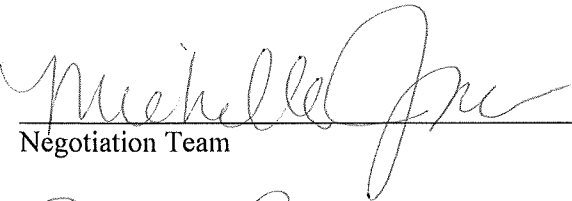
**FOR: *Independent School District No. 271  
Bloomington Public Schools***

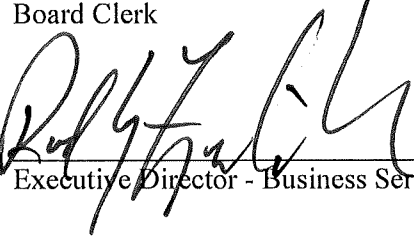
  
\_\_\_\_\_  
Federation President / Chief Negotiator


  
\_\_\_\_\_  
Board Chairperson

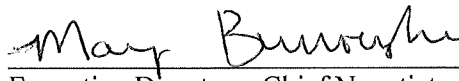
  
\_\_\_\_\_  
Negotiation Team


  
\_\_\_\_\_  
Board Clerk

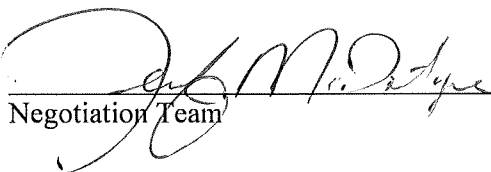
  
\_\_\_\_\_  
Negotiation Team

  
\_\_\_\_\_  
Executive Director - Business Services

  
\_\_\_\_\_  
Negotiation Team

  
\_\_\_\_\_  
Executive Director – Chief Negotiator

  
\_\_\_\_\_  
Negotiation Team

  
\_\_\_\_\_  
Negotiation Team

**SCHEDULE A –  
2023-2024**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	10L*	15L*	20L*
<b>LPN</b>	29.07	29.64	30.20	30.75	31.38	31.96	32.56	33.16	34.56
<b>COTA</b>	28.02	28.53	29.05	29.58	30.10	30.65	31.25	31.85	33.25
<b>RN</b>	32.63	33.18	33.73	34.28	34.80	35.35	35.95	36.55	37.95

**SCHEDULE B –  
2024-2025**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	10L*	15L*	20L*
<b>LPN</b>	30.30	30.88	31.45	32.03	32.66	33.23	33.88	34.53	35.93
<b>COTA</b>	29.15	29.69	30.23	30.78	31.32	31.89	32.54	33.19	34.59
<b>RN</b>	33.97	34.54	35.10	35.67	36.22	36.78	37.43	38.08	39.48

*\*See Section 6.4 - Longevity Pay.*

*\*\*See Section 6.5 – Stipends.*

**APPENDIX A –  
ELIGIBILITY BASED ON HIRE DATE**

Your Hire Date: \_\_\_\_\_

Based on Hire Date, health service employees are eligible for the following benefits per this table:

Health Service Employees Qualify for Benefit Below:		Effective July 1, 2023, if Hire Date is before:	<sup>(1)</sup> Effective July 1, 2024,* if Hire Date is before:	<sup>(2)</sup> Approximate Years to Qualify
Section 6.4 - Longevity Pay	10L	January 1, 2014	January 1, 2015	10
	15L	January 1, 2009	January 1, 2010	15
	20L	January 1, 2004	January 1, 2005	20
Section 8.5 - Earned Personal Leave		January 1, 2023	January 1, 2024*	1
Section 8.9.1 - Longevity Holiday		January 1, 2019	January 1, 2020*	5
Section 10.1.1 - 403(b) Match (20 hours or more)		January 1, 2021	January 1, 2022*	3
Section 10.2.1 - District Contribution to Health/Hospitalization Insurance in Retirement (Minimum age 55) (Part-time & Full-time)		January 1, 2009	January 1, 2010*	15

*Notes:*

- (1) *Should a successor contract not be reached upon expiration of this Contract, the dates marked with an asterisk\* will advance one year on an annual basis.*
- (2) *For health service employees hired mid-year in a school year, refer to Hire Date.*
- (3) *The lowering of 403b match from after five years to after three years will begin with the 24-25 contract year*

**APPENDIX B –  
DISTRICT HSA CONTRIBUTIONS FOR NEW HIRES**

**Employee-Only Coverage:** The total district HSA contribution for new full-time hires for 2023-2024 will be a maximum of seven hundred and fifty dollars (\$750.00). Part-time employees will receive half of full-time district contribution (\$375.00). The total district HSA contribution for new full-time hires for 2024-2025 will be a maximum of eight hundred dollars (\$800.00). Part-time employees will receive half of full-time district contribution (\$400.00.) These figures are based on a full year schedule. Those hired after January 1<sup>st</sup> of any school year will receive a pro-rated amount based on their hire date.

**Employee+1 and Family Coverage:** The total district HSA contribution for new full-time hires for 2023-2024 will be a maximum of fifteen hundred fifty dollars (\$1,500.00). Part-time employees will receive half of full-time district contribution (\$750.00). The total district HSA contribution for new full-time hires for 2024-2025 will be a maximum of sixteen hundred dollars (\$1,600.00). Part-time employees will receive half of full-time district contribution (\$800.00). These figures are based on a full year schedule. Those hired after January 1<sup>st</sup> of any school year will receive a pro-rated amount based on their hire date.

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**MEMORANDUMS OF UNDERSTANDING**

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**HEALTH SERVICES FORUM**

The district and the union agree to meet quarterly to discuss issues related to health associates working conditions and how to improve the systems we use to deliver service. The district team will include the Special Education Director, Health Services Manager and two other district appointees. The union team will include 3 building nurses with at least one elementary representative, one secondary representative, the union president and lead negotiator when applicable. The Unit may invite state affiliate representative to attend. The agenda will be completed jointly. Each side can request to meet more than quarterly, if desired. Four meetings a year will be placed on the school calendar.

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**ANNUALIZED/NONANNUALIZED PAY**

At the time of hire, new hires may select to receive their pay non-annualized. Current health service associates may change annualized pay to non-annualized for the next contract year if they notify the District by June 1<sup>st</sup>. This change can only occur two times.