



AGREEMENT

INDEPENDENT SCHOOL DISTRICT NO. 273

EDINA, MINNESOTA

AND THE

HEALTH SERVICE ASSOCIATE ORGANIZATION

JULY 1, 2023 THROUGH JUNE 30, 2025

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## AGREEMENT

This Agreement is made and entered into by and between INDEPENDENT SCHOOL DISTRICT NO. 273, Edina, Minnesota, hereinafter referred to as the "Employer," and the HEALTH SERVICE ASSOCIATE ORGANIZATION, hereinafter referred to as the "HSA."

### ARTICLE I PURPOSE

The purpose of this Agreement is to encourage and increase orderly, constructive, and harmonious relationships between the Employer and its employees; to establish procedures for the resolution of differences over terms and conditions of employment; and establish an environment in which the children of this community may receive education of the highest quality. Accordingly, the parties have set forth herein all terms and conditions of employment which have been agreed upon by the Employer and the HSA, pursuant to an in compliance with the Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as the "PELRA"). Terms not specifically defined herein shall have the meanings given them under PELRA.

### ARTICLE II MANAGEMENT RIGHTS

Section 2.1 Authority of the Employer. The laws of the State of Minnesota have vested in the Employer the full authority to manage, control and direct the operation of the school district, and to adopt, modify or repeal policies, rules, and regulations for the district. All such authority of the Employer shall continue unimpaired, except as limited by a specific provision of this Agreement.

Section 2.2 Provisions Contrary to Law. Any portion of this Agreement which violates any provision of the laws of Minnesota or of the United States, or any rules or regulations promulgated thereunder, either now or hereafter, shall be null and void and without force and effect, with the provisions of such law prevailing. If any provision of this Agreement or the application of any such provision under the circumstances is held invalid, that provision shall be severable, and it shall not affect any other provisions of this Agreement or the application of such provision under other circumstances.

### ARTICLE III RIGHTS OF EXCLUSIVE REPRESENTATIVE

Section 3.1 Recognition. The Employer hereby recognizes the HSA as the exclusive representative of all employees in the following appropriate unit certified by the Minnesota Bureau of Mediation Services in Case No. 86-PR-2647:

All Health Associates employed by Independent School District No. 273, Edina, Minnesota, who are public employees within the meaning of Minn. Stat. § 179A.03, subd. 14, excluding supervisory, confidential and all other employees.

As used in the Agreement, the term "Health Associate" shall mean any employee included in the appropriate unit.

Section 3.2 Maintenance of Membership. Any member of the bargaining unit may authorize the District to deduct from their pay the amount dues charged by the union. This authorization must be in writing and forwarded to the payroll office not less than two (2) weeks before the payday when it is to become effective. The District agrees to implement all the terms of dues-checkoff authorizations submitted to the District by the Union and agreed to by the Employee.

The Employer shall adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, procedure for revocation, amount of dues deducted, and all other provisions agreed to by the employee as stated in the authorization.

When a bargaining unit member has authorized a dues deduction, such authorization cannot be cancelled except during the month of September. Cancellation must be in writing, and forwarded to the payroll department from the union within two (2) weeks.

Section 3.3 Employer Indemnity. The HSA will indemnify, defend and hold the Employer harmless against any claims made against and any suits instituted against the Employer, its officers or employees, by reason of the payroll deductions under this Article.

Section 3.4 School Buildings and Facilities. The HSA shall have the right in accordance with established regulations to reasonable use of school buildings and facilities provided such use shall not interfere with normal school activities or functions. The Employer reserves the right to assess charges for additional custodial expense or for other additional operational expense beyond normal maintenance costs resulting from such use.

## ARTICLE IV

### DUTY DAYS, HOURS AND OVERTIME

Section 4.1 Duty Days. The Employer will set the number of duty days expected at each building level at the beginning of each school year. The specific duty days for each individual employee will be established by the employee's immediate supervisor, subject to approval by the Director of Human Resources or other designated Employer representative.

Section 4.2 Emergency Closings. Duty days cancelled due to emergency shortages, severe weather or any other emergency may be rescheduled at the direction of the Employer, and employees shall perform their services on such rescheduled days, if any. The rescheduling of cancelled days may also include adjustments to the length of the work day. Employees will

receive their normal pay for any cancelled duty days they are normally scheduled to work that are not rescheduled.

Section 4.3 Hours of Work. The specific hours of work for an individual employee will be established by the employee's immediate supervisor, subject to approval by the Director of Human Resources or other designated Employer representative. A "full-time employee" shall mean any employee scheduled by the Employer to work thirty (30) hours or more per week, exclusive of the duty-free lunch period.

Each employee working more than four (4) hours in a day will be scheduled for a one-half hour lunch period without pay, subject to emergencies. An employee scheduled for fewer than eight (8) consecutive hours per day may forego the duty-free, one-half hour lunch period without pay with the approval of the Supervisor of Health Services. An employee scheduled for seven (7) consecutive hours per day or more may request a duty-free, twenty (20) minute lunch period with pay, subject to emergencies, instead of a duty-free, one-half hour lunch period without pay with the approval of the Supervisor of Health Services. An employee, who is assigned to be on-call during their lunch time, will be paid at their regular hourly rate for one-half hour. An employee may leave the building during the scheduled lunch hour upon advance notice to and approval by the building principal or Supervisor of Health Services ~~Coordinator~~. If an emergency requires an employee to work during the scheduled unpaid lunch period, the Employer shall have the option either to grant the employee's request for compensatory time off or to pay for the extra time worked at the employee's regular hourly rate or overtime rate if the extra time worked exceeded forty (40) hours in any one work week.

Section 4.4 Overtime. Employees will be paid at one and one-half times the regular rate for all hours worked at the request of the Employer in excess of forty (40) hours in any one work week. The Employer may, at its option, grant an employee's request for compensatory time off in lieu of overtime pay, to the extent authorized by the Fair Labor Standards Act, as amended. The scheduling of any compensatory time off requested by an employee shall be subject to approval by the employee's supervisor.

## ARTICLE V

### COMPENSATION

Section 5.1 Wage Rates. The following wage rate schedules, effective as of July 1, 2023, and July 1, 2024, respectively, shall be applicable to employees covered by this Agreement.

Section 5.2 Health Service Associate. This wage rate is applicable to an employee who does not have a Registered Nurse license issued by the Minnesota Board of Nursing.

<b>Step</b>	<b>2023-2024</b>	<b>2024-2025</b>
<b>1</b>	\$20.52	\$20.98
<b>2</b>	\$21.04	\$21.51
<b>3</b>	\$24.08	\$24.62
<b>4</b>	\$25.04	\$25.60

<b>7L</b>	\$26.25	\$26.84
<b>11L</b>	\$27.40	\$28.02
<b>16L</b>	\$27.75	\$28.37
<b>21L</b>	\$29.60	\$30.27

Section 5.2.1 Board of Nursing Licensure Differential. An employee who (1) is compensated at a rate under Section 5.2 and (2) furnishes to the Human Resources Department a copy of a valid and current Licensed Practical Nurse license will be eligible for a differential of \$0.55 per hour for all hours worked from the Employer's receipt of the license. The employee will receive the differential until the expiration of his or her license.

Section 5.3 Health Service Associate, Registered Nurse. This wage rate is applicable to an employee who does have a Registered Nurse license issued by the Minnesota Board of Nursing.

<b>Step</b>	<b>2023-2024</b>	<b>2024-2025</b>
<b>1</b>	\$28.15	\$28.78
<b>2</b>	\$29.13	\$29.79
<b>3</b>	\$30.37	\$31.05
<b>4</b>	\$31.95	\$32.67
<b>7L</b>	\$32.20	\$32.92
<b>11L</b>	\$32.45	\$33.18
<b>16L</b>	\$32.70	\$33.44
<b>21L</b>	\$32.95	\$33.69

Section 5.4 Placement on the Salary Schedule. Credit may be granted for appropriate outside experience at the time of initial hiring up to Step 4 of the applicable wage scale. New employees who have worked as substitute Health Associates for the Employer for two-hundred fifty (250) hours or more during the two (2) years prior to the date of hire shall be placed at Step 2 or above.

Section 5.5 Experience Credit. Salary step placement will be determined as of July 1 each year. For the purposes of step increases and leave allowance, employees will be credited with one year of service if they are employed prior to January 1 and remain employed throughout the balance of the school year.

Section 5.6 Substitutes. An employee who previously worked as a Health Associate in the District shall be paid at the current rate of pay on the salary step the employee received at the time the employee separated from District service for substitute health associate assignments.

Section 5.7 Election of Pay Periods. Employees have the option of nineteen (19) or twenty-four (24) pay periods. If no initial written election is made, the employee will be paid in nineteen (19) pay periods. An employee must notify the Employer in writing prior to July 1, to change pay periods for the following fiscal year.

Section 5.8 Tax-Deferred Matching Contribution Plan. An employer contribution shall be payable to an employee's tax-deferred matching contribution plan, subject to the following provisions.

Section 5.8.1. Such plan shall be approved and subject to applicable provisions of Minnesota statutes and IRS Code Section 403(b) and any amendments thereto.

Section 5.8.2. The Employer contribution is not payable unless the employee authorizes a matching salary reduction in the amount he/she is eligible to receive in Section 5.8 for the same period.

Section 5.8.3. An employee will qualify for this benefit beginning the third (3) year of service and whose assignment is equivalent to or greater than twenty-five (25) hours per week.

Section 5.8.4. The Employer contribution and matching employee contribution will be made to a district-approved company of the employee's choice, subject to Section 5.7 of this Article. It shall be the responsibility of the employee to make all arrangements required by the vendor to ensure that proper payment is made by the Employer.

Section 5.8.5 The amount of the Employer contribution in year three (3) and after shall be two (2) percent of annual base salary and not exceed \$2,000.00 per year.

## ARTICLE VI

### LEAVES AND ABSENCES

Section 6.1. Basic Leave Allowance. An employee receives nine (9) days of basic leave for each school year. An employee working less than full time (per Section 4.3) receives leave on a prorated basis. Basic leave includes absences for personal illness, family illness, and personal business under the terms and conditions set forth in the sections below. Basic leave does not include absences for disaster leave, jury duty, military leave, civil duties, FMLA and unpaid childcare leave. Leave not used may accumulate without limit.

Section 6.2. Personal Illness and Family Illness. An employee may use accumulated leave allowance provided by the Employer for absences due to an illness or injury to the employee's dependent child for such reasonable periods as the employee's attendance with the child may be necessary, on the same terms the employee is able to use the accumulated leave allowance for the employee's own illness or injury. A "dependent child" means an individual under eighteen (18) years of age or an individual under age twenty-one (21) who is still attending secondary school.

An employee may use one (1) day of basic leave for each day of personal illness, or for an absence due to the illness or injury of the employee's adult child, spouse, sibling, parent, grandparent, or stepparent in accordance with Minnesota law. After five (5) consecutive days of illness, or within the time allowed by Minnesota law, the District may require an employee to



furnish a medical certificate from the attending physician as evidence of illness, indicating such absence was due to illness or disability. If additional costs are accrued, the District will pay those costs. The District may require certification by the attending physician stating that the employee is in good health and able to resume his/her duties upon return. The same procedure may be requested for the illness or disability of a family member as defined in this section.

Section 6.3. Personal Business Leave. Up to four (4) days of basic leave allowance may be used by an employee for personal business leave. The specific reason for the requested leave does not need to be given. Personal business leave must be submitted to the employee's immediate supervisor at least three (3) days in advance, except in cases of extreme emergency. Personal business days may be taken in .50- or 1.00-day increments. No personal business days will be granted during the first or last five (5) student contact days of the school year. Requests to use personal business leave during the first or last five (5) student contact days of the school year will only be granted for extraordinary circumstances, as determined by the Supervisor of Health Services. Personal business days will be granted with limited availability in connection with Winter and Spring Break with confirmed coverage for the absence, if needed.

Section 6.4. Sick Leave Use as Personal Business Leave. Employees shall be allowed to use sick leave as personal leave each year under the following terms. Employees must have a minimum balance of twelve (12) sick leave days to convert (3) sick leave days to one (1) personal leave day. This additional personal leave day will be deducted from the employee's sick leave accrual and can only be granted after the exhaustion of accrued personal days. Limit one (1) sick leave to personal leave conversion per school year.

Section 6.5. Disaster Leave. The Employer will provide disaster leave coverage for employees who have exhausted accumulated sick leave days prior to the commencement of income protection insurance benefits. An employee will become eligible for disaster leave coverage after the employee has been continuously disabled and unable to work for fifteen (15) consecutive duty days, as certified by a medical doctor.

Disaster leave payments shall commence as of the duty day following the last day of sick leave payment and shall continue only for the period during which the employee remains continuously disabled and unable to work. Disaster leave payments shall cease in any event after the sixty-fifth (65th) duty day of absence.

Section 6.6 Bereavement Leave. For death in the immediate family (immediate family includes, in addition to spouse, parents, children, brother, sister, and grandparents; also, in-laws of a similar degree of relationship), up to five (5) days of leave allowance may be used per incident. For death or illness in other than the immediate family, up to three (3) days of leave allowance may be used per incident upon approval of the Director of Human Resources.

Section 6.7 Judicial Leave. An employee who is absent because of required jury duty or a subpoena for any court duty will be granted leave and paid the difference between the employee's regular salary and the fee received for such jury or court duty. Such absence is not deducted from leave allowance.

Section 6.8 Parental Leave. Any employee is eligible for a leave of absence without pay for a period of up to twelve (12) months for parental leave.

The employee shall submit an application for parental leave at least sixty (60) calendar days before such leave is to begin. The sixty (60) day requirement may be waived when an emergency makes such notice impossible. Parental Leave shall commence at a date agreed upon between the Employer and the employee. Failure to return to work upon expiration of a leave of absence shall result in termination of employment. The employee shall be reinstated with no reduction of monthly pay and shall retain all seniority and leave benefits accrued prior to taking the leave of absence.

Section 6.9 Leave of Absence Without Pay. An employee is eligible for a leave of absence without pay for a period of up to ninety (90) calendar days, without loss of seniority, for the purpose of caring for a spouse, child, or parent during an extended illness. The Employer may also approve, at its sole discretion, a request for a leave without pay for other purposes. Failure to return to work upon expiration of a leave of absence shall result in termination of employment.

Section 6.10 Union Business Leave. At the beginning of each school year, the HSA shall be granted up to fourteen (14) hours for the purpose of conducting union business. Notification of the leave shall be provided to the Director of Human Resources in advance whenever possible. This leave will not be deducted from an employee's leave balance.

Section 6.11 Religious Observance Leave. Up to three (3) days leave will be granted to an employee for required religious observance. These days will be deducted from the employee's basic leave allowance. This time must be recognized religious holidays and will not be permitted for circumstances where personal alternative attendance options exist. Notification must be submitted in writing to the Human Resources Department at least two (2) weeks prior to the requested leave.

## ARTICLE VII SENIORITY

Section 7.1 Seniority Date. Seniority shall be based upon an employee's continuous and uninterrupted service as a regular employee in the bargaining unit. An approved leave of absence does not constitute an interruption of service. Upon completion of the probationary period, each employee will be assigned a seniority date retroactive to the first day of the probationary period.

Section 7.2 Seniority List. Each year the Employer shall prepare from its records a seniority list and provide a copy to the HSA by December 1. Any employee may challenge the correctness of the information contained in the seniority list by filing a grievance. In the absence of a grievance filed within fifteen (15) calendar days from the date of posting, the posted seniority list will be conclusively deemed correct.

Section 7.3 Layoffs. Layoffs shall be on the basis of seniority. The last employee hired shall be the first laid off. An employee's right to recall shall expire after the earlier of the expiration of a period equal to the employee's length of service prior to layoff, or two (2) years from the date of layoff, whichever occurs first.

ARTICLE VIII

INSURANCE

Section 8.1 Group Insurance Policies. During the term of this Agreement, the Employer will provide all full-time employees the program of group insurance coverage described in this Article. It is understood and agreed that the provisions of this Article are merely descriptive of the coverages provided, and that the eligibility of an employee for benefits shall be governed by the terms of the master insurance contracts in force between the Employer and the insurers providing such coverage.

Section 8.2 Life Insurance. Each full-time employee is eligible to participate in the Employer's group term life insurance program and will be provided \$15,000 of life insurance coverage. The Employer pays the entire premium for such coverage.

Section 8.3 Long Term Disability. Each full-time employee is eligible to participate in the Employer's income protection insurance program. The Employer pays the entire premium for such coverage.

Section 8.4 Hospitalization-Medical Insurance. Employees who can be expected to work a minimum of thirty (30) hours per week throughout the regular school year, as determined by the Director of Human Resources or an employer designee, will be eligible to enroll for Single, Single + One, or Family coverage in the Employer's hospitalization-medical insurance program. The maximum monthly Employer contribution toward the premium for the type of coverage in which an eligible employee is enrolled shall be as follows:

<b>Type of Coverage</b>	<b>Effective 01/01/23</b>	<b>Effective 01/01/25</b>
<b>Single</b>	644.00	696.00
<b>Single + One</b>	1094.00	1,182.00
<b>Family</b>	1412.00	1,525.00

Each employee enrolled in the program shall contribute, through payroll deduction, any excess of the monthly premium over the maximum Employer contribution toward the type of coverage for which such employee is enrolled.

In the event that the employee selects a hospitalization- medical insurance plan for which the monthly premium is less than the Employer contribution, the Employer will deposit, into the employee's health savings plan, the difference between the Employer contribution and the amount of the monthly premium.

Section 8.5 Dental Insurance. Employees who work the minimum number of hours required by the district's dental insurance carrier, may participate in the district's dental program at their own expense.

Section 8.6 Flexible Benefits Plan. Employees covered by this contract shall be eligible to participate in the Flexible Benefits Plan established by the Employer pursuant to Section 125 of the Internal Revenue Code, provided, however, that such employees must meet all other requirements for eligibility set forth in the Plan.

Section 8.7 Retirement. Employees who retire after age fifty-five (55) may elect to maintain participation in the group hospital-major medical and dental programs until such employee's full retirement age as defined by the U.S. Department of Health and Human Services (or earlier death) by paying the full premium costs for such program. The district's benefits administrators will provide a payment schedule.

## ARTICLE IX

### DISCIPLINE AND DISCHARGE

Section 9.1 Probationary Period. New employees shall serve an eight-month probationary period, excluding June, July and August. For purposes of this section, all calendar months are considered equal in terms of days. During the probationary period, the Employer shall have the unqualified right to discharge such employee without assigning any cause therefore and without recourse to the grievance procedure.

Section 9.2 Discipline and Discharge. Discipline or discharge may only be imposed on non-probationary employee for just cause.

Section 9.3 Transfers. Any employee who makes a timely request to transfer will be considered by the Employer for a vacant position within the bargaining unit.

Section 9.4 Involuntary Transfers. The Employer may transfer an employee provided the employee is provided a two- week advance notice. The advance notice is not required in cases of a temporary transfer or of an emergency. The basis for the transfer shall be wholly within the discretion of the Employer and shall not be subject to the grievance procedure.

## ARTICLE X

### GRIEVANCES AND ARBITRATION

Section 10.1 Grievance. A "grievance" is any dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

Section 10.2 First Step. Any employee or group of employees with a grievance shall take the matter up with the immediate supervisor within five (5) scheduled working days after becoming aware of the incident giving rise to the grievance. If the parties fail to agree within five (5) scheduled working days, or the immediate supervisor fails to adjust the alleged grievance within two (2) scheduled working days after the grievance is made, the employee may appeal the grievance to the second step.

Section 10.3 Second Step. An employee who is not satisfied with the disposition of the grievance of the first step shall file a written statement of the grievance with the Director of Human Resources within ten (10) scheduled working days after becoming aware of the incident giving rise to the grievance. The written statement must be dated and signed by the employee and/or the exclusive representative and shall set forth the facts and state the provisions of this Agreement alleged to have been violated. If the parties fail to agree or the matter has not been satisfactorily adjusted within five (5) scheduled working days after the grievance has reached the second step, the employee may appeal the grievance to the third step.

Section 10.4 Third Step. An employee who is not satisfied with the disposition of the grievance at the second step shall file a copy of the written statement of the grievance with the Superintendent within ten (10) scheduled working days after the grievance has reached the second step. If the parties fail to agree, or the grievance is not satisfactorily resolved under the procedures of the third step, it shall be submitted to arbitration in accordance with the terms of this Article.

Section 10.5 Submission to Arbitration. The HSA may submit to arbitration any grievance which has been properly processed through the third step of the grievance procedure. The HSA must file with the Superintendent a written notice of intention to arbitrate not more than fifteen (15) scheduled working days after the grievance has reached the third step. If the parties cannot mutually agree on an arbitrator within three (3) scheduled working days after filing the notice of intention to arbitrate, arbitration shall be conducted according to Section 179A.21 of the PELRA.

Section 10.6 Jurisdiction and Authority of Arbitrator. The arbitrator shall have jurisdiction only over those grievances which have been properly submitted to arbitration in accordance with the terms of this Agreement. The arbitrator shall have no power to add to or subtract from, or change, modify or amend in any way the terms and conditions of employment set forth in this Agreement. The decision of the arbitrator shall be subject to all the limitations of arbitration decisions set forth in PELRA. Within these constraints, the decision of the arbitrator shall be final and binding.

Section 10.7 Selection of Remedies. A grievance may only be advanced to step 4 (final and binding arbitration) provided that the employee has not elected to pursue a veteran's discharge hearing and the timeline for such hearing has been exhausted, if applicable.

Section 10.8 Representation. Any employee, supervisor, or the Employer may be represented at any stage of the formal grievance procedure by any person or agent designated by such party to act in the person's behalf.

Section 10.9 Time Limitations. Since it is important that grievances be processed as rapidly as possible, the time limitations specified herein shall be considered as a maximum and every effort will be made to expedite the process. Such time limitations may be extended only by mutual consent.

Failure of an employee or the HSA to comply with the limitations specified shall constitute a waiver of the grievance. Failure of a supervisor or the Employer to act within the time limitations specified shall constitute a denial of the grievance and shall permit the employee or the HSA to proceed to the next stage.

## ARTICLE XI

### DURATION AND RENEGOTIATION OF AGREEMENT

Section 11.1 Term of Agreement. This agreement is effective July 1, 2023, and continues in full force and effect to and including June 30, 2025, and annually thereafter, except as modified or terminated in accordance with the provisions of this Article.

Section 11.2 Effect of Agreement. Any and all prior agreements, resolutions, practices, policies, rules, and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.

Section 11.3 Termination of Modification. Either party desiring to terminate or modify this Agreement must notify the other party in writing at least sixty (60) days but not more than ninety (90) days prior to June 30, 2025, or at least sixty (60) days but not more than ninety (90) days prior to June 30 of any year thereafter. A notice of desire to modify this Agreement shall set forth proposed modifications sought by the party, and all clauses of this Agreement for which no modification is sought shall be renewed automatically.

Section 11.4 Negotiations During Term. The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited opportunity to make demands and proposals regarding terms and conditions of employment. All understandings and agreements arrived at by the parties are set forth in this Agreement. For the duration of this Agreement, the Employer and the HSA each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment, whether or not specifically referred to or covered in this Agreement, even though such matters may not have been within the knowledge or contemplation of either or both parties at the time this Agreement was negotiated or executed.

ARTICLE XII  
DOCUMENT AUTHORIZATION

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

INDEPENDENT SCHOOL DISTRICT  
NO. 273

HEALTH SERVICE ASSOCIATE  
ORGANIZATION

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

\_\_\_\_\_  
HSA President

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

\_\_\_\_\_  
Lead Negotiator

Dated this \_\_\_ day of February, 2024.

Dated this \_\_\_ day of February, 2024.