

# Nashwauk-Keewatin Public Schools ISD#319

Adopted: **June 7, 2011**

Nashwauk-Keewatin policy #450  
Orig. 2011

Revised: \_\_\_\_\_

## **450 EMPLOYEES ON WORKERS COMPENSATION LEAVE**

### **I. PURPOSE**

The purpose of this policy is to define the practices for the Nashwauk-Keewatin Public Schools ISD#319 regarding employees on Workers Compensation Leave.

### **II. GENERAL STATEMENT OF POLICY**

- A. To the extent of any accumulated sick leave, vacation or overtime credits earned and accrued by employee on the first day of leave, school district shall pay the difference between the amount paid by workers' compensation and the employee's regular salary.
- B. To the extent that employee has accumulated sick leave, vacation or overtime credits available while on leave, school district shall continue to pay its portion of health insurance premiums as provided by applicable collective bargaining agreements. However, this payment of health insurance premiums is contingent on the employee's obligation and responsibility to pay his/her share of the premium as required by the applicable collective bargaining agreement..
- C. While out on workers' compensation leave and not providing services to the school district, employee shall not continue to accrue sick leave, vacation, longevity or any other benefits.
- D. When accumulated sick leave, vacation or overtime credits available at the time of the leave are exhausted, the school district shall no longer pay the wage or salary difference nor pay health insurance premiums. Employee shall be eligible to remain in the school district health insurance group at the employee's own expense.
- E. Once having reached maximum medical improvement, an employee shall be required to return to work in an available position for which the employee is qualified at the same FTE (Full-Time Equivalency). If the employee is not willing to return to work or is unable to perform the essential functions of the position without reasonable accommodation, the employee shall be subject to termination, or will be required to retire or resign from employment.

**Legal References:** Opinion of Legal Counsel  
Arbitration Decisions  
Collective Bargaining Agreements  
Minn. Stat. §176.021, Subd. 5