

AGREEMENT

between

FARIBAULT ISD #656

and

**INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNION NO. 70**

EDUCATIONAL ASSISTANTS

July 1, 2022 through June 30, 2024

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ARTICLE 1 – PURPOSE

Section 1. Parties. THIS AGREEMENT, entered into between the Independent School District No. 656, Faribault, Minnesota, hereinafter referred to as the school district, and the International Union of Operating Engineers Local No. 70, hereinafter referred to as the union pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for Educational Assistants during the duration of this Agreement.

ARTICLE 2 – RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition. In accordance with the P.E.L.R.A., the school district recognizes International Union of Operating Engineers Local No. 70 as the exclusive representative for Educational Assistants employed by the school district, which exclusive representative, shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of the Agreement.

Section 2. Appropriate Unit. The exclusive representative shall represent all such employees of the district contained in the appropriate unit as defined in Article 3, Section 2 of this Agreement and P.E.L.R.A. and in certification by the Director of Mediation Services, if any.

ARTICLE 3 – DEFINITIONS

Section 1. Terms and Conditions of Employment. Shall mean the hours of employment, the compensation therefore including fringe benefits, and the employer's personnel policies affecting the working conditions of the employees.

Section 2. Description of Appropriate Unit. For purposes of this Agreement, the term Educational Assistants shall mean all persons who work directly with students who meet the criteria for developmentally cognitive disabilities – severe profound (DCD-SP), or persons who assist a licensed DCD-SP teacher in an inclusive setting consisting of a majority of students with an (DCD-SP) diagnosis, and employed by the school district in such classifications

excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed 14 hours per week, or 35% of the normal work week, employees who hold positions of a temporary or seasonal character for a period not in excess of 100 working days in any calendar year and emergency employees, and personnel represented by other unions.

Section 3. Other Terms. Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE 4 – SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights. The union recognizes that the school 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 of 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.

Section 2. Management Responsibilities. The union recognizes the right and obligation of the school board to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for the students of the school district.

Section 3. Effect of Laws, Rules and Regulations. The union recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the school district and shall be governed by the laws of the State of Minnesota, and by school district rules, regulations, directives and orders, issued by properly designated officials of the school district. The union also recognizes the right, obligation and duty of the school board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the school board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the school board, all employees covered by this Agreement, and all provisions of this Agreement, are subject to the laws of the State. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights. The foregoing enumeration of school district rights and duties shall 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 Agreement are reserved to the school district.

ARTICLE 5 – EMPLOYEE RIGHTS

Section 1. Right to Views. Nothing contained in this agreement shall be construed to limit, impair or affect the right of any employee or his representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the union.

Section 2. Right to Join. Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate a union representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the school district.

Section 3. Request for Dues Check Off. Employees shall have the right to request and be allowed dues check off for the employee organization of their selection, provided that dues check off and the deductions may be terminated by the employee by giving 30 days written notice to the school district business office to stop deductions. Deductions shall be made each month and transmitted to the designated organization together with a list of names of the employees from whom deductions were made.

Section 4. Union Stewards. The union, upon written notification to the district, may designate employees within a bargaining unit to serve as a steward.

Section 5. Visitation Rights. Representatives of the union, previously accredited to the district in writing by the union, shall be permitted to come on the premises of the employer for the purpose of investigating and

discussing grievances, and preparing the initial contract proposal, in a responsible and reasonable manner.

Section 6. Employee Lists. The district shall advise the Union Office in writing of the names and starting dates of all employees added to this bargaining unit. The Union Office shall be notified in writing upon the effective date of termination.

Section 7. Union Officers. Employees who are elected or appointed officers of Local 70 may be allowed reasonable time off without pay or may use vacation or compensatory time for the purpose of conducting the business of their office. Such time and/or the use of vacation or compensatory time may be used with the approval of the school district designee.

Section 8. New Hire-Union Visitation: The Union will be allowed to meet with newly hired employee(s) for up to one hour. This will take place on the clock, either within the first two (2) weeks of employment or at a date mutually agreed to between the Union and Employer.

ARTICLE 6 – GRIEVANCE PROCEDURE

Section 1. Purpose. This Article shall provide a method of resolving grievances as required by P.E.L.R.A. of 1971, as amended.

Section 2. For the purpose of this Article the following definitions shall apply:

Subd. 1. A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the School District as to the interpretation or application of terms and conditions contained in this Agreement.

Subd. 2. The "aggrieved person" is the person or persons making the grievance. If in the judgment of the Union, the grievance affects a group of more than one (1) employee, it may be presented by the union at the superintendent's level.

Subd. 3. The term "employee" is defined as any person represented by the International Union of Operating Engineers Local 70 and employed by the Faribault Public Schools.

Subd. 4. The term "days" means calendar days excluding Saturdays, Sundays and any days designated by this Agreement or by Minnesota Statutes as holidays.

Subd. 5. In "computing any period of time" prescribed or allowed by procedures herein, the date of the act, or event giving cause for the grievance shall not be included.

Subd. 6. The day in which the "act or event giving cause" for the grievance to be filed shall be considered the day or days in which the grievance occurred.

Subd. 7. The "filing or service" of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period allowed.

Subd. 8. "Reduced to writing" means a written statement outlining the nature of the grievance, the provision(s) of the contract in dispute, and the relief requested.

Subd. 9. "Answer" means a written response outlining the school district's or school district designee's position on the grievance.

Subd. 10. The "school district designee" shall be the person appointed by the school district to handle the grievance at each level. School district's designees shall be as follows:

- Level I - Immediate Supervisor/Building Principal
- Level II - Superintendent
- Level III - Clerk of School Board

Section 3. Procedure.

Subd. 1. Purpose. The primary purpose of this procedure is to secure at the earliest level, equitable solutions to the grievance. Before submitting a grievance, the aggrieved person or persons shall discuss it with the employee's immediate supervisor individually or together with a representative of the Local 70. The number of days indicated at each level shall be considered as maximum, and every effort shall be made to expedite the process. The time limits may be extended by mutual consent. If the grievance is filed on or after May 15, the time limit may be reduced by mutual consent in order to effect a solution prior to the end of the school year or as soon thereafter as practical.

Subd. 2. Levels of Grievance.

Level 1. In the event the alleged grievance is not settled through an informal discussion, a written grievance shall be submitted to the administrator involved. This written grievance may be presented by the aggrieved person individually, jointly with the representative of the Local 70, or by the Local 70 representative. Within ten (10) days of receipt of the grievance by the administrator involved, he or she shall render a decision in writing.

Level 2. In the event the aggrieved person or persons are not satisfied with the disposition of the grievance at Level 1, the employee may appeal the grievance by filing the same grievance with the superintendent of schools within ten (10) days after receiving the decision.

Level 3. Within ten (10) days of receipt of the grievance by the superintendent of schools or designee, she/he shall render a decision in writing. If the aggrieved person is not satisfied with the disposition of the grievance by the superintendent of schools or designee, the employee may appeal the grievance by filing the same grievance with the clerk of the Board of Education or other designee of the Board within ten (10) days. The Board of Education, no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, shall conduct a hearing on the grievance.

A decision in writing shall be rendered by the Board within ten (10) days of the hearing or following the next regularly scheduled Board meeting.

Level 4. If the aggrieved person is not satisfied with the disposition of the grievance at Level 3, the grievance may be submitted to arbitration by written request for arbitration as provided by the P.E.L.R.A. of 1971, as amended, within twenty (20) days, of the hearing or following the next regularly scheduled Union General Membership meeting. The Board of Education and the Local 70 shall not be permitted to assert in arbitration proceeding any grounds or to rely on any evidence not previously disclosed to the other party prior to one day of the arbitration hearing. The arbitrator shall have no power to alter, add to, or subtract, from the terms of the working Agreement. Both parties agree to be bound by the award of the arbitrator as provided by the P.E.L.R.A. of 1971, as amended, and agree that judgment thereon may be entered in any court of competent jurisdiction.

The fees and expenses of the arbitrator shall be shared equally by the parties.

Section 4. Rights of Representation. Any aggrieved person may be represented at all meetings and all hearings at any level of the grievance procedure.

Section 5. Miscellaneous.

Subd. 1. The grievance may be withdrawn by the aggrieved person at any level in writing without prejudice.

Subd. 2. Failure to file an appeal from one level to another within the time limits herein prescribed shall constitute a waiver of the grievance.

Subd. 3. No reprisal of any kind shall be taken by or against any party of interest or participant in the grievance procedure by reason of such participation, except that such participation shall not give immunity for wrong-doings, ethics violations or any other charges that may result from information disclosed during the grievance procedure.

Subd. 4. Forms for filing and processing grievances, jointly agreed to by the superintendent and the Local 70 as set forth in Appendix A shall be printed by the superintendent of schools and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.

Subd. 5. Access shall be given to all parties on "need-to know" basis of information necessary for the determination and processing of the grievance, but shall not include any information which violates an individual's right of privacy under state and federal statutes.

Subd. 6. If an employee does not file a grievance in writing within twenty (20) days after the occurrence, then the grievance shall be considered as waived. The administration may, upon the request of the aggrieved person or his/her representatives, waive this section on behalf of the employee.

- A. "Occurrence" for the purpose of this grievance procedure shall be defined as the act when the aggrieved action is taken by the Board of Education, administration, or official resolution or motion passed by the Board of Education declaring their intent to carry out an act at some future date. The period of time in which to file a grievance shall commence to run when the aggrieved party learns of the alleged aggrieved action.

Subd. 7. It shall be the general practice of all parties in interest to process grievance procedures during times which do not interfere with the assignment of duties. Provided, however, in the event that it is agreed by the Board of Education or by the arbitrator during Level 4 to hold proceedings during regular working hours, an employee participating in any level of the grievance procedure with any representative of the Board of Education or arbitrator and union steward shall be released from assigned duties without loss of salary.

Subd. 8. The Union Steward and/or Business Agent may visit buildings or job sites during reasonable times and conditions for the purpose of discussing grievance matters with the prior approval of the administrator in charge of said building or job site.

ARTICLE 7 – SENIORITY

Section 1. Probation.

Subd. 1. The first six months of employment, not including summer lay off, shall be considered a probationary period. During such probationary period an employee shall have no recourse if discharged by the district and cannot bid on any job posting. Not more than 6 days absence for any reason shall be credited for the purpose of computing the probationary period. Upon the satisfactory completion of the probationary period, the employee shall be entitled to seniority standing from most recent date of hire by the district. If his/her former position no longer exists, he/she shall displace the least senior employee holding a position in which they qualify for.

Subd. 2. Upon transfer from one position to another, the school district shall, at its discretion, have a sixty (60) working days probationary period for the employee in the new position. Such probationary period may be extended to six (6) months by written agreement by the union and school district. During such period, the employee may be returned to her/his former position for reasons, which will include inability to perform job requirements and/or meet performance standards, as determined by the school district.

Section 2. Loss of Seniority.

Subd. 1. Seniority shall be lost by any of the following:

1. Voluntary quit.
2. Discharge.
3. Failure to report for work within seven (7) working days of mailing notification of recall from layoff.
4. Layoff for more than 12 months.

Subd. 2. Promotional Seniority. If an employee is assigned to a supervisory position with the school district, that employee will retain their bargaining unit/classification seniority at the time of their promotion for 24 months, but shall not earn additional seniority time.

The 24 months may be extended by mutual agreement of the school district and the union but under no circumstances will the time exceed five (5) calendar years.

Section 3. Layoff.

Subd. 1. Definitions.

- A. Classification Seniority shall be defined as the length of service an employee has served in a particular classification.
- B. Unit Seniority shall be defined as the total length of service, from most recent date of hire, an employee has with the school district in all positions covered by this Agreement.

Subd. 2. Notification. In the event lay-off becomes necessary the school district shall notify the Union Office and the employees involved at the earliest opportunity.

Subd. 3. Lay-Off. In the event of a lay-off it shall be by classification. The employee with the least seniority in a particular classification shall be considered for lay-off first. When a position is eliminated the employee in that position shall have the right to bump (displace) any employee in the same classification with less seniority or any employee in a lower classification who has less unit seniority, if qualified.

- A. An Educational Assistant who is left without a position after a layoff within the EA unit will have the right to bid into an open special education paraprofessional position or will have the right to accept the layoff for up to 18 months.
- B. The Educational Assistant hired in a special education paraprofessional position will remain in the EA unit and will receive EA compensation and benefits and will continue to accrue seniority in the EA unit.

- C. Should an Educational Assistant position in a DCD-SP classroom become available, the position will be filled subject to Article 7, Section 4, Subd. 3. The Educational Assistant working as a paraprofessional will be required to take an open EA position as long as it has the same or similar hours until all DCD-SP vacancies are filled by available EA's.

Subd. 4. Recall. Employees shall be recalled in the reverse order of lay-off; the last employee laid off shall be the first recalled.

Subd. 5. Temporary Lay-Off. This section does not apply in those cases where a lay-off is due to a building being closed temporarily because of equipment breakdown quarantine, loss of a utility or damages from natural or unnatural disasters.

Section 4. Job Openings.

Subd. 1. Posting. The School District, prior to the start of each school year, will notify in writing all employees covered by this agreement, of all positions available for the next school year. The written notice will contain a list of the positions identified by the school, classroom, hours per day and duties, and will be given not less than five (5) calendar days before an assignment meeting is scheduled. If personal care job requirements such as toileting, personal lifting, diapering, feeding, motor activities, medicating, and physical intervention; or other related requirements such as van driving and/or riding a school bus with a student, are part of an employee's specific job description, then those requirements if known in advance by the district, must be included on the job posting. Employees must be able to perform the personal care or other related job requirements specified in the job posting when applying.

Subd. 2. Assignment Meeting. On or before August 1, a meeting of all employees covered by this Agreement will be conducted for the purpose of assigning a position for the following school year. Positions will be available based on seniority. Assignment of the position will be based on qualifications. If an educational assistant is unable to attend such meeting they may submit a written request to the Director of Special Education on or before the day and time of the meeting. Employees not

assigned because of a lack of available positions shall be notified of lay-off prior to the assignment meeting. Assignment and layoff for extended school year positions are addressed in Subd. 4.

Subd. 3. Filling Vacancies After the Start of the School Year. Any vacancies and/or new positions created during the school year will be posted electronically for a period of five working days and filled within fourteen days. Employees who are on lay-off will be called back based on seniority and assigned based on qualifications.

Subd. 4. Summer School Assignment:

1. The district will post ESY positions on or before May 1.
2. The union recognizes the ESY positions posted on May 1 may change prior to the start of the extended school year due to unanticipated changes in enrollment.
3. ESY position postings will describe as much as possible, the day, hours, location, and nature of the positions.
4. ESY positions will be posted for a minimum of five (5) working days.
5. Educational Assistants will be assigned based on seniority and qualifications.

Section 5. Transfers. Transfers due to temporary organizational changes, difficulties in the employee's employment, physical or mental inability to perform duties may be made by the employer for cause without the employee's consent. If a situation should occur where there is cause for an employee to be transferred, the employer shall notify the employee involved in writing with a copy to the union, of the specific reasons why a transfer is necessary, the employer shall also include a list of current positions for which the employee who is to be transferred would be qualified. Employees who are in positions that the employee being transferred qualifies for shall in the order of seniority have the right to voluntarily change positions. Should no employee in one of these positions voluntarily transfer, the employee with the least seniority shall be required to make the transfer.

Section 6. Seniority List. The employer agrees to prepare and post a seniority list covering all employees in the classifications covered by the Agreement. The list shall be divided into the following classifications:

1. General Education Assistant.
2. American Sign Language Qualified Education Assistant.

Employees covered by this contract who are hired after July 1, 2000 shall accrue seniority only in the classification in which they were hired. The seniority list shall be prepared and posted every year. Unless a written and dated statement challenging the seniority standing of any employee is filed within fifteen (15) working days after the date the seniority list is posted, the seniority standing of the employees as shown on such seniority list shall be deemed to be correct. The Union Steward shall be furnished in January of each year a current list of employees in the bargaining unit showing their date of hire and position held. Upon request of the Union Steward, the seniority list shall be updated.

Section 7. Seniority Ties. In the event more than one employee has the same seniority date, seniority ranking shall be determined by a random drawing conducted by the union. The school district shall have the right to have a representative present during the drawing.

ARTICLE 8 – GENERAL

Section 1. Qualifications. Employees whose mental or physical condition make it impossible for them to satisfactorily do their duties may be continued in service at the option of the employer. Determination of fitness shall be the sole responsibility of the employer.

Section 2. Physical Examinations. Physical examinations shall be required of all new employees at their own expense.

Section 3. Damaged Clothing. Employees are expected to wear clothing and footwear that is appropriate and practical for their work setting, so that normal risk of loss, damage, or injury will not inhibit employees in the performance of their duties. If damage to her/his personal property and clothing does occur as a result of student action, the employee must submit a written report of the incident, giving the following information:

1. When, where, and how the damage occurred.

2. The name of the student(s) involved.
3. Description of the item and damage.
4. Estimated cost of repair or replacement.

Employees will be reimbursed 75% of the actual cost not to exceed the maximum allowed for losses of personal property as shown below:

1. Broken watch: \$40.00.
2. Broken glasses: replacement or repair, maximum of \$200.00, provided the prescription is the same as the ones broken.
3. Damaged clothing: \$50.00.

Jewelry and other personal items will not be covered, as employees should not be wearing such items in the work area.

This written report must be signed by the employee and submitted to the Director of Special Services within a 48 hour period. The Director will submit the employee's original report, with signature of approval and attached paid receipt to the Business Office for processing to obtain employee's reimbursement payment. The employee will receive reimbursement for damage only when she/he cannot receive reimbursement from other sources, such as her/his home owners insurance, or workers' compensation.

Section 4. In-service. The employer agrees to encourage employees to obtain training in areas related to the duties of this bargaining unit. When the employer sponsors and/or offers educational and/or training opportunities all employees will be notified and given the opportunity to be considered for participating. The employer shall have the sole right to determine the number of employees to be released from scheduled work time for in-service. The employees selected to participate will be based, first, on the needs of the employer, and then on seniority provided the senior employees have adequate pre-requisite skills. When necessary, training on medical assistance billing, Autism training and other special training to work with students will be done before the start of the school year.

ARTICLE 9 – HOURS OF WORK

Section 1. Overtime. Overtime shall be paid for work performed in excess of 40 hours per week or 8 hours per day. No overtime will be paid unless it has been specifically authorized by the Superintendent of Schools or designee.

Section 2. Part-Time. Part-time Educational Assistants will work when their services are needed.

Section 3. Hourly Rates. All hourly rates will be posted.

Section 4. Determination of Working Hours.

Subd. 1. Working Hours. Working hours shall be determined by the school administration. The district must, however, give at least five (5) working days' notice before changing normal work shifts, during the time when school is in session. (Normally late August to early June.) A change in hours with less than five (5) days' notice may be done with mutual consent of the employee and the district.

Subd. 2. New Position. Both parties agree the school district has the right to determine the duties and hours of each position. If the school district should permanently (more than sixty (60) calendar days) change the scheduled hours by more than one (1) hour and/or change the location (from one building to another, not including temporary buildings) or substantially change the type of duties performed the union may ask this be declared a new position and be duly posted.

Section 5. School Closings. When school is closed because of inclement weather or some other emergency, employees will not report for duty unless they are specifically informed that they are to report. In the event teaching staff is not required to report due to inclement weather, educational assistant employees shall not be required to report for duty and shall suffer no loss of pay for the day(s). When an Educational Assistant is on a floating holiday or special leave day and a snow day occurs or an emergency closes school, that day will be returned to the Educational Assistant.

Section 6. Lunch Period. The unpaid lunch period will be duty free. When an employee is interrupted or requested to work during a scheduled unpaid lunch period the employee shall be paid at the appropriate rate for the entire lunch period.

Section 7. Work During Release Times. Employees may be assigned work during staff development release time scheduled during the normal student contact day at the option of the school principal.

Section 8. Rest Periods. An employee covered by this agreement will be given a fifteen (15) minute rest period for each three (3) hours worked, with not more than two (2) breaks in an eight (8) hour day.

Section 9. Hours of Work. Employees who are required by the School District or its designee to use their personal vehicle in the performance of assigned duties and responsibilities shall be compensated for mileage at a per mile rate established by the School Board.

ARTICLE 10 – SICK LEAVE

Section 1. Allowance.

Subd. 1. Sick leave shall be granted to all permanent employees, who shall accumulate sick leave on the basis of one (1) normal day per month and shall accumulate to a maximum of 1440 hours. Sick leave shall be earned at the rate of 1.85 hours for each 40 hours, regular time, worked.

Subd. 2. When any employee is absent on sick leave which will be compensated for by worker's compensation, supplied by the school district, then the employee's pay for sick leave days used, as provided in these regulations, will supplement the worker's compensation pay only to the extent of the employee's daily wage and continuing only until the accrued sick leave is exhausted.

Section 2. Definition of Sick Leave. The above allowances are in effect for employees of the Faribault Public Schools only under the following circumstances:

Subd. 1. Personal Illness. Personal illness of the employee, including illness due to pregnancy and childbirth, which prevents her/his attendance at school and the normal performance of duties.

Subd. 2. Critical Illness or Death in the Immediate Family.

- A. Up to five(5) days absence will be allowed for each critical illness in the immediate family, said leave to be deducted from sick leave. This allowance may be extended at the discretion of the district in unusual circumstances. Up to five(5) days bereavement leave will be allowed, with no sick leave deduct, for a death in the immediate family. Employee must request bereavement leave in writing, to the District Director of Personnel.
- B. "Critical illness" means illness which the attending physician considers sufficiently serious to require the staff member's presence at the bedside
- C. For purposes of this section only, "Immediate family" means spouse, domestic partner, children stepchildren, and any other members of the same home: father and mother, stepparents, brothers and sisters, grandfather and grandmother, nieces and nephews, spouse's grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandchildren, step grandchildren, aunts and uncles, and former legal guardian of the staff member covered by the terms of this Agreement.

Section 3. Leave of Absence. An employee who is unable to work due to personal illness or disability, and who has exhausted a minimum of ninety (90) accumulated paid sick leave days or has exhausted all accumulated sick leave days if less than ninety (90) days, shall be granted an additional leave of absence without pay for the duration of such illness or disability, up to one (1) year upon furnishing a medical certificate.

Section 4. Medical Statement. The superintendent or designee may require an employee to complete and furnish a medical statement, attached hereto as Appendix B, or as provided by the district, from a qualified physician as

evidence of personal illness, critical illness or specialist appointment, after three (3) consecutive days of personal illness, for or in the immediate family. The employer, may when evidence of repeated use of sick leave exists, notify an employee prior to days taken for sick leave, that the employee will be required to furnish a medical statement, for all sick leave days. The district will pay for any charge made by the physician to complete the certificate.

Section 5. Funerals of Close Friends. Employees may, with the approval of the Superintendent of Schools or designee, be granted up to one (1) full day of sick leave to attend the funeral of a close friend.

Section 6. Sick Leave Buy Back. The employer will pay each employee for 1 quarter (1\4) of unused sick leave earned, above the maximum accumulation, during the contract year. The employer will make this payment during the month of July of each year.

Section 7. Upon lay-off, the employer will pay the employee one third (1/3) of their accumulated sick leave. If an employee is laid off at the end of a school year, this payment will be made with the September 30 payroll, once it is determined that the employee has not been recalled.

Section 8. School Activity Leave.

Subd. 1. In accordance with §181.9412, the district will grant an employee leave of up to a total of sixteen (16) hours during a twelve-month period to attend school conferences or school-related activities related to the employee's child, step child, or grandchild, provided the conferences or school-related activities cannot be scheduled during non-work hours.

Subd. 2. The employee must provide at least three days written notice prior to time of the proposed leave.

Subd. 3. The employee may substitute any accrued leave (sick, vacation, personal) for leave under this section.

Section 9. Sick Leave Donation. An employee may individually donate up to forty (40) hours of paid sick leave to another employee who has depleted

his/her paid sick leave. Donations are limited to Educational Assistants and Paraprofessional bargaining unit employees only.

Section 10. Two (2) personal days per school year may be used for emergency leave purposes; such leave will be deducted out of employee's available sick leave.

ARTICLE 11 – HOLIDAYS

Section 1. Holidays. The following will be paid holiday for Educational Assistants:

1. Independence Day
2. Labor Day
3. Thanksgiving Day
4. Day after Thanksgiving
5. Christmas Eve Day
6. Christmas Day
7. New Year's Eve Day
8. New Year's Day
9. Spring Break Day
10. Memorial Day (Federal)
11. Floating Holiday (2 days, dates to be requested, must
12. Floating Holiday apply five (5) days in advance, for nine month employees only, probationary employees not eligible. Generally limited to one person at a time.

No holiday will be taken which is in conflict with school being in session, except an approved floating holiday. However, to receive holiday pay the Educational Assistant must work the last school day before the holiday and the first school day after the holiday unless the employee is on paid leave or floating holiday.

Personnel will not be paid for any holiday that occurs during a period when the employee has been laid off.

Time off without pay may only be granted in extraordinary or emergency circumstances for purposes that are critical to the employee and cannot be taken care of during non-working hours. Time off without pay will not be

granted if the employee has appropriate accrued leave. Applications for time off without pay must be approved by the superintendent or designee.

ARTICLE 12 – GROUP INSURANCE

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

Section 2. Application. Insurance coverage is not automatic. Employees who wish coverage must make application for it.

Section 3. Hospital/Medical Insurance.

Subd. 1. Employees who regularly work twenty (20) or more hours per week shall be eligible to participate in the group health insurance program. The district's pro-rata contribution shall be a percentage applied to the fixed rate set for the type of coverage selected by the employee.

<u>Regularly Scheduled Hours Per School Year</u>	<u>Percentage of Annual Maximum Contribution</u>
1955 +	100%
1954-1829	95%
1828-1703	90%
1702-1577	85%
1576-1451	80%
1450-1073	75%
1072-947	70%
946-821	65%
820-695	60%
694-Below	-0-

Above hours include summer school hours. Above hours exclude overtime or casual assignment over scheduled hours. All costs in excess of district contribution, as per above table, shall be deducted from the employee pay.

Subd 2. Consumer Directed Health Plan and Voluntary Employee Beneficiary Association (VEBA). The District shall offer a Consumer Directed Health Plan coupled with a VEBA. Each employee who chooses

to enroll in the Consumer Directed Health Plan will receive a District contribution for premiums and a contribution into a Health Deductible/VEBA Plan offered by the District as follows:

Single Coverage with a VEBA. The School District shall make available the group health plan. The School District will pay the following amount for each month, or major portion thereof employed, toward the annual premium for single group health coverage under this plan.

- Effective July 1, 2019: \$14,646.00 per year (\$1,220.50 per month)

The District will also contribute one thousand-two hundred dollars (\$1,200) towards the deductible into each qualified employee's VEBA account in equal payments with each pay period.

Family Coverage with a VEBA. The School District shall make available the group health plan. The School District will pay the following amount for each month, or major portion thereof employed, toward the annual premium for family group health coverage under this plan.

- Effective July 1, 2019: \$13,446.00 per year (\$1,120.50 per month)

The District will also contribute two thousand-four hundred dollars (\$2,400) towards the deductible into each qualified employee's VEBA account in equal payments with each pay period.

If a qualified bargaining unit member enters the VEBA plan as a participant on a date after the first day of the VEBA plan year, the District shall prorate the amount of the District contribution to reflect the late entry. This prorated amount will be determined by the number of days the employee is contracted compared to the total days of a full time employee.

All contributions on behalf of the VEBA plan participant shall cease on the date the participant is no longer covered under the Consumer Directed Health Plan.

Subd 3. Consumer Directed Health Plan and Health Savings Account (HSA). The District shall offer Consumer Directed Health Plan coupled with an HSA. Each employee who chooses to enroll in the Consumer Directed Health Plan will receive a District Contribution for premiums and a contribution in to an HSA offered by the District as follows:

Single Coverage with an HSA. The School District shall make available the group health plan. The School District will pay the following amount for each month, or major portion thereof employed, toward the annual premium for single group health coverage under this plan.

- Effective July 1, 2019: \$13,846.00 per year (\$1,153.83 per month)

The District will also contribute two thousand dollars (\$2,000) towards the deductible into each qualified employee's HSA account in equal payments with each pay period.

Single Coverage without an HSA. The School District shall make available the group health plan. The School District will pay the following amount for each month, or major portion thereof employed, toward the premium.

- Effective July 1, 2019: \$15,846.00 per year (\$1,320.50 per month)

No contribution will be made toward the deductible or into an HSA account.

Family Coverage with an HSA. The School District shall make available the group health plan. The School District will pay the following amount for each month, or major portion thereof employed, toward the annual premium for family group health coverage under this plan.

- Effective July 1, 2019: \$12,846.00 per year (\$1,070.50 per month)

The District will also contribute three thousand dollars (\$3,000) towards the deductible into each qualified employee's HSA account in equal payments with each pay period.

Family Coverage without an HSA. The School District shall make available the group health plan. The School District will pay the following amount for each month, or major portion thereof employed, toward the annual premium.

- Effective July 1, 2019: \$15,846.00 per year (\$1,320.50 per month)

No contribution will be made towards the deductible or into an HSA account.

The employee will be responsible for the tax consequences of the contributions should they exceed the applicable contribution limit.

If a qualified bargaining unit member enters the HSA plan as a participant on a date after the first day of the HSA plan year, the District shall prorate the amount of the District contribution to reflect the late entry. This prorated amount will be determined by the number of days the employee is contracted compared to the total days of a full time employee.

All contributions on behalf of the HSA plan participant shall cease on the date the participant is no longer covered under the Consumer Directed Health Plan.

Subd. 4. The School District shall also make available alternate group health plans. With respect to the members, the School District shall contribute an annual amount not to exceed \$15,846.00 for the 2022 and 2023 school year towards the premium for single or family group health coverage.

Qualifying employees who elect coverage in the group health plans described in Subd. 4 shall not be entitled to participate in the HSA or VEBA for Active Employees (Subd. 2 and 3). Thus, they will not become members of the voluntary employees beneficiary association and they will not receive contributions to individual accounts in the HSA/VEBA Plans.

Subd. 5. Two Employees in the Same Family. When two (2) people in the same family are employed by the school district, the district will contribute an amount equal to the cost of two (2) single allowances or one (1) family coverage at the election of said employee. The amount

contributed by the school district for persons employed part-time will be governed by Subd. 1 of this Section.

Section 4. Long Term Disability. The school district will provide an income protection plan to cover all full-time educational assistant employees at an income rate of 66 and 2/3%.

Section 5. Life Insurance. The school district will provide twenty five thousand dollars (\$25,000) of term life insurance to all bargaining unit employees who regularly work 30 or more hours per week.

Section 6. Duration of Insurance Contribution. An employee is eligible for district contributions as provided in this Article as long as the person is employed by the school district. Upon termination of employment, all board participation shall cease, effective on the last working day. Persons who are on leave without pay must bear the full cost of any group insurance that they have elected to carry. Employees who are on worker's compensation or on long term disability are eligible for district contributions to group insurance in effect when the disability began. Employees who are on workers' compensation or on long-term disability are eligible for district contributions to group insurance in effect when the disability began as long as they remain employees of the district.

Section 7. Early Retirement. Effective after June 30, 1985, an educational assistant who retires before being eligible for Medicare and has at least fifteen (15) years employment with the school district, shall be eligible to remain in the existing group health and hospitalization insurance program and shall remain eligible for a district contribution up to twelve hundred (1200) dollars per year at the rate of one hundred (100) dollars per month. Such contribution shall commence upon early retirement and request from the former employee and continue until the end of the month in which the educational assistant qualifies for Medicare.

ARTICLE 13 – SEVERANCE

Section 1. Options. An employee who has completed at least twenty (20) consecutive years of service with the school district, exclusive of unpaid leave,

and who is at least fifty-seven (57) years of age shall be eligible for a severance benefit upon retirement. Such benefit shall be EITHER:

- A. an amount equal to three days of the retiring employees current salary at the time of severance, less benefits, times the number of full years of employment in the school district to a maximum of sixty (60) days: OR
- B. payment for one-half (1/2) of the retiring employee's accumulated sick leave at a rate equal to the employee's current salary at the time of severance, less benefits, to a maximum of 720 hours; WHICHEVER IS GREATER.

Section 2. Definitions. For purposes of determining the amount of salary to be used for calculating severance payment under options a. or b. in section 1 of this Article, the rate of pay shall be the rate being earned at the time of severance and the number of paid hours in a day shall be the average number of hours worked per day during the three years preceding severance.

Section 3. Health Care Savings Plan. Employees are eligible to participate in the Minnesota Post Employment Health Care Savings Plan (HCSP) established under Minnesota Statutes, section 352.98 (Minn. Supp. 2001) and as outlined in the Minnesota State Retirement System's Trust and Plan Documents. All funds collected by the Employer for severance on the behalf of the employee will be deposited into the employee's post-employment HCSP.

ARTICLE 14 – RATES OF PAY

Section 1. Rates of Pay.

Subd. 1. The wages and salaries reflected in Subd. 3 shall be part of the agreement for the period commencing July 1, 2020 through June 30, 2022 and thereafter until modifications are made pursuant to the P.E.L.R.A.

Subd. 2. A salary increase is not automatic and is effective only upon affirmative action of the school district. Step increases shall be considered by the school district every six months, with the effective date of the step increase to be set by the school board. The school

district reserves the right to withhold a salary increase in individual cases for cause as the school district shall determine. Persons who have terminated their services, prior to the date that this contract was ratified by the bargaining unit, are not eligible for a retroactive wage adjustment.

Subd. 3. Wage Schedules.

<u>July 1, 2022</u>	<u>July 1, 2023</u>
\$19.45	\$20.23

Personnel who are laid off due to staff reduction are not eligible for an increase in hourly wage.

Classroom Monitor Pay. If the licensed teacher is absent for an hour or more during the working day, one educational assistant shall receive an additional one dollar (\$1.00) per hour in addition to his/her regular hourly rate, for the time. Under no circumstances will the amount paid be less than one (1) hour. This does not apply when the teacher is attending an Individualized Educational Program meeting. The Principal, Executive Director of Operational Support Services, and the Educational Assistant Union Steward will work on a process for who is chosen.

Job Coaching. Educational Assistants who are assigned to job coach will receive one dollar (\$1.00) per hour additional pay. Job coaching duties are assigned by the Director of Special Services or designee. Job coaching is defined as any assistance of students in a location other than what is owned or leased by Faribault Public Schools, with exception of the paid Sodexo students.

Longevity. Longevity increases shall be effective at the start of the school year. Longevity increases will be made for those that are eligible based on their anniversary date for the upcoming school year.

After 5 years of service	\$0.50 per hour
After 10 years of service	\$0.75 per hour

After 15 years of service	\$1.00 per hour
After 20 years of service	\$1.25 per hour
After 25 years of service	\$1.50 per hour
After 30 years of service	\$1.75 per hour
After 30+ years of service	An additional \$0.20 per hour, per year

Section 2. Performance Evaluation. The primary intent of a supervisory evaluation process will be the personal and professional development of the employee. An evaluation of work performed shall be formulated at least once a year by the employee's immediate supervisor, consistent with the standards of performance and in cooperation with the Human Resources Office. The evaluation shall be discussed between the supervisor and the employee. The District Human Resources Personnel may participate in such evaluation at his/her discretion. In the event the bargaining unit employee wishes to submit written comments concerning the evaluation, those employee comments will be attached to the evaluation and placed in his/her personnel file.

Section 3. Jury Duty. In the event an employee is called to service on a jury, the district will supplement the difference between jury fees and the employee's daily rate of pay for each day of absence. The district shall pay such difference only for the period of jury duty. Upon return from jury obligation, the employee will be made whole in all respects.

ARTICLE 15 – DISCIPLINE AND DISCHARGE

Section 1. Discipline.

Subd. 1. Cause. Disciplinary action may be imposed upon an employee for cause, as determined by the district.

Subd. 2. Procedure. Disciplinary action shall be conducted in private and not in the presence of students, teachers, or other school district employees, except district administrators, unless failure to act immediately might prove harmful to the health and welfare of the students or other individuals.

Subd. 3. Normal Disciplinary Sequence. The normal disciplinary sequence shall be as follows:

1. Oral reprimand
2. Written reprimand (copy to union)
3. Suspension with or without pay, or demotion (copy to union)
4. Discharge (copy to union)

This Section shall not be interpreted to prevent the school district from discharging immediately for cause, nor from changing the above sequence depending upon the severity of the action for which the discipline is being administered.

Subd. 4. Written Reprimand. When any disciplinary action more severe than an oral reprimand is intended, the district shall, before or at the time such action is taken, notify the employee in writing of the specific reason(s) for such action, with a copy to the union. If immediate action is taken the union copy may be forwarded after-the-fact.

Subd. 5. Violation of Statute or School Rule. In the case where a violation of statute, regulation, or school rule requires disciplinary action more severe than a written warning the following procedure shall be followed:

- A. Employees facing the imposition of disciplinary action must be informed orally or in writing of the facts and nature of the conduct which has been challenged prior to the informal meeting.
- B. Employees facing imposition of disciplinary action must be given an opportunity to express their version of the facts or conduct which has been challenged, and be given an opportunity to meet with the union representative prior to the informal meeting.

Section 2. Right to Union Representation.

Subd. 1. Union Present. The school district shall give an employee an opportunity to have a union representative present during investigation or questioning which may lead to suspension, demotion or discharge.

Subd. 2. Right to Grieve. The union shall have the right to take up a suspension and/or discharge or demotion as a grievance at the second (2nd) step of the grievance procedure.

Section 3. Discharge of Permanent Employees. The district may discharge any permanent employee for cause. If the district feels there is cause for discharge the employee and the union will be notified in writing that the employee is subject to discharge and shall be furnished with the reason(s).

Section 4. Personnel Records.

Subd. 1. Oral Reprimands. An oral reprimand may become part of an employee's personnel record.

Subd. 2. Copy of Record. Each employee shall be furnished with a copy of all evaluative and disciplinary action placed in her/his Human Resources Office record and shall be entitled to have her/his written response included therein. All disciplinary action in the Human Resources Office record shall state the corrective action expected of the employee and consequences of failure to correct.

Subd. 3. Right to View Record. The contents of an employee's Human Resources Office record shall be disclosed to her/him upon request for an appointment and in the presence of a district authorized official.

Subd. 4. Personnel Records. A copy of written reprimands, notices of suspension or discharge that are to become a part of the employee's personnel file shall be given to the employee with space for signature of acceptance or affidavit of service of said document.

ARTICLE 16 – DURATION

Section 1. Term and Reopening Negotiations. This Agreement shall remain in full force and effect for a period commencing July 1, 2022 to June 30, 2024 and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than 90 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2. Effect. This Agreement constitutes the full and complete Agreement between the school district and the union representing the employees. The provisions herein related to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality. Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

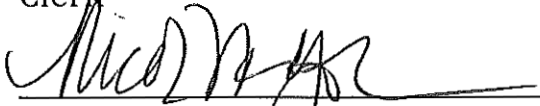
Section 4. Severability. The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

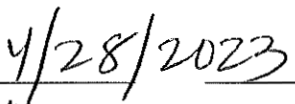
IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

For: Faribault ISD #656

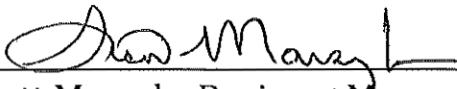

Chairman


Clerk

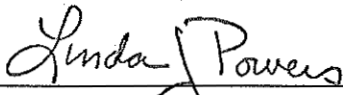

Chief Employer Negotiator



Date:


For: International Union of
Operating Engineers, Local 70

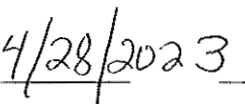

Scott Marsyla, Business Manager


Michael Dowdle, President


Linda Powers, Recording Secretary


Drew Brodeen, Business Representative


Michelle Christianson, Steward


Date:

DB/mrm/opeiu#12
Contracts/Faribault EA