



MASTER AGREEMENT

between

Freshwater Education District

and

Education Minnesota Freshwater Education District
Paraeducators

And

Regular Van Route Drivers

for

July 1, 2023 through June 30, 2025

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ARTICLE I - PURPOSE

This Agreement, between the Education Minnesota Freshwater Education District, Local 7335, hereinafter referred to as the EMFED, and the Freshwater Education District, ISD #6004, hereinafter referred to as the FED, is made pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as PELRA, to provide the terms and conditions of employment for the Paraeducators hereafter referred to as the Paras and the Regular Van Route Drivers hereafter referred to as the RVR Drivers.

ARTICLE II - RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: The FED recognizes the EMFED as the exclusive representative of the Paras and the Regular Van Route Drivers employed by the FED. The EMFED shall have those rights and duties as set out by PELRA and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The Paras and Regular Van Route Drivers, as defined in ARTICLE III, section 2, shall comprise the appropriate unit covered by this Agreement, and they shall be represented by the EMFED.

ARTICLE III - DEFINITIONS

Section 1. Terms and Conditions of Employment: “Terms and conditions of employment” means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than FED payment of, or contributions to, premiums for group insurance coverage of Paras/RVR Drivers or severance pay, and the FED’s personnel policies affecting the working conditions of the Paras. The term does not mean educational policies of the FED. “Terms and conditions of employment” is subject to the provisions of PELRA.

Section 2. Paraeducators (Paras)/Regular Van Route (RVR) Drivers: “Paras/RVR Drivers” means all paraeducators and regular van route drivers employed by the FED in positions for which employment services exceeds the lesser of fourteen (14) hours per week, or thirty-five percent (35%) of the normal work week and more than sixty-seven (67) work days per year, excluding supervisory confidential employees and other employees excluded by law.

Section 3. Full-Time Paras/RVR Drivers: “Full-Time Paras/RVR Drivers” are those who work one-hundred seventy-three (173) days at eight (8) hours per day or one thousand three hundred eighty-four (1,384) hours annually.

Section 4. Part-Time Paras/RVR Drivers: “Part time Paras/RVR Drivers” are those who work less than one thousand three hundred eighty-four (1,384) hours annually.

Section 5. Qualification of Benefits: Eligibility for benefits pursuant to Articles IX and X shall be based on the Para/RVR Driver’s contracted hours for the fiscal year.

Section 6. Freshwater Education District (FED): For purposes of administering this Agreement, “FED” shall mean the Governing Board or its designated representative(s).

Section 7. Probationary Period: The probationary period for Para/RVR Driver shall be one-hundred thirty (130) days.

Section 8. Immediate Family: “Immediate family” includes spouse, domestic partners, children, mother and father, stepchildren, stepparents, siblings(s), grandchildren, grandparents, and in-laws only.

Section 9. Other Terms: All other terms have meanings as defined by PELRA.

ARTICLE IV - RIGHTS

Section 1. Freshwater Education District Rights:

SUBD. 1. INHERENT MANAGERIAL RIGHTS: The EMFED recognizes that the FED is not required to negotiate on matters of inherent managerial policy or discretion, which include, but are not limited to, such areas as budget; utilization of technology; the organizational structure; and selections, direction, and number of personnel.

SUBD. 2. GOVERNING BOARD RESPONSIBILITIES: The EMFED recognizes the right and obligation of the Governing Board and its representatives(s) to efficiently manage and conduct the operation of the FED within their legal limitations and with their primary obligation to provide educational opportunities for the students of the members of the FED.

SUBD. 3. RESERVATION OF MANAGERIAL RIGHTS: The forgoing enumeration of rights and duties shall not be deemed to exclude other inherent managerial rights and managerial functions not expressly reserved in this Agreement, and all managerial rights and managerial functions not expressly delegated in this Agreement are reserved to the FED.

Section 2. Para/RVR Driver Rights:

SUBD. 1. RIGHT TO VIEWS: Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any Para/RVR Driver or the Para/RVR Driver's 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 improvement, 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 EMFED.

SUBD. 2. RIGHT TO JOIN: Paras/RVR Drivers shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Paras/RVR Drivers in an appropriate unit shall have the right, by secret ballot, to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such Paras/RVR Drivers.

SUBD. 3. REQUEST FOR DUES CHECK OFF: Paras/RVR Drivers shall have the right to request dues checkoff. Upon receipt of a properly executed authorization card, signed by each Para/RVR Driver seeking Dues Check Off, on or before October 1, the FED will deduct from the Para's/RVR Driver's paycheck the dues the Para/RVR Driver has agreed to pay beginning in October and continuing, normally, thru May. When authorization cards are received after the October 1 cut-off date, deductions for the remaining dues will be made. The FED will remit monthly all collected dues to the EMFED. Deductions shall be made each pay period and shall be transmitted to the EMFED together with a list of names of the Paras/RVR Drivers from whom deductions were made. The exclusive representative hereby warrants and covenants that it will defend, indemnify, and save the FED harmless from any and all actions, suits, claims, damages, judgments, and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of by reason of the above deductions as specified by the exclusive representative.

SUBD. 4. WORKING CONDITIONS: No Para/RVR Driver shall be required to work under unsafe or hazardous conditions or to perform tasks which endanger the Para's/RVR Driver's health, safety, or well-being. Concerns about questionable working conditions or unsafe assignments that cannot be resolved with the Para's/RVR Driver's supervisor(s) shall be directed to the Superintendent. If not resolved at that level, they may be processed through the grievance procedure.

SUBD. 5. VOLUNTARY TRANSFERS: All Paras/RVR Drivers shall be eligible to apply for transfer to a vacant Para/RVR Driver position. A Para/RVR Driver may apply for a transfer to any vacant position for which Para/RVR Driver is qualified by filing a written application for transfer with the office of the Superintendent with a copy to the appropriate supervisor within five (5) duty days from the date the vacancy is posted. The FED shall consider all timely applications for voluntary transfer before permanently filling any vacant position. The FED shall have the right to fill vacant positions on a temporary basis pending completion of the application process. Each Para/RVR Driver applying for voluntary transfer shall be notified, in writing, of the disposition of such application. In the event that an application for transfer by a Para/RVR Driver eligible for the vacant position is denied and another Para/RVR Driver is transferred or a new Para/RVR Driver is employed in the position, the applying Para/RVR Driver may request and receive from the Superintendent or the Para's/RVR Driver's designee a review of the reasons for the action.

SUBD. 6. INVOLUNTARY TRANSFERS OR REASSIGNMENT: An involuntary transfer or reassignment shall not be used as a punitive measure.

1. Selection for Transfer: A Para/RVR Driver may be involuntarily transferred or reassigned to a vacant position for which Para/RVR Driver is qualified.
2. Notice of Transfer: A Para/RVR Driver subject to an involuntary transfer or reassignment shall be notified of such transfer or reassignment at least thirty (30) calendar days prior to being transferred/reassigned.

SUBD. 7. MEET AND DISCUSS: The FED will provide opportunities to meet and discuss with representatives of the EMFED regarding the FED policies and other matters which are not related to the terms and conditions of employment at least three (3) times a year.

SUBD. 8. NOTIFICATION OF EMPLOYMENT: The FED shall notify Paras/RVR Drivers of any reduction in hours of work for the subsequent school year before August 1. The FED reserves the right to make any modifications or adjustments in assignments during the school year. The hours are subject to change due to the potential changing needs of students which include their becoming more or less independent, building or transportation scheduling changes, or a possible combination of students which could result in fewer Paras/RVR Drivers or fewer hours that Paras/RVR Drivers can work.

ARTICLE V - BASIC SCHEDULES AND RATES OF PAY

Section 1. Basic Salaries: All basic salaries are set forth in the attached salary schedules. These salary schedules will remain in effect until they have been modified or replaced through negotiations. In years an Agreement has not been ratified, the Paras/RVR Drivers will maintain their current salaries.

SUBD. 1. ELECTRONIC PAYROLL ENTRY: Para's/RVR Driver's shall electronically report daily/weekly hours worked for supervisor approval.

SUBD. 2. PENALTIES: Any Para/RVR Driver falsifying a time sheet will be subject to immediate dismissal.

SUBD. 3. SCHEDULES: The FED reserves the right to set and modify work schedules as it deems appropriate, in accordance with this Agreement.

SUBD. 4. ANNUAL STEP ADVANCEMENT: Para/RVR Drivers must work a minimum of sixty-seven (67) days to receive a step advancement in the subsequent year. Para/RVR Drivers working less than sixty-seven (67) days will remain at their current pay rate step in the subsequent year. A Para/RVR Driver may not advance more than one step in a fiscal year.

Section 2. Career Increments (Sunset 12-31-13): Beginning after July 1st of the qualifying year, of at least half-time, continuous service to FED as a Para/RVR Driver, the career increment shall be added to the annual salary:

- \$600 effective the fourth (4) year, and
- \$1,050 effective the seventh (7) year, and
- \$1,500 effective the eleventh (11) year.

SUBD. 1. ELIGIBILITY: Career increment payments shall be one-hundred percent (100%) for Paras/RVR Drivers working a minimum of one-thousand one-hundred eighteen (1,118) hours per year. To qualify for this benefit, Paras/RVR Drivers must be employed a minimum of fifty percent (50%) (five-hundred fifty-nine (559) F.T.E. Career increment payments will be pro-rated based upon one-thousand one-hundred eighteen (1,118) hours for full payment.

SUBD. 2. PAYMENT: Payments will be made in installments based upon current FED Payroll Policy.

SUBD. 3. SUNSET: Paras/RVR Drivers hired January 1, 2014 or after, will not qualify for this benefit.

Eligible Employees: Deb Baune, Julia Benning, JoAnne Carpenter, and Jerome Miller

Section 3. Longevity (Sunset 6/30-10): A Para/RVR Driver hired after 7/1/2010 shall not be eligible.

SUBD. 1 ELIGIBILITY: A Para/RVR Driver hired before 7/1/2010 who has reached the “FED Rule of 60” (age plus year of continuous, contracted Para/RVR Driver service to the FED) and who has been employed by the FED for at least fifteen (15) continuous, equivalent years of Para/RVR Driver service shall be eligible for the longevity benefit. For the purposes of longevity, a year of service is granted after each anniversary date, effective the following school year, of employment with the FED.

SUBD. 2. PAYMENT: An eligible Paras/RVR Drivers shall receive as longevity pay an amount equal to five percent (5%) of their base salaries for a maximum of ten (10) years, not to exceed eighteen-thousand dollars (\$18,000).

SUBD. 3. PAYROLL: Longevity pay shall be paid by the FED in regular payroll installments, and shall not be granted to any Para/RVR Driver who is no longer employed by the FED.

Eligible Employees: Deb Baune and Jerome Miller

ARTICLE VI - ADDITIONAL PAY

Section 1. Extended Year Employment: Any Para/RVR Driver who works extended days shall be paid at the same hourly rate of pay as the Para/RVR Driver makes during the regular school year.

Section 2. Overtime/Compensatory Time: All overtime hours must have approval of the Para's/RVR Driver's supervisor(s). Overtime pay or compensatory time shall be granted at the rate of one and one-half times (1 ½) the hourly rate for all hours worked over forty (40) hours per week. Compensation options must be made prior to overtime worked.

Section 3. Combination of Assignment Hours: Para's/RVR Drivers who also serve the FED in two or more bargaining units, shall have all those hours counted toward qualification for benefits (health benefit, longevity, 403(b)/457(b) matching, career increments, sick leave, other leaves, etc.). The PARA/RVR Driver will belong to the bargaining unit for which their highest percentage of service for FED occurs. For clarification, if a FED employee is .45/FTE Para and .55/FTE Teacher-Itinerant, the employee would follow the T-I agreement. Different levels of pay may be associated with the various assignments, depending on what the assignments are. Should a voluntary break in service to the FED occur, the SPED Para/SPED RVR Driver will be considered a new hire.

Section 4. Mentorship: A Para/RVR Driver may voluntarily, in writing, upon request by the FED, accept a peer mentoring position to assist probationary Para/RVR Drivers in learning processes of the FED organization. Mentor assignments shall be at the discretion of the FED administration. The FED shall outline the expected duties and activities of a mentor prior to a mentor being assigned to a mentee. The mentor will also be given flexibility to create, with approval of the FED, additional training germane to the assignment of the mentee. The stipend for the mentor shall be three hundred fifty dollars (\$350.00) for the school year. A mentor shall receive an additional stipend of one hundred seventy-five dollars (\$175.00) for each additional mentee assigned for the full school year. If agreed upon duties are not fulfilled, the FED may elect to choose a new mentor and the stipend shall be prorated. Once assignments have been agreed upon, written logs/checklists will be submitted to the FED once per month. Logs/checklists must include topics discussed, the date in which the parties met, and mentor/mentee signatures.

ARTICLE VII - SUBSTITUTES

Section 1. Compensation: Substitute Paras/RVR Drivers shall be compensated at a rate not less than the step one rate of pay. A Para/RVR Driver who substitutes for another Para/RVR Driver shall be paid at Para/RVR Driver's current step in the job class the Para/RVR Driver is working.

Section 2. Arranging for Substitutes: Once a Para/RVR Driver reports not being available for work, if a substitute is needed, the building supervisor(s) or the Para's/RVR Driver's designee shall be responsible to obtain a substitute. Paras/RVR Drivers will neither be required nor prohibited from finding their own substitute.

Section 3. Placement on Salary Schedule: After substituting thirty (30) consecutive working days for a Para/RVR Driver, a substitute shall be placed on the salary schedule (where appropriate) and paid retroactively back to the first (1) day and continue on probation. The FED may hire a qualified, long-term substitute and place the Para/RVR Driver on the salary schedule from the first day.

ARTICLE VIII - RESPONSIBILITIES

Para's/RVR Driver's shall comply with all reasonable rules, regulations, and directives adopted by the FED, provided that the Paras/RVR Drivers are informed of such in writing. A Para/RVR Driver, who believes a rule, regulation, or directive of the FED, violate the terms and conditions of employment may invoke the grievance procedure.

ARTICLE IX – GROUP HEALTH INSURANCE AND HRA

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the FED as provided by law.

Section 2. Selection of School District’s Group Health and Hospitalization Plan: The parties agree to revisit this article if evidence shows a negative impact (fines, assessments, etc.) against the FED as a result of Affordable Care Act (ACA) requirements, state laws, or federal laws.

Section 3. Eligibility: Benefits provided in this article are designed for Para/RVR Drivers employed at least one thousand one hundred (1,100) hours annually. Part-time Para/RVR Drivers employed less than one thousand one hundred (1,100) hours annually shall not be eligible for any benefits pursuant to this article. Insurance plan eligibility is subject to any limitations contained in the contract between the insurance carrier and the FED.

Section 4. Health Insurance Contributions: A monthly sum, not to exceed \$625.00 (\$7,500.00 annually) effective September 1, 2024 shall be paid by the FED towards a Para/RVR Driver’s health insurance premium under the FED’s group health insurance plan. Eligible Para/RVR Drivers working less than full time shall receive the following monthly contributions based on percentage of full time equivalent (FTE):

FTE Percentage	FY24 (effective 9/1/23)	FY25 (effective 9/1/24)
90-100% (1,245 hours)	See subd. 2	\$625
79.5-90% (1,100 hours)	See subd. 2	\$575
<79.5% (1,100 hours)	Ineligible	Ineligible

SUBD. 1. FED HEALTH PREMIUM AND HRA CONTRIBUTIONS: In the event a Para/RVR Driver participates in a FED integrated health plan, and the Para/RVR Drivers’ monthly health insurance premium under the FED’s group health insurance plan is less than the FED’s monthly contribution as stated in Section 4 above, the excess contribution shall be contributed to the Para/RVR Driver’s integrated HRA plan account on a bi-monthly basis in sequence with the FED’s payroll calendar.

SUBD. 2. FED HEALTH PREMIUM AND HRA CONTRIBUTIONS PRIOR TO SEPTEMBER 1, 2024: Para/RVR Driver’s shall continue to receive contributions based on prior language with a FTE based on one thousand one hundred sixty-seven (1,167) hours.

FTE	Effective Jan 1, 2023
100%	\$483
95-99%	\$479
90-94%	\$455
85-89%	\$431
80-84%	\$408
75-79%	\$384
<75%	\$0

Section 5. Eligible HRA Contributions for Paras/RVR Drivers who are Not on the FED Health Insurance (Sunset 6/30/15): Only Paras/RVR Drivers who were employed by the FED prior to July 1, 2015, and who had waived coverage under FED’s health and hospitalization plan, and had been receiving an HRA contribution due to a qualified waiver, shall be eligible for this HRA benefit. Upon proof of continuing qualified coverage (proof to be provided at least two (2) times each year), a monthly contribution of three hundred seventy-five dollars (\$375.00) shall be paid into that Paras/RVR Drivers HRA account. This Section 5 shall sunset effective upon the retirement or termination of employment of those Paras/RVR Drivers participating as of 7/1/15.

SUBD. 1. CONTINUOUS PROOF OF QUALIFIED WAIVER: Paras/RVR Drivers who qualified and therefore are receiving contributions into the HRA account shall provide proof of qualified coverage at least two (2) times per calendar year. Proof shall be provided within forty-five (45) days of district request for documentation. If a Para/RVR Driver does not provide the proper proof within those forty-five (45) days, that Para/RVR Driver shall forfeit further FED contributions into the HRA account. If eligible, the Para/RVR Driver may then enroll in the FED group health insurance plan upon a qualifying event or the next open enrollment period.

SUBD.2. MOVEMENT BETWEEN A QUALIFIED WAIVER AND THE FED HEALTH INSURANCE: Paras/RVR Drivers hired after 7/1/15 shall not be offered the qualified waiver HRA as an option to the FED health insurance. Only Paras/RVR Drivers hired prior to 7/1/15 shall be eligible for the qualified waiver. Paras/RVR Drivers who move from a qualified waiver and onto the FED health insurance shall not be allowed to switch back to the waiver at a later date.

Eligible Employees: Julia Benning and Jerome Miller

Section 6. Post-Employment HRA (Sunset 6-30-07): Paras/RVR Drivers hired before July 1, 2007, and after ten (10) years of continuous Para/RVR Driver service with the FED, who retire from the FED, shall remain eligible for an annual Post-Employment HRA contribution. Such eligibility will continue until the retired Para/RVR Driver is eligible for Medicare benefits or a maximum of ten (10) years, whichever is the lesser. The FED's contribution will not exceed four-thousand five-hundred dollars (\$4,500) per year.

SUBD. 1. QUALIFICATIONS: To qualify for Subd. 3. above, a Para/RVR Driver that may choose to retire or has been laid off by the FED, and has had at least ten (10) years of continuous Para/RVR Driver service with the FED.

SUBD. 2. ELIGIBILITY: Paras/RVR Drivers hired after June 30, 2007, are not eligible for section 6. above (HRA Post-Employment Contributions after retirement). Instead, they will be eligible for Section 7 below.

Eligible Employees: Joanne Carpenter, Deb Baune, and Julia Benning

Section 7. Duration of Insurance Contributions: A Para/RVR Driver is eligible for a FED insurance contribution as proved in this article as long as the Para/RVR Driver is employed by the FED, on paid status, and enrolled in the FED's group health and hospitalization insurance plan. Upon termination of employment, all FED insurance contributions shall cease.

ARTICLE X – OTHER BENEFITS

Section 1. 403b/457(b) Matching Program: (Effective 7/1/07) Paras/RVR Drivers hired after June 30, 2007, will be eligible for the FED's 403(b)/457(b) Matching Program as defined in this section.

SUBD. 1. PURPOSE: This benefit requires participation by the Para/RVR Driver together with a matching contribution from the FED.

SUBD. 2. ELIGIBILITY: Only Paras/RVR Drivers who are employed at least five hundred eighty-four hours (584) as a Para/RVR Driver by the FED are eligible to receive the FED's matching contribution. In order to count as a year of Para/RVR Driver service, the Para/RVR Driver must have worked at least sixty-seven (67) duty days during the school year. Time spent employed by the FED in a substitute capacity does not count toward this eligibility requirement.

SUBD. 3. AMOUNT OF THE FED MATCH: Subject to all requirements contained in this article, the FED’s matching contribution shall be determined as follows:

Year of Employment	FY24	FY25
Year 1	\$0.00	\$0.00
Year 2	\$500.00	\$504.00
Years 3-7	\$650.00	\$666.00
Years 8-14	\$900.00	\$918.00
Years 15+	\$1,150.00	\$1,170.00

SUBD. 4. MAXIMUM FED CONTRIBUTION: The FED’s maximum contribution to each Para/RVR Driver will not exceed twenty-three thousand dollars (\$23,000).

SUBD. 5. MATCHING PRORATION: Eligible Para/RVR drivers working less than one thousand one hundred sixty-seven (1,167) hours shall receive prorated matching 403(b) contributions.

SUBD. 6. PARA/RVR DRIVER CONTRIBUTION REQUIREMENTS: In order to receive the FED’s matching contribution, a Para/RVR Driver must elect the Para’s/RVR Driver’s 403(b) /457(b) contribution and select the FED-approved provider from the list below. The Para/RVR Driver must complete a “Salary Reduction Agreement” (SRA) by February first (1) of the current year. Contributions will annually continue as elected unless a new SRA is completed by October first (1) of current year. The FED’s matching contribution shall match a Para’s/RVR Driver’s contributions in equal installments throughout the year up to the applicable amount as specified in Subd. 3 above. Following receipt of the election from, the FED’s contribution will begin within 30 business days or the next possible payroll. Match forms must be received no later than February 1st to be eligible to receive the qualified amount of the employer’s match effective for that fiscal year.

PROVIDER LIST:

- Ameriprise Financial Services
- Great American Financial Resources – GALIC Disbursing Company
- Great West Retirement Services
- Horace Mann Educated Financial Solutions
- MN State Deferred Compensation Plan
- Thrivent Financial
- Variable Annuity Life Insurance Company
- ESI-EBC
- Oppenheim Funds
- Invesco
- Others as mutually agreed upon by the EMFED and the FED.

Any change in the provider list needs to be mutually agreed upon between the EMFED and the FED. The Para’s/RVR Driver’s election shall not be subject to revocation or modification for the remainder of the school year. A Para/RVR Driver may elect to contribute more than the FED match. This article establishes only the FED’s maximum matching contribution. A Para/RVR Driver on an unpaid leave of absence may not participate in the matching 403(b)/457(b) program.

Section 2. Short-Term Disability Protection Insurance: The selection of the insurance carrier and policy shall be made by the FED as provided by law. Effective September 1, 2023, the FED agrees to furnish and pay the full premium for a short-term disability plan for each Para/RVR Driver not on a leave of absence without pay. Effective September 1, 2024, short-term disability coverage shall be elected by the Para/RVR Driver on a voluntary basis and the premium shall be borne by the Para/RVR Driver.

Section 3. Long Term Disability Insurance: The selection of the insurance carrier and policy shall be made by the FED as provided by law. The FED agrees to furnish and pay the full premium for a long-term disability insurance plan for each Para/RVR Driver not on a leave of absence without pay and working at least eight hundred seventy-five (875) hours annually.

Section 4. Life Insurance: The FED shall provide group term life insurance up to fifty-thousand dollars (\$50,000.00) for each Para/RVR Driver working one thousand one hundred sixty-seven (1,167) hours annually. The provided policy shall be prorated to Para/RVR working at least eight hundred seventy-five (875) hours annually. Part-time Paras/RVR Drivers may purchase supplemental coverage as prov. Eligible Paras/RVR Drivers retirees have the right to remain in the life insurance group until age sixty-five (65) at their own expense. Paras/RVR Drivers seeking to remain in the life insurance group upon retirement shall pay their own premiums per Minnesota Continuation of Coverage.

Section. 5 Claims against the FED: Any description of benefits contained in this article is intended to be informational only, and the management of contributed funds is the responsibility of the Para/RVR Driver and the provider selected by the Para/RVR Driver. The FED's only obligation is to make contributions as specified in this article, and no claim shall be made against the FED for any action taken or not taken relating to the benefits provided in this article. The EMFED agrees to defend and indemnify the FED in the event any such claim is made against the FED.

Section 6. Employee Assistance Program: For each Para/RVR Driver, the FED agrees to furnish and pay for an employee assistance program that offers confidential independent counseling and professional guidance as outlined in the policy.

Section 7. Paras/RVR Drivers becoming Teacher-Itinerants or ECFE/SR/FL Teacher-Itinerants: If a Para/RVR Driver is hired later by the FED as a teacher-itinerant or ECFE/SR/FL teacher-itinerant, the years spent as a Para/RVR Driver will count as years of service to the organization for the purposes of benefits, but not for the purposes of seniority.

ARTICLE XI - LEAVES

Section 1. Employee Safe and Sick Time (ESST) Leave:

SUBD. 1. PARAS/RVR DRIVERS ESST LEAVE ACCRUAL: Para/RVR Drivers working at least one thousand one hundred sixty-seven (1,167) hours shall be granted seventy-two (72) hours of ESST leave at the start of the school year. Paras/RVR Drivers working at least five-hundred eighty-four (584) hours during the year shall be granted pro-rated ESST leave hours at the start of the school year. Para/RVR Drivers working less than five hundred eighty-four (584) hours during the year shall be granted one (1) hour of ESST leave for every thirty (30) hours worked during each pay period.

SUBD. 2. ACCUMULATION: Unused ESST leave hours may accumulate to a maximum of nine hundred sixty (960) hours.

SUBD. 3. POST-EMPLOYMENT HRA CONTRIBUTIONS: Paras/RVR Drivers accumulating days above the maximum shall receive a contribution into their post-employment HRA account in the amount of the excess hours at the Para/RVR Driver's hourly rate of pay. The maximum amount that the FED will contribute to each Para/RVR Driver's post-employment HRA account shall be capped at a lifetime maximum of three-thousand four-hundred fifty-five dollars (\$3,455.00).

SUBD. 4. ESST LEAVE USE: ESST leave may be used by a Para/RVR Driver in accordance with M.S. 181.9447, Subd. 1. Pursuant to M.S. 181.9445, a Para/RVR Driver may use their accumulated ESST leave and the FED limits use as permissible.

SUBD. 5. MEDICAL STATEMENT: The FED may require a Para/RVR Driver to furnish a medical certificate from a qualified physician in accordance with state and federal law as evidence of any illness and/or disability pursuant to this section, indicating such absence was due to illness and/or disability, in order to qualify for ESST leave pay. The final determination as to the eligibility of a Para/RVR Driver's use of ESST leave is reserved to the FED. In the event that a medical certificate will be required, the Para/RVR Driver will be so advised in writing.

Section 2. Vacation Leave: The FED shall grant thirty-two (32) hours of vacation leave to each Full Time Para/RVR Driver at the start of each school year. Para/RVR Drivers working more than five hundred eighty-four (584) hours shall receive prorated vacation leave. Any unused vacation leave at the end of the school year shall be forfeited.

Section 3. Discretionary Leave: A Para/RVR Driver who wishes discretionary leave must request such leave in writing from the Para's/RVR Driver's supervisor, with final decision by the Superintendent. When a Para/RVR Driver has been allowed discretionary leave with full pay, the days he/she uses shall be deducted from his/her sick leave accumulation. The Superintendent reserves the right to refuse to grant discretionary leave.

Section 4. Discretionary Leave without Pay: Under unusual circumstances, a situation might arise under which a Para/RVR Driver would not qualify for leave under the provisions of Sections 2 or 3 above. Should such a situation arise, a Para may make a written request to Para's/RVR Driver's supervisor(s) and Superintendent for discretionary leave without pay detailing the circumstances for the request. The Superintendent shall have authority to approve or deny such requests and, should approval be granted, advise the business office. In such case, no deduction of sick leave will be made.

Section 5. Bereavement: Subject to the discretion of the Superintendent, up to three (3) days of leave may be allowed, the days to be deducted from ESST leave, for the death in a Para's/RVR Driver's immediate family as defined in this agreement.

Section 6. Jury Duty: When a Para/RVR Driver serves on jury duty, the FED shall pay Para's/RVR Driver's full salary, provided that such Para/RVR Driver agrees to return to the FED all wages received for serving on jury duty. The Para/RVR Driver is responsible to report the occurrence of jury duty days to Para's/RVR Driver's immediate supervisor.

Section 7. Court Leave: Court leave with pay shall be granted to Paras/RVR Drivers for the time necessary to make an appearance(s) in any court proceeding resulting from "work-related activities" or to fulfill a civic obligation under subpoena or under conditions in which a subpoena would be issued by the court. This leave shall not apply to court proceedings initiated by the Para/RVR Driver or Para's/RVR Driver's representative against the FED.

Section 8. Family and Medical Leave Act:

SUBD. 1. PURPOSE: Pursuant to the Family and Medical Leave Act (FMLA), 29 U.S.C. 2601 et.seq., an eligible Para/RVR Driver shall be granted, upon written request, up to a total of twelve (12) weeks of unpaid leave per twelve (12) month period in connection with the following:

- the birth and first-year care of Para's/RVR Driver's child;
- the adoption or foster placement of Para's/RVR Driver's child;
- the serious health condition of a Para's/RVR Driver's immediate family in accordance with ARTICLE III Section 8, and
- the Para's/RVR Driver's own serious health condition.

SUBD. 2. SALARY AND FRINGE BENEFITS: Such leave shall be unpaid, except an eligible Para/RVR Driver during such leave, shall be eligible for regular FED health benefit contributions as provided in this Agreement for the period of the leave but not to exceed twelve (12) weeks per twelve (12) month period, notwithstanding any other provisions of this Agreement.

SUBD. 3. ELIGIBILITY: To be eligible for the benefits of this section, a Para/RVR Driver must have been employed by the FED for the previous twelve (12) months and must have been employed for at least one-thousand two-hundred fifty (1,250) hours during such twelve (12) month period.

SUBD. 4. PAID LEAVE UNDER AGREEMENT: While FMLA leaves, except for eligible insurance contributions as provided in Subd. 2 above are unpaid; nothing shall preclude a Para/RVR Driver from utilizing paid leave otherwise provided in this Agreement, provided the Para/RVR Driver qualifies for the paid leave (i.e., sick leave or vacation leave) pursuant to the provisions of this Agreement governing such leaves. Moreover, nothing in this Agreement shall be construed to require the FED to or prevent it from, combining leaves for a period of time that exceeds the leave provided by this section or the period of time for leaves provided in other sections of this Agreement.

SUBD. 5. NOTIFICATION: The Para/RVR Driver will provide at least thirty (30) days of written notice of request for leave when the reason for the leave is foreseeable. The Para/RVR Driver shall further make efforts to schedule any treatment so as to minimize disruption of the work of the FED.

SUBD. 6: FAMILY MEDICAL LEAVE ACT: Leave shall be granted in accordance with the current Federal Family Medical Leave Act and in coordination with the applicable leaves in this Master Agreement.

Section 9. Leave of Absence Without Pay:

SUBD. 1. SPECIFICS: A Para/RVR Driver may be granted a leave of absence without pay for a specific period of time upon submitting a written application directly to the Para's/RVR Driver's supervisor for approval by the Superintendent and the Governing Board. The period of such leave shall not be counted toward working experience, although seniority, sick leave, and other benefits previously earned will be reinstated when the Para/RVR Driver returns. Should the Para/RVR Driver not return on expiration of leave, and in the absence of any other agreement with the Governing Board, all prior rights will be forfeited.

SUBD. 2. NOTIFICATION: A Para/RVR Driver on such leave shall notify the Superintendent in writing no later than April 1 of the final leave year of the Para's/RVR Driver's intention to return at the conclusion of the leave or to request an extension of the leave. The granting of an extension shall be at the sole discretion of the Governing Board. The Governing Board may also, at its sole discretion, waive the April 1 notice date if it determines special circumstances are involved.

Section 10. Leave of Absence to Attend Statutory Meetings of Local Government

Agencies:

Any Para/RVR Driver may, after submitting a written application to the Para's/RVR Driver's supervisor(s) at least three (3) days in advance of the date of requested leave, be absent to attend, as an elected representative or participant, statutory meetings of local government agencies (i.e., township governing board), or to serve as election judges in local, state, and federal elections. The FED shall pay the Para's/RVR Driver's full salary, provided that such Para/RVR Driver agrees and returns to the FED all wages received for attending the meetings covered in this section. Reimbursed expenses belong to the Para/RVR Driver.

Section 11. School Closing: Para's/RVR Driver's will make up any full days lost days due to inclement weather or other emergency. In the event Minnesota schools are closed by the Governor, Commissioner of Education or other State authority, the FED office will be closed and the time lost will not be deducted from any employee's vacation leave or payroll deduction.

Section 12. Education Minnesota Freshwater Education District (EMFED) Leave: The EMFED representatives shall have up to four (4) days per year for the union. The first two (2) days shall be paid by the FED. The second two (2) days shall be paid for by the EMFED in the event a substitute is required. All the EMFED leave must be approved in writing by the executive committee of the EMFED prior to the representative's use.

Section 13. Pay Deduction: Whenever pay deduction is made for a Para's/RVR Driver's absence, the annual salary divided by the number of duty days shall be deducted for each day's absence.

ARTICLE XII - JOB POSTINGS

Section 1. Procedures: All job openings for positions in excess of three-hundred sixty (360) hours annually shall be posted. In the event of a job posting, the job will be announced by bulletin for a period of five (5) work days. Each notice shall include the date of posting. Job openings for positions of five-hundred eighty-four (584) hours or more annually must be publicly advertised. However, positions of less than five-hundred eighty-four (584) hours may be advertised at the discretion of the supervisor(s).

Section 2. Posting Place: All postings will be placed on the appropriate bulletin boards in each FED building. Postings shall be emailed to each EMFED Para/RVR Driver the same day that paper postings are placed in the FED buildings.

ARTICLE XIII - REDUCTIONS IN FORCE, SENIORITY AND RECALL

The parties recognize the principle of seniority within classification concerning reduction in force, provided the Para/RVR Driver is fully qualified to perform the duties and responsibilities of the position. A Para/RVR Driver on layoff shall retain seniority and the right to recall, within classification, for a period of thirty (30) months after the date of layoff.

Section 1. Discontinuance: The Governing Board shall make the determination whether any position shall be discontinued.

Section 2. Layoff: In the event of discontinuance of a position which in turn necessitates a reduction in the number of Paras/RVR Drivers, any Para/RVR Driver in that position is subject to layoff according to and following the provisions of this article. The Governing Board may place on layoff, without pay or fringe benefits, as many Paras/RVR Drivers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts/organizations. Paras/RVR Drivers shall be placed on layoff in inverse order of seniority, the lowest in seniority being the first to be placed on layoff.

Section 3. Recall/Seniority:

SUBD. 1. SENIORITY: Paras/RVR Drivers shall be discontinued based on seniority. Seniority shall accrue from the first date of Para/RVR Driver service to the FED. Should more than one (1) Para/RVR Driver have the same first date of Para/RVR Driver service, the selection of the Para/RVR Driver for purpose of discontinuance shall be determined by retention of the Para/RVR Driver with the lowest social security number (last four (4) digits).

SUBD. 2. ACCRUALS: Seniority shall continue to accrue while on sabbatical leave, military leave, child care leave, sick leave, and leaves for exchange programs.

Section 4. Order of Layoff:

SUBD. 1: PROBATIONARY PARAS/RVR DRIVERS: Probationary Paras/RVR Drivers in the area or department affected by the discontinuance shall be terminated before any qualified Paras/RVR Drivers are laid off.

SUBD. 2: PARAS/RVR DRIVERS: Paras/RVR Drivers in the area or department affected by the discontinuance shall be laid off in inverse order of their seniority (least senior first).

SUBD. 3. PARA/RVR DRIVER DEPARTMENTS: Paras/RVR Drivers shall be laid off in inverse order of their seniority (least senior first) according to the area or department affected by the discontinuance.

Section 5. Opportunity for Employment: At the time of discontinuance, if another position exists for which the Para/RVR Driver is fully qualified, the Para/RVR Driver shall have the opportunity for employment in that position on the basis of seniority.

Section 6. Recall List: A recall list shall be maintained and updated yearly by the Superintendent's office. Paras/RVR Drivers on the recall list for thirty (30) months shall be dropped from the recall list and are no longer subject to the recall provisions of this article.

Section 7. Recall Notification: Notice of recall shall be sent to the Para's/RVR Driver's last address on file in the Superintendent's office. The Para/RVR Driver must send written notice of change of address by certified mail to the Superintendent's office. Notice of recall shall also be sent by certified mail. Within thirty (30) calendar days of the date of mailing, written acceptance of employment must be sent by the Para/RVR Driver by certified mail to the Superintendent's office. The Para/RVR Driver shall have the right to refuse an offer of employment if less than seventy-five percent (75%) of what they were placed on layoff for and, in the event, shall remain on the recall list for the duration of the thirty (30) month recall period.

Section 8. Seniority List Establishment:

SUBD. 1. SENIORITY: "Seniority" shall be defined as continuous employment as a Para/RVR Driver from the first (1st) day of work. The first day of continuous Para/RVR Driver work will be recorded on the Para/RVR Driver seniority list.

SUBD. 2. PREPARATION: The Governing Board shall annually cause a seniority list (by name, date of employment and qualifications) to be prepared from its records. It shall thereupon cause such list to be posted in an official place in each building of the FED and emailed to each Para/RVR Driver by January 31st of each year.

SUBD. 3. REQUEST FOR CHANGE: Any Para/RVR Driver whose name appears on such list and who may disagree with the findings of the FED and the order of seniority in said list shall have twenty (20) work days from the date of posting to supply written documentation, proof, and request for seniority change to the Superintendent.

SUBD. 4. FINAL LIST: Each year thereafter, the Governing Board shall cause such seniority list to be updated to reflect any addition or deletion of personnel caused by retirement, death, resignation, the cessation of services, or new employees. Such yearly revised list shall govern the application of any Para/RVR Driver layoff until thereafter revised. Within ten (10) days thereafter, the FED shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes as it deems warranted. A final seniority list shall thereupon be prepared by the FED which list, as revised, shall be binding on the FED and all Paras/RVR Drivers.

SUBD. 5 SENIORITY LISTS: Two (2) seniority classes shall exist, each with its own seniority list and no bumping shall be allowed between each list. The seniority lists are as follows;

List 1; "Paras"

List 2; "Regular Van Route Drivers"

Those employees working in combined Para/RVR Drivers positions shall accrue seniority on both lists, in both classes, from the date of first service in each area.

Section 9. Effect: This article shall be effective at the beginning date of this Master Agreement and shall be governed by its duration clause. This article shall govern all Paras/RVR Drivers and shall not be construed to limit the rights of any other employee not covered by the Master Agreement or other master agreement affecting such employee.

Section 10. Procedure: Any challenge by a Para/RVR Driver who is proposed for layoff or recall therefrom shall be subject to the hearing and review procedures similar to those in M.S. 122A.4C and, therefore, shall not be subject to the grievance procedure of this Agreement.

ARTICLE XIV - WORK YEAR

Section 1. Duty Days: Annually, the Governing Board shall establish the number of FED days and Para/RVR Driver duty days for the next year, and the Para/RVR Driver shall perform services on those days as determined by the FED, including those legal holidays on which the Governing Board is authorized to conduct school and, pursuant to such authority, has determined to conduct school. The school year shall consist of one-hundred seventy-three (173) duty days.

Section 2. Modifications in Calendar, Length of School Day:

SUBD. 1. CALENDAR MODIFICATIONS: In the event of energy shortage or another exigency, the FED reserves the right to modify the school calendar, and if school is closed on normal duty day(s), the Para/RVR Driver shall perform duties on such other day(s) in lieu thereof as the FED shall determine.

SUBD. 2. OTHER MODIFICATIONS: In the event of energy shortage, severe weather, pandemic or other exigency, the FED may modify the duty day or duty week, but with the understanding that the total number of hours shall not be increased (i.e., a four (4)-day week with increased hours per day but the total weekly hours not more than the regular five (5)-day week.

Section 3. Stretch Calendar: A “stretch calendar” is used by Paras to provide year-around programming for students in Early Childhood Special Education (ECSE) programs. Therefore, Paras may be scheduled to work days during the summer months for programming which they will then take off during the school year to meet their yearly employment days.

ARTICLE XV - PERSONNEL FILES

Section 1. Contents: The FED shall maintain complete personnel files for each Para/RVR Driver, in accordance with state and federal data privacy laws. Each Para’s/RVR Driver’s personnel file shall contain the Para’s/RVR Driver’s annual payroll information, a transcript of academic records, all evaluation reports, all medical information required by FED, and any other material appropriate for inclusion in such file. Paras/RVR Drivers shall be notified of and provided a copy of any materials to be inserted in the file.

Section 2. Right to Examine and Respond: No material shall be placed in a Para’s/RVR Driver’s personnel file without the Para’s/RVR Driver’s knowledge. In accordance with Minnesota statutes, Paras/RVR Drivers shall have the right, upon written request to the Superintendent or Special Education Director, to examine the contents of their own personnel files and, if they wish, to have with them during such examination an agent of their choice. The FED shall have a designee present during such examination. Paras/RVR Drivers shall have the right, upon written request, to file a response to any material in their own personnel files, and such response shall become a part of said files. Paras/RVR Drivers shall also have the right to obtain a photocopy of any and all documents at their discretion and at their cost.

ARTICLE XVI - DISCIPLINE

Section 1. Discipline: No Para/RVR Driver shall be disciplined, denied a scheduled salary increase, or deprived of any right, benefit, or privilege without due process. Any discipline, denial, or deprivation or any adverse evaluation of performance asserted by the FED, shall be subject to the grievance procedure set forth in ARTICLE XVI.

Section 2. Progressive Discipline: The FED recognizes and intends to adhere to the concept of progressive discipline consisting of

- 1) oral reprimand,
- 2) written reprimand,
- 3) suspension with pay,
- 4) suspension without pay, and
- 5) discharge.

The FED reserves the right to impose discipline at any level as determined by the FED based upon the circumstances surrounding the action. A conference between the Para/RVR Driver and the Para’s/RVR Driver’s supervisor shall be held prior to the imposition of a written reprimand, suspension without pay, or discharge.

Section 3. Procedural Requirements: When a Para/RVR Driver stands accused of violating rules, regulations, and/or directives of the FED, this accusation shall be promptly reported to the Para/RVR Driver. Before a formal warning, reprimand, or other discipline may be implemented, the following due process procedural requirements will be met:

SUBD.1. REPRESENTATION: The Para/RVR Driver has the right to representation in all disciplinary procedures.

SUBD. 2. NOTIFICATION: Should a Para/RVR Driver be called into a meeting of a disciplinary nature, prior to the meeting, the Para/RVR Driver will be notified that potential disciplinary action is the intent of the meeting, and the Para/RVR Driver is entitled to the EMFED representation.

SUBD. 3. AWARENESS: Paras/RVR Drivers are to be aware that anything they say may be used against them in later meetings or proceedings.

SUBD. 4. OPPORTUNITY FOR DEFENSE: Paras/RVR Drivers will be given the opportunity to produce witnesses and/or statements in their own behalf.

SUBD. 5. AWARENESS: Paras/RVR Drivers are to be aware that they have the right to be personally confronted by the accuser(s) and /or witnesses whose statements allegedly support the charge.

SUBD. 6. TIMELINES: In most cases, charges must be both substantiated and punitive action taken or dismissed within ten (10) working days of notification to the Para/RVR Driver that an alleged violation of rules, regulations, and/or directives has occurred. The FED may take more than ten (10) working days to decide about an alleged violation in order to complete an investigation. A good faith effort will be made to complete any investigation and make a subsequent determination within thirty (30) working days. Any disciplinary action shall comply with law and regulation, shall be fair and equitable, and shall be consistent with the principle of progressive discipline. Any disciplinary action shall be subject to the grievance process.

Section 4. Para/RVR Driver Representation: When a Para/RVR Driver is to receive any discipline, the Para/RVR Driver shall, at all times, be entitled to have present an EMFED representative of Para's/RVR Driver's choice. When a Para/RVR Driver has requested the presence of such a representative, no action shall be taken with respect to the Para/RVR Driver without having the representative present. Prior to issuing a formal warning or reprimand, the Para/RVR Driver concerned will be informed of Paras'/RVR Drivers' rights and given not less than three (3) working days to decide whether or not Para/RVR Driver desires an EMFED representative to be present. Should the Para/RVR Driver decide to waive this right; such waiver will be in writing, with a copy of the waiver furnished to the EMFED and the FED. At no time will any statement or inference be made by the FED that such representation would work to the detriment of the Para/RVR Driver.

Section 5. Correction of Deficiencies: In the event any individual or group believes a Para/RVR Driver has been deficient in behavior, questions and/or complaints about such behavior shall be directed first to that Para/RVR Driver or to the supervisor. If questions and/or complaints are directed to a supervisor, the Para/RVR Driver involved is to be made aware of them, if possible, within four (4) working days after the incident and given an opportunity to answer the questions and/or resolve the complaints.

Questions or complaints that are not satisfactorily answered or resolved by the Para/RVR Driver involved or the Para's/RVR Driver's supervisor may then be referred to the Superintendent. The Superintendent shall give the Para/RVR Driver written notice of any alleged deficiencies, indicating the correction expected, and specify an amount of time in which to make the correction.

Section 6. Unfair Practices: At no time will any Para/RVR Driver be subjected to attempted or consummated interference, restraint, coercion, or discrimination by the FED when engaged in the exercise of those rights guaranteed by the law and this Agreement.

Section 7. Grounds for Disciplinary Action: A Para/RVR Driver may challenge the contents of any written materials in the Para's/RVR Driver's personnel file. A Para shall be suspended without pay only for just cause, and such action shall be subject to the grievance procedure.

Section 8. Suspension Without Pay:

SUBD. 1. PROCEDURE: Suspension without pay shall be imposed only by the Superintendent/Governing Board. If a suspension without pay is to be considered pursuant to Section 2. above, the Para/RVR Driver shall be afforded an opportunity to meet with the Superintendent/Governing Board. The Para/RVR Driver may elect to have representation in attendance at any such meeting.

SUBD. 2. SUBJECT TO ARBITRATION: Suspension without pay shall take effect only after written notification from the Superintendent to the Para/RVR Driver stating the grounds. The Para/RVR Driver shall have the right to invoke the grievance procedures set forth in this Agreement at the arbitration level, provided written notification requesting arbitration is sent to the Superintendent within ten (10) working days after receipt of the written notice of suspension without pay. The arbitrator's authority shall include a review of whether the suspension without pay and length thereof were appropriate considering all circumstances surrounding the action.

SUBD. 3. REMOVAL FROM DUTY – INVESTIGATION: Nothing in this article shall apply to a Para/RVR Driver who is removed from duty pending investigation of allegations, which period shall be covered by a paid suspension and which shall not be subject to the grievance procedure.

ARTICLE XVII - GRIEVANCE PROCEDURE

Section 1. Definitions:

SUBD. 1. GRIEVANCE: A “grievance” shall mean a dispute or disagreement regarding the application or interpretation of any term of this Agreement.

SUBD. 2. GROUP OF PARAS/RVR DRIVERS: A group of Paras/RVR Drivers may file a grievance if a complaint arises out of the same transaction or occurrence and the facts and claim are common to all members of the group. Such grievances must be in writing and signed by the grievant(s) or an EMFED representative of the group.

SUBD. 3. EMFED GRIEVANCE: The EMFED may file a grievance if a complaint involving two (2) or more Paras/RVR Drivers arises out of the same transaction or occurrence and the facts and claim are common to all members of the group. In order to pursue such a grievance, the EMFED must provide the names and signatures of the affected Paras/RVR Drivers no later than the third (3) level of the grievance procedure. An EMFED grievance may proceed only as to the Paras/RVR Drivers identified in the appeal to arbitration. The EMFED may also file a grievance if the allegation involves a specific right of the EMFED as provided in this Agreement.

Section 2. Representatives:

SUBD. 1. REPRESENTATION OF GRIEVANT(S): The grievant(s) may be represented during any step of the procedure by any person or agent designated by the EMFED to act in the Para's/RVR Driver's behalf.

SUBD. 2. REPRESENTATION OF FED: The FED may be represented during any step of the procedure by any person or agent designated by the FED to act in its behalf.

Section 3. Definitions and Interpretations:

SUBD. 1. EXTENSION: Time limits specified in this Agreement may be extended by mutual, written agreement.

SUBD. 2. DAYS: Any reference to “days” regarding time periods in this procedure shall refer to working days. A “working day” is defined as all week days not designated as holidays by state law.

SUBD. 3. COMPUTATION OF TIME: In computing any period of time prescribed or allowed by procedures in this article, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event, the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

SUBD. 4. FILING AND POSTMARK: The filing or service of any notice or document required by this Agreement 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.

Section 4. Time Limitation and Waiver: Following informal discussion, a grievance shall not be valid for consideration unless the grievance is submitted to the FED's designee in writing, signed by the grievant(s) or the EMFED, setting forth the facts and the specific provision(s) of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date that the first event giving rise to the grievance occurred or when the grievant(s) becomes aware of the issue. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance.

Section 5. Adjustment of Grievance: The FED and the grievant(s) shall attempt to adjust all grievances which may arise during the course of employment in the following manner:

SUBD. 1. INFORMAL DISCUSSION: In the event that a Para/RVR Drivers, a group of Paras/RVR Drivers, or the EMFED believes a basis for a grievance exists, the Para/RVR Driver shall first discuss the alleged grievance with the supervisor(s) either personally or accompanied by a chosen EMFED representative.

SUBD. 2. LEVEL I: If, as a result of the informal discussion with the supervisor(s), a grievance still exists, the grievant(s) may invoke the formal grievance procedure on the form provided, signed by the grievant(s) and/or the EMFED representative. A copy of the grievance form shall be delivered to the supervisor(s). Within fifteen (15) days of receipt of the grievance, the supervisor(s) shall meet with the grievant(s) and/or the EMFED representative in an effort to resolve the grievance. The supervisor(s) shall indicate the disposition of the grievance in writing within fifteen (15) days of such meeting and shall furnish a copy of the disposition to the grievant(s) and their representative.

SUBD. 3. LEVEL II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent, provided such appeal is made in writing within fifteen (15) days after the receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time and must meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within fifteen (15) days after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties involved.

SUBD. 4. LEVEL III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the Governing Board, provided such appeal is made in writing within fifteen (15) days after receipt of the decision in Level II. If a grievance is properly appealed to the Governing Board, the Governing Board shall set a time and hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the Governing Board shall issue its decision in writing to the parties involved. At the option of the Governing Board, a committee or representative(s) of the Governing Board may be designated by the Governing Board to hear the appeal at this level and report the findings and recommendations to the Governing Board within twenty (20) days. Within twenty (20) days after completion of the appeal, the Governing Board shall then render its decision in writing and shall furnish a copy to the grievant and representative.

Section 6. Governing Board Review: The Governing Board reserves the right to review any decision issued under Level I or Level II provided the Governing Board or its representative(s) notifies the parties of the intention to review within fifteen (15) days after the decision has been rendered. In the event the Governing Board reviews a grievance under this section, the Governing Board reserves the right to reverse or modify such decision.

Section 7. Arbitration Procedures: In the event that the grievant(s) and the FED are unable to resolve any grievance, the grievance may be submitted to arbitration as defined in this article.

SUBD. 1. REQUEST: A request to submit a grievance to arbitration must be in writing and signed by the aggrieved party(ies), and such request must be filed in the office of the Superintendent within fifteen (15) days following the decision in Level III above.

SUBD. 2. PRIOR PROCEDURE REQUIRED: No grievance shall be considered by the arbitrator which has not first been duly processed in accordance with the grievance procedure and appeal provisions.

SUBD. 3. SELECTION OF ARBITRATOR: Upon the proper submission of a grievance under the terms of this procedure, the parties may, within fifteen (15) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Commissioner of the Bureau of Mediation Services to submit a list of seven (7) arbitrators to the parties, pursuant to PELRA, provided such request is made within fifteen (15) days after request for arbitration. The request shall ask that the list be submitted within fifteen (15) days after the receipt of said request. Within fifteen (15) days after receipt of the list, the parties shall alternately strike names, and the remaining name shall be the arbitrator to hear the grievance. The order of striking will be determined by lot.

SUBD. 4. HEARING: The grievance shall be heard by a single arbitrator, and both parties may be represented by such person(s) as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

SUBD. 5. DECISION: The decision by the arbitrator shall be rendered after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in PELRA. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

SUBD. 6. EXPENSES: Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording of the hearing shall be made at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, if only one party desires a transcript, the party requesting the transcript shall pay for the cost of the transcript.

SUBD. 7. JURISDICTION: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before him/her pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined and contained in this Agreement; nor shall 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 in this article; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include, but are not limited to, such areas of discretion or policy as the functions and programs of the FED, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, the arbitrator's order shall give due consideration to the statutory rights and obligations of the FED to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 8. Reprisals Forbidden: No reprisals of any kind will be taken by the FED against any Para/RVR Driver because of participation in this grievance procedure.

Section 9. Grievance Mediation: Any grievance may be submitted to grievance mediation through a written agreement. In that event, all timelines for processing a grievance will be suspended until grievance mediation is abandoned or successful.

ARTICLE XVIII - DURATION

Section 1. Period Covered: This Agreement shall be effective on July 1, 2023, and shall continue in effect through June 30, 2025, or until it has been modified or replaced by a successor Agreement. If the parties have not agreed to a new Agreement to take effect July 1, 2025, the terms of this Agreement shall continue in full force and effect until a successor Agreement is adopted which shall be fully retroactive to July 1, 2025.

Section 2. Effect: This agreement is not all inclusive. All reasonable personnel policies of the FED and all accumulated benefits not mentioned in this Agreement, including increments (when applicable) unless specifically waived by the Para's/RVR Driver's, shall remain in effect so long as they are consistent with the provisions of this Agreement. The provisions of this Agreement supersede all policies, rules, or regulations of the FED that are inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the FED to continue or discontinue existing or past practices regarding non-term and conditions of employment or prohibit the FED from exercising all management rights, functions, and prerogatives, except insofar as this exercise would be in express violation of any terms of this Agreement.

Section 3. Finality: Any matters relating to the current Agreement term, whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement except as provided by state law.

Section 4. Severability: The provisions of this Agreement shall be fully severable, and if any provision(s) or application thereof shall be held invalid or contrary to law, all other provisions or applications shall continue in full force and effect.

ARTICLE XIX - PUBLICATION

Section 1. Copies: This Agreement shall be posted on the FED website within forty-five (45) days after full ratification.

Section 2. Official Signatures: Four (4) official copies of this Agreement shall be retained for the purposes of record. These copies shall be signed by the chairperson and clerk of the Governing Board and the president and head negotiator of the EMFED. One (1) copy will be retained by the Governing Board; one (1) copy will be given to the Superintendent, and one (1) copy will be kept on file in the FED business office. Also, one (1) copy will be given to a representative of the EMFED.


This Agreement shall be effective only upon signatures of the EMFED representatives, through ratification by the members of the EMFED and the officers of the Governing Board, after authorization for such signatures is given by the Governing Board in appropriate action and recorded in its minutes.

~ Ratification Dates ~

~Office Signatures~

IN WITNESS WHEREOF;
I have subscribed my signature


This 24 day of April, 2024

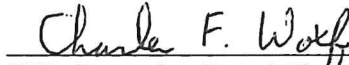

EMFED Lead Negotiator


EMFED President

IN WITNESS WHEREOF;
I have subscribed my signature

This 24 day of April, 2024


Lisa Anderson (May 14, 2024 13:30 CDT)
FED Governing Board Chair


FED Governing Board Clerk







Master Agreement Para.RVRD Contract 1

Final Audit Report

2024-05-14

Created:	2024-05-14
By:	Sharon Thiel (sthiel@fed.k12.mn.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAADBe-IsrDDbrQKj8eOgXFm-J-ZrujKBFJ

"Master Agreement Para.RVRD Contract 1" History

-  Document created by Sharon Thiel (sthiel@fed.k12.mn.us)
2024-05-14 - 4:15:26 PM GMT
-  Document emailed to lisa.anderson@isd2170.k12.mn.us for signature
2024-05-14 - 4:16:08 PM GMT
-  Email viewed by lisa.anderson@isd2170.k12.mn.us
2024-05-14 - 6:30:05 PM GMT
-  Signer lisa.anderson@isd2170.k12.mn.us entered name at signing as Lisa Anderson
2024-05-14 - 6:30:41 PM GMT
-  Document e-signed by Lisa Anderson (lisa.anderson@isd2170.k12.mn.us)
Signature Date: 2024-05-14 - 6:30:43 PM GMT - Time Source: server
-  Agreement completed.
2024-05-14 - 6:30:43 PM GMT

WAGE SCHEDULES

2023-2024 School Year (Fiscal Year 2024)

Steps	PARA	RVR Driver
Step 1	\$17.85	\$19.60
Step 2	\$18.05	\$19.90
Step 3	\$18.25	\$20.20
Step 4	\$18.55	\$20.50
Step 5	\$18.85	\$20.80
Step 6	\$19.15	\$21.15
Step 7	\$19.50	\$21.55
Step 8	\$19.85	\$21.95
Step 9	\$20.20	\$22.35
Step 10	\$20.55	\$22.75
Step 11	\$20.90	\$23.15
Step 12	\$21.25	\$23.55

2024-2025 School Year (Fiscal Year 2025)

Steps	PARA	RVR Driver
Step 1	\$18.20	\$19.95
Step 2	\$18.40	\$20.25
Step 3	\$18.60	\$20.55
Step 4	\$18.90	\$20.85
Step 5	\$19.20	\$21.15
Step 6	\$19.50	\$21.50
Step 7	\$19.85	\$21.90
Step 8	\$20.20	\$22.30
Step 9	\$20.55	\$22.70
Step 10	\$20.90	\$23.10
Step 11	\$21.25	\$23.50
Step 12	\$21.60	\$23.90