

AGREEMENT

between

HOLDINGFORD ISD #738

and

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

EDUCATIONAL ASSISTANTS

July 1, 2023 through June 30, 2025

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ARTICLE I - PURPOSE

Section 1. Parties. This Agreement is entered into between Independent District No. 738, Holdingford, Minnesota, hereinafter referred to as the District, and the International Union of Operating Engineers, Local No. 70, St. Paul, Minnesota, hereinafter referred to as the Exclusive Representative, 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 the Educational and Office Assistant workers of this District.

ARTICLE II - RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition. In accordance with the P.E.L.R.A., the District recognizes the International Union of Operating Engineers, Local No. 70, St. Paul, Minnesota as the Exclusive Representative for the Educational and Office Assistant workers employed by the District, which the Exclusive Representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in these provisions of this 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 III, Section 2 of this Agreement and the P.E.L.R.A. and in the certification by the Commissioner of Bureau of Mediation Services, if any.

Section 3. Negotiating Time. A maximum of two (2) union stewards shall be allowed time off to participate in negotiations and/or grievance meetings. Both parties agree such meetings will be set during non-work times whenever possible. When mediation and/or arbitration meetings are set during the stewards work hours, the stewards will not have their pay reduced for any work time missed.

ARTICLE III – DEFINITIONS

Section 1. Terms and Conditions of Employment. The term "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits, except retirement contributions or benefits, and the Employer's personnel policies affecting the working conditions of the employee. Terms and conditions of employment is subject to section 179A.07.

Section 2. Description of Appropriate Unit. For purposes of this Agreement, the term Unit shall mean all Educational, Pre-school and Office Assistant employees of Independent School District No. 738, Holdingford, Minnesota, who are public employees within the meaning of Minn. Stat. Section 179A.03, Subd. 14.

Section 3. School District. For purposes of administering this Agreement, the term "School District" or "District" shall mean the School Board or its designated representatives.

Section 4. Employee Status.

Subd. 1. Full-time Employees. Defined as employees who are scheduled to work six (6) or more hours per student session day.

Subd. 2. Part-time Employees. Defined as employees who are scheduled to work less than six (6) hours for student session day.

Section 5. Other Terms. Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV – SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights. A public employer is not required to meet and negotiate on matters of inherent managerial policy. Matters of inherent managerial policy include, but are not limited to, such areas of discretion or policy as the functions and programs of the Employer, its overall

budget, utilization of technology, the organizational structure, selection of personnel, and direction and the number of personnel. No public employer shall sign an agreement which limits its right to select persons to serve as supervisory employees or state managers under section 43A.18, Subd. 3, or requires the use of seniority in their selection.

Section 2. Management Responsibilities. The Exclusive Representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the District.

Section 3. Effect of Laws, Rules and Regulations. The Exclusive Representative recognizes that all employees covered by this Agreement shall perform the services prescribed by the School Board and shall be governed by the laws of the State of Minnesota and by School Board Rules, regulations, directives and orders issued by properly designated officials of the District. The Exclusive Representative 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. The Exclusive Representative also 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 of Minnesota, Federal Laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of State and Federal governmental agencies. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be void and without effect.

Section 4. Reservation of Managerial Rights. The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent managerial 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 District.

ARTICLE V – EMPLOYEE RIGHTS

Section 1. Right to View. Nothing contained in this Agreement shall be construed to limit, impair or effect the right of any employee or representative to the expression or communication of a view, grievance, complaint or as the same is not designed and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the Exclusive Representative.

Section 2. Right to Join. Pursuant to P.E.L.R.A., Section 179A.05, 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 an Exclusive Representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the District.

Section 3. Request for Dues Check-off. The Exclusive Representative shall be allowed dues check-off for its members, provided that dues check-off and the proceeds thereof shall not be allowed to any Exclusive Representative that has lost its right to dues check-off, pursuant to P.E.L.R.A. Upon receipt of a properly executed authorization card of the employee involved, the District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization in equal payroll installments. The District will notify the Exclusive Representative of changes in the District's eligible work force.

Section 4. Hold Harmless. The Exclusive Representative hereby warrants and covenants that it will defend, indemnify and save the District harmless from any and all actions, suits, claims, damages, judgments and execution or other forms of liability, liquidated or unliquidated, which any person may have or claims to have, not or in the future, arising out of or by reasons of the deduction of the fair share fee specified by the Exclusive Representative in writing as provided herein.

Section 5. Right of Notification. In accordance with Minnesota Statutes 2022,

section 179A.07 the District is responsible for the following information:

Subd. 1. Member Information. The District will provide the following contact information to the exclusive representative in spreadsheet format: name; job title; worksite location, including location within a facility when appropriate; home address; work telephone number; home and personal cell phone numbers on file with the public employer; date of hire; and work email address and personal email address on file with the public employer. The spreadsheet will be routinely updated and the exclusive representative will have full access to review the list at any time.

Subd. 2. New Hires. The District will notify the Exclusive Representative of any new staff hired to a position in the bargaining unit within 20 calendar days from the date of hire. The District will also provide 30 minutes paid time to the Exclusive Representative and new members within 30 calendar days of hire. When possible, the Exclusive Representative will meet with new hires as a group.

Subd. 3. Change in Employment Status. The District will notify the exclusive representative within 20 calendar days of the separation of employment or transfer out of the bargaining unit of a bargaining unit employee.

ARTICLE VI – RATES OF PAY

Section 1. Regular Rates of Pay. See Appendix A for rates of pay.

Effective 7/1/2023: Increase of \$1.50 per hour to current individual base rates of pay for 2023 – 2024.

Effective 7/1/2024: Increase of \$0.90 per hour to current individual base rates of pay for 2024 – 2025.

Educational Assistant start rate of pay:

- 2023– 2024 = \$15.65 per hour
- Second Year Educational Assistant rate: \$15.95

- 2024 – 2025 = starting rate of \$16.25 per hour
- Second Year Educational Assistant rate: \$16.55 per hour
- Third Year Educational Assistant rate: \$16.85 per hour

Grade V Assistants start rate of pay:

- 2023 – 2024 = \$17.40 per hour
- 2024 – 2025 = \$18.30 per hour

Section 2. Severance.

Subd. 1. Sick Leave. A full-time employee that has accrued sick leave and leaves the employment of the School District under good terms, after fifteen (15) or more years of service, shall receive from the School District as severance, one fourth (1/4) of his/her accrued sick leave hours multiplied by the employee’s current rate of pay and any banked leave earned during the Paid Time Off (PTO) trial during 2017 – 2019.

Subd. 2. Matching Annuity. The District will match on a dollar for dollar basis an annual employee’s contribution to a 403b annuity. For full-time employees the District will match:

<u>Years of Service</u>	<u>District Match</u>
1 – 5	\$100.00
6 – 10	\$200.00
11 – 15	\$300.00
16 – 20	\$400.00
21+	\$500.00

Total years of service determine the level and your scheduled hours determine the pro-rated amount.

Section 3. Longevity. After ten (10) years of service to the District, an employee shall receive in addition to their hourly rate of pay, an additional \$0.45 per hour.

Section 4. Teacher Assistant-Level 1-Special Assignment Stipend. Employees who are assigned Teacher Assistant-Level 1- Special Assignment shall receive their salary plus ten percent (10%). This assignment will be the same as a

Teacher Assistant-Level 1 with the additional criteria:

1. The student must demonstrate a unique special education or medical need. The need for a child specific Para (1:1) should be required on the student's IEP.
2. This need will be based on the mental/physical handicap of the student. The student will require extra help as required on the IEP with personal hygiene and/or medical needs or show a pattern of unsafe (or intense) behavior. Examples of this could be: shower student for return to class, change sanitary pad, clean student after bathroom use, launder soiled clothing, change student diapers, blood glucose testing, urine glucose testing, toilet training, regular exposure to bodily fluids, wash up after meals, using feeding tubes, using catheters, transfer student to and from toilet, transfer student from wheelchair to floor, transfer student from floor to wheelchair, transfer student from wheelchair to vehicle, using stair climber, and putting student in stander. Examples of unsafe (or intense) behavior needs could be: physically acting out behavior, or a pattern of self-injurious behavior. This would include hitting, kicking, spitting, throwing things, etc.
3. Assignment to Read Naturally Program.
4. General Education Classroom supervision of students as an addition to original assignment.
5. Assignment to Level 3 Setting Room.
6. The placement into this assignment will be made by the Superintendent.

It is agreed that once the Teacher Assistant is no longer assigned to the above described student, the Teacher Assistant will return to the Level 1 Teacher Assistant salary.

Effective 7/1/2023: This stipend has been converted to ten (\$0.10) cents per hour onto the first year's base wage rate.

NEW: Section 6 – Additional Assignments: Employees who are assigned committees or involved in IEP's, etc., shall be paid for all hours in attendance at the regular rate of pay.

NEW: Section 7 – Field Trips/ Off Campus Assignments: Educational Assistants who are assigned field trips or other off campus activities shall not have a thirty (30) minute lunch deduction from hours worked.

ARTICLE VII – GROUP INSURANCE

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

Section 2. Health and Hospitalization Insurance. Employees who work 6 or more hours per day (30 hours per week, or more, as defined in Article III, Section 4, Subd. 1) shall receive the full amount of the District contribution defined as follows:

Subd. 1. Single Coverage. The District shall contribute a prorate share up to \$9,879.27 in 2023 – 2024 and \$10,274.44 in 2024 – 2025 towards the premium for individual coverage for each employee employed by the District who qualifies for and is enrolled in the District's group health plan.

Premiums are paid monthly. Any balance left to the District's monthly contribution shall be deposited into the employee's VEBA account.

Subd. 2. Dependent Coverage. The District shall contribute a prorate amount of up to \$13,408.40 - in 2023 – 2024 and \$13,944.73 in 2024 – 2025 for each employee employed by the District who qualifies and is enrolled in the District's group health plan.

Premiums are paid monthly. Any balance left to the District's monthly contribution shall be deposited into the employee's VEBA account.

* Those employees who are not enrolled in the District's insurance plan will be enrolled in the District's sponsored VEBA contribution with the minimum contribution being \$450.00 for 2023-2024 and \$500.00 for 2024-2025 for 1,125 hour employees. Employees working less than 1,125 hours per year shall receive a pro-rated amount. The FSA contribution will be deposited into individual accounts as of January 1, of each year.

Subd. 3. Claims Against the District. It is understood that the District's only obligation is to purchase a group health and hospitalization insurance policy and pay such amounts agreed to herein and no claim shall be made against the District as a result of a denial of insurance benefits by an insurance carrier.

Subd. 4. Duration of Insurance Contributions. An employee is eligible for District contribution as provided in this Article as long as the employee is employed by the District. Upon termination of employment, all District contribution shall cease.

Subd. 5. Eligibility. Benefits provided in this Article are intended to apply to all employees covered by this Agreement.

Subd. 6. Health and Hospitalization Contract Re-opener. In the event this Contract will cause or does cause penalties, fees, or fines to be assessed against the School District, the parties agree to reopen negotiations that may result in a revised Contract between the parties that eliminate or reduce penalties, fees, or fines to be assessed against the School District. The amount of any reduction in the School District's contribution towards the employee's health care benefits as a result of addressing the 'highly compensated employee' component of the Affordable Care Act (ACA) will be placed into another School District provided benefit(s) (i.e., a retirement HAS, salary, combination, etc.) as agreed upon between the parties.

Subd. 7. Early Separation. If the employee leaves the employ of the District prior to the end of the fiscal year, premiums shall be prorated based on the number of days worked to the point of separation. If the employee has used more premium than earned the employee will pay the District the amount of such premium used in excess of the amount earned.

Section 3. Immunization. The employer shall be required to pay the cost of hepatitis immunization if the employee chooses to receive the immunization.

Section 4. Life Insurance. The District will contribute the cost of life insurance policy equal to an employee's annual earnings. All benefits will be paid according to the terms of the insurances contract in force at the time of the claim.

Section 5. Long Term Disability. The District shall provide and contribute the full premium cost for Long Term Disability Insurance at the Districts expense for all eligible employees.

Earned leave will be credited to the Leave Management system on July 1 of each year. This includes sick leave and personal leave.

If the employee leaves the employ of the District prior to the end of the fiscal year, personal leave shall be prorated based on the number of days worked to the point of separation. If the employee has used more leave than earned, the employee will pay the District the amount of such leave used in excess of the amount earned.

ARTICLE VIII – LEAVES OF ABSENCE

Earned Leave will be credited to the Leave Management system on July 1 of each year. This includes sick leave and personal leave.

If the employee leaves the employ of the District prior to the end of the fiscal year, personal leave shall be prorated based on the number of days worked to the point of separation. If the employee has used more leave than earned the

employee will pay the District the amount of such leave used in excess of the amount earned.

Section 1. Sick & Safe Leave.

Subd. 1. Employees. Shall accrue sick & safe leave on the basis of ten (10) days per year accumulated to sixty-five (65) days. On June 30th the accumulated sick & safe leave will be reduced to the maximum accumulation of sixty-five (65) days. The added ten (10) days on July 1 will allow the employee to carry a maximum of seventy-five (75) days throughout the fiscal year.

Subd. 2. Sick Leave Usage. Sick & safe leave with pay shall be allowed whenever an employee's absence is found to have been due to illness and/or disability which prevented attendance and performance of duties on that day or days.

- A. Sick & safe Leave may be taken in increments of one (1) hour. The sick & safe leave may be used to care for a sick spouse, dependent child or dependent parent and those immediate family members as defined M.S. 181.9413. Additional days without pay may be granted subject to the approval of the Superintendent or his/her designee. The Employer may require the employee to furnish a doctor's certification. If required, the employee will be notified in advance.

Subd. 3. Sick & Safe Leave Verification. The District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick & safe leave after three (3) consecutive days of illness. The District shall have the right to refuse to put an employee back to work until the employee has a medical statement that the employee is physically able to perform the work required.

Subd. 4. Deduction of Sick & Safe Leave. Sick leave allowed shall be deducted from the current earnings before using any accumulated sick leave earned by the employee.

Subd. 5. Sick & Safe Leave Request Form. Sick & safe leave pay shall be approved by the principal designee through the Leave Management System.

Subd. 6. Sick & Safe Leave Status Notification. Employees will receive a statement of their sick & safe leave status once per year on the first practicable payday of the school year.

Subd. 7. Early Separation. If the employee leaves the employ of the District prior to the end of the fiscal year, sick & safe leave shall be prorated based on the number of days worked to the point of separation. If the employee has used more sick & safe days than earned the employee will pay the District the amount of such sick & safe leave used in excess of the amount earned.

Section 2. Worker's Compensation. Pursuant to M.S. 176, an employee injured on the job in the service of the District and collecting Worker's Compensation Insurance, may draw sick & safe leave and receive full salary from the District, the salary to be reduced by an amount equal to the Worker's Compensation Insurance payments and only that fraction of the days not covered by Insurance will be deducted accumulated sick & safe leave.

Section 3. Emergency Leave.

Subd. 1. A full-time employee shall be granted five (5) noncumulative paid emergency leave days at the beginning of each school year to be used at the discretion of the employee for such emergencies as deaths, funerals, family illnesses not covered by sick & safe leave, court appearances, estate settlements and acts of God. Those five (5) days will not be deducted from sick & safe leave. An employee shall also be able to use eight (8) additional days that shall be deducted from sick & safe leave.

Subd. 2. Requests for Emergency Leave. Requests for Emergency Leave shall be arranged with the Superintendent, or in the absence of the Superintendent, the principal, as soon as possible, either in person or via telephone. A formal request for paid Emergency Leave shall be made in writing as soon as practical.

Section 4. Medical Leave.

Subd. 1. Medical Leave Usage. An employee, who has completed the initial probationary period, who is unable to perform duties because of illness or injury and who has exhausted all accumulated sick & safe leave, may, upon request, be granted a medical leave of absence, without pay, up to six (6) months. This leave may be renewed at the discretion of the District.

Subd. 2. Requests for Medical Leave. A request for a medical leave of absence, or renewal thereof, under this section shall be accompanied by a written doctor's statement outlining the condition of health and an estimated time at which the employee is expected to be able to assume all prior responsibilities.

Section 5. Parental Leave. A maternity/parental or adoption leave of absence without pay shall be granted for a period of up to twelve (12) weeks to a natural parent or adoption parent, who requests such leave in writing, in conjunction with the birth or adoption of a child.

Subd. 1. Requests for Parental Leave. A request for maternity/parental or adoption leave shall be at least thirty (30) days prior to the date on which the leave is to begin. The request for maternity/paternity leave will indicate the intended date of return. Every reasonable effort will be made to abide by these dates.

Subd. 2. Granting of Parental Leave. Any employee parent-to-be may request parental leave in writing to the School Board, and such leave shall be granted when the leave requested is to begin at any time between the commencement of the pregnancy or adoption. All requests that are granted shall include either a physician's statement certifying the pregnancy, a copy of the birth certificate, or a copy of notification of adoption.

Subd. 3. Sick & Safe Leave Usage. All or any portion of a leave taken by an employee because of disability caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefore are temporary disabilities and may at the employee's option, be charged to her available sick & safe leave, providing the employee has not been on unpaid leave of absence immediately prior to her disability. If the School Board has cause to believe that improper use of sick & safe leave has been made, it may require an employee to provide medical evidence of illness.

Section 6. Military Leave. Military leave shall be granted in accordance with Minnesota Statutes.

Section 7. Jury Duty. A leave with pay shall be granted to any employee on jury duty. All monies received from the court for the jury duties shall be turned over to the District, except for expenses.

Section 8. Personal Leave. All employees as defined in Article III, Section 4 of the Agreement shall be granted up to three (3) days of personal leave each school year, which is accumulative to six (6) days. A maximum of three (3) days will be allowed to be carried into the next fiscal year.

Employees who have fifty-five (55) days of sick leave accumulated after the last day of school shall be granted one (1) additional personal day in addition to the provisions in Article VIII – Leaves of Absence, Section 8. This allows an employee to carry up to a maximum of five (5) days. The employee must notify the business office by June 15 in order to receive this benefit. The additional day will be added on July 1.

Subd. 1. Request for Personal Leave. Requests for personal leave shall be submitted to the employee's supervisor three (3) days prior to taking such leave, except in an urgent situation. At no time shall more than two (2) employees be granted personal leave on any one given day in the elementary building and no more than 1 employee from the secondary (middle school/high school) building. This limit may be exceeded at the discretion of the employee's immediate supervisor in

case of a natural disaster or extenuating circumstances.

Subd. 2. Early Separation. If the employee leaves the employ of the District prior to the end of the fiscal year, personal leave shall be prorated based on the number of days worked to the point of separation. If the employee has used more personal leave than earned the employee will pay the District the amount of such leave used in excess of the amount earned.

Section 9. Extended Leave of Absence. This Article shall not preclude any Educational Assistant from requesting an unpaid leave at any time during the school year. After the Superintendent receives a written unpaid leave request, the Educational Assistant will meet with the Superintendent to discuss the request before the superintendent makes a decision. Unpaid leave will be approved at the discretion of the Superintendent and shall not be grievable.

Section 10. Credit. An employee who returns from an unpaid medical leave shall retain experience credit for pay purposes and other benefits which had accrued at the time the medical leave commenced. No credit shall accrue for the period of time that an employee was on an unpaid medical leave.

Section 11. Eligibility. Benefits provided in this Article are intended to apply to all employees covered by this Agreement.

ARTICLE IX – HOURS OF SERVICE AND WORK YEAR

Section 1. Normal Week. The normal work week shall consist of up to thirty-five (35) hours for Grade IV Assistants. The normal work week shall consist of up to forty (40) hours for Grade 5 Assistants. Hours worked shall be exclusive of unpaid lunch period. The normal work week and the work day may be modified by mutual consent.

Section 2. Overtime. Authorized overtime hours shall be paid at the overtime rate of 1.5 times the hourly rate after forty (40) hours as set forth in this Agreement.

Section 3. Lunch Period. In the event the principal requires the Educational

Assistant to work through his/her duty free lunch period of thirty (30) minutes, or their fifteen (15) minutes break period, the Educational Assistant shall be paid for all time worked.

Section 4. Breaks. Employees shall be given a fifteen (15) minute break for their first four (4) hours. Employees who work an additional three (3) hours shall receive a second fifteen (15) minute break.

Section 5. Part-time Employees. The District reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis. The District agrees, however, to first give current qualified employees the opportunity to work more hours (up to 40) whenever possible.

Section 6. Work Shift. Work shifts shall be established by the District. The District will, however, give at least ten (10) working days' notice before changing normal work shifts. A change in hours with less than ten (10) days' notice may be done with the mutual consent of the employee and the District.

Section 7. School Closing. In the event school is delayed or closed early because of inclement weather and any emergency, employees shall be excused at the time of delay or closing without a payroll deduction.

Section 8. Professional Development Day. Each employee shall be required to attend each year, in addition to the regular work year schedule, three (3) days, with pay, for professional development. No less than two (2) days shall be prior to the start of the school year. One (1) days shall be during the school year. The three (3) days may be taken in half hour increments. The workshop days and times will be scheduled by the School District.

Eight (8) hours of professional development will be provided to mid-year hires within 30 days of hire.

Section 9. Work Year. The work year shall consist of the number of student days listed on the school calendar. Grade 5 employees will work teacher

contract days.

Section 10. Reduced Hour Days. If school is let out early for meetings or other scheduled reduced hour school days, employees will be allowed to work out the remainder of the day, or employee may use flex time or personal leave.

Section 11. Paid Holidays. All employees covered by this agreement shall receive as paid holidays for the number of hours regularly schedule for the following holidays:

Thanksgiving	New Year's Day
Christmas Eve	Good Friday
Christmas Day	Memorial Day

Section 12. eLearning Days. The Superintendent may designate up to five (5) eLearning days per school year. When the Superintendent designates a regular school day as an eLearning day, the District will make reasonable efforts to notify paraprofessionals through the District's normal communication methods for inclement weather at least two hours before the normal school start time.

Subd. 1. Flexible Learning Day Plan: Each paraprofessional must submit a Flexible Learning Day Plan describing the work they will perform on eLearning days. Such work may include online professional development opportunities. The Flexible Learning day Plan must be filled out in its entirety and approved by the case manager prior to an e-Learning day.

Subd. 2. Paraprofessional Location: Paraprofessionals are not required to be physically present at a District building on an eLearning day. Weather permitting, however, paraprofessionals may choose to access their assigned building during an eLearning day.

Subd. 3. Communication Methods: Paraprofessionals will use the District's electronic systems (email and Google Suite) to communicate with students on eLearning days in accordance with instructions from the classroom teacher or case manager. The district will provide training to paraprofessionals on an internet phone system (such as Google calling) for communicating with parents and students on eLearning days. Paraprofessionals who need an electronic device to provide services on an eLearning day will be provided a device from the District.

Paraprofessionals should bring the device home anytime there is anticipated weather that may disrupt the school schedule.

Subd. 4. Summary of Work: After each eLearning day, paraprofessionals must submit a summary of the work they performed or the online professional development opportunities in which they participated. This summary can be attached to the pay period hours sheet.

Subd. 5. Personal Costs: Paraprofessionals may not seek reimbursement from the District for any personal costs that they incur in connection with an eLearning day, including, but not limited to, any costs associated with using electricity, the internet, a hotspot, or a personal device.

Subd. 6. Paid Leave: On eLearning days, paraprofessionals may use any form of paid leave that was approved before the school day was designated as an eLearning day. Paraprofessionals who are sick may use sick & safe leave on eLearning days, but they must enter the absence into the District's electronic reporting system and they must notify their building administrator so coverage can be arranged.

ARTICLE X – EDUCATION ASSISTANCE

Section 1. Education Assistance. The School District agrees to provide financial assistance for educational opportunities to employees covered by this Agreement under the following criteria:

1. All courses must be germane to the Assistants assignment and must be pre-approved by the Superintendent.
2. Upon presentation of documentation of successful completion of an approved course, the District shall reimburse the employee up to one hundred dollars (\$100.00) per employee, per contract year.

Section 2. Education Assistants Growth Tool. Once a year, each employee shall receive feedback through a growth tool. The tool will be completed by one or more licensed teacher(s) and one Special Education teacher/team where applicable.

The immediate supervisor will collect the forms and compile the results. The supervisor will set up a time to meet with the educational assistant to discuss results and answer any questions.

The Education Assistant professional growth tool shall not replace or be used as discipline as per Article XI.

ARTICLE XI – DISCIPLINE, DISCHARGE AND PROBATIONARY PERIOD

Section 1. Probationary Period. The first six (6) months of employment, not including summer layoff, 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. Upon notification of satisfactory completion of the probationary period, the employee shall be entitled to seniority standing from most recent date of hire by the District. Probationary employees shall have the right to bring a grievance on other provisions of the Agreement alleged to have been violated.

Section 2. Probationary Period, Change of Classification. In addition to the initial probationary period, an employee transferred or promoted to a different classification (grade) shall serve a new probationary period of three (3) months in any such new classification. During this three (3) month probationary period, if it is determined by the District that the employee's performance in the new classification is unsatisfactory, the District shall have the right to reassign the employee to the former position within the former classification.

Section 3. Discipline.

Subd. 1. Cause. An employee who has completed the probationary period may have disciplinary action imposed for cause.

Subd. 2. Procedure. Disciplinary action shall be conducted in private and not in the presence of students, teachers, or other School District personnel, except District administration, 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 office).
3. Suspension with or without pay, or demotion (copy to Union office).
4. Discharge (copy to Union office).

This subdivision 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. Discharge of Employees. Employees may be discharged without recourse during their initial probationary period. The District may discharge any permanent employee for cause.

Section 4. Seniority Dates. Employees shall acquire seniority upon completion of their initial probationary period as defined in this Agreement and, upon acquiring seniority, the seniority date shall relate back to the first date of continuous service in a position governed by this Agreement. If more than one employee commences work on the same date, seniority ranking for such employees shall be determined by the District at the date of hire.

ARTICLE XII - VACANCIES

Section 1. Postings. In the event of a job opening and/or a new position, said job opening and/or new positions will be posted within five (5) working days of the event. The job shall be posted for a period of five (5) working days and a recommendation will be made as soon as practicable to the School Board. Bargaining unit members shall be given the opportunity to bid for job opening

Subd. 1. Summer Job Postings. The School District will notify the Union Steward of any job postings that become available during the summer

months. It will be his/her responsibility to inform bargaining unit members of the posting.

Section 2. Filling Vacancies. When an employee bids for a position, seniority will be considered as a factor in filling the vacancy. The School District may also consider other qualifications. When an employee bids for a position, the School District will fill the position with the most qualified employee from the unit, however, the School District reserves the right to hire outside the unit if such an applicant is substantially qualified. The qualifications needed for a position shall be determined solely by the School District. When qualifications are substantially equal, the School District will give preference to the senior employee. An employee not given a position may request an explanation.

Section 3. Movement to Higher Grade. When an employee makes application and is awarded a position in a higher paid classification, he/she shall be moved to the higher pay grade at a step that creates an increase in pay. Employees will be required to accept or decline the offer.

Section 4. Summer Positions. If the District has unfilled summer positions, employment offers will be made to employees in order of seniority until the positions are filled.

ARTICLE XIII – REDUCTION IN FORCE

Section 1. Seniority. The parties recognize the principle of seniority in the application of this Agreement concerning reduction in force, provided the employee is fully qualified/licensed to perform duties and responsibilities of the position as determined by the Principal. An employee on layoff shall retain seniority and right to recall in seniority order for a period of twelve (12) months after the date of layoff.

Section 2. Layoff. In the event of layoff it shall be by seniority. The employees with the least seniority shall be considered for layoff first. When a position is eliminated, the employee in that position shall have the right to bump (displace) any employee with less seniority.

Section 3. Notification. In the event layoff becomes necessary, the School District shall notify the Union office and the employees involved at the earliest opportunity, but in no case less than fifteen (15) calendar days, unless in the case of a one-on-one position in which the student leaves the District.

Section 4. Recall. Employees shall be recalled in the reverse order of layoff; the last employee laid off shall be the first recalled.

Section 5. Education Assistant Seniority List. A draft of the District Education Assistant Seniority List will be posted no later than November 20 to allow for revisions. The District Education Assistant Seniority List will be adopted by the Board at its January meeting. Education Assistants shall have 30 days to submit corrections or amendments to the Seniority List. If an educational assistant's position on the seniority list is not challenged on the initial placement on the seniority list, it cannot be challenged until the next draft/list is issued.

ARTICLE XIV – GRIEVANCE PROCEDURE

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

Section 2. Representative. The employee, administrator, School Board or the Exclusive Representative may be represented during any step of the procedure by any person or agent designated by such party to act in the party's behalf.

Section 3. Definitions and Interpretation.

Subd. 1. Extensions. Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 2. Days. 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. Compensation of Time. In computing any period of time prescribed or allowed by procedures herein, 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 herein shall be timely if it is personally served or it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver. Grievance shall not be valid for consideration unless the grievance is submitted in writing to the District's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date of the first event giving rise to the grievance occurred. 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. An effort shall first be made to adjust an alleged grievance informally between the employee and the District's designee.

Section 5. Adjustment of Grievance. The District and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee with the District in the following manner:

Subd. 1. Level I. If the grievance is not resolved through informal discussion, the District's personnel director shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 2. Level II. In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within ten (10) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III. In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within ten (10) days after the receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the Board to hear the appeal at this level, and reports its findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. School Board Review. The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notify the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decisions.

Section 7. Denial of a Grievance. Failure by the School Board or its representative to issue a decision within the time period provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

Section 8. Arbitration Procedures. In the event that the employee and the School Board are unable to resolve any grievance, the grievance may be

submitted to arbitration as defined herein:

Subd. 1. Request. A request to submit a grievance to arbitration must be in writing signed by the Exclusive Representative, and such request must be filed in the Office of the Superintendent within ten (10) days following the decision in Level III of the grievance procedure.

Subd. 2. Prior Procedure Required. No grievance shall be considered by the arbitrator which has not been first 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 shall, 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 Bureau of Mediation Services to appoint an arbitrator, pursuant to P.E.L.R.A., providing such request is made within twenty (20) days after request for arbitration. The request shall ask the appointment be made thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Hearing. The grievance shall be heard by a single arbitrator and both parties may be represented by such persons or personnel 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 proceedings before the arbitrator shall be a hearing de novo.

Subd. 5. Decision. The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties, subject, however, to the limitations of arbitrations decisions as provided in P.E.L.R.A. The arbitrator shall issue a written decisions 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 party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request and expense of either party. The parties shall share equal fees and expenses of the arbitrator, the cost of the transcript or recording if requested by both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 7. Jurisdiction. The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein; 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 herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the School Board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations and the legal rights and obligations of the Exclusive Representative.

ARTICLE XV – PUBLIC OBLIGATION

Section 1. Public Obligation. The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the District to the continuous and uninterrupted operation of the school is of paramount importance. The Exclusive Representative agrees, therefore, that

during the terms of this contract, neither the Exclusive Representative nor any individual employee shall engage in any strike. For purposes of this section, the terms strike shall mean concerted action in failing to report for duty, the willful absence from one's position, sympathy strike, the stoppage of work, slowdown, or the abstinence in purposes of inducing, influencing and coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment. The Employer agrees there will be no lockout during the duration of this contract. The parties agree that this Article shall not be subject to the grievance or arbitration procedure but is enforceable in the Courts.

ARTICLE XVI - DURATION

Section 1. Term and Reopening Negotiations. This Agreement shall remain in full force and effect for a period commencing July 1, 2023 through June 30, 2025 and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement at its expiration, it shall give written notice of such intent no later than one hundred twenty (120) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days or less than thirty (30) days prior to the expiration of the Agreement.

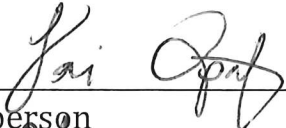
Section 2. Effect. This Agreement constitutes the full and complete Agreement relating to terms and conditions of employment and supersedes any and all prior agreements, resolutions, practices, District policies, rules and regulations concerning terms and conditions of employment inconsistent with these provisions.

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

Section 4. Severability. The provisions of this Agreement shall be severable, and if any provisions thereof or the application of any such provisions 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 THEREOF, the parties hereto have signed this Agreement:

For: Holdingford ISD #738



Chairperson

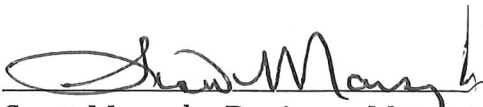


Clerk

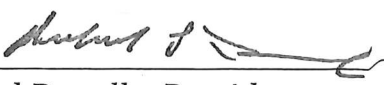


Chief Board Negotiator

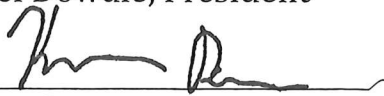
For: International Union of
Operating Engineers Local 70



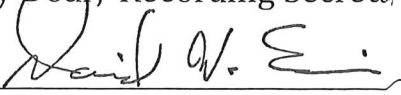
Scott Marsyla, Business Manager



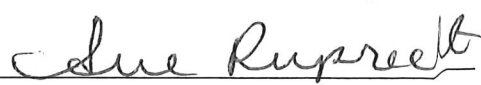
Michael Dowdle, President



Kirsty Doar, Recording Secretary



David Eiyneck, Business Representative



Sue Ruprecht, Steward

11/16/2023
Date:

11-17-2023
Date:

DE/mrm/opeiu#12
Contracts/Holdingford EA