# GOODHUE COUNTY EDUCATION DISTRICT #6051 SUPPORT STAFF CONDITIONS OF EMPLOYMENT

(Building Support Specialists, COTAs, SLPAs, Interpreters, and LPNs) 2023-2025

#### I. <u>Effective Dates, Termination, and Duties</u>

#### A. Effective Dates

The following Wage and Benefit package is effective 7/1/2023 - 6/30/2025.

#### B. Termination During the Term

Support staff are employees at will. During the contract term, the Education District may terminate the employee's employment without any reason or may terminate the employee's employment.

#### C. Duties

The support staff shall perform the duties outlined in their job description.

#### D. Probationary Period

Employees shall serve a six (6) month continuous working probationary period, but the Education District reserves the right to extend the probationary period to the end of the school year upon written notice to the probationary employee. Employees shall be formally evaluated at least once during the probationary period.

#### E. Evaluations

Employees shall be formally evaluated at least once every three years following the probationary period.

### II. <u>Duty Year and Leaves</u>

#### A Basic Work Year

- 1. The employee's work schedule will be determined by the Executive Director or designee, taking the requirements of the position into consideration.
- 2. Hours worked in excess of 40 hours per week will be paid at time and a half times the employee's hourly rate and shall be approved by the Executive Director or designee in advance. In case of an emergency, the Executive Director shall be notified during the next working day after the overtime is worked provided no prior approval can be given.
- 3. All hours worked on Sunday shall be paid at double time rates. Recognized holidays, if worked, shall be paid at time and one-half rate.
- 4. The employee's work schedule may be modified in the event of school closures either at the member district or education district level.

#### B. Emergency Days and E-learning Days

On emergency or e-learning days, Building Support Specialists, COTAs, Interpreters, and LPNs will either report for duty or be assigned professional development as determined by the Executive Director or designee. In the event of early dismissal or late start for emergency days employees will, if deemed safe to do so, remain at work, or will work remotely or assigned professional development as determined by the Executive Director of designee.

# C. Safe and Sick Leave

10 Month Employee	11 Month Employee	12 Month Employee
10 Days	11 Days	12 Days

Employees must work at least 20 hours a week to qualify for sick and safe leave benefits. Days are interpreted as the length of your regularly scheduled workday. For example, if you normally work six hours per day, three days of leave is interpreted to mean three days that are six hours in length, which is 18 hours. To request one day of leave, your request form would show that you plan to use six hours of leave. Annual sick and safe leave shall accrue monthly as it is earned on a proportionate basis to the employees work year. The Education District may require an employee to furnish a medical certificate from a qualified physician indicating that the absence was due to illness of the employee, spouse or dependent.

Sick leave use is defined in MN Statute 181.9413. An employee may use personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's child, as defined in section 181.940, subdivision 4, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury.

An employee may use sick leave as allowed under this section for safety leave, whether or not the employee's employer allows use of sick leave for that purpose for such reasonable periods of time as may be necessary. Safety leave may be used for assistance to the employee or assistance to the relatives described in paragraph (a). For the purpose of this section, "safety leave" is leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or harassment or stalking. For the purpose of this paragraph:

- 1. "domestic abuse" has the meaning given in section <u>518B.01</u>;
- 2. "sexual assault" means an act that constitutes a violation under sections 609.342 to 609.3453 or 609.352; and
- 3. "harass" and "stalking" have the meanings given in section 609.749.

An employer may limit the use of safety leave or personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent to no less than 160 hours in any 12-month period. This does not apply to absences due to the illness or injury of a child, as defined in section 181.940, subdivision 4.

For purposes of this section, "personal sick leave benefits" means time accrued and available to an employee to be used as a result of absence from work due to personal illness or injury, but does not include short-term or long-term disability or other salary continuation benefits.

For the purpose of this section, "child" includes a stepchild and a biological, adopted, and foster child.

For the purpose of this section, "grandchild" includes a step-grandchild, and a biological, adopted, and foster grandchild.

This section does not prevent an employer from providing greater sick leave benefits than are provided for under this section.

An employer shall not discharge, discipline, penalize, interfere with, threaten, restrain, coerce, or otherwise retaliate or discriminate against an employee for requesting or obtaining a leave of absence under this section.

This section does not prevent the Education District from providing greater sick leave benefits than are provided for under this section. Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to his/her illness and/or disability which prevented attendance at school and performances of duties on that day or days.

Employees shall be allowed to accumulate up to 130 days. If an employee resigns or retires, accumulated sick leave is forfeited.

#### D. Bereavement Leave

Bereavement leave shall be granted up to a total of five days per incident for the death(s) of a spouse, child, stepchild, ward, or parent/guardian, grandchild, grandparent, sister, brother, aunt, uncle, niece, nephew, first cousin and the same in-laws. No deductions will be made for the first 3 days; however, the next 2 days shall be deducted from accrued sick leave days. The Executive Director, at his or her discretion, may grant that up to 2 sick days may be used for the illness, disability or death of a close friend or other relative not specified in the subdivision above.

#### E. Personal Leave

Employees must work at least 20 hours a week to qualify for personal leave benefits. Days are interpreted as the length of your regularly scheduled workday. For example, if you normally work six hours per day, three days of leave is interpreted to mean three days that are six hours in length, which is 18 hours. To request one day of leave, your request form would show that you plan to use six hours of leave. Personal leave may be granted to employees working pursuant to a letter of appointment at the discretion of the Executive Director of no more than 3 days per year, noncumulative, for business or critical personal situations that arise which cannot be attended to when school is not in session. Personal leave will be prorated for employees starting after July 1..

Requests for personal leave must be made in writing to the Executive Director at least 3 days in advance. Not more than one person per program will be approved for personal leave on a particular day. Personal leave days shall not be granted for the first and last days of the school year. The Executive Director or designee may allow exceptions.

At any time, no more than 1 employee within this agreement per building can be out on a personal leave with a limit of 2 total for the Education District.

#### E. Jury Duty Leave

If the employee is absent because of jury service, the employee will receive regular salary from the Education District during this period of service, provided that the pay received for this jury service, less any reimbursement for mileage and expenses, will be relinquished to the Education District.

# F. Family Medical Leave

Pursuant to the Family Medical Leave Act, 29 U.S.C. 2601 et. seq., an eligible employee shall be granted, upon written request, up to 12 weeks of unpaid leave per 12-month period in connection with (1) the birth and first-year care of a child, (2) the adoption or foster placement of a child, (3) the serious health condition of a support personnel's spouse, child, or parent, and (4) the support personnel's own serious health condition.

Requests shall be made to the Executive Director at least 30 days in advance when practicable. Support Personnel are expected to make reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the Education District. Paid leave must be exhausted before unpaid leave may be used.

### G. Leave of Absence

A leave of absence (without pay) may be granted up to one year, with Education District Board approval, to employees with at least 3 years of service Employees must notify the District of their intent to return by April 1, of the school year preceding their return.

#### H. Holiday Pay

The Education District recognizes the following holidays: New Year's Day, President's Day or float holiday if school is in session, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve, and Christmas Day.

Employees must work at least 20 hours a week to qualify for holiday pay. Employees working pursuant to a letter of appointment and regularly scheduled to work a minimum of 7 hours per day and 210 days per year over a 12 month work year will be paid for all holidays that fall during a week in which they work. These employees will also receive 1 paid holiday to be used at their discretion.

Employees working a minimum of 20 hours per week and 50 days per year over a 9 month school calendar will receive holiday pay for Thanksgiving Day, Thanksgiving Friday, Christmas Eve, Christmas Day, New Year's Day and Memorial Day. They must submit on their timecard the number of hours equal to a normal work day for the holiday.

#### H. Vacation Pay

Current Year Number	11 & 12 Month Employees
Years 1	4 Days
Years 2-9	8 Days
Years 10-19	12 Days
20+ Years	16 Days

Employees working a minimum of 7.5 hours per day and 11 or 12 months per year are eligible for vacation pay. Employees working at least 7.5 hours per day 11 or 12 months per year will receive the number of vacation days described in the schedule above. The scheduling of vacations shall be approved by the Executive Director or designee.

Days are interpreted as the length of your regularly scheduled workday.

In the event of a Support Personnel termination, the Support Personnel may then receive pay, therefore, in lieu of his/her actual use of the vacation time.

#### III. <u>Insurance</u>

#### A. Health and Dental Insurance

Group Insurance: Health and Dental Insurance shall be available for Support Personnel.

For the 2023-2024 year, the Education District shall contribute to Health Insurance up to \$450/month to pay health-hospitalization insurance for employees working at least 30 hours per week and 175 days per year. For the 2024-2025 year, the Education District shall contribute to Health up to \$550/month for employees working at least 30 hours per week and 175 days per year.

Any additional premium, including premiums for those employees not eligible for the above contribution shall be the responsibility of the employee.

# B. Life Insurance

The Education District pursuant to their letter of appointment shall provide a group term life insurance plan for Support Personnel, providing \$75,000 of coverage for the employee, payable to the employee's named beneficiary.

Income protection insurance shall be available for Support Personnel working a minimum of 200 days per year and 30 hours per week pursuant to a letter of appointment.

The Education District shall contribute the full premium for said coverage for those employees working 30 hours per week and at least 200 days.

# C. Claims Against the Education District

The eligibility of the employee, or the employee's dependents or beneficiary for insurance benefits shall be governed by the terms of the insurance policies purchased by the Education District pursuant to this section. It is understood that the Education District's only obligation is to purchase the insurance policies described herein, and no claim shall be made against the Education District as a result of denial by an insurer of insurance benefits if the Education District has purchased the policies and paid the premiums described herein.

# IV. Workers Compensation

An employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act who elects to receive sick leave or vacation pay pursuant to this policy shall submit his/her Workers' Compensation check endorsed to the school district prior to receiving payment from the Education District for this absence.

#### V. <u>Incentive System</u>

The Incentive System encourages staff to pursue job-related training and education, and provides incentive pay to be added to the individual's base rate of pay. To be eligible for incentive credit, the activity has to meet an approval process and be pursued on the employee's time and at the employee's expense. It is understood that the Education District also at times provides training and education on the Education District's time and at the Education District's expense. These activities would not be eligible for incentive credit. The Incentive System is described below:

- A. Increments: Thirty (30) hours are required to receive a 10 cents increase to a maximum of 150 hours. Incentive training could earn an employee an additional 50 cents per hour in addition to base pay.
- B. Start of Incentive System: Incentive training must have been obtained after July 1, 2022, in order to qualify for incentive pay.
- C. Pre Approval: Incentive pay experience must be pre-approved by the Executive Director or designee. Once properly documented and submitted to the Executive Director the pay adjustment will be made. Credits must be submitted to the Executive Director prior to September 1st and/or February 1st. Credits submitted by September 1st and approved will result in a salary change for the entire school year. Those submitted by February 1st and approved will result in a one-half (1/2) year salary change. There are no time limits on putting the thirty (30) hours together.

#### VI. Salary

For the 2023-2024 and the 2024-2025 school year, salaries are paid according to the Education District Board approved Wage Grid (Appendix A)

# Increment Step

An employee must work at least 30 hours a week and 100 days during the previous school year to be eligible for the next step of the wage schedule the following year.

Longevity increases will be given as described below:

5-9 years of service \$.50/hour 10 –14 years of service \$.75/hour 15+ years of service \$1.00/hour Longevity will be paid out in 18 or 24 pay periods.

# APPENDIX A SUPPORT STAFF WAGE SCHEDULE

# 2023-2024

STEP	Building Support Specialist	LPN	Interpreter/COTA/S LPA
1	\$17.19	\$19.51	\$27.32
2	\$17.64	\$19.95	\$27.93
3	\$18.09	\$20.41	\$28.54
4	\$18.52	\$20.86	\$29.15
5	\$18.97	\$21.29	\$29.76
6	\$19.43	\$21.75	\$30.38
7	\$19.87	\$22.20	\$30.99
8	\$20.48	\$22.81	\$31.61
9	\$21.09	\$23.42	\$32.21
10	\$21.70	\$24.03	\$32.82

# 2024-2025

STEP	Building Support Specialist	LPN	Interpreter/COTA/S LPA
1	\$18.19	\$20.51	\$29.04
2	\$18.64	\$20.95	\$29.65
3	\$19.09	\$21.41	\$30.26
4	\$19.52	\$21.86	\$30.88
5	\$19.97	\$22.29	\$31.49
6	\$20.43	\$22.75	\$32.10
7	\$20.87	\$23.20	\$32.71
8	\$21.48	\$23.81	\$33.32
9	\$22.09	\$24.42	\$33.93
10	\$22.70	\$25.03	\$34.54

Initial placement on the salary schedule will be determined by the Education District dependent on relevant experience in the field.

# **Mileage**

Approved mileage will be reimbursed at the current Federal Rate.

# APPENDIX B

# TAX-DEFERRED, MATCHING-CONTRIBUTION PLAN:

1. The Education District shall contribute an amount equal to the employee contribution in a tax-deferred, matching-contribution plan, subject to the schedule below:

Years of Service in the Education District	<b>Education District Match</b>
0-3	\$500
4-10	\$750
11-20	\$1000
21+	\$1500

- 2. The Education District's matching contributions in this section will be fully vested upon the employee completing four (4) years of service. Any Education District matching contributions for employees who leave prior to vesting will revert back to the Education District.
- 3. Such plan shall be approved and subject to applicable provisions of Minnesota Statutes and IRS Code Section 403 (b) or IRS Code Section 457 and any amendments thereto.
- 4. The Education District's contributions are not payable unless the employee authorizes a matching salary reduction.
- 5. Part-time employees shall be eligible for prorated contributions provided the employees authorize salary reductions of an equivalent amount paid to the plan for the same period.
- 6. The Education District's contributions and matching employee contributions will be made to a company of the employee's choice from vendors on approved list. The employee is responsible to make all arrangements required by the vendor to ensure that proper payment is made by the Education District.
- 7. Participation in the plan shall be voluntary.
- 8. Employees who are eligible to participate shall inform the Education District Office in writing of any change in annuity participation between July 1 and October 15. No other additions and/or deletions outside of this open enrollment period will be allowed during the course of the calendar year unless a defined need can be demonstrated and approved by the Director.