

Labor Agreement

Between

Independent School District 622

And

School Service Employees Local 284

Behavior Intervention Specialists

For

Contract Years

July 1, 2023 to June 30, 2025



School District 622

NORTH ST. PAUL | MAPLEWOOD | OAKDALE

Ready for tomorrow

Table of Contents

Article I	Purpose	1
	Section 1: Parties	1
Article II	Recognition of Exclusive Representative	1
	Section 1: Recognition	1
	Section 2: Appropriate Unit	1
Article III	Definitions	1
	Section 1: Terms and Conditions of Employment	1
	Section 2: Description of Appropriate Unit	1
	Section 3: Definition	1
	Section 4: Other Terms	1
Article IV	Employees Rights	2
	Section 1: Right to View	2
	Section 2: Right to Join	2
	Section 3: Request for Payroll Deduction, Authorization and Remittance	2
	Section 4: Union Orientation	2
	Section 5: New Employee Information	2
	Section 6: Union Access	3
Article V	Rates of Pay	3
	Section 1: Effective Date	3
	Section 2: Wage Schedule	3
	Section 3: Longevity Pay	3
	Section 4: Comparable Worth	4
	Section 5: Absent Teacher Pay	4
Article VI	Holidays	4
Article VII	Leave Provisions	5
	Section 1: Sick Leave Provisions	5
	Section 2: Flex Days	5
	Section 3: Bereavement and Serious Illness	5
	Section 4: Legal Commitments	6
	Section 5: Medical Leave	6
	Section 6: Child Care Leave	6
	Section 7: Leave of Absence Without Pay	7
Article VIII	Hours of Service	8
	Section 1: Regular Work Calendar	8
	Section 2: Breaks	8
	Section 3: Overtime	8
	Section 4: Notification	8
	Section 5: Staff Development Days	8

Article IX	Insurance	8
	Section 1: Eligibility	8
	Section 2: Qualifying Event	10
	Section 3: Dental Insurance	10
	Section 4: Long Term Disability Insurance	10
	Section 5: Life Insurance	10
	Section 6: Workers' Compensation	10
	Section 7: Duration of Insurance Contribution	10
	Section 8: Continuation of Insurance	10
	Section 9: Claims Against the School District	11
Article X	Retirement	11
	Section 1: Tax Shelter Annuity Program	11
	Section 2: Matching Deduction	11
	Section 3: Enrollment and Changes	11
Article XI	General Provisions	11
	Section 1: Pay Periods	11
	Section 2: Probationary Period	11
	Section 3: Discipline and Discharge	11
	Section 4: Grievance Procedure	12
	Section 5: Resignation	12
	Section 6: Absences	12
	Section 7: School Closings	12
	Section 8: Seniority List	12
	Section 9: Seniority Date and Staff Reduction	12
	Section 10: Retroactive Payment	13
	Section 11: Mileage	13
	Section 12: Furnishing of Agreement	13
	Section 13: Position Descriptions	13
Article XII	Grievance Procedure	13
	Section 1: Definitions	13
	Section 2: Representative	13
	Section 3: Definitions and Interpretations	13
	Section 4: Time Limitation and Waiver	14
	Section 5: Adjustments of Grievances	14
	Section 6: School District Review	15
	Section 7: Denial of Grievance	15
	Section 8: Arbitration Procedures	15
	Section 9: Grievance Form	16
Article XIII	Duration	16
	Section 1: Term and Reopening Negotiations	16
	Section 2: Effect	16
	Section 3: Finality	16

**ARTICLE I
PURPOSE**

Section 1. Parties: **THIS AGREEMENT** is entered into between the school district of Independent School District No. 622, Maplewood, Minnesota (hereinafter referred to as the School District) and School Service Employees Local 284 (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 Behavior Intervention Specialists during the duration of this Agreement.

**ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition: In accordance with the P.E.L.R.A., the School District recognizes the School Service Employees Local284 as the exclusive representative for Behavior Intervention Specialists employed by the School District of Independent School District No. 622, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of 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 P.E.L.R.A. and in certification by the Commissioner of Mediation Services.

**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, and the employer's personnel policies affecting the working conditions of the employees.

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the appropriate unit shall include all behavior intervention specialists employed by Independent School District No. 622, Maplewood, Minnesota, who are public employees within the meaning of Minnesota Statute 179A.03, subd. 14, excluding supervisory and confidential employees whose services do not equal or exceed ten (10) hours per week in the employees' bargaining unit.

Section 3. Definition: Any reference to the School District in this Agreement shall mean the School District or its designated officials or representatives.

Section 4. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

**ARTICLE IV
EMPLOYEE RIGHTS**

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

Section 2. Right to Join: The School District recognizes the right of employees to form and join labor or employee organizations.

Section 3. Request for Payroll Deduction, Authorization and Remittance: MN Statute §179A.06, Subd. 6. Employees have the right to request and be allowed payroll deduction for the Union and for the Union's political action committee. The District will commence deductions within thirty days of receiving notice from the Union of the authorized deduction(s). The District will remit deductions to the Union within thirty days of the deduction.

The notice will include certification from the Union that the Union has and will maintain a signed authorization from the employee for whom deductions will be made. A valid signed authorization includes, but is not limited to, an electronically signed authorization. The District may require a copy of the signed authorization form only if a dispute arises about the existence or terms of the authorization. The dues deduction authorization remains in effect until the District receives notice from the Union that an employee has changed or canceled their authorization in writing in accordance with the terms of the original authorizing document.

The Union will indemnify the District for any successful claims made by an employee for unauthorized deductions made in reliance upon certification or information received from the Union.

Section 4. Union Orientation: The District will provide an opportunity for a Union designated representative to meet in person with newly hired employees twice a month, for thirty minutes within thirty calendar days from the date of hire. The meetings will consist of one AM and one PM session. These meetings will be scheduled in advance with Human Resources and the Union in accordance with MN Statute §179A.07, Subd. 9.

All employees participating in these meetings will be in pay status. The District will provide at least ten days notice in advance of an orientation. Meetings may be held virtually or for longer than 30 minutes only by mutual agreement of the District and the Union.

Section 5. New Employee Information: MN Statute §179A.07, Subd. 8.: (a) Within 20 calendar days from the date of hire of a bargaining unit employee, a public employer must provide the following contact information to an exclusive representative in an Excel file format or other format agreed to by the exclusive representative: 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.

Every 120 calendar days beginning on January 1, 2024, a public employer must provide to an exclusive representative in an Excel file or similar format agreed to by the exclusive representative the following information for all bargaining unit employees: 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.

A public employer must notify an exclusive representative within 20 calendar days of the separation of employment or transfer out of the bargaining unit of a bargaining unit employee.

Section 6. Union Access: MN Statute §179A.07, Subd. 9: The District will allow the Union to communicate with bargaining unit members using their employer-issued email addresses regarding collective bargaining, the administration of the collective bargaining agreement, the investigation of grievances, other workplace-related complaints and issues, and internal matters involving the governance or business of the Union, consistent with the District’s generally applicable technology use policies.

The District will allow the Union to meet with bargaining unit members in District facilities regarding collective bargaining, the administration of the collective bargaining agreement, grievances and other workplace-related complaints and issues, and internal matters involving the governance or business of the Union, provided such use does not interfere with the District’s business operations.

**ARTICLE V
RATES OF PAY**

Section 1. Effective Date: The wages and salaries reflected herein shall be a part of the Agreement and shall be effective as outlined herein.

Section 2. Wage Schedule:

Wage	BIS I	BIS II
Effective May 1, 2024:	\$26.68	\$29.87
Effective August 26, 2024	\$27.48	\$30.76

*Wages listed above are not inclusive of longevity pay.

Section 3. Longevity Pay: An employee who has completed the indicated number of years of service as a BIS will receive the corresponding hourly amount above base pay:

<i>Effective August 26, 2024</i>	Rates
3 Years	\$0.50
5 Years	\$1.00
10 Years	\$1.50
15 Years	\$2.00

In order for an employee’s first year of employment to count towards longevity, the employee must have started work on or before October 1 of the year employed. Longevity pay will occur in July following when years of service are reached.

Section 4. Comparable Worth: The wages provided herein may, at the sole discretion of the School District, be increased during the term of this contract for purposes of complying with the conditions of MN. Laws 1984, Chapter 651, requiring every political subdivision to establish equitable compensation relationships among its employees. The Union office shall be informed 30 days prior to any implementation occurring of the amounts to be implemented.

Section 5. Absent Teacher Pay: Any behavior Intervention Specialists who holds a MDE PELSB issued Teaching license and is directed to teach new curriculum shall receive thirty-five dollars per day (\$35.00/day) in addition to their regular rate of pay. Absent teacher pay may only occur if the BIS and Principal are in mutual agreement.

**ARTICLE VI
HOLIDAYS**

All employees shall earn paid holidays which fall during their work year in proportion to their work day as listed below. When the holiday falls on a day when the employee is not scheduled to work, holiday pay is calculated by dividing the number of hours in the employee’s typical work week by five (5).

HOLIDAYS PER YEAR

- Labor Day
- Thanksgiving Day and following Friday
- Federally Designated Christmas Holiday
- New Year’s Day
- President’s Day
- Spring Holiday
- Memorial Day

ISD 622 employees who are required to work any of these holidays shall have the right with the approval of the supervisor to substitute an alternate school holiday(s).

**ARTICLE VII
LEAVE PROVISIONS**

Section 1. Sick Leave Provisions:

Subd. 1. All employees will accrue ten (10) sick leave days per school year in proportion to their regularly scheduled work day. All sick leave days are maintained in hours and can be used in hour increments. Unused sick leave shall accumulate from year to year to a maximum of 230 days.

Subd. 2. Sick leave with pay shall be allowed by the School District whenever an employee's absence is due to personal or family illness or as defined by MN Statute 181.9447 ESST which prevented their performance of duties on that day or days.

Subd. 3. The School 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 leave pay.

Subd. 4. The amount of hours the employee was regularly scheduled to work on the day of absence shall be deducted from the employee's sick leave accrual.

Subd.5. Employees who are laid off, terminated, on leave, or otherwise discontinue service shall retain all accumulated sick leave acquired prior to time of severance for a period of two years.

Subd.6. Each employee shall be informed of accumulated sick leave days on each payroll stub.

Subd. 7. Unless exigent circumstances exist, employees who fail to report to work for three (3) consecutive work days who are not on an approved leave of absence and who have not notified their supervisor will be given notice, via registered mail, that without contact to their supervisor or Human Resources they will be considered resigned five (5) workdays from the date the letter is postmarked. The date of the 5th work day will be specified in the letter and the letter will be sent to the address the employee has on file.

Section 2. Flex Days: Effective August 2024, a BIS will earn 2 Flex Days, these two days can be used in the capacity of a personal day or a floating holiday. The total flex days can not exceed an accumulated bank of 5 days. The use of Flex days is subject to the building administrator's approval. Advance notice should be provided at least 5 days prior to the requested time off, an exception to this notice would be in cases of an emergency. Flex days are not to be paid out at the time of resignation/termination of employment.

Section 3. Bereavement and Serious Illness:

Subd.1. All employees shall be granted leave of no more than five (5) days per incidence, the days used to be deducted from sick leave for serious illness, deaths and funerals in the immediate family (wife, husband, child, brother, sister, parent, guardian, in-laws, grandparents, grandchildren or resident of the household).

Subd.2. Additional leave may be granted under these provisions for special circumstances at the discretion of the Superintendent or Superintendent's designee. These will be deducted from cumulative days credited to the employee under sick leave.

Section 4. Legal Commitments: An employee who is called for jury duty, deposition, subpoena, or to give testimony before any court, legal jurisdiction or administrative proceeding, shall be granted a leave of absence unless the employee is a party to a court action against the School District, is complainant in an action against the School District (as in human rights or EEOC cases), is a participant in an action on behalf of the exclusive representative.

The employee will continue to receive the employee's straight time hourly rate for regularly scheduled hours of work during the period of service and shall reimburse the School District any pay or other compensation received for this service exclusive of expenses for meals, transportation, and parking to the limits provided for such duty, but not to exceed the total wages received from the district during the period of legal commitment.

Section 5. Medical Leave:

Subd. 1. An employee who is unable to perform the employee's duties because of personal illness, family illness or disability and who has exhausted all accumulated sick leave may receive a leave of absence without pay for the duration of such illness or disability up to one (1) year.

Subd. 2. The employee while on medical leave of absence shall be permitted to continue with the School District insurance programs by paying the full premium.

Subd. 3. At the expiration of the leave, if the disability still exists and the leave is not extended, the employee's employment is terminated. However, group insurance benefits may be continued under Subd. 2 above.

Subd. 4. An employee returning from medical leave lasting one (1) year or less shall be reemployed in the position for which the employee was on leave. An employee returning from a medical leave of absence extending beyond one (1) year, shall be re-employed in a position with similar hours, classification and pay.

Section 6. Child Care Leave:

Subd. 1. A child care leave shall be granted by the School District subject to the provisions of this section. Child care leave shall be granted because of the need to prepare and provide parental care for adoption, pregnancy, birth of a child, or to care for child(ren) 12 years of age and under.

Subd. 2. An employee making an application for child care leave shall inform the Director of Human Resources in writing of intention to take the leave at least three calendar months before commencement of the intended leave. The leave request shall indicate the beginning date and approximate ending date not less than 30 days prior to the intended commencement of such leave except in an emergency.

Subd. 3. Any employee may utilize sick leave for pregnancy and/or delivery not to exceed sick leave accumulated, after which the employee may request a child care leave and the leave shall not be paid.

Subd. 4. An extension to the child care leave of absence of 12 months or less may be granted by mutual agreement between the employee and the School District. The School District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the year - i.e., winter vacation, spring vacation, semester break or quarter break, ending of a grading period, end of the school year, or the like.

Subd. 5. An employee returning from child care leave within 12 months shall be reinstated in the employee's former position. If the employee returns after 12 months they shall be reemployed in an open position if one is available. If no position is available at that time they will be placed on a layoff list and placed in the next available open position within 12 months of being placed on the layoff list. If the employee declines the assignment or fails to return from the layoff list, they will be deemed resigned.

Subd. 6. An employee who returns from child care leave within the provisions of this Section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this agreement at the commencement of the beginning of the leave.

Subd. 7. An employee on child care leave is eligible to participate in group insurance programs. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the District pursuant to this Section.

Subd. 8. Failure of the employee to return pursuant to the date determined under this Section shall constitute ground for termination unless the School District and the employee mutually agree to an extension of the leave.

Section 7. Leave of Absence Without Pay: Upon written request to the Employer, an unpaid leave of absence not to exceed one year may be granted to the employee after completing a full year of employment (190 working days). Such written request shall include the proposed period and purpose of the leave and must be submitted at least thirty (30) days prior to the proposed start of the leave. The thirty (30) day application provision may be waived by mutual consent. Any employee granted leave without pay shall remain eligible for all appropriate benefit plans at personal expense except as provided by state or federal statute. Any employee on an approved leave of absence shall retain their original seniority date. Employees shall not accrue sick leave or vacation while on periods of unpaid leave.

Subd. 1. Return to Work. An employee on unpaid leave shall notify the employer in writing of their intent to return to the District at least 2 weeks prior to the expiration of the leave. Failure to notify the district shall constitute a resignation.

An employee granted a leave of thirty (30) days or less shall return to their former position. If the leave extends beyond thirty (30) days but less than 180 days, the employee may displace the least senior employee in the same class. If no employee in the same class is less senior, the returning employee may displace the least senior employee in a lower class. In no event shall an employee displace an employee with greater seniority. Employees granted a leave of more than 180 days and less than one year shall have the right to the next opening in the same or lower class after posting has been completed.

ARTICLE VIII HOURS OF SERVICE

Section 1. Regular Work Calendar: The scheduled work calendar is defined as scheduled work days during the regular school year, shall be five (5) working days, Monday through Friday and shall consist of:

- 190 work days
 - 172 Student contact days
 - 10 Professional/ Staff Development days
 - 8 paid holidays (as defined in Article VI Holidays)

Section 2. Breaks: Employees working eight or more continuous hours per day will receive a thirty (30) minute unpaid lunch break and two (2) fifteen (15) minute paid breaks (i.e., an 8 hour employee is on the jobsite for eight and a half-hours"). Drive time between job sites is considered as working time. Breaks are not to be scheduled or included in an employee's drive time between two job sites. Breaks will not be at the very beginning or end of a shift. Breaks and lunch must be duty-free unless mutually agreed upon by the employee and their administrator, at which the employee would receive their hourly rate if their break is not duty free.

Section 3. Overtime:

Subd. 1. All time in excess of 40 hours a week will be paid at the rate of one and one-half (1 – ½) times the employee's regular hourly rate.

Subd. 2. Employees regularly working less than 40 hours a week will be paid at the regular rate for any hours worked up to the 40 hours in one week.

Subd. 3. Approval must be obtained from the Administrator or direct supervisor before overtime hours are worked. An attempt should be made to provide hourly help or to work out some other solution so that overtime will not be necessary.

Subd. 4. In lieu of overtime pay at time and one half, compensatory time-off for overtime at time-and-one-half may be taken for overtime worked as determined by mutual agreement between the supervising administrator and the employee involved. Compensatory time must be used no later than the following pay period that the compensatory time was earned and must not accumulate more than 8 hours in one week; modifications to this timeframe can be made at the building administrator's discretion.

Section 4. Notification: Positions will be continuous from year to year unless notice is given otherwise, and such notice shall be provided in writing no later than May 1st. The BIS school year calendar will be provided no later than May 1st.

Section 5. Staff Development Days: The BIS calendar shall consist of 10 Professional/Staff Development days as outlined in Article VIII Hours of Service. Section 1. Regular Work calendar.

ARTICLE IX INSURANCE

Section 1. Eligibility: Employees who work an average of forty (40) hours per week shall be eligible to

participate in the school district group health/hospitalization/vision care insurance plans. Employees working an average of thirty (30) hours per week are eligible for the ACA Health Plan.

Eligible employees will receive the school district contribution toward individual coverage in the amount shown in Section 2, Subd. 2 following with the option to purchase family coverage by paying the difference. An employee with a dependent is eligible for coverage of the dependent provided the dependent is not an employee of another employer receiving insurance benefits from said employer as follows:

- a.) cash instead of health insurance,
- b.) some type of credit toward the purchase of some other employee benefit instead of health insurance, or
- c.) cash in addition to selecting health insurance with a deductible of \$750.00 or more instead of a plan with a smaller deductible. The following will be administered in accordance with applicable rules and regulations governing coordination of benefits for active and retired employees and dependents.

Subd. 1. If the dependent's employer pays less than 100% of the single premium, the dependent is eligible for primary coverage under the District 622 plan. The District 622 medical plan provider shall coordinate benefits so that the total amount paid shall not exceed the total charges for covered benefits.

Subd. 2. The employee's dependent is restricted to secondary coverage only under the District 622 plan when: - the dependent's employer pays 100% or more of the single premium - the dependent is entitled, or would be entitled if enrolled in their employer's insurance plan, to have any part of the cost of eligible medical-surgical, hospital, major-medical, and dental services and supplies covered by that plan even though the dependent does not enroll in the plan or waives or fails to claim benefits under the plan The District 622 medical plan provider shall coordinate benefits so that the total amount paid shall not exceed the total charges for covered benefits.

Effective 07/01/2023 the school district shall contribute a sum not to exceed ninety percent (90%) of the monthly premium or \$715.80 per month, whichever is less, for individual coverage for eligible employees employed by the school district who qualify for and are enrolled in the school district group health hospitalization and vision care plans, subject to the eligibility provisions of Section 1 above. Effective 07/01/2023 the school district shall contribute a sum not to exceed ninety percent (90%) of the monthly premium or \$1680.25 per month, whichever is less, for family coverage for eligible employees employed by the school district who qualify for and are enrolled in the school district group health hospitalization and vision care plans, subject to the eligibility provisions of Section 1 above.

Effective 07/01/2024 the school district shall contribute a sum not to exceed ninety percent (90%) of the monthly premium or \$730.12 per month, whichever is less, for individual coverage for eligible employees employed by the school district who qualify for and are enrolled in the school district group health hospitalization and vision care plans, subject to the eligibility provisions of Section 1 above. Effective 07/01/2024 the school district shall contribute a sum not to exceed ninety percent (90%) of the monthly premium or \$1713.86 per month, whichever is less, for family coverage for eligible employees employed by the school district who qualify for and are enrolled in the school district group health hospitalization and vision care plans, subject to the eligibility provisions of Section 1 above.

Section 2. Qualifying Event: Employees eligible for health insurance who wish to make a change in coverage can do so within thirty (30) calendar days of a qualifying event as allowable under IRS regulations and in conjunction with the health plan (i.e. birth, adoption, change in marital status or loss of present coverage).

Section 3. Dental Insurance: The school district will provide a dental plan, 100% of the cost is to be paid by the employer for any BIS employee hired prior to June 30, 2024. BIS employees hired July 01, 2024 or after, the employer contribution shall contribute \$64.37 per month towards the premium for either single and family dental insurance. The balance of the premium shall be contributed by the employee and paid by payroll deduction. To qualify for dental insurance participation, the employee must be regularly scheduled for forty (40) hours per week.

Section 4. Long Term Disability Insurance: The school district shall pay the full premium for long term disability insurance for eligible employees working forty (40) hours or more per week for employees enrolled in and who qualify for the school district group long term disability plan. Behavior Intervention Specialists have the option of supplementing the LTD insurance payments with their remaining sick leave on a pro-rata basis. An income benefit level of 70% of an employee's normal income will commence after sixty (60) consecutive days of total disability.

Section 5. Life Insurance: The School District will pay the premium for a \$50,000 life insurance policy for all personnel. To qualify for life insurance participation, the employee must be regularly scheduled for 20 hours per week.

Section 6. Workers' Compensation:

Subd. 1. Upon the request of an employee who is absent from work as a result of a compensable injury under the provisions of the Workers' Compensation Act, the School District will pay the difference between the compensation received pursuant to the Workers' Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave.

Subd. 2. A deduction shall be made from the employee's accrual time according to the pro-rata portions of days of sick leave which is used to supplement workers' compensation.

Subd. 3. Such payment shall be paid by the School District to the employee only during the period of disability.

Subd. 4. In no event shall the additional compensation paid to the employee by virtue of sick leave or vacation pay result in the payment of a total daily, weekly or monthly compensation that exceeds the normal compensation of the employee.

Section 7. Duration of Insurance Contribution: An employee is eligible for school District contributions as provided in this article as long as the employee is employed by Independent School District No. 622. Upon termination of employment, all School District participation and contribution shall cease, effective on the last day of the month worked.

Section 8. Continuation of insurance: Upon retirement a behavior intervention specialist may be eligible to continue insurance coverage at the employee's expense pursuant to MN Statute.

Section 9. Claims Against the School District: The parties agree that any description of insurance benefits contained in the Article are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this Article. It is further understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Subd. 1. Employees who withdraw from medical/hospital insurance or HMO coverage must furnish proof of insurability satisfactory to the carrier prior to resumption of coverage under this article.

ARTICLE X RETIREMENT

Section 1. Tax Shelter Annuity Program: A tax shelter annuity program is a qualified tax advantaged retirement vehicle. Employees are eligible to participate in the Tax Shelter Annuity Program. The employee is responsible for making all arrangements required with the vendor to ensure that proper payment can be made by the District. The employee may select only qualified companies pre-approved by the State of Minnesota, Minnesota Statute Section 356.24 and also pre-approved by the school district for participating in this matching program.

Section 2. Matching Deduction: Eligibility for a matching deduction would require a minimum of working 40 hours a week. The School District will match up to a maximum of 3.6% percent of the employee's elected contribution for a tax sheltered annuity program.

Section 3. Enrollment and Changes: Employees contribute pre-tax to a tax sheltered annuity through the District payroll. Contributions may start, stop, or be increased or decreased anytime. Employee and employer contributions are not administered retroactively.

ARTICLE XI GENERAL PROVISIONS

Section 1. Pay Periods: Employees shall be paid a minimum of two (2) times per month.

Subd. 1. Employees working less than 12 months, who have completed their contractual work obligation for the school year, shall receive their final paycheck on the pay date immediately following submission of the last time sheet.

Section 2. Probationary Period: Each new employee shall undergo a probationary period of **190** days worked before they are regarded as a regular employee.

Section 3. Discipline and Discharge:

Subd. 1. The School District shall have the right to discipline employees who have completed the probationary period only for just cause.

Subd. 2. Disciplinary actions by the School District or their designee shall include the following four steps except in cases which jeopardize the safety of the students, coworkers, or the physical assets of the School District.

1. Oral reprimand
2. Written reprimand
3. Suspension without pay
4. Discharge

Subd. 3. Employees who are to be discharged or suspended shall be notified in writing or such action together with a statement of the reason(s) for discharge or suspension, a copy of which shall be sent to the union.

Subd. 4. During any investigation meeting the District shall inform employees of their right to union representation whenever the District wishes to meet with an employee and the meeting could lead to discipline.

Section 4. Grievance Procedure: A written reprimand, suspension, or discharge of an employee who has completed the probationary period may be processed through the procedures of grievance, Article XII.

Section 5. Resignation: A resignation shall be turned in at least two weeks in advance of the date of termination of services. Employees should write a letter of resignation to the Director of H.R. (copy to the supervisor). The Director of H.R. then presents the resignation to the School District.

Section 6. Absences: Absences or unapproved absences not covered by leave policies will result in a salary deduction at the employee's regular daily compensation rate.

Section 7. School Closings: When school is closed by order of the Superintendent of Schools or other lawful authority, employees will be paid without a deduction from sick days or personal leave for the first one (1) day. In the event there are additional school closings beyond one (1) days, those days would be considered E-learning days and employees would work and/or do training remotely directed by building administrators. In the event there are additional school closings beyond seven days, employees will have the option to use sick/personal time. Employees will be required to make up any school days required by the Board.

Subd. 1. E-Learning Days: The District may have up to five (5) e-learning days in one school year. According to MN Statute 120A.414 E-Learning Days, when the District declares an e-learning day they will continue to pay the full wages and benefits of employees for the duration of the e-learning period. During the e-learning period, employees will have remote directed work provided by the building administrator.

Section 8. Seniority List: A seniority list will be sent via email to the Steward(s) and the Exclusive Representative by February 1st of each year. If corrections are necessary, an employee shall notify the Director of Human Resources or designee by February 15th of that year. A final Seniority List will be made available to the Steward(s) and the Exclusive Representative on or before February 25th of each year.

Section 9. Seniority Date and Staff Reduction:

Subd.1. Seniority Date:

The parties recognize the principle of seniority in the application of this Agreement, concerning reductions in force, provided the employee is fully qualified and physically capable of performing

the duties and responsibilities of the position. An employee's seniority date will be the date the employee first begins permanent service in the bargaining unit. In the event that two employees enter the bargaining unit on the same date, the ties will be broken by first applying the hire date with the employer, and second, if necessary, by granting the highest seniority date by alphabetical order (first letter of first name; A most Sr.-Z least Sr.)

Subd. 2. Staff Reductions:

All staff reductions shall start at the bottom of the seniority list by building or program so that no senior person is laid off while less senior staff remains, except upon mutual agreement by Human Resources and the Union. A two (2) week notice will be given to employees before a position is eliminated.

Section 10. Retroactive Payment: Retroactive payment for hours worked will be made on straight and overtime rates as provided in this agreement for employees employed by the school district as of the date of ratification of this agreement or who retired within the term of this contract and were 55 years of age or older at the time of retirement.

Section 11. Mileage: Any employee who is required to use their personal vehicle in the performance of the employee's duties shall be compensated at their basic rate of pay for all required driving time on approved school business and shall be reimbursed at the Internal Revenue Service mileage allowance rate for all miles driven provided the mileage is properly reported on the mileage report form and approved by the program supervisor.

Section 12. Furnishing of Agreement: The employer must furnish a copy of the agreement to all employees within 45 days of execution by the parties.

Section 13. Position Descriptions: A position description of the positions covered by this agreement shall be made available to employees upon request to the Human Resources Department.

**ARTICLE XII
GRIEVANCE PROCEDURE**

Section 1. Definitions: A grievance shall mean a written complaint by an employee, group of employees, or the union that there has been a violation, misinterpretation, or misapplication of agreement.

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

Section 3. Definitions and Interpretations:

Subd.1. Extension: 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. Computation 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 bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing and on forms provided to the appropriate supervisor setting forth the facts and specific provisions of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date the event giving rise to the grievance occurred. 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. Adjustments of Grievances: An effort shall first be made to adjust an alleged grievance informally between the employee and the appropriate supervisor. If this effort is unsuccessful, the grievance shall then be adjusted in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the appropriate supervisor 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 Director of Human Resources, provided such appeal is made in writing with five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the Director of Human Resources, the Director of Human Resources or designee shall set a time to meet regarding the grievance within eleven (11) days after receipt of the appeal. Within ten (10) days after the meeting, the Director of Human Resources or his 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 Superintendent of Schools, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the Superintendent, the Superintendent or designee shall set a time to meet regarding the grievance within eleven (11) 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. 4. Mediation Level: Upon mutual agreement between the union and the school district, the parties will participate in a meeting as set by the Bureau of Mediation Services to consider any grievance not resolved in Subd. 2, Level II hereof, the union making such request within ten (10) days after receipt of the school district's decision in Subd 3, Level III hereof. If a grievance is considered at this mediation level and is unresolved, the matter may be appealed to arbitration pursuant to Section 8 hereof, providing such notice is filed within ten (10) days after the mediation meeting as provided in this section. Nothing in this section shall preclude the union from bypassing this mediation level and appealing directly to arbitration from Subd. 3, Level III decision by the school district.

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

Section 7. Denial of Grievance: Failure by the School District representative to issue a decision within the time periods 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 District 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 aggrieved party, and such notice must be filed in the office of the Superintendent within ten (10) days following the decision in Level III of the grievance procedure or within ten (10) days following the mediation meeting as provided in this article when the mediation level is pursued.

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 ten (10) 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 PERB 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 that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator and the failure to request an arbitrator from the PERB within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

Upon appointment of the arbitrator, the appealing party shall, with five (5) days after notice of appointment, forward to the arbitrator, with a copy to the School District, the submission of the grievance which shall include the following:

1. The issues involved.
2. Statement of the facts.
3. Position of the grievant.
4. The written documents relating to Section 5 of the grievance procedure.

The School District may make a similar submission of information relating to the grievance either before or at the time of the hearing.

Subd. 5. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons 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 hearing denovo.

Subd. 6. Decision: Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in the P.E.L.R.A.

Subd. 7. 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 shall be made of the hearing at the request of either party. The parties shall share equally the fees and expenses of the arbitrator and all other expense which the parties mutually agree are necessary for the conduct of the arbitration. The requesting party shall pay the full cost of transcribing or recording of the proceedings and transcript copy. If both parties request a transcript or recording, the cost shall be equally shared. If the second party orders a transcript after the first party has paid for transcribing and recording, the second party shall also reimburse the first party for one-half (1/2) of those costs incurred, in addition to paying for the transcript copy.

Subd. 8. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievance 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 and contained in this written 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 herein.

Section 9. Grievance Form: Grievances must be filed on the form printed in this agreement, form supplied by the school district, or form supplied by the exclusive representative.

ARTICLE XIII DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on the date of 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 commencing on July 1, 2023, it shall give written notice of such intent no later than May 1, 2025.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and the exclusive representative representing the employees of the District. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: All matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement except if mutually agreed by the parties.

IN WITNESS WHEREOF, the parties have executed the 2023-2025 agreement as follows:

School Service Employees Local 284

Independent School District 622:

By:

By:

Union Steward, Amanda Griffin

Chairperson

Union Steward, Ker Lor

Clerk

Union Negotiations Team, Jamie Ekblad

Director of Human Resources, Amylee Yang

Union Negotiations Team, Peggy Sorensen

Dated this ____ day of _____, 20__.

Union Negotiations Representative, Lisa Weed

Dated this ____ day of _____, 20__.