

AGREEMENT

BETWEEN

School Service Employees Local 284

and

Independent School District 622

PARAEDUCATORS

Effective July 1, 2023 through 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 School District Rights	1
Section 1 Inherent Managerial Rights	1
Section 2 Management Responsibilities	2
Section 3 Meet and Confer	2
Section 4 Effect of Laws, Rules and Regulations.....	2
Article V Employee Rights	2
Section 1 Right to View.....	2
Section 2 Right to Join.....	2
Section 3 Request for Dues Check Off.....	2
Section 4 New Employee Orientation	2
Article VI Rates of Pay	3
Section 1 Effective Date	3
Section 2 Show up Pay	3
Section 3 Longevity Pay.....	3
Section 4 Wage Schedule	3
Section 5 Comparable Worth.....	3
Section 6 Building Opening and Closing.....	4
Section 7 Absent Teacher Pay	4
Article VII Holidays	4
Article VIII Leave Provisions	4
Section 1 Sick Leave Provisions.....	4
Section 2 Bereavement Leave and Serious Illness.....	6
Section 3 Legal Commitments.....	6
Section 4 Medical Leave	6
Section 5 Child Care Leave	6
Section 6 Leave of Absence without pay.....	7
Article IX Hours of Service	8
Section 1 Regular Work Week	8
Section 2 Breaks	8
Section 3 Substitutes.....	8
Section 4 Additional Hours	8
Section 5 Notification.....	8
Section 6 Staff Development Days.....	9

Article X	Group Insurance	9
Section 1	Eligibility	9
Section 2	Medical and Vision Care Insurance	10
Section 3	Health Insurance Savings Plan	10
Section 4	Qualifying Event	11
Section 5	Life Insurance	11
Section 6	Claims Against the School District	11
Section 7	Duration of Insurance Contribution	11
Section 8	Dental Insurance	11
Section 9	Workers' Compensation	11
Section 10	Long Term Disability Insurance	12
Section 11	Continuation of Insurance	12
Article XI	Miscellaneous	12
Section 1	Pay Periods	12
Section 2	Probationary Period	12
Section 3	Discipline and Discharge	12
Section 4	Grievance Procedure	13
Section 5	Resignation	13
Section 6	Job Postings	13
Section 7	Absences	13
Section 8	School Closings	13
Section 9	Seniority List	13
Section 10	Seniority Date and Staff Reduction	13
Section 11	Retroactive Payment	14
Section 12	Mileage	14
Section 13	Furnishing of Agreement	14
Section 14	Position Descriptions	14
Section 15	In-Service Training	14
Section 16	Absence of Student	15
Section 17	Tax Deferred Plan	15
Section 18	Technology Access	15
Article XII	Grievance Procedure	15
Section 1	Definitions	15
Section 2	Representative	15
Section 3	Definitions and Interpretations	15
Section 4	Time Limitation and Waiver	15
Section 5	Adjustments of Grievances	15
Section 6	School District Review	16
Section 7	Denial of Grievance	16
Section 8	Arbitration Procedures	16
Section 9	Grievance Form	18
Article XIII	Duration	18
Section 1	Term and Reopening Negotiations	18
Section 2	Effect	18
Section 3	Finality	18
MOU – ESST		19
MOU – Community Ed Program Assistants Stipend		22
Appendix A Checklist for Building Administrators		23
Grievance Form, Attachment ‘A’		24
MOU – Definition of Special Ed Paraeducators		25
MOU – Summer Work		26

**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 Paraeducators 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 Local 284 as the exclusive representative for paraeducators 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 paraeducators 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
SCHOOL DISTRICT RIGHTS**

Section 1. Inherent Managerial Rights: The exclusive representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel and all management rights and management functions not expressly delegated in this agreement are reserved to the School District.

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

Section 3. Meet and Confer: The District and Union will have a meet and confer committee to discuss updates and concerns. This committee will meet three (3) times a year. In addition, principals will host meetings with building specific stewards and all paraeducators to discuss updates and concerns, these meetings will occur at least three (3) times a year.

Section 4. Effect of Laws, Rules and Regulations: The parties recognize that all employees covered by this Agreement shall perform the services and duties prescribed by the School District and shall be governed by the laws of the State of Minnesota, and by School District rules, regulations, directives and orders, issued by properly designated officials of the School District, insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the School District, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State.

ARTICLE V 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 Dues Check Off: Each employee shall have the right to request and be allowed dues check off for the Union. The employee request shall be in the form of a written authorization, online sign-up, or audio-recorded phone authorization submitted to the Union. The Union shall provide the District with the appropriate form of authorization (i.e. paper, electronic file, audio file) for member dues/premier member dues deduction. The School District agrees to honor and implement all the terms of dues check-off authorizations submitted by the Union and agreed to by the employee. The School District shall adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, procedure for revocation, amount of dues deducted, and all other provisions agreed to by the employee as stated in the authorization, irrespective of the employee's membership in the Union. Deductions shall be made each month and transmitted to the Union monthly. The District shall make available to the Union a bargaining unit list of employees including name, address, phone number, work hours, work location, position, classification, wage schedule placement, date of employment, and electronic mail addresses (as permissible by law). The District shall inform the union representative(s) of all new hires. **Please reference MOU for further details.**

Section 4. New Employee Orientation: Any new employees will receive building training, which may vary depending on the student needs and job responsibilities. The checklist for building administrators (see Appendix A) serves as a guide on different topics that may be included in the orientation and training process. The District reserves the right to review and update the checklist as needed to reflect the current practices and programming.

All employees working with a student with an IEP or similar document shall have access to that document, and should have any other information on that student that is useful for that employee to perform their duties. In the event that access is being denied or sufficient documents are not provided in order for the employee to perform their duties, it is the responsibility of the employee to notify the Director of Student Services. **Please reference MOU for further details.**

**ARTICLE VI
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. Show up Pay: All employees shall be guaranteed a minimum of two (2) hours show-up time, unless notified not to report by radio or other means.

Section 3. Longevity Pay: Longevity payment will be implemented the following fall (1st day of return to regular assignment) after the applicable years of service for longevity has been achieved. Employees shall receive longevity according to the following schedule:

Years in Bargaining Unit:	Additional:
5 years	\$0.50/hr
10 years	\$1.75/hr
15 years	\$2.00/hr
20 years	\$2.25/hr

In order for an employee’s first year of employment to count towards longevity, the employee must have started work on or before October 1st of the year employed.

Section 4. Wage Schedule:

*Monitor includes: Hall, Resource, Lunch, and Playground Monitors.

*Inclusion Para

*Music Assistants often work in the evenings and some weekends to assist or accompany a music ensemble as an extension of their daytime position. This extension shall be compensated according to the wage schedule and overtime provisions as per Article IX, Section 4.

**07/01/2023-06/30/2025
WAGE SCHEDULE***

	Paraeducator 1	Paraeducator 2
	Child Care & Monitor	SE Para, AC Inclusion Para, Program Assistant, OTA/L&PTA, & Music Assistant
2023-2024	\$18.89	\$22.25
2024-2025	\$19.65	\$23.14

*Wage schedule is not inclusive of longevity and can be found on Article VI Rates of Pay. Section 3. Longevity Pay.

Section 5. 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 6. Building Opening and Closing: If an employee is required to open or close a building, then two employees of the same district program shall be present.

Section 7. Absent Teacher Pay: Any employee who covers a classroom for an absent teacher and is directed to teach new curriculum shall receive \$50/day in addition to their base pay in the wage schedule in section 4 of this article. Any employee with a short call sub license who covers a classroom for an absent teacher shall receive whichever is the larger of the \$180/day, or \$50/day in addition to their base pay in the wage schedule in section 4 of this article.

ARTICLE VII 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 (Only if holiday falls within the regular scheduled work calendar) or when mandated training occurs prior to Labor day*

Thanksgiving Day

Work Day Before Federally Designated Christmas Holiday

Federally Designated Christmas Holiday

New Year's Day

President's Day

Floating Holiday (2)**

ISD 622 child care 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). Employees who normally work summer months shall receive Juneteenth and July 4th as a holiday.

*If an employee is required to work prior to the holiday, the employee will receive Labor Day as a paid holiday. Required work is defined as approval from Student Services Supervisor/Director and Building Administrator. If an employee chooses to work prior to the holiday, the employee will not receive Labor Day as a paid holiday.

**The Floating Holiday must be used on a non-student contact day. (Child Care Paras, Program Assistants, and AC Inclusion Paras may use the Floating Holiday on a student contact day with supervisor approval.)

ARTICLE VIII LEAVE PROVISIONS

Section 1. Sick Leave Provisions:

Subd. 1. All employees shall accrue the equivalent hours of ten (10) sick leave days per year in proportion to their work day. For calculation purposes, the amount of hours in a "sick leave day" is calculated by

dividing the amount of hours in an employee's regularly scheduled weekly assignment by five (5). Unused sick leave days per employee may accumulate to a maximum credit 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 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. In the event that a medical certificate will be required, the employee will be so advised. All medical certificates required shall be at School District expense.

Subd. 5. 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. 6. 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. 7. Each employee shall be informed of accumulated sick leave days on each payroll stub.

Subd. 8. At termination of employment, employees who have five or more years of service in this unit shall receive an amount equal to the value of 50% of unused sick leave, which the District will contribute into one of the 403(b) accounts designated by the District and established by the employee exclusively for the purpose of receiving such payment (the "Severance 403(b)"). The District's tax shelter annuity compliance company will provide verification that the amount of the severance payment will not exceed the applicable IRS limitations on annual additions to all 403(b) accounts held by the employee. In the event the severance payment due exceeds the applicable IRS limits on annual additions in the year of retirement, payments shall be made to the Severance 403(b) each successive January, not to exceed five successive years, until the total severance amount has been paid into the Severance 403(b). For each successive year, the District's tax shelter annuity compliance company will provide verification of the amount that the employee may contribute to the Severance 403(b). The employee will not deposit amounts into the Severance 403(b) until the entire severance amount has been paid out by the District. To request a contribution of sick leave into a 403(b), the employee must do so within ninety (90) days after termination of employment.

Subd. 9. With prior approval of the employee's immediate supervisor and deducted from accrued sick leave, one (1) day of personal leave may be used during the probationary period, three (3) days after one (1) year of service, four (4) day after ten (10) years of service, and five (5) days after fifteen (15) years of service. Personal leave days may be used consecutively, but must be used on a day(s) the employee is otherwise scheduled to work. An employee's first year of service will count toward personal day accrual if the employee started working on or before January 1 of that year. Personal time off is subject to approval. Time off must be pre-approved by the employee's immediate supervisor at least three days in advance, except in the case of an emergency.

Subd. 10. 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 workday will be specified in the letter and the letter will be sent to the address the employee has on file.

Section 2. Bereavement Leave 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 personal sick leave.

Section 3. 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, or is a complainant in an employee-initiated litigation.

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 4. 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.

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 medial leave of absence extending beyond one (1) year, shall be re-employed in a position with similar hours, classification and pay.

Section 5. 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 for an extended period of time due to serious illness.

Subd. 2. An employee making 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.

Subd. 3. An employee who chooses 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. 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. In making a determination concerning the commencement and duration of a child care leave, the School District shall not, in any event, be required to: 1. Grant any leave more than twelve (12) months in duration, 2. Permit the employee to return to the employee's employment prior to the date designated in the request for child care leave.

Subd. 6. An employee returning from child care leave shall be reemployed in an open position if one is available or in the position of the least senior employee in their classification.

Subd. 7. 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.

Subd. 8. 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. 9. 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 10. Leave under this Section shall be without pay or fringe benefits paid by the School District.

Section 6. 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 that has successfully completed at least 1 year of continuous employment. 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 so 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 IX HOURS OF SERVICE

Section 1. Regular Work Week: The normal work week shall be five (5) working days, Monday through Friday, except for community education programs.

Section 2. Breaks: Employees working six (6) 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., a "six-hour employee" is on the job site 6.5 hours, an "eight-hour employee" is on the job site 8.5 hours). Employees working less than six (6) continuous hours per day, but at least four (4) continuous hours per day will receive one (1) fifteen (15) minute paid break (i.e., a "five-hour employee" is on the job site 5 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 be scheduled according to building needs and will be at the discretion of the building administrator. 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. Substitutes: The Director of Human Resources or designated representative shall make arrangements for all substitute call-ins. The employee requiring a substitute shall notify the Director or designee as soon as possible for arrangements for substitutes to be made. Employees are required to give adequate notice when sick leave is to be taken to allow time to obtain replacements.

Section 4. Additional Hours: When it is necessary to add hours to the work performed at a program team's work site, the hours will be offered in seniority order by program team at work sites among those employees who have signed up for extra hours as available.

Subd. 1. All time in excess of 40 hours a week will be paid at time and one-half.

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 Director of H.R. 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. 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.

Subd. 5. Summer School Employment: Members of this unit shall be made aware of summer school vacancies. Consideration will be given to those employees within the unit who apply for the open summer school positions and who possess the necessary qualifications.

Section 5. Notification: Positions will be continuous from year to year unless notice of termination is given otherwise and such notice shall be provided in writing no later than May 15. Notice may be provided in

electronic or paper form. Mandated training dates for the upcoming school year will be provided no later than the last student contact day.

Section 6. Staff Development Days:

Subd. 1. The District shall provide the opportunity to attend staff development sessions equivalent to four (4) paid working days. The 4 staff development days will consist of 2 building directed and mandated training days that will occur prior to the Para's first student contact day and 2 days of optional training. Since staff development sessions are usually six (6) hours per day, paras regularly scheduled above six (6) hours per day would have the option to work the additional hours in a manner that would not result in overtime (i.e. teacher collaboration, building-specific staff development opportunities, blood borne pathogens training, etc.). This will be in addition to regular student contact days and preparation day(s). Attendance for mandated and site directed training is expected, if an absence occurs personal or floating holiday must be used for missed attendance.

Subd. 2. Childcare Paras shall receive their normal training and workshop opportunities outside of Article IX, Section 6, Subd. 1.

**ARTICLE X
GROUP INSURANCE**

Section 1. Eligibility: Employees who work an average of twenty (20) hours per week shall be eligible to participate in the school district group health/hospitalization/vision care insurance plans. Eligible employees hired on or before 8-31-98 will receive the school district contribution toward individual or family coverage in the amounts shown in Section 2, Subd. 1 following. Eligible employees hired after 8-31-98 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.

Section 2. Medical and Vision Care Insurance:

Subd. 1. Employees Hired On or Before 8/31/98: Effective, 07/1/2023 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, and 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.

Effective 07/01/2023 family coverage will be ninety percent (90%) of the monthly premium or \$1680.25 per month, whichever is less, and effective 07/01/2024 the school district shall contribute a sum not to exceed \$1713.86 of the monthly premium, whichever is less, for family coverage of 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 and contribution level 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 \$715.80 per month, whichever is less, and 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. Such employees are also entitled to purchase family coverage at the district cost by paying the difference between the individual district contribution and the family premium cost.

Effective July 1, 2024, based on seniority, eight (8) employees may enroll in family coverage and receive the district contribution for this coverage as defined in Subd. 1 above. The opportunity for the eight (8) employees to enroll in family coverage shall occur during the District's annual open enrollment period.

Section 3. Health Insurance Savings Plan: Employees who qualify for and are enrolled in the school district medical hospitalization insurance plan for a minimum of 36 months, and who subsequently voluntarily agree to waive such coverage, or who voluntarily agree to change such coverage from dependent to individual coverage, shall be entitled to participate in the health insurance savings plan.

Individuals whose waiver or reduction in coverage is effective on or prior to 2/22/2010 shall receive a health insurance savings credit equivalent to 50% of the reduction in cost effected by the waiver or reduction in coverage for that year. Such health insurance savings credit shall be paid to the employee in equal installments spread over regular paychecks. For each additional year or portion of a year in which the employee continues to waive coverage or maintain reduced coverage, an adjustable amount (which will change each year to reflect the dollar amount equivalent to 50% of the reduction in cost, and will be pro-rated for partial years) will be paid each year as the health insurance savings credit.

Individuals whose waiver or reduction in coverage is effective after 2/22/2010 shall receive a health insurance savings credit equivalent to 50% of the reduction in cost effected by the waiver or reduction in coverage for that year. Such health insurance savings credit shall be paid to the employee in equal installments spread over regular paychecks. For each additional year or portion of a year in which the employee continues to waive coverage or maintain reduced coverage, an identical, unchanged amount (pro-rated for partial years) shall be paid each year as the health insurance savings credit. The amount credited will be based upon the dollar amount equivalent to 50% of the reduction in cost at the time of the waiver or reduction in coverage and will remain unchanged over time.

Employees may re-enroll in the insurance plan for which they qualify at the regular open enrollment period in any year, or in the instance of a qualifying event as defined in Section 4 below, may do so at any time by giving 30 days notice. Upon such action by the employee, the employee shall no longer be eligible for the health insurance savings credit for the year(s) of re-enrollment. The health insurance savings credit shall be paid on a pro-rata year basis in the instance of qualifying event as defined in Section 4 below. Employees may not re-qualify for the health insurance savings credit until they have completed a minimum of 36 months of enrollment in the medical hospitalization insurance plan.

Section 4. 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 5. Life Insurance: The School District will pay the premium for \$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. 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.

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. Dental Insurance: The school district will provide a dental plan, 100% of the cost is to be paid by the employee. To qualify for dental insurance participation, the employee must be regularly scheduled for 20 hours per week. Employees working less than 20 hrs per week as of 4-4-00 who are participating in the group dental insurance plan will be entitled to continue in the group dental plan.

Effective January 1, 2021, the school district will provide a dental plan and 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.

Section 9. 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 prorata 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 10. Long Term Disability Insurance: The school district shall pay the full premium for long term disability insurance for eligible employees working twenty (20) hours or more per week for employees enrolled in and who qualify for the school district group long term disability plan. Paraeducators 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 11. Continuation of Insurance: Upon retirement a paraeducator may be eligible to continue insurance coverage at the employee's expense pursuant to MN Statute.

ARTICLE XI MISCELLANEOUS

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 75 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. Job Postings: All vacant and new positions shall be posted on the District's web site, www.isd622.org. The union steward(s) shall be sent copies of all postings via email or other agreed upon method. All jobs shall be posted for a minimum of five days before the application closing date. The work week before the first student contact day through September, all jobs shall be posted for a minimum of three days before the application closing date. Employees who have completed their probationary period will be given an opportunity to be considered for such positions. Ability, experience, job performance and seniority will be considered in filling posted positions. The union steward(s) shall be sent copies of all filled positions, including the employee's name and building assignment, via email or other approved method.

Subd. 1. In the event that two or more applicants possess acceptable qualifications in ability, experience and job performance, the most senior applicant shall receive the posted position and shall be allowed a 30-working day trial period in the new position. At the end of the trial period, the employer or the employee shall have the right to request a return to the employee's previous position.

Subd. 2. Any employee awarded a posted position shall be placed on the same step the employee held prior to the new position.

Section 7. 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 8. School Closings: When school is closed by order of the Superintendent of Schools or other lawful authority and state aid is not impaired, employees will be paid without a deduction from sick days or pre-arranged personal leave for the first three days of school closing per school year. In the event there are additional school closings beyond three days, employees will have the option to complete district approved online training equal to their lost time for up to three additional days, In the event there are additional school closings beyond six days, employees will have the option to use personal leave per Article VIII Section 1 Subd. 9, or use a floating holiday. Employees will be required to make up any school days required by the Board. Employees reporting for work on a day when school is subsequently closed shall receive pay for hours worked or two (2) hours pay, whichever is greater.

Section 9. Seniority List: A seniority list will be posted in each building and sent 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 posted in each building and made available to the Steward(s) and the Exclusive Representative on or before February 25th of each year.

Section 10. Seniority Date and Staff Reduction: 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 last name; A most Sr. – Z least Sr.) A two-week notice will be given to employees before a position is eliminated.

Subd. 1. Staff Reductions: All staff reductions shall start at the bottom of the seniority list so that no senior person is laid off while less senior staff remains, except upon mutual agreement by Human Resources and the Union.

Subd. 2. Reduction of Staff Hours: In the event where hours are reduced, this will begin by looking at seniority within that location with the same classification that holds the same level of work hours. Where hours are reduced within any school year by more than 20% of total time worked for that individual, the employee so reduced may choose from the following options:

1. Accept the reduction of hours, or
2. Accept a vacant position within classification with the same hours, or
3. If no vacancies exist, bump the least senior member within the classification with the same hours, or
4. Accept voluntary layoff and retain seniority and recall rights for twenty-four (24) months, with the right to bid on positions under Article XI, Section 6, Job Postings, or
5. Accept a position in a lower classification with rights to recall and retention of seniority within the higher classification, or
6. If no position within the employee's classification with the same hours is available, the employee will be placed on involuntary layoff and retain seniority and recall rights for twenty-four (24) months after the date of layoff.

When hours are reduced by 20% or less of total time worked for the employee, the district shall attempt to combine positions when possible so that benefits are not lost due to a reduction in hours. No persons involuntarily reduced in hours shall suffer a reduction in district contributions regarding their benefits.

Section 11. 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 12. 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 13. Furnishing of Agreement: The employer must furnish a copy of the agreement to all employees within 45 days of execution by the parties.

Section 14. 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.

Section 15. In-Service Training: The School District shall defray the cost of district required staff development training. The employee shall receive the employee's regular straight-time rate of pay for the training time incurred (inclusive of travel time, Not to exceed one hour round trip). As an example, when

employees are required to be CPR certified, the school district shall pay for the class tuition and the employee's regular hourly rate of pay while attending the class.

Section 16. Absence of Student: In the event that a paraeducator, reports to work and the student(s) is absent, the employee will be assigned other job duties in the same classification and will not suffer a reduction in pay.

Section 17. Tax Deferred Plan: All employees may participate in the District's 403(b) plan.

Section 18. Technology Access: The district will not require employees to check district email or handle other district related work during their break time, lunches, or non-work hours. Adequate time and accessible computers for third party billing, entering student behavior reports, checking emails, completing time cards and other related district work will be coordinated with Principal or site Administrator.

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 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:

- a. 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.
- b. 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 any 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 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 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: Any 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 2023-25 agreement as follows:

School Service Employees Local 284

Independent School District 622

SEIU Local 284, Lisa Weed

Chairperson

Steward, Cynthia Swaim

Clerk

Steward, Kailey Schmidt

Director of Human Resources

Bargaining Team Member, Abigail Tellin

Date

Bargaining Team Member, Mary Kosel

Bargaining Team Member, Dawn O'Tremba

Bargaining Team Member, Kenneth Flaminio

Bargaining Team Member, Bryanna Bemlott

**MEMORANDUM OF UNDERSTANDING
BETWEEN
INDEPENDENT SCHOOL DISTRICT 622
AND
SEIU, LOCAL 284**

This Memorandum of Understanding is entered into between N St Paul / Maplewood / Oakdale, Independent School District No. 622 (the District) and SEIU, Local 284 representing paraeducator employees, (the Union) as an acknowledgement to updated and new related statutory language.

WHEREAS, the union is the exclusive representative of paraeducator employees in the district; and

WHEREAS, during the course of negotiations for the 2023-2025 labor agreement the union wished to incorporate changes in Minnesota Statutes into the contract and the district agreed to continue to follow all statutory language with reference to changes in the Appendix.

WHEREAS, both parties in the spirit of compromise have agreed to instead add a Memorandum of Understanding that contains the changes in Minnesota Statutes that the union wished to bargain into the contract;

WHEREAS, both parties agree that any changes in Minnesota Statutes would take precedence over any language in the labor agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties now agree as following:

MN Statute §179A.07, Subd. 8. Bargaining unit information; Subd. 9. Access
Effective date: 7.1.23

Subd. 8. **Bargaining unit information.** (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.

(b) 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.

(c) 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.

Subd. 9. **Access.** (a) A public employer must allow an exclusive representative to meet in person with newly hired employees, without charge to the pay or leave time of the employees, for 30 minutes, within 30 calendar days from the date of hire, during new employee orientations or, if the employer does not conduct new employee orientations, at individual or group meetings. An exclusive representative shall receive no less than ten days' notice in advance of an orientation, except that a shorter notice may be provided where there is an urgent need critical to the operations of the public employer that was not reasonably foreseeable. Notice of

and attendance at new employee orientations and other meetings under this paragraph must be limited to the public employer, the employees, the exclusive representative, and any vendor contracted to provide a service for purposes of the meeting. Meetings may be held virtually or for longer than 30 minutes only by mutual agreement of the public employer and exclusive representative.

(b) A public employer must allow an exclusive representative to communicate with bargaining unit members using their employer-issued email addresses regarding collective bargaining, the administration of collective bargaining agreements, the investigation of grievances, other workplace-related complaints and issues, and internal matters involving the governance or business of the exclusive representative, consistent with the employer's generally applicable technology use policies.

MN Statute §179A.06, Subd. 6. Payroll deduction, authorization and remittance.

Effective date: 7.1.23

(a) Public employees have the right to request and be allowed payroll deduction for the exclusive representative and the political fund associated with the exclusive representative and registered pursuant to section [10A.12](#). A public employer must rely on a certification from any exclusive representative requesting remittance of a deduction that the organization has and will maintain an authorization, signed by the public employee from whose salary or wages the deduction is to be made, which may include an electronic signature by the public employee as defined in section [325L.02](#), paragraph (h). An exclusive representative making such certification must not be required to provide the public employer a copy of the authorization unless a dispute arises about the existence or terms of the authorization. The exclusive representative must indemnify the public employer for any successful claims made by the employee for unauthorized deductions in reliance on the certification.

(b) A dues deduction authorization remains in effect until the employer receives notice from the exclusive representative that a public employee has changed or canceled their authorization in writing in accordance with the terms of the original authorizing document, and a public employer must rely on information from the exclusive representative receiving remittance of the deduction regarding whether the deductions have been properly changed or canceled. The exclusive representative must indemnify the public employer, including any reasonable attorney fees and litigation costs, for any successful claims made by the employee for unauthorized deductions made in reliance on such information.

(c) Deduction authorization under this section is independent from the public employee's membership status in the organization to which payment is remitted and is effective regardless of whether a collective bargaining agreement authorizes the deduction.

(d) Employers must commence deductions within 30 days of notice of authorization from the exclusive representative and must remit the deductions to the exclusive representative within 30 days of the deduction. The failure of an employer to comply with the provisions of this paragraph shall be an unfair labor practice under section [179A.13](#), the relief for which shall be reimbursement by the employer of deductions that should have been made or remitted based on a valid authorization given by the employee or employees.

(e) In the absence of an exclusive representative, public employees have the right to request and be allowed payroll deduction for the organization of their choice.

(f) Any dispute under this subdivision must be resolved through an unfair labor practice proceeding under section [179A.13](#).

MN Statute §181.9447. Earned Sick and Safe Time.

Subd. 2 Effective January 1, 2024, sick leave shall be used in accordance with Minnesota's ESST law, Minn. Stat. § 181.9447. This includes the use of sick leave for the following reasons:

- An employee's mental or physical illness, treatment or preventive care;

- A family member’s mental or physical illness, treatment or preventive care;
- Absence due to domestic abuse, sexual assault or stalking of an employee or a family member;
- Closure of an employee’s workplace due to weather or public emergency or closure of their family member’s school or care facility due to weather or public emergency; and
- When determined by a health authority or health care professional that the employee or a family member is at risk of infecting others with a communicable disease.

The term family member includes those individuals defined in Minn. Stat. § 181.9445, subd. 7. When an employee uses sick leave for more than three consecutive days, the School District may require reasonable documentation that the leave is covered in accordance with Minn. Stat. § 181.9447. See also, 181.9445 to 181.9448,

IN WITNESS WHEREOF, the parties have entered into this Agreement on the dates shown below. By signing below, each party specifically acknowledges that it has read this Agreement and that it understands and voluntarily agrees to be legally bound by all terms of the Agreement. **This MOU will be revisited at the next reopening of the 2025-2027 negotiation session.**

SEIU Local 284:

Dated: _____ By: _____

INDEPENDENT SCHOOL DISTRICT 622:

Dated: _____ By: _____

MEMORANDUM OF UNDERSTANDING

Between
Independent School District 622
And
School Service Employees Local 284
Representing Paraprofessionals

WHEREAS, No. St. Paul/Maplewood/Oakdale School District 622 (ISD 622) and School Service Employees Local 284 (Local 284) recognize that during the course of the 2023-25 contract negotiations the parties agreed to provide a one-time stipend to Community Ed Program Assistants. This is in recognition of the job duties of the Community Ed Program Assistants. This MOU sunsets at the end of this contract June 30, 2025.

WHEREAS, ISD 622 and Local 284 will offer the Community Ed Program Assistants who have completed a full school year in 2023-2024 and 2024-2025 a one-time stipend of \$500.00 at the end of each school year.

BE IT THEREFORE resolved that District 622 and Local 284 agree the Community Ed Program Assistants will receive the stipend on the last paycheck in June of 2024 and the last paycheck in June 2025.

NOW, THEREFORE, nothing in this MOU shall be deemed to establish a precedent or practice or to alter any established precedent or practice arising out of or relating to the collective bargaining agreement between the School District and the Union. No party may submit this MOU, or any testimony regarding this MOU, in any proceeding as evidence of a precedent or practice, except for purposes of enforcing the terms of this MOU.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the dates shown below. By signing below, each party specifically acknowledges that it has read this Agreement and that it understands and voluntarily agrees to be legally bound by all terms of the Agreement.

For ISD 622

For Local 284:

Date: _____

Date: _____

Appendix A

Checklist for Building Administrators - District 622 Paraprofessionals

<u>Topic</u>	<u>Checklist</u>
<u>Schedule</u>	<ul style="list-style-type: none"> • <u>Meet with the team (administrators, Special Education Department Chair, case managers, guidance counselors, social workers, etc.) to prioritize needs</u> • <u>Meet with the staff member to communicate the schedule and ask for feedback (interests, skillset, etc.)</u> • <u>Schedule two 15-minute breaks every day</u> • <u>Schedule a 30-minute lunch every day</u> • <u>Schedule time for third party billing and time to check email</u>
<u>Orientation</u>	<ul style="list-style-type: none"> • <u>Identify a mentor</u> • <u>Shadow staff members</u> • <u>Tour the building</u> • <u>Share the schedule</u> • <u>Explain how to use TrueTime and AESOP</u> • <u>Teach safety drills (lockdowns, tornadoes, fire, etc.)</u> • <u>Schedule check-in meetings with the building administrator (minimum of 3 times a year)</u> • <u>Schedule check-in meetings with the direct supervisor</u> • <u>Give access to IEPs At a Glance and BIPs</u> • <u>Identify the process for communication and feedback</u>
<u>Training/Professional Development</u>	<ul style="list-style-type: none"> • <u>Teach technology-related programs (SeeSaw, Schoology, Promethean, SmartBoard, etc.)</u> • <u>Teach phone system and two-way radio</u> • <u>Bloodborne Pathogens training</u> • <u>Create time for ongoing collaboration and provide opportunities to share feedback</u> • <u>Attend student specific training (epi-pen, seizure, vehicle training, etc.)</u> • <u>Attend relevant meetings scheduled by direct supervisor (staff, PLCs, grade level teams, IEP meetings, data digs, etc.)</u> • <u>Attend CPI Training (if required)</u> • <u>Review and revisit IEPs At A Glance and BIPs along with system access.</u> • <u>Set and reflect on goals</u>

Attachment 'A'

**CONFIDENTIAL FORM
SERVICE EMPLOYEES UNION GRIEVANCE FORM**

School Service Employees Local 284

Date filed _____ Case # _____

Name _____ Home Address _____

Classification _____ Phone _____

Work Location _____ Shift _____

Representative Assigned _____

Nature of Grievance _____

Specific Article of Contract Violated _____

Specific Remedy Sought _____

Contact with Management or Supervisor Date _____ Time _____

Grievance Steps Taken _____

Case to Arbitration _____

Date of Hearing _____

Final Disposition _____

A COPY OF THE GRIEVANCE MUST BE SUBMITTED BY THE GRIEVANT TO THE UNION
(Please use other side if more space is needed)

Employee Signature _____ Date _____

Union Representative Signature _____ Date _____

MEMORANDUM OF UNDERSTANDING
Between
Local 284, ISD 622 Paraeducators
And
Independent School District 622
Definitions of Special Ed Paraeducators

Program Paraeducator: A Special Education Paraeducator who works in a particular program with all students in that special education program/classroom.

Building Paraeducator: A Special Education Paraeducator who serves individual or groups of students in a particular building and is assigned to that building.

District-Wide Paraeducator: A Special Education Paraeducator who works in a number of buildings in the District in an attempt to meet the short-term needs of programs and students in the District or in some cases as an itinerant paraeducator.

One on One Paraeducator: A Special Education Paraeducator who works with only one student.

Shared Paraeducator: A Special Education Paraeducator who provides individualized assistance to more than one student.

Should a program be moved to another building, all “Program Paraeducators” working in that program would likewise move with the program. “Building Paraeducators” are assigned to a school building serving individual students or group of students rather than a program. “District-Wide Paraeducators” are not permanently attached to a program or a school building. Accordingly, when the initial wave of staff reductions occur, “Building Paraeducators” exercise their seniority rights in comparison with other “Building Paraeducators” in the building where that paraeducator is working, whereas “Program Paraeducators” exercise their seniority rights in comparison with others in their particular program/classroom. During this initial wave of staff reductions, “District-Wide Paraeducators” can only exercise their seniority rights in comparison with other “District-Wide Paraeducators.” Thereafter Article XI, Section 10 applies.

A “Shared Paraeducator” position is considered intact and exempt from posting if at least one of the students remains in the assignment. Should none of the students in the shared position need assistance or all need a more restrictive environment, a layoff notice will be issued, If a student still needs assistance and leaves the shared position to go to another school in the district, the Paraeducator will be given a choice if working with the student in the new setting or staying with the student in the current building, with no reduction of hours.

On Behalf of ISD 622:

On Behalf of SEIU Local 284:

ISD 622 Representative

SEIU Local 284 Representative

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING
Between
Local 284, ISD 622 Paraeducators
And
Independent School District 622

Whereas:

Summer positions are temporary positions unrepresented by any bargaining unit.

Whereas:

During the summer the District is pleased to be able to hire regular school year employees for temporary summer jobs. It permits these employees the opportunity to work at a time in which they would be otherwise not scheduled to work. It provides the District with employees who know the children and teachers for continuity in services, and knowledge of the policies and procedures of the School District.

Therefore:

Regular school year paraeducators hired for summer paraeducator positions will be paid the same rate of pay including longevity they earned during the school year prior to a given summer when working a position within the same category. If an employee is working a position that is not in the same category they are paid at the same step, including longevity they earned during the school year. In addition, regular school year paraeducators hired for summer positions will be allowed to utilize up to three (3) days of their sick leave during their seasonal position. This agreement does not negate any existing contractual language relating to summer (such as the July 4th holiday). The Union and the District acknowledge that summer work is temporary work, separate from the regular school year, not covered by any bargaining unit, and the Union will communicate this to the membership. This MOU is not applicable to targeted services.

On Behalf of ISD 622:

On Behalf of SEIU Local 284:

ISD 622 Representative

SEIU Local 284 Representative

Date: _____

Date: _____