

LABOR AGREEMENT

Between

THIEF RIVER FALLS NO. 564
Thief River Falls, MN

and

MINNESOTA TEAMSTERS PUBLIC AND LAW ENFORCEMENT
EMPLOYEES' UNION, LOCAL NO. 320



Representing
PARAPROFESSIONALS

EFFECTIVE JULY 1, 2025 THROUGH JUNE 30, 2027

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LABOR AGREEMENT
between
THIEF RIVER FALLS I.S.D. #564
and
**MINNESOTA TEAMSTERS PUBLIC AND
LAW ENFORCEMENT EMPLOYEES' UNION, LOCAL NO. 320**
(Paraprofessionals)

This Agreement is entered into between the School Board of Independent School District No. 564, Thief River Falls, Minnesota, hereinafter called the Employer, and the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320, hereinafter called the Union.

ARTICLE 1. PURPOSE OF AGREEMENT

It is the intent and purpose of this Agreement to:

- 1.1 Establish certain hours, wages, and other conditions of employment;
- 1.2 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application;
- 1.3 Specify the full and complete understanding of the parties; and
- 1.4 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

The Employer and the Union, through this Agreement, continue their dedication to the highest quality of public service. Both parties recognize this Agreement as a pledge of this dedication.

ARTICLE 2. RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative, under Minnesota Statutes, Section 179A.03, Subdivision 14, for all personnel in the following job categories:

Paraprofessionals
Certified Occupational Therapy Assistant
Title I Program Assistants
Speech Language Pathology Assistant

- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3. DEFINITIONS

- 3.1 **UNION:** The MN Teamsters Public & Law Enforcement Employees' Union, Local No. 320.
- 3.2 **UNION MEMBER:** A member of the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320.
- 3.3 **EMPLOYEE:** A member of the exclusively recognized bargaining unit.
- 3.4 **EMPLOYER:** Independent School District No. 564, Thief River Falls, Minnesota.
- 3.5 **SUPERINTENDENT:** Superintendent of Schools of Independent School District No. 564, Thief

River Falls, Minnesota. (Function of the Superintendent is to represent the Employer in all instances not requiring Board action.)

- 3.6 DAYS: Actual workdays of the employee or employees concerned.
- 3.7 UNION REPRESENTATIVE: Representative elected or appointed by the business representative and/or steward of the designated unit.
- 3.8 WORK DAY: Time regularly and normally scheduled by the Employer for a particular Employee on a continuous basis. This may be less than or equal to eight (8) hours.

ARTICLE 4. EMPLOYER SECURITY

The Union agrees that during the life of this Agreement, it will not cause, encourage, participate in or support any strike, slow-down or other interruption of or interference with the normal functions of the Employer.

ARTICLE 5. EMPLOYER AUTHORITY

- 5.1 The Employer retains the sole right to operate and manage all manpower, facilities and equipment in accordance with applicable laws and regulations of appropriate authorities.
- 5.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate.

ARTICLE 6. UNION SECURITY

- 6.1 The Employer shall deduct from the wages of employees who authorize such a deduction, in writing, an amount necessary to cover monthly Union dues. Such monies shall be remitted as directed by the Union.
- 6.2 The Union may designate one (1) employee from each category from the bargaining unit to act as a steward and an alternate and shall inform the Employer in writing of such choice and change in position of steward and/or alternate.
- 6.3 The Employer shall make space available on the employee bulletin board for posting Union notice(s) and announcement(s).
- 6.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 7. EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

- 7.1 **Definition of a Grievance.** A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 7.2 **Union Representatives.** The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union Representatives and of their successors when so designated, as provided by Section 6.2 of this Agreement.
- 7.3 **Processing of a Grievance.** It is recognized and accepted by the Union and the Employer that the

processing of grievance as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a Union Representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided that the Employer and the Union Representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work of the Employer. Any grievance requiring board action is to be presented at a regularly designated School Board meeting.

7.4 **PROCEDURE.** Grievance, as defined in Section 7.1, shall be resolved in conformance with the following procedure by the Union and/or the Employer.

STEP 1. An employee claiming a violation concerning interpretation of application of the Agreement, shall, within ten (10) working days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the Employer. The Employer-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) working days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) working days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) working days shall be considered waived. (Relates to immediate supervisor.)

STEP 2. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative. The Employer-designated representative shall give the Union the Employer's Step 2 answer in writing within ten (10) working days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within (10) working days following the Employer-designated representative final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) working days shall be considered waived. (Relates to the Superintendent of Schools.)

STEP 3. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 3 representative. The Employer-designated representative shall give the Union the Employer's answer in writing within ten (10) working days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) working days following the Employer-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) working days shall be considered waived. (Relates to the Board of Education.)

STEP 4. A grievance unresolved in Step 3 and appealed to Step 4 by the Union and/or the Employer shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services. (Relates to the Arbitrator.)

7.5 **Arbitrator's Authority.**

A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and

shall have no authority to make a decision on any other issue not so submitted.

- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

- 7.6 **Waiver.** If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union in each step.

ARTICLE 8. SAVINGS CLAUSE

This Agreement is subject to the laws of the United States and the State of Minnesota. In the event any provision of the Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment of decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provisions may be renegotiated at the request of either party.

ARTICLE 9. PROBATION PERIOD

- 9.1 The probation period shall be three (3) months for original hires or rehires.
- 9.2 A probationary employee may be terminated at the discretion of the Employer. Employees terminated during the probationary period shall receive a written explanation and notice of such termination.
- 9.3 An additional (30) thirty-day extension may be required upon mutual agreement of the Employer and the employee.
- 9.4 Employees who are transferred to other positions within the Paraprofessionals group shall serve a three (3) month probationary period.
- 9.5 Employees who voluntarily transfer or bump who do not successfully complete the probationary period shall be deemed on lay off status.
- 9.6 No employee on a probationary period shall be entitled to the benefit of the grievance procedure as defined in Article 7.

ARTICLE 10. DISCIPLINE

- 10.1 The Employer will discipline employees for just cause only. Discipline will be in the form of:
- A. Oral reprimand,
 - B. Written reprimand,
 - C. Suspension,
 - D. Demotion, or
 - E. Discharge.
- 10.2 Suspensions, demotions and discharges will be in written form.
- 10.3 Written reprimands, notices of suspension and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by the signature of the employee. The employee and the Union will receive a copy of such reprimands and/or notices.
- 10.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the designated Employer.
- 10.5 Discharges will be preceded by a five (5) day suspension without pay. (Veteran to be paid.)
- 10.6 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning.
- 10.7 Grievances relating to this Article shall be initialed by the Union at Step 3 of the grievance procedure under Article 7.

ARTICLE 11. JOB POSTING

- 11.1 All job openings, as the term is used in this Article, refers to a set of duties as determined solely by the Employer, the performance of which is not assigned, at the sole discretion of the Employer to any employee who was employed prior to the existence of any vacancy.
- 11.2 All job openings will be sent via email to all staff and posted at the District Service Center.
- 11.3 Jobs shall be posted for a period of five (5) working days.
- 11.4 The Union and the Union steward will be sent copies of all job postings.
- 11.5 Seniority shall be a factor for selecting the individual to fill a job opening, but overall ability and qualifications shall be the determining standards for selection. The Employer may advertise for applicants not presently employed simultaneously with the posting of job openings and may consider any such applicants along with other current employees of the District.

ARTICLE 12. SENIORITY

- 12.1 A seniority roster shall be maintained by the Employer. Seniority is established at the first date of continuous employment with number of hours not a factor. The roster shall be posted on the Human Resources page of the District website and the employee shall have ten (10) working days to challenge the seniority ranking as posted. All challenges shall be formalized in writing and directed to the Superintendent.
- 12.2 The Superintendent may adjust the seniority ranking, correct the roster and repost. Thereafter,

each employee shall have ten (10) working days to challenge the roster ranking of seniority. If the Superintendent denies or fails to adjust within five (5) days after receipt of the challenge, the employee may grieve under Article 7.

- 12.3 If the roster is posted without challenge as provided in this paragraph, the seniority ranking is fixed and all future challenges are waived. Once so fixed, no grievance may be brought and seniority ranking may not be challenged in any termination or disciplinary proceeding.
- 12.4 A reduction of work force will be accomplished on the basis of seniority. Employees shall be recalled from layoff on the basis of seniority. An employee on layoff shall have an opportunity to return to work within one (1) year of the time of his/her layoff for a position for which they are qualified before any new employee is hired. Any employee on layoff must be notified by certified mail (at his/her last known address) to return to work. The employee shall have five (5) workdays to indicate intent to return and then ten (10) workdays to return. An employee who fails to meet these time limits shall be considered to have voluntarily terminated employment with the Employer.
 - A. An employee on layoff who is returned to work shall return to work at the same wage step that he/she was receiving at the time of layoff.
- 12.5 Ties on seniority will be broken based on the last four digits of the employee's social security number. The employee with the lowest last four digits being most senior.

ARTICLE 13. CONSTITUTIONAL PROTECTION

Employees shall have the rights granted to all citizens by the U. S. and MN State Constitution.

ARTICLE 14. OVERTIME

- 14.1 Overtime is incurred when an employee renders services at the specific direction of the Employer for hours worked over forty (40) in a workweek. Overtime shall be calculated at one and one-half (1½) the employee's regular rate of pay.
- 14.2 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 14.3 Overtime shall be calculated to the nearest fifteen (15 minutes).
- 14.4 A workweek commences at 6:00 a.m. on Monday.

ARTICLE 15. COMFORT AND SAFETY

- 15.1 First aid kits shall be stocked and placed at each work location.
- 15.2 All employees who are injured during the course of their employment shall file an accident report with the designated supervisor within twenty-four (24) hours or next full business day no matter how slight the injury on form furnished by the Employer.
- 15.3 The Employer shall comply with the provisions of Minnesota Statutes, Chapter 732. Maintenance of safe work areas and the prevention of accidents are the continuing responsibilities of the Employer and the employees. Employees shall be required to utilize all protective clothing or devices provided by the Employer.

ARTICLE 16. SICK LEAVE

- 16.1 All regularly scheduled employees working nine (9) months per year shall receive eleven (11) days of sick leave to accumulate to one hundred thirty (130) days. As used in this paragraph, a day means the length of the employee's workday.
- 16.2 Sick Leave may be used for approved medical reasons and for the circumstances set forth in the earn sick and safe time act (ESST) as defined in Minnesota Statute Sections 181.9446-181.9448. Sick leave may be used in fifteen (15) minute increments. Employees who use sick leave for more than three consecutive absences may be required to provide reasonable certification of the need for leave.
- 16.3 **Personal Leave.** All employees eligible for sick leave may be granted a leave at the discretion of the School District of not more than six (6) work days per year-of up to two (2) years personal leave (up to twelve (12) days). The days used to be deducted from sick leave for situations that arise requiring the employee's personal attention which cannot be attended to when school is not in session and which are not covered under other provisions of this Agreement.
- 16.4 **School Conference/Activity Leave.** Employees shall be granted up to a total of sixteen (16) hours during any school year to attend school conferences and/or school classroom activities related to the employee's child provided the conferences or classroom activities cannot be scheduled during non-work hours. When a leave cannot be scheduled during non-work hours and a need for leave is foreseeable, the employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as to not disrupt unduly the operations of the School District. Employees eligible for personal leave may utilize their personal leave allotment, otherwise the leave will be without pay.

ARTICLE 17. HOLIDAYS

- 17.1 All employees to receive the two (2) following paid holidays on the basis of the employee's work day:

Christmas Eve Day Christmas Day
- 17.2 In the event that any of the above-mentioned holidays fall on a Saturday, the Friday before will be observed. If the holiday falls on a Sunday, the Monday following will be observed.

ARTICLE 18. FUNERAL LEAVE

- 18.1 All employees eligible for sick leave to be allowed up to five (5) working days off with full pay for each occurrence of death in the immediate family. The first two (2) days of funeral leave shall be paid by the employer and the remaining three (3) days shall be deducted by the employee's sick leave accruals. Immediate family is defined as follows: spouse, child, parent, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, grandchild, aunt, uncle, niece, nephew, and step child.
- 18.2 Additional time off with pay when extended out-of-town travel is required may be requested and such request must be approved by the Superintendent.

ARTICLE 19. MAINTENANCE OF BENEFITS

All other conditions not herein mentioned to remain as now in effect.

ARTICLE 20. LEAVES OF ABSENCE

- 20.1 **Absence Without Pay.** A leave of absence without pay and benefits not to exceed one (1) year after four (4) years of employment may be granted without loss of seniority upon School Board approval. No extended leave without pay will be granted for the purpose of accepting other employment.
- 20.2 **Child Care Leave.**
- Subd. 1.** A child care leave for the care of a child by either parent of such child may be granted by the School District for a period of time not to exceed twelve (12) months duration, all without pay or fringe benefits.
- Subd. 2.** A staff member shall apply for childcare leave on a form provided by the School District at least three (3) calendar months before the intended date for the commencement of the leave. Such proposed beginning or ending date of the child care leave may be mutually agreed upon by the School District and the staff member so that the dates of the leave coincide with some natural break in the school year, i.e., winter vacation, spring vacation, semester or quarter break, or end of the school year. The leave may be extended beyond twelve (12) months if mutually agreed upon between the staff member and the School District.
- Subd. 3.** If the request for the child care leave is occasioned by pregnancy, the pregnant staff member will be eligible to use sick leave benefits pursuant to Article 16 (if applicable) for any period of time during which the staff member is disabled. The pregnant staff member will provide a statement from her physician indicating the expected date of delivery and the disability period. After the period of disability, the remainder of the leave would be unpaid. For example, after a regular vaginal birth, the period of disability might be six (6) weeks. After the six (6) week period had expired, the staff person would no longer be eligible to use sick leave benefits in order to be paid during her leave.
- Subd. 4.** A staff member may elect for a portion of the childcare leave to be family/medical leave pursuant to the Family Medical Leave Act. (Eligible employees are entitled to up to a total of twelve (12) workweeks per fiscal year of family and/or medical leave. Any family or medical leave taken is counted against this total.) If the staff member so elects, the staff member is eligible for continuation of School District contributions toward health insurance (if applicable) during the period of the family/medical leave. In the event a staff member does not return to the School District from a family / medical leave, the School District may recover the amounts paid toward such premiums during the unpaid period of the leave. Any disability leave as set forth in Subdivision 3 runs concurrently with the beginning of the family/medical leave.
- Subd. 5.** A staff member on a child care leave of absence may be eligible to continue to participate in group insurance programs (if applicable) after the twelve (12) week family/medical leave if so permitted under the provisions of the School District's insurance policies, but any premium for such programs shall be borne solely by the staff member who elects to participate. In the event that a staff member on a childcare leave of absence does not return to the School District, the right to continue participation in such group insurance programs will be pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA).
- Subd. 6.** A staff member returning from child care leave shall be reinstated in a position in the bargaining unit of equal hours to the one held before the leave unless previously discharged, or otherwise terminated. Because the applicable periods of probationary employment are intended to be periods of actual service subject to performance

evaluation, the parties specifically agree that any periods of time during which a probationary staff person is on a child care leave shall not count in determining the completion of the probationary period. All credit for longevity used to determine step replacement and any unused and accumulated leave time (if applicable) earned prior to the beginning of a child care leave shall be retained by the staff person and eligible for use upon the staff member's return from the child care leave.

20.3 **Adoption Leave.** An adoption leave without pay may be granted to any staff member, married or single, upon written application for such leave.

Subd. 1. When date of adoption is learned, the staff member shall submit a written application for adoption leave to the Board of Education.

Subd. 2. Adoption leave will start with the date of adoption and may be a period of up to six (6) months.

Subd. 3. Upon return, the staff person shall be reinstated in a position within the bargaining unit of equal hours to the one held before the leave unless previously discharged, or otherwise terminated.

20.4 **Military Leave.** Military leave is provided for by State and Federal Statutes.

20.5 **Jury Duty.** Leave of absence with pay not chargeable against the employee's allowance shall be granted when employee is called for jury duty or for any properly issued and served subpoena (copy to be provided to School District). The employee shall turn over to the School District any jury duty salary paid. An employee excused for jury or as a witness shall return to work immediately if dismissed from jury service.

ARTICLE 21. SALARIES

2025-2026 2.5% COLA plus step
 2026-2027 2.5% COLA plus step

| Pay Level | 2025-2026 | 2026-2027 |
|-----------|-----------|-----------|
| 1 | \$18.64 | \$19.11 |
| 2 | \$19.22 | \$19.70 |
| 3 | \$19.79 | \$20.28 |
| 4 | \$20.36 | \$20.87 |
| 5 | \$20.92 | \$21.44 |
| 6 | \$21.96 | \$22.51 |

Certified Occupational Therapy Assistant/ Speech Language Pathology Assistant

| Step | 2025-2026 | 2026-2027 |
|------|-----------|-----------|
| 1 | \$23.52 | \$24.11 |
| 2 | \$24.53 | \$25.14 |
| 3 | \$25.53 | \$26.17 |
| 4 | \$26.54 | \$27.20 |
| 5 | \$27.55 | \$28.24 |

Step increments will occur on July 1st of each year. Any new employee working a partial year will receive a step increment on July 1, regardless of hire date.

\$700/year allowance paid to each employee continuously employed between the dates of November 15th to January 15th of each school year with payment to be received on the January 15th paycheck.

Longevity Pay:

- All employees with a minimum of ten (10) years of continuous service shall receive sixty cents (\$0.60) per hour above base pay.
- All employees with a minimum of fifteen (15) years of continuous service shall receive seventy-five cents (\$0.75) per hour above base pay.
- All employees with a minimum of twenty (20) years of continuous service shall receive ninety cents (\$0.90) per hour above base pay.
- All employees with a minimum of twenty-five (25) years of continuous service shall receive one dollar and fifty-cents (\$1.50) per hour above base pay.

Employees at the top step prior to July 1 shall receive a step disparity payment of \$650 to be paid on the January 15th paycheck.

Inclement Weather: All employees shall be compensated for up to three (3) chronological occurrences per year for lost time.

Fourth chronological occurrence only, employees who are clocked in and already begun his/her work shift when school is cancelled shall be given an option to work a maximum of two hours at the discretion of the administrator with employee safety as first priority.

Employees working at the request and approval of the District at an overnight school sponsored event shall be paid for ten (10) hours of work per day.

ARTICLE 22. INSURANCE

- 22.1 Health. All employees who meet the full-time employee definition in accordance with the Patient Protection and Affordable Care Act (PPACA) will be offered to participate in the Employer group health and hospitalization insurance plan. Effective July 1, 2024, the Employer contribution towards health and hospitalization plan will be \$700 per month towards a single plan or \$1,000 per month towards a family plan. If there are any excess contributions from the employer that amount shall be put in the employee's HRA/HSA or VEBA account. Any additional costs of the premium for the School District's health insurance plan shall be bore by the employee and paid by payroll deduction. Those employees who do not meet the full-time employee definition in accordance with PPACA do not qualify for Employer group health and hospitalization insurance.

Enrollment or insurance waiver forms must be completed by May 31 in order for the health insurance benefit to be effective July 1 of the same year. No late applications will be accepted without a qualifying event.

Each employee who qualifies for the District's health insurance may select from any of the District's available health insurance plans. The School District's Minimum Value Insurance Plan option was added as a health insurance option on July 1, 2014. This plan is the Minimum Value Plan (i.e., Bronze Plan) as defined in the PPACA and the deductible amount will be indexed every year.

- 22.2 HRA (Health Reimbursement Arrangement)/HSA (Health Savings Account) or VEBA (Voluntary Employee Beneficiary Association) account(s):
- A. The District adopted a HRA/HSA or VEBA compatible plan for eligible employees who are covered under this Collective Bargaining Agreement. The District, the Union, and the employees covered under this Agreement assent to and ratify the appointment of the trustee

and plan administrator in place on the adoption date of this Agreement. It is intended that this arrangement constitute a voluntary employee's beneficiary association under Section 501 (c) (9) of the Internal Revenue Code.

- B. Benefit Provided Through the HRA/HSA or VEBA: The District will provide the following welfare benefit arrangement through the HRA/HSA or VEBA Plan: The Health Reimbursement Arrangement for Active Employees.
- C. Payment of Administrative Fee: Administrative fees allocable to individual accounts of active employees shall be paid from the individual account. Administrative fees allocable to the individual accounts of former employees, including retirees, shall be paid from individual accounts. Administrative fees shall be paid from individual accounts of all participants in the event the HRA/HSA or VEBA is terminated.
- D. Group Health Plan: The District will make a high deductible health plan (HDHP) available to all eligible employees and eligible retirees who elect to participate in the plan. An eligible employee may annually choose to elect this plan as a HRA/HSA or VEBA. Each eligible employee is responsible for understanding the rules and regulations for participating in each of the plans. An eligible HDHP deductible amount will be indexed every year according to law.

- 22.3 Group Life: The District will provide a group term life insurance policy in the amount of \$20,000 for each employee working a minimum of fifteen (15) hours per week on a regular schedule. Life insurance benefits decrease by fifty percent (50%) for employees reaching age 70. If permitted by the insurance carrier, any employee may obtain additional group term life insurance benefits for \$20,000 at the sole expense of the employee, with the premium payment made by payroll deduction through the School District. Actual coverage subject to conditions as defined by the group insurance policy.
- 22.4 Disability. Employer shall provide each employee who works a minimum of sixteen (16) hours per week on a regular schedule with a disability policy after six (6) months of continuous employment subject to the approval by carrier.
- 22.5 Claims against the School District: The only obligation of the School District is to purchase insurance policies, the terms of which will define the scope of coverage, as provided by law and pay such amounts as agreed to herein. No claims shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.
- 22.6 School District employees, or their family members, are responsible for the initial application of claim processing.
- 22.7 Workers' Compensation. Pursuant to Minn. Statute §176, employees injured on the job in the service of the School District and collecting Workers' Compensation insurance, may use partial paid leave by submitting a copy of the Workers' Compensation check to payroll immediately upon receipt and this amount will be deducted from the next paycheck. The employee shall be credited back with the amount of sick leave the check can buy back. Units credited shall be no less than one-half (1/2) day increments.

ARTICLE 23. TEMPORARY EMPLOYEES/CASUAL SUBSTITUTES

- 23.1 Temporary employees hired for a period not to exceed one hundred and twenty (120) calendar days shall not be entitled to benefits provided to employees in this Agreement except designated holidays that occur during the period of such work. Such temporary employees shall be compensated at the hourly substitute rate established by School Board policy up to and including

the first sixty-seven (67) calendar days and an additional fifty cents (\$.50) per hour thereafter. A temporary employee is defined as an individual hired to a specific position with a predetermined start and end date.

23.2 Casual substitutes shall not be entitled to benefits provided to employees in this Agreement and shall be compensated at the hourly substitute rate established by Board policy up to an including the first sixty-seven (67) calendar days and an additional fifty cents (\$.50) per hour thereafter. A casual substitute is defined as an individual hired on an "on-call" basis and may substitute periodically in more than one position and/or building.

ARTICLE 24. REST PERIOD


All employees are to be granted a fifteen (15) minute break/rest period during each consecutive four (4) hour work period.

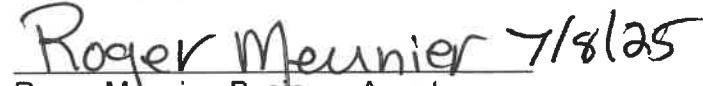


ARTICLE 25. 403B MATCH PLAN:

- 25.1 403B Match Plan
Independent School District #564 provide a matching program to a 403(B) tax sheltered annuity plan as follows and the Minnesota Statute Section 356.24 as negotiated for school district employees. Eligible employees must elect to participate in the 403(B) annuity matching program pursuant to the annuity plan requirements.
- 25.2 The annual election is subject to the terms set in the board policy and negotiated contract. The school districts matching contribution to employees participating in the 403(B) matching program shall be \$650 per year.
- 25.3 The school district will make the foregoing matching contributions to the employees' 403(B) annuity only if the employee makes a like match per year.
- 25.4 **Approved Plans**
The School District will make matching contributions only to the annuity plans currently approved by the District. New vendors must meet the requirements as outlined in the School District Tax Sheltered Annuity Policy.

ARTICLE 26. DURATION OF CONTRACT

This Agreement shall be in effect from July 1, 2025 through June 30, 2027.

THIEF RIVER FALLS ISD #564
 7/28/25
Board Chair
 7/28/25
Board Clerk
 7/28/25
Board Chief Negotiator

MN TEAMSTERS LOCAL NO. 320
 7/8/25
Roger Meunier, Business Agent
 7/29/25
Union Steward
 7-30-25
Union Steward


MEMORANDUM OF AGREEMENT

It is agreed between Thief River Falls School District #564 and Teamsters Local No. 320, layoff procedures for the Paraprofessionals shall be as follows:


1. A Paraprofessional whose position is eliminated or restructured for the succeeding school year shall be eligible to bump into a position held by a less senior Paraprofessionals, providing the senior employee possess overall ability and required qualifications for said position.
2. There will be no posting of positions. The procedure will be managed by the Personnel Office Manager as follows:
 - A. The most senior Paraprofessional affected by an elimination or restructuring will meet with the Personnel Office Manager to bid for a position held by a less senior Paraprofessional.
 - B. Once established by administration that the senior employee has the required qualifications to fulfill the job duties the assignment will be granted. This procedure will continue until all bumps and reassignments have been completed and identification of the Paraprofessional(s) for layoff has been established.

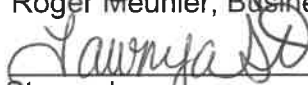
3. A Paraprofessional, regardless of seniority, whose position has not been affected by elimination or restructuring will not be eligible for this bumping process unless position currently holding is bumped into by a more senior Paraprofessional.
4. This procedure is to be a year-end procedure for the succeeding school year only. If elimination or restructuring occurs during the school year, positions to be bumped shall be those held by the least senior employee.
5. Employees who bumped to other positions within the Paraprofessionals Unit shall serve a three-month probationary period. Employees who do not successfully complete the probationary period shall be allowed to bump into a position held by the least senior employee with comparable hours/day. This will be allowed one (1) time only. If the employee again does not successfully complete the probationary period the employee shall be deemed on lay-off status. The employee shall be entitled to the benefit of the grievance procedure as defined in Article 7 provided the employee successfully completed the initial probationary period upon original employment as defined in Article 9.1.
6. This lay-off procedure shall commence when the School District has finalized all reductions and/or restructuring for the Paraprofessionals bargaining unit, prior to July 1st if feasible.
7. It is agreed by both parties that by entering into this Memorandum of Agreement that it does not in any way effect the negotiated contract language of the Labor Agreement between I.S.D. 564 and Teamsters Local 320 Paraprofessionals.
8. It is agreed that this lay-off procedure will become effect with the 1996-97 school year.
9. Teamsters Local 320 hereby waives, discharges and dismisses any and all grievances, claims or causes of action it has or could have relating to lay-off procedures utilized for the 1996-97 school year up to the date of entering into this Agreement.

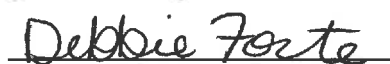
THIEF RIVER FALLS I.S.D. #564

 7/28/25
 Board Chair Date

MN TEAMSTERS LOCAL NO. 320

 _____
 Roger Meunier, Business Agent Date

 7-29-25
 Steward

 7-30-25
 Steward

RM;ab/opeiu12trfContracts2021FINAL