Labor Agreement

Between

Independent School District 622

And

The Service Employees International Union 284

Representing Education Assistant Personnel

For

Contract Years
July 1, 2025 to June 30, 2027

School District 622

NORTH ST. PAUL | MAPLEWOOD | OAKDALE

Ready for tomorrow

Table of Contents

ARTICLE I
PURPOSE

<u>Section 1</u>. **<u>Parties</u>**: **THIS AGREEMENT** is entered into between the School Board of Independent School District 622, Maplewood, Minnesota (hereinafter referred to as the School Board or School District) and the Service Employees International Union (SEIU) Local 284 (hereinafter referred to as the Union) 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 Education Assistant employees during the duration of this Agreement.

ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

<u>Section 1</u>. **<u>Recognition</u>**: In accordance with the P.E.L.R.A., the School Board recognizes the School Service Employees Local 284 as the exclusive representative for Education Assistant employees employed by the School Board of Independent School District 622, which Union shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

<u>Section 2</u>. **<u>Appropriate Unit</u>**: The exclusive representative shall represent all such employees of the district contained in the appropriate unit as defined in Article III, Section 2 of this Agreement and the P.E.L.R.A. and in certification by the Commissioner (Case No. 90-PTR-3095).

ARTICLE III
DEFINITIONS

<u>Section 1</u>. **<u>Terms and Conditions of Employment</u>**: 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 effecting the working conditions of the employees.

<u>Section 2</u>. **<u>Description of Appropriate Unit</u>**: For purposes of this Agreement, the appropriate unit shall include all Education Assistant employees employed by Independent School District 622, Maplewood, MN, who are public employees within the meaning of MN Statute 179A.03, Subd. 14, excluding the following: confidential employees, supervisory employees, whose services do not equal or exceed 10 (ten) hours per week in the employee's bargaining unit.

<u>Section 3</u>. **<u>Definition</u>**: Any reference to the School Board or School District in this Agreement shall mean the School Board or its designated officials or representative.

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

ARTICLE IV
SCHOOL BOARD RIGHTS

Section 1. **Inherent Managerial Rights**: The Union recognizes that the School Board 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 Board.

Section 2. **Management Responsibilities**: The Union recognizes the right and obligation of the School Board 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. **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 Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives and orders issued by properly designated officials of the School District, insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement, and recognizes that the School Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State.

Section 4. 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 may host meetings with building specific stewards and all education assistants to discuss updates and concerns, these meeting may occur at least three (3) times a year.

ARTICLE V
EMPLOYEES 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 a 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 Board recognizes the right of employees to form and join labor or employee organizations.

Section 3. Request for Payroll Deduction, Authorization and Remittance: Employees have the right to request and be allowed payroll deduction for the Union and for the Union’s political action committee. The District, in accordance with MN §179.06, Subd. 6. will commence deductions within thirty days (30) of receiving notice from the Union of the authorized deduction(s). The District will remit deductions to the Union within thirty days (30) of the deduction.

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

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

Section 4. **New Hires**: Upon 60 (sixty) days after ratification of the 2023-2025 Education Assistant Labor Agreement, the Union shall be notified when new bargaining unit employees are hired. This notice shall include the employee's name, position, job location and contact information (both phone number and email address). The Union Representative or Union Steward shall meet with the new employee(s) within thirty (30) days of being employed. At that time, the Union Representative or a Union Steward, shall, for up to thirty (30) minutes during employer paid time, make a presentation to the new employee(s) regarding their rights, contract benefits, and union membership as well as providing the employee(s) with union literature and the Union may provide relevant literature for union membership to District Human Resources to have added to the new hire folder. To the extent possible, this time should be scheduled with as many new employees as possible and at a time of day approved by the supervisor.

Section 5. **Non-Discrimination and Non-Retaliation**: The District shall not discriminate or retaliate based on Union membership or any other basis prohibited by law.

ARTICLE VI
HOURS OF SERVICE

Section 1. **Work Year and Work Day**: The normal work day for employees is six (6) hours each day that school is in session, however, building supervisors may add hours and/or days to the employees' work schedule as building needs arise. Greater or fewer hours each day and greater or fewer days each week may be provided for as determined by the individual building needs. In some instances, the work year may begin a few days before school or terminate a few days after the school year, again subject to specific building needs. The specific hours to be worked each day are to be determined by the building principal and any lunch break will be exclusive of the work day. All work performed in excess of 40 (forty) hours per week shall be paid at the rate of time and one-half (1 ½).

> **Subd.** **1:** When an employee is required to perform the job duties of an absent employee and maintain his/her normal job duties, the employee will initiate a discussion with his/her supervisor to clarify whether additional time will be added to the employee's normal schedule or accomplished within the employee's normal hours.

<u>Section 2</u>. **<u>Holidays</u>**: The following paid holidays are provided annually:

1	Labor Day	If the holiday falls within the regular scheduled work calendar or when mandated training occurs prior to Labor Day.
2	Thanksgiving Day	
3	Work Day Before Federal Christmas Holiday	
4	Federal Christmas Holiday	
5	New Year's Day	
6	President's Day	
7	Two (2) Floating Holidays	Must be used on a non-student contact day.

Holiday pay shall be equivalent to an employee's normal daily pay. 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).

<u>Section 3. Rest and Meal Breaks:</u>

Rest Breaks: Each employee who works three (3) or more consecutive hours per day shall be provided a paid 15 (fifteen) minute break at an appropriate time as determined by the principal or supervisor.

Meal Break: An employee working five (5) hours or more consecutive hours shall be provided an unpaid one-half hour (1/2) lunch period. Breaks will not be scheduled at the very beginning or end of shift.

EAs who, due to unforeseen events that requires emergency assistance as directed by the building leader/supervisor, are required to work through a paid 15 (fifteen) minute break or unpaid 30 (thirty) minute lunch break shall be compensated as follows:

1. If the lunch break is interrupted within the first 15 (fifteen) minutes, an EA may resume their 30 (thirty) minute lunch period again after the cause of the interruption has been addressed, modifying their time sheet as necessary and approved by the building leader/supervisor.

2. An EA may timesheet a lunch break not received and so indicate that an unforeseen event requiring emergency assistance was the reason for the missed lunch break. This must be approved by the building leader/supervisor.

3. If 15 (fifteen) minutes or less of the lunch break or a 15 (fifteen) minute break was interrupted/not received, an EA may leave early from their current shift and/or arrive late for their next shift by the same amount of time provided that doing so is pre-approved by their building Principal and that the EA is in the office during student contact hours.

<u>Section 4</u>. **<u>Emergency Pay</u>**: 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 personal leave for up to three (3) days per school year. In the event there are additional school closings, employees will have the option to use personal leave per Article IX, Section 6 or a floating holiday per Article VI, Section 2. Employees reporting for work on a day when school is subsequently closed shall receive pay for hours worked or two (2) hours of pay, whichever is greater.

Section 5. E-learning: Minnesota State Statute §120A.414 allows school districts to hold e-learning days due to inclement weather. The Superintendent of Schools has sole authority to call for an e-Learning day as school district must meet a minimum number of instructional hours and instructional days each year. District 622 will utilize an e-Learning day once the district is at risk of falling below the required number of instructional hours and days. When an e-Learning day is utilized, it will be for the entire district, and the expectations are the District will follow MN Stat. §120A.414 and applicable changes.

Section 6. **Staff Development**: The District will provide the opportunity to attend staff development sessions equivalent to three (3) working days. This will be in addition to regular student contact days.

ARTICLE VII
COMPENSATION

Section 1. **Time Sheets**: All time worked, including approved time worked before the school year starts, after the school year ends, and mandatory in-service meetings, will be paid for on the basis of a properly-submitted time sheet.

Section 2. **Paydays**: Paydays will be bi-monthly.

Section 3. **Wage Rates**: The wage rate is not inclusive of additional compensation for longevity pay (Article VII, Section 5 Longevity Pay and Section 6 Degree differentials). The following wage rates will be in effect during the term of this contract:

2025-2026	2026-2027
$22.66	$23.34

Section 4. **Continuity of Wage Rates and Experience**: If the School District eliminates an employee's position and that employee is rehired at any time during the following school year, the rate of pay and longevity shall be as if the employment had been continuous.

Employees returning to the School District after an approved leave of absence of 12 (twelve) months or less shall receive the rate of pay and longevity as if the employment had been continuous. Employees returning to the School District after an absence of more than 12 (twelve) months will be treated as new hires.

Section 5. Longevity Pay: Education Assistants shall be paid longevity pay, at the rate per hour according to the following schedule, in addition to their scheduled wage rate:

Longevity Pay		
Years in Bargaining Unit	**2025-2026**	**2026-2027**
5 Years	$0.75	$1.00
10 Years	$1.00	$1.25
15 Years	$1.50	$1.75
20 Years	$1.75	$2.00
25 Years	$1.85	$2.10

*Effective with the 2020-2021 school year, employees who have completed five (5), ten (10), fifteen (15), twenty (20) or twenty-five (25) years of service on or before January 1 (first) will receive longevity pay for that school year. Employees who have completed years of service after January 1 (first) will receive longevity pay effective the following school year.

<u>Section 6.</u> <u>Degree Differential:</u> Newly hired Educational assistants who have a college degree must provide an official transcript (copies will not be accepted) from an accredited educational institution prior to their start date in order to receive the differential. Any official transcripts submitted to Human Resources more than two (2) weeks after the new hire onboarding meeting will be processed in accordance with the District's payroll schedule and will be effective the following pay period after the official transcripts are received by Human Resources.

Currently employed Educational Assistants who have a college degree must provide an official transcript (copies will not be accepted) from an accredited educational institution. Transcripts will be processed in accordance with the District's payroll schedule and will be effective the following pay period after the transcripts are received by Human Resources. Any official transcripts that are submitted and received by Human Resources after April 1 (first) will be effective the following school year.

Hourly Degree Differential Rate:

Bachelor's Degree	Master's Degree
$0.75	$1.25

*Note: Degree differentials are not cumulative, only the highest level of degree differential will be applied.

<u>Section 7.</u> <u>Substitute Pay</u>: Whenever an employee agrees to provide non-licensed substitute service for a non-bargaining unit employee who is absent for one-half (1/2) or more of the employees' normal working day, the employee shall be paid an additional $.50 per hour.

An Educational Assistant who holds an active MDE/PELSB issued teaching license that is in agreement to teach shall receive $50.00/day in addition to their regular rate of pay. Substitute teacher pay may only occur if the Educational Assistant and Principal are in mutual agreement and the employee is teaching half of the school day or more. Additional pay will be submitted by completing a timesheet.

Any Educational Assistant that is NOT actively licensed by MDE/PELSB is not eligible for this substitute teacher pay.

ARTICLE VIII
INSURANCE

<u>Section 1.</u> <u>Medical/Vision Care Insurance</u>:

Effective July 1, 2024, for all eligible current Education Assistants, the School District will contribute a sum not to exceed $715.80 per month for individual medical-surgical hospitalization and vision care coverage and $1,680.25 per month for family medical-surgical-hospitalization and vision care coverage for the 2024-2025 school year. The balance of the premium, if any, shall be contributed by the employee and paid by payroll deduction. The District contribution will be provided on a twelve-month basis from July 1 of one year through June 30 of the next year.

Effective July 1, 2026, for all eligible current Education Assistants, the School District will contribute the following for individual medical-surgical hospitalization and vision care coverage. The balance of the premium, if any, shall be contributed by the employee and paid by payroll deduction. The District contribution will be provided on a twelve-month basis from July 1 through June 30 of the next year:

	Copay Plan	HSA Plan
Single	$715.80	$787.38
Family	$1680.25	$1848.28

<u>Section 2.</u> <u>Eligibility</u>: Employees must work at least twenty (20) hours per week to be eligible to participate in the school district group health/hospitalization/vision care insurance plans. Employees who worked 20 (twenty) or more hours per week and were enrolled in insurance and whose hours are involuntarily reduced shall continue to participate in the insurance as if they were working 20 (twenty) hours. If the employee has the opportunity to take a position equal to or greater than the hours of the original position or is offered a comparable position by the district and decides to decline the position, the benefits for that individual will be reduced.

<u>Section 3</u>. **<u>Qualifying Event:</u>** Employees may make changes to their insurance as allowable under IRS regulations and in conjunction with the health plan.

<u>Section 4.</u> <u>Dental Insurance:</u> The school district shall make available to all employees. Effective July 1, 2022 the district shall provide a dental plan and contribute $66.30 per month towards the cost of coverage. The balance of the premium shall be contributed by the employee and paid through payroll deduction. To be eligible for coverage, employees must work at least twenty (20) hours per week.

<u>Section 5</u>. **<u>Life Insurance</u>**: Employees shall be provided with fully paid term life insurance in the amount of $35,000. Employees hired on or after May 1, 2004 must work at least twenty (20) hours to be eligible for life insurance. Group insurance is subject to the terms of the life insurance policy.

Effective October 1, 2026, the amount of basic life insurance for active employees will be $50,000.00. This increase applies only to current, active employees; former employees or retirees who continue coverage are not eligible for this increase.

Section 6. **Long-Term Disability Insurance**: The School District will pay the premium for long-term disability insurance for eligible employees enrolled in and who qualify for the School District group long term disability plan. LTD coverage shall be equal to 70% (seventy) of normal earnings after a 60 (sixty) calendar day waiting period. Employees may supplement, at their option, LTD coverage through proration of accumulated sick leave/PTO. To be eligible for LTD, employees must normally work 20 (twenty) or more hours per week and be on paid status in the month in which the 60 (sixty) calendar day waiting period is reached. Upon termination of employment or placement on unpaid status, eligibility for LTD shall cease if not already approved, effective the first day of the month following termination or placement on unpaid status.

Section 7. **Proof of Insurability**: Employees who withdraw from medical/hospital insurance coverage must furnish proof of insurability satisfactory to the carrier prior to resumption of coverage under this Article.

Section 8. **Non-Duplication with Medicare**: If the retiree or dependent is entitled or would be entitled if enrolled, to have any part of the cost of eligible services or supplies paid by Medicare Parts A or B, even though the retiree does not enroll in Medicare or waives or fails to claim medical benefits, the service plan will reduce the amount furnished under this contract so that the total amount paid under this contract and Medicare or what is estimated to be paid under Medicare does not exceed the total charges for covered benefits.

ARTICLE IX
RETIREMENT

Section 1. Tax Sheltered Annuity: The employer will continue to make available to employees the tax sheltered annuity program pursuant to M.S. 123.35, Subd. 12, and School District policy. The School District reserves the right to limit the vendors of tax deferred programs to those who agree to requirements which meet Federal and State compliance regulations for such plans. Vendors will be given a ninety (90) day notice to produce evidence of such compliance with regulations. At the end of the ninety (90) day period, the District will discontinue withholding employees' funds and subsequent transfer of funds to vendors not in compliance.

Section 2. Retiree Insurance: An eligible employee retiring on or after age 55 (fifty five) will be provided the option to continue the medical-hospitalization, vision insurance, life insurance and dental plans by paying the premiums to the School District for 11 (eleven) years.

Section 3. **Sick Leave/PTO Accrual**: Unused sick leave days per employee may accumulate to a maximum credit of 230 (two hundred thirty) days. At termination of employment, employees who have 10 (ten) or more years of service in the unit shall receive pay for fifty percent (50%) of unused sick leave, which the District will contribute into one of the 403(b) accounts designated by the District. Unused sick leave will be calculated on the basis of the basic daily rate of the employee on the last working day prior to termination.

Section 4. Severance: In applying these provisions, the daily rate of severance pay shall be the basic daily rate of the employee on the last working day prior to termination. Upon retirement, the School District will contribute an amount equal to the value of the employee's accrued severance pay into a 403(b) account established by the employee exclusively for the purpose of receiving such payment (the

"Severance 403(b)"). The School District's tax sheltered 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 sheltered 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.

Section 5. Severance Pay: The Severance Pay worksheet calculation generated by the District must be returned within 90 (ninety) days of the date of document. If the Retirement Worksheet is not returned within 90 (ninety) days, the District will establish and deposit the payout to an account of the District's choice with a copy sent to the employee at their address on file.

ARTICLE X
LEAVES

Section 1. Sick/Personal Time Off (PTO): Sick/PTO may be used for absences due to personal matters, appointments, or other needs that require time away from work, subject to supervisor approval and operational needs. When an employee is unable to report for work because of illness or injury, it must be reported promptly to the proper supervisor. Effective 2026-2027 school year, the District's sick leave benefit will be replaced with Paid Time Off (PTO) in accordance with the provisions of this agreement.

PTO usage is subject to the following conditions:

1. Supervisor Approval: PTO must be requested and approved in advance.
2. Notice Requirements: Employees are expected to provide a minimum of 3 days notice of intended PTO use. Emergency situations will be considered on a case-by-case basis.
3. Operational Impact: PTO approval may be limited during periods of high operational demand or staffing shortages to ensure that essential services are maintained.
4. Interaction with Other Leave: PTO may not be used concurrently with other leave entitlements unless specifically permitted by District policy or labor agreement provisions.

Employees are encouraged to plan PTO in a manner that minimizes disruption to departmental operations while allowing for personal flexibility.

Accumulated unused sick leave/PTO earned may be carried over from year to year, up to a maximum accumulation of 230 (two hundred thirty) days. This carryover provision applies only to previously accrued sick leave/PTO of 80 (eighty) hours and does not apply to the annual frontloaded PTO allotment of 48 (forty eight) hours which will be paid out at the end of the applicable school year if unused. PTO of 80 (eighty) hours will be frontloaded each school year for employees.

Employees beginning employment November 1 (first) or after will receive 48 (forty eight) hours of PTO frontloaded, unused PTO from that school year's distribution will be paid out at the end of the school year.

Section 2. **Continuity of Sick Leave**: If the School District terminates an employee and the person is rehired within 180 (one hundred eighty) days of separation, any unused sick leave/PTO will be retained if the sick leave/PTO is not paid out.

Section 3. **Medical**: Necessary medical leave without pay, not to exceed one (1) year, may be granted by the employer at its sole discretion to any employee requesting it in writing. Employees receiving such leave shall receive confirmation in writing and shall continue to accrue seniority. The employer may extend the medical leave an additional six (6) months. The employer, on request, may require medical proof of illness. Upon return from such approved medical leave, the employee shall be reinstated to the employee's original position, or if the original position is not available, to a position of like status and pay. Upon approval of a medical leave, the Union will be so notified.

Section 4. **FMLA**: Leaves shall be granted to eligible employees in accordance with the Federal Family and Medical Leave Act (FMLA) and the MN Paid Family Leave. Employees should review the School District's policy regarding utilization of accrued time off prior to requesting unpaid leave. Upon approval of a FMLA leave and the MN Paid Family Leave, the Union will be so notified.

Section 5. **Illness/Injury**: An employee may use sick leave/PTO for absences due to the illness or injury of the employee's child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent (as defined by Minn. Statutes), with approval of the immediate supervisor and with no salary deduction for each incident, provided that the employee has accumulated sick leave/PTO from which the absence can be deducted (to a maximum of 160 (one hundred sixty) hours within a 12 (twelve) month period). (Minn. Stat. § 181.945-181.9448 see Appendix A.)

Section 6. **Bereavement**: An absence occasioned by the death of a member of the family (spouse, child, sibling, parent, grandparent, grandchild, or in-law) may be granted up to five (5) days, with approval of the immediate supervisor, with no salary deduction for each incident, provided that the employee has sick leave/PTO days from which the absence can be deducted. (MN Sick and Safe Time will be used for Bereavement see Appendix A)

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

Section 7. **Child Care Leave**: Any employee who becomes pregnant shall have the right to continue in regular employment and utilize accrued sick leave/PTO for disability due to pregnancy, delivery, and recovery. The district may require medical verification of disability under this section.

Subd. 1. Any employee shall have the right to receive a child care leave of absence up to 12 (twelve) months without pay for the purpose of maternity, adoption, care of a pre-school child or combination thereof.

Subd 2. The employee shall submit a written request for a child care leave indicating the beginning date and approximate ending date, to the office of human resources not less than 30 (thirty) days prior to the intended commencement of such leave except in an emergency. The director of human resources shall consult with the employee regarding the ending date of the leave and may make moderate adjustments in the ending date.

Subd 3. If the employee complies with all provisions of this section and a child care leave is granted by the school board, the school district shall notify the employee in writing of this action.

Subd 4. An employee returning from a child care leave shall be reinstated in the employee's former position unless reassigned pursuant to Article IX, Section 8.

Subd 5. An employee who returns from child care leave within the provisions of this section shall retain their longevity, seniority, and any unused leave time accumulated prior to the commencement of the child care leave.

Subd 6. For those eligible employees, the school district shall continue to pay the school district's portion of the premium for medical/hospitalization insurance for employees on child care leave for a period not to exceed 12 (twelve) weeks. In addition, the employee may continue any of the insurance programs at the employee's own expense as a member of the group, at the employee's option, while on leave.

Section 8. **Request for Leave and Return to Work**: Upon written request to the School Board, an unpaid leave of absence not to exceed 12 (twelve) months may be granted by the School Board at its sole discretion. The employer's written permission shall specify the dates of departure and return. The employee's seniority shall be maintained. Return from leave will be either to a position of like classification and pay, or the employee's former position. The District will develop a form, signed off by both the supervisor and the employee, that will state whether the employee returns to their position or to a position of like classification and pay. If the employee's former position has been eliminated due to school closings, financial limitations, or budget reductions, the employee shall return to a position of like classification and pay.

ARTICLE XI
VACANCIES AND TRANSFERS

Section 1. **Definition of Vacancy**: A vacancy shall be defined as an open position for which there are no persons returning from leave or in need of transfer

Section 2. **Job Postings**: All vacant and new positions shall be posted on the District's website. The posting will contain job title and qualifications, and whether the position is temporary or permanent. Employees interested in the position(s) must apply online within the posting period. All jobs will remain posted for a minimum of five (5) working days before the application deadline, except the week before school begins and throughout September, jobs will be posted for three (3) working days. Qualifications, experience, job performance, and seniority will be considered in filling posted positions.

Section 3. **Postings and Other Information**: Any employee wishing to receive job posting information directly may sign up for the District's listserv via the District's website, www.isd622.org, under Human Resources and Employment Opportunities. These individuals will then receive such job postings via email.

Section 4. **Written Notice**: Written notice of action shall be sent to all employees who apply within five (5) working days of the filling of such opening. All employees currently employed by the District shall be given opportunity to apply for any job opening.

Section 5. **Filling Vacancies**. In the event two (2) or more employees have met the required qualifications, experience, and job performance, the most senior applicant shall receive the posted position. Mutually agreeable transfers between employees shall be allowed with the prior approval of the Director of Human Resources.

ARTICLE XII
SENIORITY, REDUCTIONS IN FORCE, AND RECALL PROVISIONS

Section 1. **Seniority**: Employees with one hundred and twenty (120) duty days of regular employment in the School District as an Education Assistant shall be granted seniority.

> **Subd. 1.** The seniority date of each eligible employee shall be the first day of scheduled work within this bargaining unit. If more than one employee begins initial employment on the same day of scheduled work, the tie will be broken by first applying the hire date with the employer, and second, if necessary, by comparing the last four digits of the Social Security number (higher number – more senior, lower number – less senior).
>
> Seniority shall not be affected by part-time employment status, Board-approved leaves of absence, or inactive status on layoff while retaining the right to return to active employment.
>
> A break in service for a resignation, termination, or failure to return from layoff, shall result in the complete forfeiture of all previously accrued seniority. Any employee who is rehired following a break in service shall be considered a new employee for purposes of seniority and shall establish a new seniority date based on their rehire date, regardless of the length of the separation from the District.
>
> Seniority shall be neither credited nor accrued for work performed in a position not covered by this agreement.
>
> **Subd. 2**. For purposes of seniority, a seniority list of Education Assistants shall be issued each year to all employees on or before January 15 (fifteen) of each year. Employees will have the opportunity to challenge the accuracy of their placement on the seniority lists up to February 15 (fifteen) of each year. Final seniority lists shall be issued on February 25 (twenty five) of each year; these lists shall govern all seniority matters until the issuance of subsequent seniority lists on February 25 (twenty five) of the following year.

Section 2. **Reductions**: In the event the School Board shall terminate a position(s) or otherwise reduce the number of employees covered under this contract, such action shall be governed by the following procedures:

> **Subd. 1**. For purposes of reduction in force and recall, this contract recognizes the classifications of employee: education assistants.

Subd. 2. In the event that a reduction in work force is necessary due to school closings, financial limitations, or budget reductions, the administration and representatives designated by the union shall meet and confer on proposed staff reductions. The union or exclusive representative shall be accorded an opportunity to provide input on proposed reductions in staff.

Subd. 3. Employees qualifying for seniority as provided in Section 1 above shall be given preference for continued employment.

Subd. 4. The School District shall notify all affected employees and the exclusive representative in writing at least two (2) weeks prior to Board action and prior to posting a list of the positions to be terminated, by classification, in the office of each building in the District.

Subd. 5. **Educational Assistant Staffing Process:**
For reduction and bumping purposes Pre-K, Intervention, and ML Educational Assistant positions are program-specific positions and shall be recognized as separate district-wide seniority groups. Building EA positions will be identified as a building specific position, they will not be considered District wide.

Bumping rights are limited to the employee's program area:

- Pre-K, Intervention, and ML Educational Assistants may only bump less senior employees within their own program.
- Building Educational Assistants may not bump into Pre-K, Intervention, or ML positions.
- Pre-K, Intervention, and ML Educational Assistants may not bump into Building Educational Assistant positions.

Subd. 5. A. Educational Assistant Displacement Process:
When a position is discontinued, the least senior employee within the affected classification will be identified for displacement.

- Building Educational Assistants will be identified based on seniority within the building.
- Intervention, Multilingual Learner (ML), and Pre-K Educational Assistants will be considered district-wide programs and will be identified based on district-wide seniority.

The affected employee will have the following options:

Option 1. Exercise Reassignment Rights: The employee may be reassigned to a position in the same classification for which they are qualified and similar hours. Similar hours is defined as a position that has the same hours, or greater hours not exceeding one hour per day or one hour less per day to the position held prior to the reduction.

Example: Staff A works 6 (six) hours per day (30 hours per week). Staff A would be eligible to displace into a position within the same classification that is 5 (five) to 7 (seven) hours per day (25 to 35 hours per week), provided they are qualified for the position and have greater seniority than the employee currently in that position.

Hours per day	Days per week	Hours per week
5	5	25
6	5	30
7	5	35

Option 2. Accept Layoff: The employee may choose to decline reassignment and accept layoff.

Employees affected by the displacement will select from the available positions in order of seniority:

1. The most senior displaced employee will have first choice among all available positions.
2. The next most senior displaced employee will select from the remaining positions.
3. The process will continue in seniority order until all affected employees have either:
    a. Accepted a reassignment; or
    b. Placed on layoff

<u>Subd. 5. B.</u> <u>Educational Assistant Reduction Process:</u>
Pre-K, ML, and Intervention EAs are their own classifications. Meaning, if an employee is impacted/affected by a reduction, they can only bump within their own classification. They cannot bump employees who are in another EA classification. Example: A Pre-K EA cannot bump an Intervention EA who has less seniority.

When there is a reduction of 1 (one) hour or more per day, the building program supervisor will first;

1. Ask for any Volunteers,
2. If there are no volunteers, the employee within the building or program with the least seniority will be impacted by the reduction.
3. The employee may be reassigned to a position in the same classification for which they are qualified and have similar hours. Similar hours is defined as a position equal or greater in hours or a position not exceeding one hour per day less or more than the position held prior to the reduction.
4. Accept Layoff: The employee may choose to decline reassignment and accept layoff.

Employees affected by the reduction will select from the available positions in order of seniority:

1. The most senior displaced employee will have first choice among all available positions.
2. The next most senior displaced employee will select from the remaining positions.
3. The process will continue in seniority order until all affected employees have either:
    a. Accepted a reassignment; or
    b. Placed on layoff

If the employee is the least senior employee within the building or program and there are no available positions for reassignment, the employee will be placed on involuntary layoff status for a period of one (1) year from the date their position is eliminated.

Subd. 6. Recall Rights:

Employees qualifying for seniority status shall have the right of reinstatement to their former classification in the event their employment is terminated as provided in this section. Right of reinstatement shall with unlimited right of refusal continue for a period of one (1) year from the date of termination. Employees on layoff must apply for posted vacancies to be considered for recall. Layoff status does not provide priority for a vacant position. Vacant positions will be awarded to the qualified applicant with the greatest seniority, regardless of whether the applicant is a current employee or an employee on layoff. An employee on layoff who is awarded a position through this process will be recalled at their previous rate of pay in accordance with this Agreement. All such previous employees shall be returned to the workforce in their classification to a position of similar hours defined as equal to or greater than or not exceeding one hour per day less or more than the position held prior to the reduction. In all cases, an employee may transfer to an open position of fewer hours than the current position. An employee returning from lay-off to an assignment of less than twenty (20) hours per week but with a previous history of twenty (20) or greater hours per week shall be accorded the rights of an employee working at least twenty (20) hours per week. If an employee who has accepted a position of fewer hours, and has the opportunity to bid on and is offered a position of at least twenty (20) hours per week, and the employee declines the position, the employee’s work status will be reduced to that of an employee working less than twenty (20) hours per week.

Subd. 7. No new employees nor long-term substitutes shall be employed by the District to work in any classification covered by this contract while qualified employees have the right of reinstatement and express a wish to return to work. A long-term substitute is one who works in the same assignment more than 20 (twenty) days.

Subd. 8. Substitute Employees: Regular employees awaiting recall who agree to return as a substitute shall return to the same wage step on the rate schedule as held prior to layoff.

Subd. 9. An employee with reinstatement rights must advise the district in writing of any change of address and telephone number.

Section 3. **Notification of Employment**: Positions will be continuous from year to year unless notice is given otherwise and such notice shall be provided in writing no later than the last day of the school year. Employees voluntarily terminating will give two (2) weeks written notice to their immediate supervisor.

ARTICLE XIII
MISCELLANEOUS

Section 1. **Use of Automobile**: When the performance of approved school business necessitates the employee using the employee's personal auto, the employee will be reimbursed at the current district rate per mile providing the mileage is properly submitted on the mileage report form and approved by the building principal.

Section 2. **Worker's Compensation and Liability Insurance**: As employees of the district, all employees are provided with liability insurance and worker's compensation insurance while actively employed by the district.

<u>Section 3</u>. **<u>Legal Commitments</u>**: 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.

<u>Section 4</u>. **<u>Comparable Worth</u>**: The wages provided herein may, at the sole discretion of the School Board, be increased during the term of this contract for purposes of complying with the conditions of Minnesota Laws 1984, Chapter 651, requiring every political subdivision to establish equitable compensation relationships among its employees.

ARTICLE XIV
DURATION

<u>Section 1</u>. **<u>Terms and Reopening Negotiations</u>**: This Agreement shall remain in full force and effect for a period commencing on July 1, 2025 through June 30, 2027 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, 2025, it shall give written notice of such intent no later than May 1, 2027.

<u>Section 2</u>. **<u>Effect</u>**: This Agreement constitutes the full and complete Agreement between the School Board and the exclusive representative representing the Education Assistant 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.

<u>Section 3</u>. **<u>Finality</u>**: 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 unless it is mutually agreed by the parties.

<u>Section 4</u>. **<u>Severability</u>**: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provision of this Agreement or the application of any provision thereof.

<u>Section 5</u>. **<u>Minimum Wage</u>**: The wages and compensation provided herein are, so far as known by contracting parties, in compliance with all state and federal acts and regulations applicable to members of the bargaining unit. Should any state or federal acts or regulations require the payment of a minimum wage to any employee covered by this Agreement greater than that provided in this Agreement, such rate shall be paid to those persons under this Agreement required to receive such minimum rate.

Section 6. **Retroactivity**: Retroactive payment for hours worked will be made on the straight and overtime rates as provided in this agreement for employees of the appropriate unit who were employed on or after July 1, 2019, including those employees whose status changed from regular employee to layoff or termination, except for employees terminated for cause.

ARTICLE XV
STEWARDS

Section 1. Recognition: Stewards shall be recognized by the Employer as a proper authority to take up any grievance that may arise and all matters pertaining to conditions of employment.

Section 2. Time Allocation: A Steward and one other Union member, if the Business Representative is unable to attend, shall be afforded time off without deduction of pay to meet with the Employer on grievances or other Employer/Union Business.

ARTICLE XVI
DISCIPLINE AND DISCHARGE

Section 1. Representation: In the event a meeting is held for disciplinary or investigatory purposes, the affected Employee(s) shall have the right to have a Union Steward and/or a Union Business Representative present.

Section 2. Progressive Discipline: The Employer shall discipline for just cause only. The Employer follows progressive discipline when disciplining employees. Discipline will normally be in the following order:

1. Verbal Warning
2. Written Warning
3. Suspension
4. Discharge

However, the same level of discipline may be issued more than once before progressing to the next level of discipline. Serious offenses may require a higher level of discipline as an initial action.

Section 3. Union Notification: Copies of all disciplinary actions shall be provided to the Employee and may also be provided to the Union Steward if they participate in the investigation or represent the Employee. In addition, a copy shall be provided to the Union Representative at the time of issuance.

ARTICLE XVII
GRIEVANCE PROCEDURE

Section 1. **Grievance Definition**: A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the School Board as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

Section 2. **Representative**: The employee or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in his 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 shall be considered timely if it bears a certified postmark from the United States Postal Service within the required time period, or if the email transmitting the document is received within that same 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 the 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 or within 20 (twenty) days of the date that the grievant, through use of reasonable diligence, should have had knowledge of such occurrence. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance.

Section 5. **Adjustment 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**: A grievance shall be attempted to be resolved through informal discussion with the employee's supervisor. In the event the grievance is not resolved through informal discussions, the 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**: Director of Human Resources, provided such appeal is made in writing within seven (7) 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.

<u>Subd. 3.</u> **<u>Level III</u>**: If the decision of the Director of Human Resources does not resolve the grievance, the decision may be appealed in writing to the Board of Education within seven (7) days of receipt of the written decision by the Director of Human Resources. The Board of Education (or its representative) shall give a written decision on the grievance to the Exclusive Representative within fourteen (14) days after the receipt of the grievance, or within seven (7) days after meeting with the Union and/or grievant, whichever is later, provided the meeting happens within fourteen (14) days after receipt of the appeal to Level III.

<u>Subd. 4.</u> **<u>Mediation Level:</u>** 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.

<u>Section 6</u>. **<u>School Board Review</u>**: The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provide the School Board 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 Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

<u>Section 7</u>. **<u>Denial of Grievance</u>**: Failure by the School Board 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.

<u>Section 8</u>. **<u>Arbitration Procedures</u>**: In the event that the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

<u>Subd. 1</u>. **<u>Request</u>**: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Superintendent within ten (10) days following the decision in Level II of the grievance procedure.

<u>Subd. 2</u>. **<u>Prior Procedure Required</u>**: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

<u>Subd. 3</u>. **<u>Selection of Arbitrator</u>**: 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 select a mutually acceptable arbitrator to hear and decide the grievance. If the School Board and the exclusive representative are unable to agree on an arbitrator, they shall request within twenty (20) days after request for arbitration a list of five (5) names from the Director of the Bureau of Mediation Services, State of Minnesota. These names shall be selected by the Director of the Bureau of Mediation Services from a list of qualified arbitrators who have submitted to the Bureau an application for arbitration service. The parties shall alternately strike names from the list of five arbitrators until only one name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a toss of the coin. Failure to agree upon an arbitrator or to request a list of arbitrators and proceed to select an arbitrator as per the process described above shall constitute a waiver of the grievance.

Subd. 4. **Submission of Grievance Information**:

a. Upon appointment of the arbitrator, the appealing party shall, within five (5) days after notice of appointment, forward to the arbitrator, with a copy to the School Board, 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 Board 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 a hearing denovo.

Subd. 6. **Decision**: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by 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 fees and expenses of the arbitrator. The cost of the transcript or recording shall be paid by the requesting party. Any other expenses which the parties mutually agree are necessary for the conduct of the arbitration shall be shared equally by both parties.

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.

<table>
<tr><td>SEIU, LOCAL NO. 284</td><td>INDEPENDENT SCHOOL DISTRICT 622</td></tr>
<tr><td>By:</td><td>By:</td></tr>
<tr><td>_________________________________
Union Negotiations Team, Dawn Beardsley</td><td>___________________________________
Chairperson</td></tr>
<tr><td>____________________________________
Union Negotiations Team, Clara Rusch</td><td>___________________________________
Clerk</td></tr>
<tr><td>____________________________________
Union Negotiations Team, Jennifer Milan</td><td>___________________________________
Director of Human Resources, Amylee Yang</td></tr>
<tr><td>____________________________________
Union Negotiations Team, Kyra Longfellow</td><td></td></tr>
<tr><td>____________________________________
Union Representative, Lisa Weed</td><td></td></tr>
<tr><td>Dated this ____ day of ________________, 20____.</td><td>Dated this ____ day of______________, 20____.</td></tr>
</table>

Appendix A

MN Earned Sick and Safe Time (ESST), see *Minnesota Statutes 181.032* and *181.9445-181.9448*.