

**Working Agreement  
between**

**Independent School District  
No. 624  
White Bear Lake, Minnesota**

**and**

**School Service Employees'  
SEIU Local 284  
White Bear Lake Area Schools  
Extended Day Program Employees'**

**Effective July 1, 2019 through June 30, 2021**

<p style="text-align: center;"><b>WHITE BEAR LAKE EXTENDED DAY PROGRAM ASSOCIATION WORKING AGREEMENT INDEX</b></p>
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## **ARTICLE I**

### **PURPOSE**

Section 1. Parties: THIS AGREEMENT is entered into between the School Board of Independent School District No. 624, White Bear Lake, Minnesota (hereinafter referred to as the School Board or School District) and School Service Employees' SEIU Local 284 (hereinafter referred to as the exclusive representative) pursuant to and in compliance with the Minnesota 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 secretarial and clerical employees during the duration of this Agreement.

## **ARTICLE II**

### **RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition: In accordance with the P.E.L.R.A., the School Board recognizes the School Service Employees' SEIU Local as the exclusive representative for Extended Day Program employees employed by Independent School District No. 624, which the exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all such employees of the School District contained in the appropriate unit as defined in Article III, Section 2 of this Agreement, pursuant to the P.E.L.R.A. and in certification by the Commissioner of the Bureau of Mediation Services.

## **ARTICLE III**

### **DEFINITIONS**

Section 1. Terms and Conditions of Employment: Terms and conditions of employment means the hours of employment, the compensation therefor, including fringe benefits other than employer payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the employees.

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the appropriate unit shall include all Extended Day Program employees consisting of Project Coordinators, Program Leaders, Program Assistant Leaders, and Program Aides employed by Independent School District No. 624, White Bear Lake, Minnesota, who are public employees within the meaning of Minnesota Statute 179A.04, subd. 14, excluding the following:

1. Supervisory, essential, and confidential employees.
2. Part-time employees who are not regularly scheduled to work more than twelve and one half (12.5) hours per week thirty-five (35%) of the normal work week.
3. Employees who hold positions of a temporary nature for a period of less than sixty-seven (67) consecutive work days, regardless of the number of hours per day or per week those employees work during that time.

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

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

## **ARTICLE IV**

### **SCHOOL BOARD RIGHTS**

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

Section 2. Management Responsibilities: The exclusive representative recognizes the right and obligation of the School 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.

## **ARTICLE V**

### **EMPLOYEE RIGHTS**

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or the employee's 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 Dues Check Off: Employees shall have the right to request and be allowed dues check off for the employee organization of their selection, provided that dues check off and the proceeds thereof shall not be allowed any employee organization that has lost its right to dues check off pursuant to the P.E.L.R.A. Upon receipt of written authorization, online sign-up, or audio-recorded phone authorization, the District shall remit dues to the Union. The Union shall provide the District with the appropriate form of authorization for member dues/premier member dues deduction. The District shall adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, procedure for revocation, amount of dues deducted and all other provisions agreed to by the employee as stated in the authorization. Such dues shall be remitted to the union at least monthly. The Union hereby agrees to indemnify and

hold harmless the District from any damages or judgment arising out of deduction of dues that an employee has agreed to pay through payroll deduction.

The District shall make available to the Union a bargaining unit list of employees including name, address, phone number, work hours, work location (building), position, classification and wage schedule placement, date of employment and electronic mail address. The District shall inform the union representative(s) and steward(s) of all new hires immediately upon hire.

Each newly hired bargaining unit employee shall have a union orientation provided by the union and the union representative or steward(s) during the monthly District Orientation for a period of not less than 10 minutes at the end of the orientation. The district shall share the schedule of when district orientations are taking place and the district shall notify the union of any changes to these dates and times.

Section 4. Membership Activities Leave: Appointed or elected representatives in SEIU Local 284 shall be provided leave under the following conditions:

Subd. 1. All union activities leave time must be approved in advance by giving the building administrator and Department of Human Resources a five (5) work day notice unless the leave is an emergency situation.

Subd. 2. Only a reasonable number of bargaining unit members will be allowed leave time on any given day.

Subd. 3. The bargaining unit is limited to a total of ten (10) days of activities leave (one member = 1 day; two members = two days, etc. even if activity is on the same day) per school year.

Subd. 4. The bargaining unit shall pay for all costs incurred due to the absence of a bargaining unit member for union activities after ten (10) days as noted in Subd. 3. above.

Subd. 5. This Article shall not apply to meetings involving a School District investigation or discipline.

Subd. 6. For purposes of Bargaining Team training, the School District shall not require prior approval, but the union shall provide a ten (10) work day notice.

Section 5. School Communication: The Union shall have the right to reasonable use of the District mail service, employee mailboxes and electronic mail to communicate with employees in quantities which do not interfere with regular school mail operation.

## **ARTICLE VI EMPLOYEE EXPECTATIONS**

Section 1. The parties recognize that the employer has the right to provide administrative direction to an employee regarding acceptable behavior. If difficulties arise that require corrective action, the employer shall be allowed to discipline all non-probationary employees for just cause. Due process shall be provided for all employees during the disciplinary process. The due process requirement encompasses the right to notice of the charges, an explanation of the evidence against the employee and the opportunity to respond to the concerns. The employer recognizes the concept

of progressive discipline for non-probationary employees may include, but is not limited to the following:

1. Verbal reprimand and/or written corrective expectations
2. Written notice of deficiency with corrective expectations
3. Suspension without pay
4. Discharge

The School District reserves the right to impose discipline at any level, as determined by the School District, based upon the circumstances surrounding the action.

Section 2. Union Representation: Whenever the District calls a meeting with an employee that could lead to discipline, the District shall notify the employee in writing of their right to have union representation at the meeting.

## **ARTICLE VII SENIORITY**

Section 1. Definition of Seniority and Posting of Seniority Roster: Seniority is defined as the first date of employment in the bargaining unit. Seniority shall not accrue during the probationary period, but seniority shall be credited retroactively for probationary time upon the expiration of said probationary period. Seniority shall only be broken by discharge or quit. Seniority shall not be counted for any leave of absence that extends more than six (6) months. The employer shall maintain a seniority roster and shall email the seniority roster to each member of the association by October 1 each year. An employee must notify the School District of any challenge or discrepancy in the seniority list within thirty (30) calendar days of the posting of the seniority roster. Seniority ties shall be broken by lot. If a summer duty position or temporary position becomes permanent, the position will be posted. If the incumbent in the summer/temporary position is given the permanent position, the employee's seniority date will revert back to the first day the employee held the summer/temporary position after successfully completing the probationary period that begins on the date the person was given the permanent position.

Section 2. Job Postings: A written notice, including the job description, shall be e-mailed to all Extended Day employees for all position openings including vacancies caused by staffing increase, reorganization, and turnover. Generic postings of possible future openings may be utilized by the School District to create an applicant pool, however, specific position openings of three hours or more will be posted "inside" via email and for a period of at least five work days.

Section 3. Bidding on Vacancies: Extended Day employees will be given an opportunity to apply and be considered for posted positions. Posted positions shall not be filled for at least one (1) week after posting. Ability, experience, job performance, and seniority will be considered in filling posted positions but the final employment decision shall be in the sole discretion of the School District.

Section 4. Layoff Notice, Bumping, and Recall:

1. Notice: An employee whose position has been eliminated due to a layoff or whose hours have been reduced more than two (2) hours or below benefits shall be given six (6) work days written notice of the layoff or reduction in hours. The notice shall be served in person by a School District administrator.
2. Bumping: An employee who has been laid off may bump the least senior employee in the same or a lower paid job classification. An employee must have completed the probationary

period in order to have bumping rights. The laid off employee shall have two (2) work days from receipt of the layoff letter to communicate a decision on bumping to the Director of Human Resources. This notice and bumping process shall be repeated until the least senior employee with bumping rights has been bumped or an employee declines to exercise bumping rights. In the event the employer must make multiple layoffs, the employer may hold a meeting of all potentially affected employees for the purpose of accomplishing the bumping process.

3. Recall: Laid off employees have the right to fill any vacancies prior to the employer using any other means to fill the positions. Employees shall be recalled to work in seniority order. Recall notice shall be provided by certified letter, return receipt requested, mailed to the last address provided by the employee to the employer. It is the responsibility of employees who are on layoff to provide contact information to the School District which may include and address, mobile phone and home phone number. Failure to respond to the letter within two (2) work days from receipt shall waive the employees recall rights to that position. An employee not responding to a recall letter or declining a position in the same classification held at the time of layoff shall be removed from the seniority roster. Recall rights shall continue for the lesser of one (1) year from the date of layoff or the employee being removed from the seniority roster.

## **ARTICLE VIII**

### **RATES OF PAY**

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

Section 2. Classification and Job Description:

Subd. 1. The classifications and job descriptions are established by the administration. The administration shall consult with and receive input from the Association before job descriptions are established.

Subd. 2. In the event that a new position is established in which the duties are not reasonably parallel to any existing jobs, the Director of Human Resources will establish the classification, taking into consideration the duties, skills, responsibilities, and working conditions of the new position in relationship to existing positions.

Subd. 3. The administration has developed and published a procedure for handling requests for job reclassification. This procedure allows an employee or the immediate supervisor to initiate the process. Reclassification applications shall be available each fall in the Department of Human Resources. Completed applications must be submitted by February 28 of each year in order for requests to be considered during the spring of that school year.

Section 3. Step Increase Status:

Subd. 1. During the term of this Agreement, an employee shall advance one (1) step each year on the salary schedule in Appendix A according to the provisions of Section 4. following.

Upon the expiration of this Agreement, a step increase is not automatic and is subject to renegotiation of this Agreement by the parties.

Subd. 2. The salary schedule will be as provided in Appendix A. A change in grade is

not automatic, and such a change is effective only upon affirmative action of the School Board. The School Board reserves the right to withhold advancement on the salary schedule if circumstances warrant it in the judgment of the School Board. Withheld advancement on the salary schedule shall be for just cause and shall be subject to the grievance procedure.

Before withholding such an increment, the employee's supervisor must have given a written evaluation of the employee's performance indicating areas needing improvement, discussed this with the employee, attempted to secure the employee's signature as evidence of such action, and given the employee at least sixty (60) days in which to improve the employee's performance.

#### Section 4. New Employees:

Subd. 1. Previous related experience will be considered in initial step placement. Initial step placement will be made at the discretion of the School District. Effective June 1, 2013, an employee transferring to a position in a higher classification will be paid on such step level as is determined by the School District after evaluation of the employee's qualifications and experience. The new level shall be at least the lowest step in the new classification that is not less than the salary immediately prior to the transfer. Previous related experience will be considered in the step placement. The employee will advance on the new pay scale as other employees.

Subd. 2. An employee shall be eligible to advance one (1) step on July 1 if the employee was hired prior to January 1. An employee who is employed after January 1 shall be entitled to any increase granted in the employee's starting salary step but shall remain on the employee's starting step until the following July 1.

### **ARTICLE IX DEFINITION OF EMPLOYEES**

Section 1. Full-time Employees: A full-time employee is defined as any employee who works a minimum of thirty (30) hours per week.

Section 2. Regular Part-time Employees: A regular part-time employee is any employee who works twelve and one-half (12.5) hours per week or more and less than thirty (30) hours per week.

Section 3. Casual Employees:

Subd. 1. A casual employee is any employee who works less than twelve and one-half (12.5) hours per week.

### **ARTICLE X HOLIDAY LEAVE**

Section 1. Effective July 1, 2010, all employees who work twelve and one-half (12.5) hours or more per week shall earn eleven (11) holidays as delineated by the School District.

Section 2. \*\*Effective July 1, 2011, paid holidays are identified as follows:

1. Labor Day
2. Thanksgiving Day
3. Thanksgiving Friday

4. Christmas Eve Day
5. Christmas Day
6. New Year's Eve Day
7. New Year's Day
8. President's Day
9. School District Designated Floating Holiday
10. Memorial Day
11. Independence Day

**\*\*The School District may substitute a different non-paid day for a paid holiday in the event a school calendar is adopted with school in session on a day identified as a holiday.**

**Section 3.** Twelve-month employees working thirty (30) hours or more per week on a regular assignment shall, after one (1) years of Extended Day employment with the School District, be eligible for one (1) "floating holiday" per year. This holiday can only be taken upon receiving prior approval from the supervising administrator.

## **ARTICLE XI VACATIONS**

**Section 1.** **Eligibility:** Extended Day Program employees who are regularly employed, twelve and one-half (12.5) hours or more per week, on a twelve-month basis, are eligible for vacation. Nine and ten-month employees and casual are not eligible for vacation.

**Section 2.** **Vacation Accrual:**

**Subd. 1.** Full-time and regular part-time employees, as defined in Article IX, Section 1. and 2., shall be entitled to two (2) weeks of vacation per year. Vacation will be pro-rated, if necessary, for employees who have less than twelve (12) months service in their initial year or a year during which their vacation accrual rate changes. Such pro-rating will occur for employees who have less than twelve (12) months service with the employer or receiving a higher vacation accrual rate by July 1.

**Subd. 2.** After nine (9) continuous years of employment in the Bargaining Unit, an employee shall be entitled to three (3) weeks of vacation per year.

**Subd. 3.** After fifteen (15) continuous years of employment in the Bargaining Unit, an employee shall be entitled to four (4) weeks of vacation per year.

**Subd. 4.** Employees entitled to vacation under this article, shall have vacation time accrued monthly based on expected scheduled work hours.

**Subd. 5.** Employees who are drawing long-term disability payments, workers' compensation payments, or are on a non-payroll status, shall receive a prorated reduction of vacation earned.

**Subd. 6.** Eligible employees hired prior to July 1, 2016, shall receive five (5) days' pay for the week between the end of the summer program and the school year program, in addition to the vacation accrual provided above. Eligible employees, for the purpose of this Subdivision, are employees who have completed the full school year and subsequent summer program ending in mid August, or new employees hired prior to August 1 who continue working the following school year until at least December 1. In the event the number of week days between summer and the school year programs are reduced below five (5), the number of discretionary vacation days available to each eligible employee shall

increase by the same number. The number of hours paid for this week shall be the average number of normally scheduled weekly work hours during the previous twelve (12) months. The pay rate for this week will be their regular rate of pay that is received during the school program.

### Section 3. Application:

Subd. 1. The number of vacation days earned shall be determined as of July 1 of each year. Employees hired after July 1 shall earn vacation on a prorata basis. Such vacation must be taken after the following July 1. However, vacation earned during the school year may be taken prior to July 1 with approval of the immediate supervisor.

Subd. 2. If the employee resigns before completing a full year of service, the employee shall not be entitled to any vacation pay and the employee shall have the salary paid for any vacation days taken deducted from the final check. An employee who has completed at least one (1) year of service shall be entitled to receive prorata pay for unused vacation time provided such employee provides the School District with at least two (2) weeks advance notice of resignation.

### Section 4. Other Vacation Procedures:

Subd. 1. Employees shall have the right to split their vacation provided it is acceptable with their immediate supervisor.

Subd. 2. Effective July 1, 2006, carry-over of up to ten (10) days of vacation will be permitted for employees. Payment will not be made in lieu of vacation.

Section 5. Vacation Schedules: Vacation will be pre-approved and scheduled by the employee's supervisor after consulting with the employee, and scheduled vacation information will be sent to the Director of Human Resources.

## **ARTICLE XII LEAVE PROVISIONS**

All employees who work twelve and one-half (12.5) hours or more per week shall earn twelve (12) days of sick leave annually in the first five (5) years of service and fifteen (15) days of sick leave annually after five (5) years of service.

### Section 1. Sick Leave Provisions:

Subd. 1. Full-time employees as defined in Article IX, Section 1., may accumulate unused sick leave up to one thousand, one hundred and fifty (1150) hours in 2013-2014 fiscal year and one thousand two hundred (1200) hours in 2014-2015 fiscal year. Regular part-time employees as defined in Article IX, Section 2., may accumulate unused sick leave up to two hundred and fifty (250) hours in fiscal year 2013-2014 and three hundred (300) hours in fiscal year 2014-2015.

Subd. 2. Sick leave with pay shall be allowed by the School Board whenever an employee's absence is found to have been due to personal illness that prevented the employee from attending and performing duties on that day or days. Excessive use of sick leave will be considered as a performance issue.

Subd. 3. The School Board may require an employee to furnish a medical certificate

from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay.

Subd. 4. In the event that a medical certificate will be required, the employee will be so advised. All medical certificates required shall be at School District expense.

Subd. 5. Sick leave allowed shall be deducted from sick leave hours earned by the employee. (Additional paid leave beyond available sick leave days may be granted by the School District. Years of service and previous attendance performance shall be considered when reviewing such a request.)

Subd. 6. All leave requests shall be approved or denied only upon submission into the School District's automated leave system.

Subd. 7. Employees are required, when possible, to give adequate notice to their program leaders when sick leave is to be taken to allow time to obtain replacements.

Subd. 8. \*\*Employees will be compensated for annual attendance according to the following criteria:

- a. Zero (0) hours absent earns two (2) additional (extra) days of pay for twelve-month employees and one (1) additional (extra) day of pay for nine-month employees.
- b. Time absent up to one (1) day, earns one (1) additional (extra) day of pay for twelve-month employees and one-half a day additional (extra) pay for nine-month employees.
- c. Over one (1) day absent, for any reason other than paid vacation or hours missed due to a school closing, or docked hours on non-school days due to low enrollment, earns no additional (extra) days of pay.

\*\*For purposes of this Subdivision, "annual" is defined as July 1 through June 30 for twelve (12) month employees and September 15 (or start date) through June 15 for nine (9) month employees.

## Section 2. Emergency & Essential Leave:

Subd. 1. All employees may be granted leave at the discretion of the Director of Human Resources or the Director's designee for situations that arise requiring the employee's attention that are deemed essential and cannot be attended to during non-work hours and are not covered under other provisions. These leave hours shall be deducted from available sick leave. (Additional paid leave beyond available sick leave days may be granted by the School District. Years of service and previous attendance performance shall be considered when reviewing such a request.)

Subd. 2. Deaths, funerals, court appearances, and estate settlements are examples of situations where this leave may be granted by the Director of Human Resources or the Director of Human Resources' designee.

Subd. 3. An absence resulting from serious illness or death of a member of the family (spouse, child, sibling, parent, guardian, or related member of the household) may be extended to five (5) days with no salary deduction for each incident.

Additional leave may be granted under these provisions for special circumstances at the discretion of the Director of Human Resources. These will be deducted from cumulative

days credited to the employee under sick leave.

Subd. 4. Requests for emergency or essential leave under the provisions outlined above must be made in writing to the Director of Human Resources at least three days in advance. In the event of emergencies, requests must be made as soon as possible and practical. The request will state the reasons for the proposed leave.

Subd. 5. Any days of emergency or essential leave granted under the provisions of Section 2. of this Article XII shall be deducted from cumulative days credited to the employee under the provisions for sick leave. If the employee has no available sick leave at the time of the request, any emergency or essential leave granted under the provisions of Section 2. of this Article XII shall be unpaid rather than paid.

Section 3. Jury Duty: All employees shall be permitted leave if called for jury duty and shall continue to be paid by the School District. A copy of the summons notice along with the check received for services must be provided to the Department of Human Resources. The salary received from jury duty must be turned over to the School District. Mileage, if any, may be kept by the employee.

Section 4. Unpaid Leave for Medical or Family Emergency:

Subd. 1. An employee who is unable to perform the employee's duties because of personal illness or disability or a family emergency and who has exhausted all sick leave may receive a leave of absence without pay at the discretion of the School District.

Subd. 2. All State and Federal laws will apply for leave duration and insurance continuation for leaves granted under this Section.

Section 5. Discretionary Leave: An employee may be granted, upon obtaining prior approval from the Director of Human Resources or designee, limited unpaid leave. When a request for unpaid leave is not granted, the employee must report to work.

Section 6. Unpaid Vacation: All unpaid vacation time must be pre-approved by the Extended Day Program Coordinator.

Section 7. Personal Leave: Employees may take three (3) leave days per year for personal reasons. This leave day must be pre-approved at least five (5) days in advance and shall be deducted from accrued sick leave and this leave may accumulate from year to year up to a maximum of five (5) days. An employee may be granted, upon obtaining prior approval from the Director of Human Resources or designee, limited unpaid leave. When a request for unpaid leave is not granted, the employee must report to work.

Section 8. Leave for Employees working over 1000 Hours in the Past Year: Employees who have worked over one thousand hours (1,000) hours over the previous twelve (12) months may take up to twelve (12) weeks of leave in order to care for a family member (child, spouse, parent or themselves) that is experiencing a serious health condition. The Employee may use any paid time available to them; the District will maintain its contributions toward single or family health insurance for up to 12 weeks and the Employee will return to their position at the conclusion of their leave.

## ARTICLE XIII

### HOURS OF SERVICE

Section 1. Regular Work Week: The normal work week shall be thirty (30) to forty (40) hours.

Section 2. Part-Time Employees: Part-time employees, as defined in Article IX, Section 3, will have their hours of work established by their immediate supervisor.

Section 3. Work Breaks: There are two fifteen (15) minute work breaks each day. Emergency situations may require the delay of work breaks. Two fifteen (15) minute work breaks are for employees who work seven (7) or eight (8) hours. For employees working four (4) and up to seven (7) hours per day, there is one fifteen (15) minute work break; and for employees working less than four (4) hours per day, there is no allotted work break.

Section 4. Lunch Period: Lunch breaks will be scheduled as duty-time permits. Whenever possible, lunch breaks shall be duty free.

Section 5. Overtime: The School District will pay employees for overtime worked during each payroll period. Overtime should be reported on a "Payroll Time Sheet."

Subd. 1. All time in excess of forty (40) hours a week must be pre-approved and will be paid at time-and-one-half.

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

School District-approved compensatory time shall be taken in one (1) to four (4) hour blocks of time per day. Additional time taken beyond four (4) hours in a day must be pre-approved by the Extended Day Program Coordinator or designee. When compensatory time worked is in excess of a forty-hour (40) work week, compensatory time granted shall be at time-and-one-half.

Section 6. Winter Break Duty: When the School District chooses to run the Extended Day Program during winter break, the program will be staffed with volunteers from within the unit. If at anytime there is not enough volunteers to operate the program, the School District has the right to assign staff. Any assignments that need to be made will be done on a rotating basis starting with the least senior employee.

## **ARTICLE XIV**

### **GROUP INSURANCE**

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the District.

Section 2. Eligibility: Full-time employees, as defined by Article IX shall be eligible for School District contribution to group insurance as set forth in this Article.

Section 3. Medical-Hospitalization Insurance:

Subd. 1. Single Coverage: Effective January 1, 2020, the District will contribute up to the sum of \$523.02 per month toward the cost of the premium for a medical hospitalization plan for individual coverage of each full-time employee employed by the District who qualifies for and is enrolled in the group medical-hospitalization plan. The cost of the premium not contributed by the District will be borne by the employee and paid by payroll deduction. The Medical-Hospitalization Insurance specified in Section 3, Subd.1 will no longer be available to new employees effective 1/1/2020.

Subd. 2. Family Coverage: Effective January 1, 2020, the District will contribute up

to the sum of \$1,315.30 per month toward the cost of the premium for each full-time employee employed by the District who qualifies for and is enrolled in the group medical-hospitalization plan for family coverage. The cost of the premium not contributed by the District will be borne by the employee and paid by payroll deduction. The Medical-Hospitalization Insurance specified in Section 3, Subd.2 will no longer be available to new employees effective 1/1/2020.

Subd. 3. Health Reimbursement Arrangement (HRA): Effective 1/1/2010, the District shall offer a high-deductible health insurance plan coupled with a HRA (Health Reimbursement Account) in addition to its other health insurance plan. Each employee who chooses to enroll in the high deductible/HRA plan shall receive a District contribution to a HRA account set up for that employee. The following provisions shall apply to the high-deductible HRA plan offered by the District:

- a. Single Coverage: The deductible on a single policy will be \$2,000. The District will make a \$1,500 annual contribution, paid on a semi-annual basis, to the employee's HRA account. Effective January 1, 2020, the District shall pay \$565.58.58 monthly towards the cost of the basic single premium for the high-deductible plan. Effective January 1, 2021, the District shall pay \$605.17 monthly towards the cost of the basic single premium for the high-deductible plan. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.
- b. Family Coverage: The deductible on a dependent policy will be \$4,000. The District will make a \$3,000 annual contribution, paid on a semi-annual basis, to the employee's HRA account. As of January 1, 2020, the District shall pay \$1,327.63 monthly towards the cost of the dependent premium for the high-deductible plan. As of January 1, 2021, the District shall pay \$1,420.56 monthly towards the cost of the dependent premium for the high-deductible plan. The cost of the premium not contributed by the District shall be borne by the employee and paid by payroll deduction.
- c. If a qualified employee enters the HRA plan as a participant on a date after January 1, the District shall prorate the amount of the District HRA contribution to reflect the late entry. This prorated amount will be determined by comparing the number of days for which the employee is contracted to the total employment days in the applicable calendar year for that employee.
- d. If an employee submits evidence of hardship, the District will make the remainder of the annual contribution to the employee's HRA account in one payment. Upon such payment, no further District contributions will be made for the remainder of the year. If the employee who has received this payment either voluntarily or involuntarily terminates employment with the District or terminates coverage under the District's high deductible/HRA plan prior to the end of the payment year, the employee will be responsible for repaying the District for any portion of the District's lump sum HRA contribution which was associated with the time period in which the employee was no longer employed by the District.

Subd. 4. Alternative Health Plan: The School Board agrees to contribute sums equal to those specified in Article XII, Section 3, Subd. 3 A and B for employees enrolled a District Sponsored high deductible plan. Any costs of the premium not contributed by the Board shall be borne by the employee and paid by payroll deduction. Participation in this alternative plan shall be available after providing a reasonable time for processing of such requests. The contract is between the alternative health plans and the individual. The

District is only involved in taking the deduction.

Section 4. Long-Term Disability Insurance: The School District will pay the premium for long-term disability insurance for full-time personnel. The income plan shall include the following:

Subd. 1. Benefits begin after sixty (60) calendar days of total disability.

Subd. 2. The monthly income benefit shall be sixty-six and two-thirds (66 2/3%) percent of the basic monthly earnings (exclusive of additional compensation).

Subd. 3. Benefits will be paid for disability due to an accident or illness as long as the employee remains totally disabled up to the day of the employee is eligible for Medicare.

Section 5. Life Insurance/Additional Life Insurance:

Subd. 1. Life Insurance: The School District will pay the premium for \$50,000 life insurance for all full-time program personnel.

Subd. 2. Additional Life Insurance: Each full-time employee may purchase up to \$10,000 supplementary term life insurance. The premium to be paid by the employee through payroll deduction.

Section 6. Dental Insurance: The School District shall pay the full premium for dental insurance for each full-time employee who qualifies for and is enrolled in a School District group dental plan. The cost of the premium not contributed by the School District shall be borne by the employee and paid through payroll deduction. An eligible employee may select a dependent dental plan and the employer shall pay the full cost of the dependent dental plan. Employees may continue in the District dental insurance plan after retirement at their own expense.

Section 7. Claims Against the School District: The parties agree that any description of insurance benefits contained in this Article are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this Article. It is further understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 8. Duration of Insurance Contribution:

Subd. 1. A qualified employee is eligible for School District contributions as provided in this Article as long as the employee is employed by Independent School District No. 624. Upon termination of employment, all School District participation and contribution shall cease, effective on the last working day.

Section 9. Workers' Compensation:

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

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

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

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

## **ARTICLE XV MISCELLANEOUS**

Section 1. Pay Periods: Unit employees will be paid on a twice monthly cycle.

Subd. 1. Employees working less than twelve (12) months who have completed their contractual work obligation for the school year, shall receive their final paycheck on the last day worked (or on the pay date immediately following the last day worked).

Subd. 2. If retroactive pay is part of any negotiated settlement, it shall be paid in one check upon acceptance of this contract, rather than incorporated in the remaining unpaid yearly salary and distributed on a prorata basis over the remaining pay periods.

Section 2. Probationary Period: An employee shall, under the provisions of this Agreement, serve a probationary period of nine (9) continuous months of service worked during which time the School District shall have the unqualified right to suspend without pay, discharge, or otherwise discipline such employee; and during this probationary period the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge, or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated.

Section 3. Resignation: A resignation should be turned in at least two (2) weeks in advance of the employee leaving. Employees should write a letter of resignation to the Director of Human Resources (copy to the Program Coordinator). The Director of Human Resources then presents the resignation to the School Board at their next regular meeting for acceptance.

Section 4. Time Sheets: Time sheets will be turned in to the employee's immediate supervisor according to the schedule sent to all administrators and supervisors by the payroll department.

Section 5. Tax Sheltered Annuities: Tax sheltered annuity programs are available pursuant to District policy. An employee may begin participation in a deferred compensation and/or tax-sheltered annuity plan immediately upon successfully completing the probation period. The District will make available a list of all qualifying plans for contribution matches.

Subd. 1. District Matching Annuities: An employee is eligible to participate in a District matching annuity program as provided in M.S. 356.24 after three (3) years of service as a member of the Extended Day bargaining unit. The chart below lists the maximum annual District contribution for full time employees. The contributions for part-time employees will be pro-rated.

Maximum Matching Annual Contributions: Effective 7/1/19

- |  |                  |
|--|------------------|
| a. Three (3) years or more, less than five (5) years | \$1,100 annually |
| b. Five (5) years or more, less than ten (10) years  | \$1,600 annually |
| c. Ten (10) years or more                            | \$2,100 annually |

Section 6. Mileage: Any employee who may be required to use their own automobile in the performance of the employee's duties, shall be reimbursed for all required driving on approved school business and shall be compensated at the majority group rate.

Section 7. Program Cancellation: In the event the program is closed due to severe weather, and not rescheduled, employees shall not be required to report for duty and will not suffer a loss in wage nor will a deduction be made from the employee's sick leave account or have any effect on any perfect attendance incentive program.

If these days are rescheduled by the School Board, employees will make up these days at that time.

Section 8. In-Service Hours: As a condition of continuing employment, all employees are required to annually submit to the Extended Day Program Coordinator proof of attendance for mandated training. Program Assistant Leaders and aides must attend a minimum of 18 hours, if you work both an AM and PM shift. If you work only one AM or one PM shift, you must attend a minimum of 12 hours of mandated training. Each year, employees will be provided with a list of approved in-service opportunities. No more than fifty (50%) percent of in-service hours credit shall be completed on-line. Employees may also gain credit for professional growth hours not on the provided list by obtaining prior approval from the Program Coordinator. Employees shall be offered either compensatory time at time and a half or over-time at time and a half when asked to work above 40 hours per week. Employees shall be paid at their regular hourly rate for participating in all pre-approved in-service training opportunities.

Section 9. First Aid Training: First aid and CPR certification are required for all employees at no cost to the employee. First Aid and CPR Training shall not count toward in-service hours as described in Section 8. Employees shall be paid at their regular hourly rate for participating in this training.

## ARTICLE XVI

### DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on the date of July 1, 2019 through June 30, 2021 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, 2021, it shall give written notice of such intent no later than May 1, 2021.

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

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

## ARTICLE XVII

### GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by an employee or employees resulting in a dispute or disagreement as to the interpretation or application of any term

or terms of this Agreement.

Section 2. Representative: The employee, administrator, or School Board may be represented during any Level of the procedure by any person or agent designated by such party to act in their behalf.

### Section 3. Definitions and Interpretations:

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual written 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 legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Adjustment of Grievance: The parties shall attempt to adjust all grievances which may arise during the course of employment of any employee within the School District in the following manner:

Subd. 1. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the Director of Human Resources, setting forth the facts and the specific provisions of the Agreement allegedly violated and the particular relief sought within fifteen (15) days after the date the event giving rise to the grievance occurred.

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. An effort shall first be made to adjust an alleged grievance informally between the employee and the Extended Day Coordinator.

Subd. 2. Level I: If the grievance is not resolved through informal discussions, the Extended Day Coordinator, shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 3. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Director of Community Services, if not involved in Level I, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the administrator, the administrator or designee shall set a time to meet regarding the grievance within ten (10) days after receipt of the appeal. Within ten (10) days after the meeting, the administrator or designee, shall issue a decision in writing to the parties involved.

If the building administrator is involved in Level I, the grievance should be brought in Level II to the administrator's immediate supervisor.

Subd. 4. Level III: In the event the grievance is not resolved in Level II, the decision

rendered may be appealed to the Director of Human Resources, provided such appeal is made in writing with five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the Director of Human Resources, the Director of Human Resources or the Human Resources' designee shall set a time to meet, and shall issue a decision in writing to the parties involved.

Subd. 5. Level IV: In the event the grievance is not resolved in Levels II and III, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within five (5) days after receipt of the decision at Level III. The Superintendent or designee shall set a time to meet regarding the grievance within ten (10) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or designee shall issue a decision in writing to the parties involved.

Section 5. Denial of Grievance: Failure by the Superintendent or any School District designee to issue a decision within the time periods provided in this article shall constitute a denial of the grievance, and the employee may appeal it to the next level.

Section 6. Arbitration Procedures: In the event that the employee and the school administration are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party and exclusive representative. The request must be filed in the office of the Superintendent within ten (10) days following the decision in Level IV.

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

Subd. 3. Selection of Arbitrator: Upon the prior submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days of the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the BMS to provide a list of seven (7) arbitrators, pursuant to P.E.L.R.A., providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the list of arbitrators be provided within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request a list of arbitrators from the BMS within the time periods provided herein shall constitute a waiver of the grievance. The parties may agree to waive these timelines.

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 District, the submission of the grievance which shall include the following:
  - 1) The issues involved.
  - 2) Statement of the facts.
  - 3) Position of the grievant.
  - 4) The written documents relating to Section 4 of this grievance procedure.
- b. The School District may make a similar submission of information relating to the grievance either before or at the time of the hearing.

Subd. 5. Hearing: The grievance shall be heard by a single arbitrator, and both parties may be represented by such person or persons as they may choose and designate, and the parties 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 de novo.

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 the arbitrator 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 representing its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The party or parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of the transcript shall pay for such copy.

Subd. 8. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall 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. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operation.

Section 7. Grievance Form: Grievances must be filed on the form provided in this Section. Forms shall be supplied by the School District.

**GRIEVANCE REPORT FORM**

Independent School District No. 624  
White Bear Lake, Minnesota

Grievance No. \_\_\_\_\_

Name \_\_\_\_\_ Building \_\_\_\_\_

Employee Group \_\_\_\_\_

Date Grievance Occurred \_\_\_\_\_

Statement of Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
President, SEIU Local 284

Copies to: Director of Human Resources  
Director of Community Services & Recreation  
Out of School Time Coordinator  
SEIU Local 284 President

2019-2021  
Independent School District 624  
Extended Day Employees Salary Schedule

Program Aides	1	2	3
2019-20	12.55	13.12	13.69
2020-21	12.80	13.38	13.96
Program Assistant Leaders	1	2	3
2019-20	14.63	15.20	15.76
2020-21	14.92	15.50	16.08
Program Leaders	1	2	3
2019-20	16.74	17.30	17.86
2020-21	16.74	17.30	17.86
Project Coordinator/Summer Site Lead	1	2	3
2019-20	20.39	20.95	21.51
2020-21	20.39	20.95	21.51

Longevity

Effective July 1, 2017 an employee who has completed the indicated number of years of service in the School District, doing bargaining unit work, shall receive the corresponding hourly amount above base pay.

10 years	\$0.65
15 years	\$0.85
20 years	\$1.05

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between Independent School District 624, White Bear Lake Area Schools ("District") and SEIU Local 284, representing the Extended Day employees of the District ("Union"). The District and the Union are referred to herein as the "Parties".

The parties agree to following:

1. The parties agree to establish a committee to discuss and come back with recommendations about implementing an inclusion threshold for inclusion in the bargain unit at 35% of the normal work week of those currently working in the bargaining unit.

For:

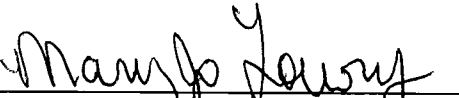
School Service Employees'  
SEIU Local 284  
White Bear Lake  
Extended Day Employees'

  
\_\_\_\_\_  
President, SEIU Local 284

\_\_\_\_\_  
Union Steward

  
\_\_\_\_\_  
Bargaining Team Member

  
\_\_\_\_\_  
Bargaining Team Member

  
\_\_\_\_\_  
Bargaining Team Member

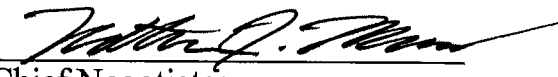
  
\_\_\_\_\_  
Bargaining Team Member

For:

White Bear Lake Area Schools  
Independent School District No. 624

  
\_\_\_\_\_  
School Board Chairperson

  
\_\_\_\_\_  
School Board Clerk

  
\_\_\_\_\_  
Chief Negotiator

## AGREEMENT

IN WITNESS WHEREOF, the parties have executed the 2019-2021 Master Agreement as follows:

For:

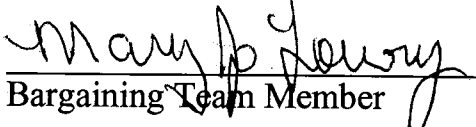
School Service Employees'  
SEIU Local 284  
White Bear Lake  
Extended Day Employees'

  
\_\_\_\_\_  
President, SEIU Local 284

\_\_\_\_\_  
Union Steward

  
\_\_\_\_\_  
Bargaining Team Member

  
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Bargaining Team Member

  
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Bargaining Team Member

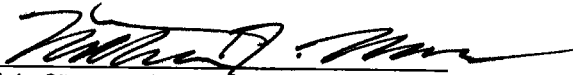
  
\_\_\_\_\_  
Bargaining Team Member

For:

White Bear Lake Area Schools  
Independent School District No. 624

  
\_\_\_\_\_  
School/Board Chairperson

  
\_\_\_\_\_  
School Board Clerk

  
\_\_\_\_\_  
Chief Negotiator

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020 Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020