

**Working Agreement
between**

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

and

**School Service Employees
SEIU Local 284**

Clerical

Effective July 1, 2023 through June 30, 2025

**WHITE BEAR LAKE & CLERICAL
WORKING AGREEMENT
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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 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' Local 284 as the exclusive representative for clerical and aide employees employed by the School Board of Independent School District No. 624, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all such employees of the School 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 Director 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 except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees.

Section 2. Description of Appropriate Unit: All Clerical, and Assistant employees employed by Independent School District No. 624, White Bear Lake, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding supervisory, confidential, and all other employees.

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 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 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 employee 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 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 deductions.

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 addresses. The district shall inform the union representative(s) and steward(s) of all new hires immediately upon hire. The district shall share the schedule of when monthly district orientations are taking place and Steward(s) or a Union Representative shall be able to speak at the orientation for no less than ten (10) minutes at the end of the meeting and Stewards may use their member activities leave to attend.

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 operations.

ARTICLE VI RATES OF PAY

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

Section 2. Classification and Job Description:

Subd. 1. The classifications and job descriptions are established and approved by the School Board.

Subd. 2. Procedure for Classification of New Position: In the event that a new position is established in which the duties are not reasonably parallel to Exhibit A, the Director of Human Resources will establish the classification, taking into consideration the duties, skills and responsibilities of the new position in comparison with the duties, skills and responsibilities of Exhibit A.

Subd. 3. Reclassification of Position: 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 will be available each fall. Completed applications must be submitted by December 1 to the Department of Human Resources in order for requests to be considered. Notices of decisions shall be conveyed to the affected employee by May 15 of the current school year with any change being effective retroactively to January 1st of the current school year.

Section 3. Step Increase Status:

Subd. 1. During the term of this Agreement, employees shall advance one step per year pursuant to Article VI, Section 5, Subd. 2. Upon the expiration of this Agreement (June 30, 2025) a step increase is not automatic and is subject to renegotiation of this Agreement by the parties.

Subd. 2. The salary schedule herein has been adopted as a goal or guide for the School Board. 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.

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, secured the employee's signature as evidence of such action, and given the employee at least sixty days in which to improve the employee's performance.

Section 4. Special Assignment

Subd. 1. The Director of Human Resources may on an annual basis make a special assignment to a member of the Clerical Bargaining Unit to coordinate, resolve technology operational difficulties, and in-service staff. If this assignment is provided to a member of the Clerical Bargaining Unit, 35 cents per hour will be added to the listed hourly rate.

Section 5. New Employees:

Subd. 1. The School District shall place new hires on the lowest step of the salary schedule.

Subd. 2. An employee shall be eligible to advance one grade 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 starting salary but shall remain on the starting salary until the following July 1.

Subd. 3. If an employee has worked on a part-time basis 30 hours or more per week, for 30 or more days, those days will be considered in determining whether or not an employee will advance a grade pursuant to Section 5, Subd. 2 above, i.e., an employee was hired February 1 but had worked 60 days on a time-sheet, the employee's employment date would be considered December 1, and the employee would then be eligible to advance a grade the following July 1.

Section 6. Assignment and Reassignment:

Subd. 1. Employees who are temporarily reassigned for a period of less than 30 working days shall be paid at their regular rate of pay. This also applies to individuals who are working as clerical personnel on a time-sheet basis which is not a regular part of their daily assignment.

Subd. 2. Employees who are permanently reassigned (for a period of more than 30 working days) shall be paid on the basis of the new class assigned to and subject as follows:

- a) If an employee's assignment moves the employee to a higher class, the employee will be paid on such grade level as is determined by the Director of Human Resources after evaluation of the employee's

qualifications and experience. It would be at least the lowest grade in the new class which is not less than the salary immediately prior to transfer, plus one additional grade.

- b) If an employee's assignment moves the employee to a lower class, the employee will be paid at the same grade level that the employee occupied immediately prior to the transfer.
- c) A regular full-time employee working less than 12 months who accepts a 12 month full-time position shall not forfeit the employee's accumulated years in the School District as a regular full time employee, but shall retain the employee's accumulated years of service to qualify both for sick leave benefits and months accrued toward paid vacation.

Example: If a regular full-time employee has worked six years for the School District as a 9 1/2 month employee, upon assuming the employee's 12 month position, the employee will have accrued 54 months, or four and one-half years toward vacation benefits.

ARTICLE VII

DEFINITION OF EMPLOYEES

Section 1. 12-Month Employee: A 12-month employee is defined as an employee who works 12 months a year, a minimum of 20 hours per week.

Section 2. Full-time Employee: A full-time employee is defined as any employee who works a minimum of 30 hours per week.

Section 3. Regular Part-time Employee: A regular part-time employee is any employee who works 12.5 hours per week or more and less than 30 hours per week.

ARTICLE VIII

VACATIONS

Section 1. Eligibility: Clerical employees who are regularly employed on a 12-month basis, 20 hours or more per week on a regular assignment, are eligible for vacation. Nine and 10-month employees and part-time employees are not eligible for vacation except as defined in Section 2, Subd 6.

Section 2. Vacation Accrual:

Subd. 1. In the first five years of employment in the School District, an employee shall be entitled to three weeks of vacation per year, 1-1/4 days per month.

Subd. 2. After five years of employment in the School District, an employee shall be entitled to four weeks of vacation per year, 1 2/3 day per month.

Subd. 3. After ten years of employment in the School District an employee shall be entitled to five weeks of vacation per year, 2 1/12 days per month.

Subd. 4. After thirty years of employment in the School District an employee shall be entitled to twenty-seven days of vacation per year, 2 1/4 days per month.

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 in relation to the 2,080-hour work year.

Subd. 6. After ten (10) years of employment in the School District, nine and ten-month employees shall be eligible for one "longevity holiday" per year. This holiday can only be taken upon receiving prior approval from the supervising administrator.

Section 3. Application:

Subd. 1. Employees hired after July 1 shall earn vacation on a prorata basis. Such vacation must be taken after the following July 1.

Subd. 2. If the employee resigns before completing a full year of service, the employee shall not be entitled to any vacation pay. An employee who has completed at least one 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 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. Employees will not ordinarily be allowed to take their vacation while school is in session.

Subd. 3. The vacation schedule will be posted no later than April 1 of each year.

Subd. 4. Vacation accrued as of July 1 of each year should be taken during that summer or during the year. An employee may carry a maximum of eighty (80) hours of vacation over into the following year. School District policy does not allow payment in lieu of vacation.

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

Section 6. Moving from 9 to 12 month position: When move from nine (9) month to twelve (12) month positions, the employee may use any accrued vacation immediately.

ARTICLE IX HOLIDAYS AND SICK LEAVE

All employees shall receive holidays and sick leave in proportion to their work days as follows:

Must Work <u>At Least</u>	<u>Holidays</u>	Sick Leave	
		<u>First Five Years</u>	<u>After Five Years</u>
155 days	8	10	10
170 days	10	12	12
245 days	13	12	15

ARTICLE X LEAVE PROVISIONS

Section 1. Sick Leave Provisions:

Subd. 1. Unused sick leave days may accumulate to an unlimited amount.

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 illness which prevented the employee's attendance and performance of duties on that day or days.

Subd. 3. The School Board may require an employee to furnish a medical certificate from the school health officer or 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.

Subd. 5. Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

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

Subd. 7. Employees are required to give adequate notice, whenever possible, when sick leave is to be used.

Subd. 8. Employees will be compensated for perfect or near perfect attendance according to the following plan:

- a) Zero (0) hours absent earns two (2) additional days off. Days off shall be arranged by mutual consent between the principal/administrator and the employee.
- b) One (1) hour to 6, 7, or 8 hours absent, depending on daily hours worked, earns one (1) additional day off. The day off shall be arranged by mutual consent between the building principal/administrator and the employee.

- c) Effective July 1, 1996, over eight (8) hours absent or daily hours worked, for any reason other than paid vacation, discretionary hours, or hours missed due to a school closing because of inclement weather, earns no additional days off.
- d) All days off earned in one school year must be taken in the following school year. The time off shall be based upon the "day" that the employee worked during the school year in which the time was earned (i.e. calculate in hours).

Section 2. Emergency & Essential Leave:

Subd. 1. All employees may be granted leave at the discretion of the Director of Human Resources. The days used will be deducted from sick leave. This leave is intended for situations that arise requiring the employee's attention which cannot be attended to when school is not in session and which are not covered under other policies.

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, the Superintendent's 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 leave under this provision 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. The Director of Human Resources reserves the right to refuse to grant leave if under the circumstances involved, the Superintendent determined such leave shall not be granted.

Subd. 5. Bereavement or Hospice Leave: Up to five (5) days per school year will be allowed for use as bereavement or hospice leave for family (family includes spouse, sibling, parent guardian, children, parent-in-law, step-children, step-parent, step-siblings, grandparents and grandchildren). Bereavement or hospice leave days are paid days and will not be deducted from the leave account. These days are not cumulative. The employee will notify their supervisor/principal directly and use the district's automated absence system.

Subd. 6. Up to one day per school year will be allowed and deducted from sick leave for use as funeral leave for extended family members not listed and close personal friends.

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. 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. Medical Leave:

Subd. 1. An employee who is unable to perform the employee's duties because of personal illness or disability and who has exhausted all accumulative sick leave may receive

a leave of absence without pay for the duration of such illness or disability up to one (1) year. The leave may be renewed for one (1) year at the discretion of the School Board upon written request by the employee.

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

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

Section 5. Child Care Leave:

Subd. 1. A child care leave may be granted by the School District subject to the provisions of this section. Child care leave may be granted because of the need to prepare and provide parental care for a child or children of the employee for an extended period of time.

Subd. 2. An employee making application for child care leave shall inform the Director of Human Resources in writing of intention to take the leave at least three calendar months before commencement of the intended leave.

Subd. 3. An employee who chooses not to request an unpaid child care leave may utilize available sick leave for periods of disability relating to pregnancy; after which, the employee may request a child care leave and the leave shall not be denied based upon the employee's use of sick leave days for periods of disability relating to pregnancy.

Subd. 4. The School District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year - i.e., winter vacation, spring vacation, semester break or quarter break, end of a grading period, end of the school year, or the like.

Subd. 5. In making a determination concerning the commencement and duration of a child care leave, the School Board shall not, in any event, be required to:

- a) Grant any leave more than twelve (12) months in duration.
- b) Permit the employee to return to the employee's employment prior to the date designated in the request for child care leave.

Subd. 6. An employee returning from child care leave shall be reemployed in a position for which the employee is qualified at the same or higher classification. This does not permit a returning employee to bump a senior employee.

Subd. 7. Failure of the employee to return pursuant to the date determined under this Section shall constitute grounds for termination unless the School Board and the employee mutually agree in writing to an extension in the leave.

Subd. 8. The parties agree that the applicable periods of probation are intended to be periods of actual service enabling the School District to have opportunity to evaluate an employee's performance. The parties agree, therefore, that periods of time for which the employee is on child care leave shall not be counted in determining the completion of the probationary period.

Subd. 9. An employee who returns from child care leave within the provisions of this Section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The employee shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave.

Subd. 10. An employee on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as they wish to retain, commencing with the beginning of the child care leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the School District pursuant to this Section.

Subd. 11. Leave under this Section shall be without pay or fringe benefits paid by the School District.

Subd. 12. The employee must notify the Department of Human Resources no later than April 1, prior to the expiration of the leave to notify them of the employee's plans for the next fiscal year.

Section 6. Other Leaves: The School Board may allow leaves of absence for other reasons than listed in this Section.

Section 7. Discretionary Leave: After one year of School District employment, an employee may be granted, upon obtaining prior approval from the building administrator and Director of Human Resources, up to five (5) days per year of unpaid leave. An employee need not give a reason for this request. Leave requests may be denied based upon the operational needs of the School District. Such leave shall not be deducted from the employee's accumulated sick leave. An employee must work one school year before being eligible for such a leave. An employee requesting a discretionary leave, must submit the request to the Department of Human Resources at least fifteen (15) working days in advance. If the employee gives appropriate notice, the School District will respond within five (5) working days of the date the request was received in the Department of Human Resources. The School District may grant the request by taking no action on it during the allotted time frame. Requests submitted with less than fifteen (15) days' notice may still be considered.

Section 8. Personal Leave: Employees who work less than twelve (12) months per year, may take up to three (3) days per year for personal reasons. This leave shall be deducted from accrued sick leave. This leave may accumulate from year to year to a total of five (5) days and does not count against the perfect attendance incentive.

Section 9. Long Term Leave: Employees who have completed at least seven (7) school years of service to the School District may be granted leave without pay subject to the request being submitted in writing in advance of such leave and subject to the approval of the Director of Human Resources. The requested dates of the leave of absence must be specified in the application. If the requested leave is not in excess of twelve (12) months, and if the leave is approved, the employee shall return to her/his own position at the conclusion of the leave. If the leave is in excess of twelve (12) months, the employee will be placed into a vacant position of like classification and hours as the employee held before the leave. If no such vacant position is available, the employee may utilize the displacement procedure located in Article XIII, Section 12.

Section 10. 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 XI

HOURS OF SERVICE

Section 1. Regular Work Days: The normal working day shall be eight (8) hours exclusive of lunch, Monday through Friday. The School District reserves the right to go to four ten (10) hour days.

Section 2. Breaks: Normally, there are two 15 minute breaks each day. Emergency situations may require the delay or omission of breaks. The normal two 15-minute breaks are for 7 or 8 hour employees. Four-hour but less than seven-hour employees receive one 15-minute break, and for employees working less than four hours per day there is no allotted break.

Section 3. Lunch Period: An employee working five or more hours per day will be provided a thirty-minute duty-free lunch period scheduled by the supervising administrator. This lunch period is not to be considered part of an employee's paid work hours and is exclusive of them.

Section 4. Regular Part-time Employees: A part-time employee as defined in Article VII, Section 3 will have their hours of work established by their immediate supervisor.

Section 5. Clerical Overtime: The School District will pay clerical employees for overtime worked during each week. Overtime should be reported on the District's time tracking system.

Subd. 1. Approval must be obtained from the building principal or site supervisor or Director of Human Resources before overtime hours are worked. An attempt should be made to provide hourly help from a current member of the bargaining unit or to work out some other solution so that overtime will not be necessary. If an employee has not received prior approval for overtime and there is an urgent situation that requires the employee to work beyond the normal work time, the employee will be permitted to take equivalent time off within the same week. If equivalent time off is not possible within the same week or within the next five work days, the employee will be paid for the additional time of service.

Subd. 2. All time in excess of 40 paid hours a week will be paid at time and one-half.

Subd. 3. Employees regularly working less than 40 hours a week will be paid at the regular rate for any paid hours up to the 40 hours in one week.

Subd. 4. Compensatory time off for overtime at time and one-half may be given if the time off and the overtime occur in the same fiscal year and approved in advance by the supervising administrator. An employee may carry an unlimited amount of accrued compensatory time at any time. An employee will be permitted to use accrued compensatory time with the supervisor's approval and with a minimum of two (2) work days' written notice to the employee's supervisor. Any unused compensatory time will be paid out, at the close of each fiscal year, resetting the balance to zero hours.

ARTICLE XII

GROUP INSURANCE

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

Section 2. Eligibility: An employee, as defined by Article VII, Section 1 and Section 2 shall be eligible for District contribution to group insurance as set forth in this Article.

Section 3. Medical-Hospitalization Insurance:

Subd. 1. The District shall offer a high-deductible health insurance plan. Each eligible and enrolled employee in the plan(s) shall receive a District contribution to an account set up for that employee.

- a) Single Coverage: The deductible on a single policy for the HRA plan will be no more than \$2,500. The District will make a \$1,500 annual contribution, paid on a semi-annual basis, to the employee's HRA account for each eligible and enrolled single member or the HRA plan. Effective January 1, 2023, the District shall pay \$650.06 monthly towards the cost of the basic single premium for the high deductible plan. January 1, 2024, the District shall contribute \$712.82 monthly towards the cost of the basic single coverage. As of January 1, 2025, the District will pay \$755.58 monthly towards the cost of the basic single premium for the HRA plan.
- b) The deductible on a single policy for the HSA plan will be no more than \$3,700. The District will make a \$1,700 annual contribution, paid on a semi-annual basis, to the employee's HSA account for each eligible and enrolled single member on the HSA plan. Effective January 1, 2023, the District shall pay \$646.10 monthly towards the cost of the basic single premium for the high-deductible plan. January 1, 2024, the District shall pay \$703.68 monthly towards the cost of the basic single premium for the high-deductible (HSA) plan. January 1, 2025, the District shall pay \$742.92 monthly towards the cost of the basic single 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) Family Coverage: The deductible on a family policy for the HRA plan will be no more than \$5,000. The District will make a \$3,000 annual contribution, paid on a semi-annual basis, to the employee's HRA account for each eligible and enrolled family member of the HRA plan. As of January 1, 2023, the District shall pay \$1,537.10 monthly towards the cost of the dependent premium for the high-deductible plan. January 1, 2024, the District shall pay \$1,700.25 monthly towards the cost of the dependent premium for the high-deductible plan. As of January 1, 2025, the District shall pay \$1,810.68 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.
- d) The deductible on a family policy for the HSA plan will be no more than \$7,400. The District will make a \$3,400 annual contribution, paid on a semi-annual basis, to the employee's HSA account for each eligible and enrolled family member on the HSA plan. As of January 1, 2023, the District shall pay \$1,526.90 monthly towards the cost of the dependent premium for the high-deductible plan. As of January 1, 2024, the District shall pay \$1,676.48 monthly towards the cost of the dependent premium for the high-deductible plan. As of January 1, 2025, the District shall pay \$1,777.17 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.

Subd. 2. Dual Coverage: A full-time employee whose spouse is also eligible for a District contribution to health insurance coverage by virtue of either active full-time employment or retirement benefits shall have both the employee and the employee's spouse insurance premium fully paid by the District. This fully-paid coverage is limited to two single policies or one family policy per employee and spouse.

Section 4. Long-Term Disability Insurance: The 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 66 2/3% of the basic monthly earnings.

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

Section 5. Life Insurance:

Subd. 1. The District will pay the premium for \$50,000 life insurance for all personnel.

Subd. 2. Additional Life Insurance: Each employee may purchase supplementary term life insurance as permitted by the insurance carrier. The premium will be paid by the employee through payroll deduction. The District will arrange for the life insurance program to provide options for dependent and spouse coverage at the employee's expense.

Section 6. Dental Insurance: The District shall pay in full the premium for dental insurance for each full-time employee who qualifies for and is enrolled in a District group dental plan.

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. Medical Reimbursement: Employees working less than thirty hours per week who are not eligible for a health insurance benefit, will receive as a medical reimbursement in the amount of \$150. This reimbursement check will be paid at the end of each school year.

Employees working more than thirty hours per week who waive their health insurance benefit are not eligible for this payment.

Section 8. Claims Against the 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 District pursuant to this Article. It is further understood that the 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 District as a result of a denial of insurance benefits by an insurance carrier.

Section 9. Duration of Insurance Contribution:

Subd. 1. An employee is eligible for 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 District participation and contribution shall cease, effective on the last working day.

Section 10. 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 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 and/or vacation pay.

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

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

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

**ARTICLE XIII
MISCELLANEOUS**

Section 1. Pay Periods: Clerical employees shall be paid as per published pay dates.

Subd. 1. Clerical personnel working less than 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. Any and all retroactive pay earned shall be paid upon acceptance of this contract.

Subd. 3. Unit employees shall be paid two times per month.

Section 2. Retirement:

Subd. 1. Retirement shall be as per statute.

Section 3. Probationary Period: An employee shall, under the provisions of this Agreement, serve a probationary period of nine (9) months worked during which time the District shall have the unqualified right to suspend without pay, discharge, or otherwise discipline such employee; and during this probation 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.

An employee evaluation shall be completed by the employee's supervisor before the end of the initial probationary period.

Section 4. Resignation: The resignation should be turned in at least two weeks in advance of the employee leaving. Employees should write a letter of resignation to the Director of Human Resources (copy to the supervisor). The Director of Human Resources then presents the resignation to the School Board at their next regular meeting for acceptance. If an employee resigns before taking all of the employee's vacation for the current year, the employee will receive pay in lieu of vacation earned.

Section 5. Job Postings: An electronic notice of a position opening, including the job description, will be posted on the District website for five (5) work days. Notice of a position opening, including the job description, shall be e-mailed to the union steward(s) on the first day of the posting. Employees who have completed their probationary period will be given an opportunity to be considered for a position opening, and the position shall not be filled for at least one week after posting. Seniority, ability, and job performance will be considered in filling posted positions.

The Department of Human Resources will, in a timely manner, notify all applicants and the union steward of both interview dates and final decisions.

During the summer months, the Department of Human Resources shall post all open positions on the District website. The District shall provide notice through the District e-mail system to the bargaining unit members working less than 12 months.

An employee transferred or promoted to a position in the same class shall be frozen in the position for a period of 90 calendar days. Employees who wish to be promoted to a higher classification shall be allowed to do so after serving 60 calendar days in the position.

Section 6. Job Assignment: Job assignment is the responsibility of the immediate supervisor.

Section 7. Absenteeism: An employee who must be absent because of illness or other legitimate reasons must notify the supervisor as early as possible.

Section 8. Absences: Absences or unapproved absences not covered by leave policies will result in a salary deduction at the employee's regular daily compensation rate.

Section 9. School Closing:

Subd. 1. The closing of school is the responsibility of the Superintendent. Announcements of school closings will be broadcast over local TV and radio stations.

Subd. 2. In the event a student attendance day is cancelled 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. In the event of a late start or early dismissal, employees shall be paid for their full day.

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

Section 10. 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 Department of Human Resources and/or Payroll.

Section 11. Summer Clerical Hours: In the event that summer clerical hours are available, employees of the bargaining unit will be given first consideration and be reimbursed at an hourly wage of no less than Step B of a Level I position on the current school year salary schedule. When available, employees will be notified of additional summer clerical needs prior to the end of the school year. Each spring, interested employees should notify the Department of Human Resources of their desire for summer employment.

Section 12. Staff Reduction:

Subd. 1. Seniority. For the purpose of this Article, employees shall have seniority in the classification and bargaining unit assigned, as set forth in Appendix A, for the purposes of

layoff and recall. Seniority shall be the length of continuous employment with the School District within the classification assigned.

Subd. 2. Reassignment Rights. In the event that the position of an employee is eliminated or reduced in hours the employee has the right to be reassigned to a position of similar hours per week held by the least senior employee within the same classification or lower classification provided the employee meets the minimum qualifications for the position to which the employee is to be reassigned.

Employees will not be reassigned to a promotional position, a position with a higher job classification, a position requiring the employee to work more than 100 hours more per year than presently assigned or a position which would require the employee to split his/her time between two buildings.

An employee who has not had hours reduced or a position eliminated, but has been displaced by a more senior employee, has the same rights as the employee effected directly by staff reduction.

Subd. 3. Staff Reduction Process: All vacant positions shall be posted electronically prior to any reassignment or displacement. Employees eligible for reassignment will be notified. Affected, eligible employees will be given the option to remain in their position with reduced hours, to go on recall for two years, or displace the least senior employee provided the employee is qualified for the position.

Once the number of displacements has been identified, and if choice of a displacement position should exist, the most senior affected employee to the least senior affected employee will have the choice in deciding which of the identified displaced positions to which they will be reassigned provided that the employee meets the minimum qualifications for the position to which the employee is to be reassigned.

Subd. 4. Recall Rights: Employees who are "laid off" shall be put on a recall list for two (2) calendar years after which time the Seniority List will be adjusted to exclude the name of the employee. Employees on lay-off will be recalled, in order of seniority, to available positions at or below their previous pay classification. An employee who is recalled by the School District shall have two (2) days in which to communicate his/her decision to the Director of Human Resources.

An employee's seniority rights, layoff status and recall rights, shall terminate upon the earliest of the following events: (a) resignation, (b) retirement, (c) discharge, (d) failure to accept recall to a position for which the employee meets the minimum qualifications and which is at the same classification as the employee's previous position, or (e) the expiration of a period equal to two (2) years from the date of layoff.

Subd. 4. Ties in Seniority: In the event two or more employees share the same seniority date, ties shall be broken with the highest last four digits of an employee's social security number as the most senior, then the next highest number, and so on until such time all employees have been placed on the seniority list.

Section 13. Tax Sheltered Annuities. Tax sheltered annuity programs are available pursuant to School District policy. An employee may begin participation in a deferred compensation and/or tax-sheltered annuity plan immediately upon successfully completing the probation period. Some employees are eligible for School District match of their contributions to their TSA accounts as provided in Article XIV, Termination of Services/Retirement.

The School District will make available a list of all qualifying plans for contribution matches.

Section 14. Pay Days: Pay dates are as per published each year.

Section 15. Mileage: Any employee, who may be required to use the employee's 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 IRS rate.

Section 16. Educational Reimbursement/Professional Development: In the event any educational requirement is mandated by the employer of an employee on the payroll, the employer shall pay the applicable tuition fees to meet the employer's requirement and when possible, the training shall occur on work hours.

The School District shall provide \$1,000.00 per fiscal year toward a professional development program for this unit. In determining how to use this allowance, the elected stewards shall work in conjunction with the District's Staff Development Coordinator. Clerical staff shall have their development day on non-student contact days when possible.

Section 17. Job Descriptions: Each employee shall be furnished with a School Board-approved job description upon initial employment, position change, change of job description, or upon request of the employee.

Section. 18. Employee Expectations: 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 for just cause. Due process shall be provided for all employees who have completed the probationary period. The due process requirement encompasses the concept that the employee must receive reasonable notice of expectations and appropriate opportunity to correct behavior before discipline occurs. The employer recognizes the concept of progressive discipline for non-probationary employees consisting of the following levels:

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

Normally, the employer will implement the levels of progressive discipline in order, except when the case involves a more serious infraction.

Employees who have completed the probationary period who are subject to disciplinary action shall have the right to the grievance procedure.

Section 19. Union Representation: Whenever the School District calls a meeting with an employee that could lead to discipline, the district shall notify the employee of their right to have union representation at the meeting.

Section 20. Removal of Discipline: Disciplinary actions, including oral and written warnings, of a similar nature, that have resulted in no further disciplinary action against an employee seven (7) or more years after the last disciplinary action, shall be removed from an employee's personnel file and placed in the employer's grievance file, at the request of the employee.

ARTICLE XIV RETIREMENT

Section 1. Definition of Eligibility

Subd. 1. For purposes of retirement benefits, years of service shall include all years that an employee was employed by the School District performing bargaining unit work.

Subd. 2. Employees Hired Prior to January 1, 1991: Employees with hire dates prior to January 1, 1991 are only eligible for the terms of Plan IA, which include a severance payment based upon the employee's years of service as well as the employee's accrued, unused sick leave at the time of retirement. These employees are eligible to participate in the TSA/Deferred Compensation plan with employer matching contribution when the employee reaches twenty (20) years of service with the employer.

Subd. 3. Employees Hired on or After January 1, 1991, but before January 1, 2002: Employees with hire dates on or after January 1, 1991 but before January 1, 2002 are eligible for the terms of either Plan I (A or B, dependent upon the employee's hire date) or Plan II. Plans IA and IB include the severance terms as referenced above. Plan II includes no severance payment but includes an accelerated employer matching contribution to the employee's TSA/Deferred Compensation account. Employees in this category will be considered to be participating in either Plan IA or IB unless the employee requests matching contributions from the School District to the employee's TSA prior to completing twenty (20) years of service with the School District, according to the terms of Plan II. If the employee makes such a request, the employee will be eligible for the terms of Plan II only from that time forward and may not revert to Plan IA or IB.

Subd. 4. Employees Hired on or After January 1, 2002: Employees hired on or after January 1, 2002 are only eligible for Plan II.

Section 2. Severance:

Subd. 1. Plan IA and IB:

Plan IA: Full-time clerical employees who were employed by the School District as members of this bargaining unit or were employed as members of the paraprofessional bargaining unit as of January 1, 1992 who are at least 55 years of age and have completed at least 15 years of service with the School District shall be eligible for severance pay, pursuant to the provisions of this Article, upon submission of a written resignation accepted by the School Board.

Regular part-time employment shall be credited toward the accumulated years of service. Example: The number of hours worked in a year divided by 1062 hours will yield a partial year to be added to the total employment.

Plan IB: An employee who was hired after January 1, 1992 but prior to January 1, 2002 and is at least 55 years of age and has completed at least 20 years of continuous service with the School District shall be eligible for severance pay pursuant to the provisions of this Article, upon submission of a written resignation accepted by the School Board.

Regular part-time employment shall be credited toward the accumulated years of service. Example: The number of hours worked in a year divided by 1062 hours will yield a partial year to be added to the total employment.

Subd. 1a. Years of Service Consideration:

Eligible employees, upon retirement, shall receive as severance pay an amount representing 50 days' pay.

Subd. 1b. Accrued Sick Leave:

An employee who terminates under the provisions of this program shall be eligible to receive as severance pay the amount equal to 50% of unused sick leave not to exceed 100 days.

Subd. 1c. Daily Rate:

In applying these provisions, an employee's daily rate of pay shall be the basic daily rate at the time of retirement as provided in the basic salary schedule for the basic school year.

Subd. 1d. Discharged Employee:

Severance pay shall not be granted to any employee who is discharged for cause by the School District.

Subd. 1e. Payment:

Severance payments will be made in July for employees retiring at the end of the school year and in January for employees retiring before December 30 of any new school year. (Under the provisions of a current agreement with the exclusive representative and existing legislation, all severance payments will be sent to a financial company contracted by the School District to receive severance payments under the guidelines of a 401(a) and/or 403(b) tax deferred program.)

Subd. 1f. Beneficiary:

If an employee dies before all or a portion of the payments have been disbursed, the balance due shall be paid to a named beneficiary or, lacking same, to the deceased's estate.

If an employee, eligible for severance pay, dies prior to submitting a written resignation, the severance pay that the employee was entitled to prior to death will be paid to a named beneficiary or, lacking same, to the deceased's estate.

Subd. 2. Matching Tax Sheltered Annuity Program:

A clerical employee is eligible to participate in a School District matching annuity program as provided in M.S. 356.24 after twenty years of combined service in the School District as a member of clerical or the paraprofessional bargaining units. The maximum annual School District contribution is \$1,000.00 for full time employees. The contributions for part-time employees will be pro-rated. All amounts that the School District contributes to an employee's account under the matching annuity program shall be deducted from any severance payment the employee is due under Subd. 1 above.

Section 3. Plan II:

A clerical employee is eligible to participate in a School District matching annuity program as provided in M.S. 356.24 after three (3) years of combined service as a member of the clerical or the paraprofessional bargaining units. The chart below lists the maximum annual School District contribution for full time employees. The contributions for part-time employees will be pro-rated.

Maximum Matching Annual Contributions:

Effective 7/1/21

- | | |
|--|------------------|
| a. Three (3) years or more, less than five (5) years | \$1,300 annually |
| b. Five (5) years or more, less than ten (10) years | \$1,800 annually |
| c. Ten (10) years or more | \$2,300 annually |

Section 4. Continuation of Health Insurance:

An employee who retires early, and is not eligible for the Age 55 Option, shall be eligible to continue participation in the School District group medical-hospitalization and life insurance plans, if permitted by the terms of the policy with the insurance carrier, but shall pay the entire premium for such insurance commencing with the date of early retirement. It is the responsibility of the employee to make arrangements with the Department of Human Resources to pay to the School District the monthly premium amounts in advance and on such date as determined by the School District. The employee's right to continue participation in such group insurance, however, will be discontinued upon the employee reaching the age eligibility for Medicare.

Subd. 1. Age 55 Option:

The School District will pay health coverage (at same rate as active employee) for five years for the eligible employee providing the employee has fifteen (15) years of service and is least age 55 at the time of retirement and was hired before July 1, 2012.

Subd. 2. Non-duplication with Medicare:

If the retiree is entitled, by virtue of age eligibility, to have any part of the cost of 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 the medical benefits, the School District will reduce its contribution toward medical premiums so that the total amount paid by Medicare and the School District will not exceed the total charges for covered benefits, except for those employees who are in the basic plan and are not eligible for Medicare. Retirees who qualify for Medicare must inform the School District within thirty (30) days of the date to facilitate the transfer of contributions to the new co-insurer.

Section 5. Post-Retirement Savings Plan for Medical Care:

The School District shall annually make a contribution to a post-retirement medical care savings plan for employees who are not eligible for any School District paid post-retirement health care benefits.

Effective July 1, 2012, employees eligible under this Section 5, shall receive a School District contribution of \$600.00 per year to their post retirement savings plan for medical care. School District contributions will be pro-rated for less than full-time employees.

Benefits provided under this section apply only to employees who are permanently employed.

ARTICLE XV

DURATION

Section 1. Term and Reopening Negotiations:

This Agreement shall remain in full force and effect for a period commencing on the date of July 1, 2023 through June 30, 2025 and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, it shall give written notice of such intent no later than May 1, 2025.

Section 2. Effect:

This Agreement constitutes the full and complete Agreement between the School Board and the exclusive representative representing the 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 XVI

GRIEVANCE PROCEDURE

Section 1. Grievance Definition:

A "grievance" shall mean an allegation by an employee 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 step 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: informal discussions with immediate supervisor.

Subd. 1. Time Limitation and Waiver:

Grievances shall not be valid for consideration unless the grievance is submitted in writing to the Director of Director of Human Resources, setting forth the facts and the specific provisions of the Agreement allegedly violated and the particular relief sought within fifteen 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 School Board's designee.

Subd. 2. Level I:

If the grievance is not resolved through informal discussions, the immediate supervisor or designee shall give a written decision on the grievance to the parties involved within ten 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 building administrator, provided such appeal is made in writing within five 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 days after receipt of the appeal. Within ten 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 within five days after receipt of the decision in Level II. If a grievance is properly appealed to the Director of Human Resources, he/she or 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 days after receipt of the decision at Level III. The Superintendent or designee shall set a time to meet regarding the grievance within ten days after receipt of the appeal. Within ten 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 designee to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may carry the grievance 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 Union. The request must be filed in the Office of the Superintendent within ten 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 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 days after the request for arbitration. The request shall ask that 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 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 4 of this grievance procedure.

- (b) The School Board may make a similar submission of information relating to the grievance either before or at 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 denovo.

Subd. 6. Decision:

The decision by the arbitrator shall be rendered within thirty days after the close of the hearing. Decisions by the arbitrator in cases properly brought before him/her 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 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 brought 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

Name _____ Building _____

Date Grievance Occurred _____

Statement of Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought:

Dated:

Signature of Grievant

Signature of Union Representative

Copies to: Superintendent
Director of Human Resources
Principal
Exclusive Representative

CLERICAL CLASSIFICATION

CLASSIFICATION POSITION

LEVEL I	Building Assistant- Building Assistant Lunchroom Assistant Playground Assistant Production Clerk I
LEVEL II	Production Clerk II (High School) Attendance Clerk Media Clerk
LEVEL III	Meals on Wheels Specialist Administrative Assistant/Registrar/Records – HS Administrative Assistant – Associate Principal/Scheduler Administrative Assistant – Manager, Supervisor or Coordinator Administrative Assistant – Special Services Administrative Assistant – Senior Center Administrative Assistant – Associate Principal Administrative Assistant – College and Career Center Administrative Assistant - Registrar/Records-MS
LEVEL IV	Billing Clerk – Early Childhood Administrative Assistant – Out of School Time Programs Administrative Assistant – Technology and Innovation Health Assistant
LEVEL V	Administrative Assistant – Operations Accounts Payable Clerk Administrative Assistant – Community Ed and Recreation Production Clerk III (District) Administrative Assistant – Activities
LEVEL VI	Administrative Assistant- Director of Student Support Services Secondary Bookkeeper
LEVEL VII	Administrative Assistant – Early Childhood Administrative Assistant – Principal Tier I Field Technician Student Information System Registrar
LEVEL VIII	Administrative Assistant – Assistant Superintendent for Teaching and Learning Tier I Field Technician (Certified) Health Assistant LPN
LEVEL IX	Health Assistant RN Payroll Clerk

We will act upon increases on classification upon a review process and we will move on the decrease on classification upon position being vacated by retirement, resignation, transfer, etc.

**2023-2025
Independent School District 624
Clerical Salary Schedule**

<u>Level I</u>	1	2	3
2023-24	20.02	20.62	21.80
2024-25		21.27	22.45
 <u>Level II</u>	 1	 2	 3
2023-24	20.62	21.21	22.40
2024-25		21.86	23.05
 <u>Level III</u>	 1	 2	 3
2023-24	21.21	21.80	22.98
2024-25		22.45	23.63
 <u>Level IV</u>	 1	 2	 3
2023-24	21.80	22.40	23.57
2024-25		23.05	24.22
 <u>Level V</u>	 1	 2	 3
2023-24	22.40	22.98	24.18
2024-25		23.63	24.83
 <u>Level VI</u>	 1	 2	 3
2023-24	22.61	23.21	24.38
2024-25		23.86	25.03
 <u>Level VII</u>	 1	 2	 3
2023-24	25.45	26.02	26.60
2024-25		26.67	27.25

Level VIII

	1	2	3
2023-24	26.18	26.73	27.30
2024-25		27.38	27.95

Level IX

2023-24	30.35	30.86	31.38
2024-25		31.51	32.03

For 2023-2025 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	\$1.16 per hour
15 years	\$1.56 per hour
20 years	\$1.81 per hour

AGREEMENT

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

FOR:

School Service Employees'
SEIU Local #284

FOR:

White Bear Lake
Independent School District No. 624
4855 Bloom Avenue
White Bear Lake, MN 55110

President SEIU Local #284

School Board Chairperson

Union Steward

School Board Clerk

Union Steward

Chief Negotiator

Bargaining Team

Bargaining Team

Bargaining Team

Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is entered into by and between Independent School District No. 624, White Bear Lake Area Schools (“District”) and the School Service Employees SEIU Local 284 for Clerical (“Union”) representing the Clerical employees of the District. The District and the Union are referred to collectively herein as the “Parties.”

WHEREAS, the parties agree to the following:

During the 2023-2025 school years, employees in the S.E.I.U. Local 284 Clerical bargaining unit who also work for the District in another S.E.I.U. bargaining unit may combine their hours to be eligible for health insurance benefits from the District; however, the District’s contribution toward such an employee’s health insurance premiums will be based on the Clerical collective bargaining agreement.

IN WITNESS WHEREOF, the parties hereto have executed the Memorandum of Understanding on the dates indicated by their respective signatures.

By signing below, each party specifically acknowledges that it has read this MOU and that it understands and agrees it is legally bound by all terms of the MOU.

President SEIU Local #284

School Board Chairperson

Union Steward

School Board Clerk

Union Steward

Chief Negotiator

MEMORANDUM OF UNDERSTANDING

**BETWEEN
WHITE BEAR LAKE AREA PUBLIC SCHOOLS
AND
SEIU, LOCAL 284**

This Memorandum of Understanding is entered into between White Bear Lake Public Schools, Independent School District No. 624 (the District) and SEIU, Local 284 representing clerical employees, (the Union) related statutory language.

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

WHEREAS, during the course of negotiations for the 2023-2025 labor agreement the union wished incorporate changes in Minnesota Statutes into the contract and the district agreed to follow all statutory language but did not want reference to the statutory language in the contract;

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

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

Payroll Deduction

Effective date: 8.1.23

[2023 Session Laws Chapter 53, Article 11, Section 13](#) (Minn. Stat. § 179A.06, subd. 6).

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

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

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

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

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

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

Union Access

Effective date: 8.1.23

[2023 Session Laws Chapter 53, Article 11, Section 17](#) (Minn. Stat. § 179A.07, subd. 9).

Access. (a) A public employer must allow an exclusive representative to meet in person with newly hired employees, without charge to the pay or leave time of the employees, for 30 minutes, within 30 calendar days from the date of hire, during new employee orientations or, if the employer does not conduct new employee orientations, at individual or group meetings. An exclusive representative shall receive no less than ten days' notice in advance of an orientation, except that a shorter notice may be provided where there is an urgent need critical to the operations of the public employer that was not reasonably foreseeable. Notice of and attendance at new employee orientations and other meetings under this paragraph must be limited to the public employer, the employees, the exclusive representative, and any vendor contracted to provide a service for purposes of the meeting. Meetings may be held virtually or for longer than 30 minutes only by mutual agreement of the public employer and exclusive representative.

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

(c) A public employer must allow an exclusive representative to meet with bargaining unit members in facilities owned or leased by the public employer regarding collective bargaining, the administration of collective bargaining agreements, grievances and other workplace-related complaints and issues, and internal matters involving the governance or business of the exclusive representative, provided the use does not interfere with governmental operations and the exclusive representative complies with worksite security protocols established by the public employer. Meetings conducted in government buildings pursuant to this paragraph must not be for the purpose of supporting or opposing any candidate for partisan political office or for the purpose of distributing literature or information regarding partisan elections. An exclusive representative conducting a meeting in a government building or other government facility pursuant to this subdivision may be charged for maintenance, security, and other costs related to the use of the government building or facility that would not otherwise be incurred by the government entity.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the dates shown below.

By signing below, each party specifically acknowledges that it has read this Agreement and that it understands and voluntarily agrees to be legally bound by all terms of the Agreement.

SEIU Local 284:

Dated: _____

By: _____

INDEPENDENT SCHOOL DISTRICT 624:

Dated: _____

By: _____