

**Working Agreement
between**

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

and

**School Service Employees
SEIU Local 284**

Paraeducators

Effective July 1, 2023 through June 30, 2025

**WHITE BEAR LAKE PARAEDUCATOR
WORKING AGREEMENT
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ARTICLE I

PURPOSE

Section 1. Parties: THIS AGREEMENT is entered into between the District of Independent District No. 624, White Bear Lake, Minnesota (hereinafter referred to as the 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 Paraeducators during the duration of this Agreement.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A., the School Board recognizes the School Service Employees' Local 284 as the exclusive representative for Paraeducators employed by Independent 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 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 therefore, including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees.

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the appropriate unit shall include all Paraeducators consisting of pupil support assistants, management assistants, student supervisors, COTA's, POTA's, signers (sign language assistants), early childhood caregiver assistants and instructional assistants employed by Independent District No. 624, White Bear Lake, Minnesota, who are public employees within the meaning of Minnesota Statute 179A.04, subd. 14, excluding supervisory and confidential employees

Section 3. Definition: Any reference to the School Board or 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 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 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 District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the 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 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 addresses, unless prohibited by law. 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 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 District investigation or discipline.

Subd. 6. For purposes of Bargaining Team training, the 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 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.

Section 3. Step Increase Status:

Subd. 1. During the term of this Agreement, employees shall advance one (1) step per year pursuant to Article VI, Section 4, 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. 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, secured 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. New employees will start at the beginning rate of pay.

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 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 thirty (30) hours or more per week, for thirty (30) or more days, those days will be considered in determining whether or not an employee will advance a step pursuant to Section 4., Subd. 2. above, i.e., for an employee hired February 1 but having worked sixty (60) days on a time sheet, the employment date would be considered December 1, and the employee would then be eligible to advance a step the following July 1.

ARTICLE VII 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 and at least one-hundred fifty-five (155) contracted days during the school year.

Section 2. Regular Part-time Employees: A regular part-time employee is any employee who works twenty (20) hours per week or more and less than thirty (30) hours per week.

Section 3. Part-time Employees:

Subd. 1. A part-time employee is any employee who works from twelve and one-half (12.5) to less than twenty (20) hours per week.

Subd. 2. A casual employee is any employee whose work schedule is determined by need.

ARTICLE VIII HOLIDAYS AND SICK LEAVE

All employees shall earn holidays and sick leave in proportion to their work days as follows and Paraeducators who work Extended Day or in another bargaining unit in White Bear Lake shall receive credit for hours worked towards their holiday and sick leave accumulations in the Paraeducator contract:

:

Must Work At Least	Holidays	Sick First Five Years	Sick After Five Years
100 days	2	5	5
155 days	8	10	10
170 days	10	12	12
245 days	12	12	15

All employees after ten (10) years of employment, shall be eligible for one (1) "longevity holiday" per year. This holiday can only be taken upon receiving prior approval from the supervising administrator.

ARTICLE IX 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 from attending and performing duties on that day or days. If an employee suffers a student-related injury on the job and must leave work to see a physician or other health care provider, the time that the employee misses for the remainder of that day and up to three (3) days following, if the health care provider deems the absence necessary, shall not be deducted from pay nor accrued sick leave.

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. All medical certificates required shall be at District expense.

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 District's automated leave system.

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

Subd. 8. Employees contracted for one-hundred fifty-five (155) or more working days in a school year will be compensated for perfect or near perfect annual 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 building principal/administrator and the employee.
- b. One (1) hour to six, seven, or eight (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. Over eight (8) hours absent or daily hours worked, for any reason other than paid vacation 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.

Section 2. Emergency & Essential Leave:

Subd. 1. All employees may be granted leave at the discretion of the Superintendent or the Superintendent's designee, the days used to be deducted from sick leave, 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 provisions.

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, parent-in-law, step-children, step-parent, step-sibling, grandparents and grandchildren, or related member of the household) may be extended to five (5) days with no salary deduction for each incidence. Additional leave may be granted under these provisions for special circumstances at the discretion of the Superintendent or the Superintendent's designee. These days of leave will be deducted from cumulative days credited to the employee's individual leave account.

Subd. 4. Requests for leave under this provision must be made in writing to the Director of Human Resources at least three (3) 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 paraeducator 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. Personal Leave: Each employee shall be credited with three (3) days per year for personal reasons with prior approval from the Director of Human Resources. Such a day will be deducted from the employee's accrued sick leave. This leave may accumulate from year to year up to a maximum of five (5) days and does not count against the perfect attendance incentive.

Section 4. Jury Duty: All employees shall be permitted leave if called for jury duty and shall continue to be paid by the District. The salary received from jury duty must be turned over to the District. Mileage, if any, may be kept by the employee.

Section 5. 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 District insurance programs by paying the full premium.

Subd. 3. At the expiration of the medical 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 6. Child Care Leave:

Subd. 1. A child care leave may be granted by the 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 (3) 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 illness or 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 illness or disability relating to pregnancy.

Subd. 4. The 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. 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 of the leave.

Subd. 8. The parties agree that the applicable periods of probation are intended to be periods of actual service enabling the 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 District pursuant to this Section.

Subd. 11. Leave under this Section shall be without pay or fringe benefits paid by the 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 the District of the employee's plans for the next fiscal year.

Section 7. Discretionary Leave: After one (1) year of 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. Leave requests may be denied based upon the operational needs of the District. Such leave shall not be deducted from the employee's accumulated sick 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 District will respond within five (5) working days of the date the request was received in the Department of Human Resources. The 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. Long Term Leave: An employee who has completed at least one (1) year of service with the 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 XII, Sec. 13.

Section 9. 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 X

HOURS OF SERVICE

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

Section 2. Work Breaks: Two fifteen (15) minute work breaks are for employees who work seven or eight (7 or 8) hours per day. For employees working four to seven (4 to 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. Emergency situations may require the delay of work breaks.

Section 3. Lunch Period: The normal lunch period will be thirty (30) minutes, duty free.

Section 4. 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. Overtime: The District will pay employees for overtime worked during each payroll period. Overtime should be reported on the District's time tracking system.

Subd. 1. All time in excess of forty (40) hours a week 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.

Subd. 3. Approval must be obtained from the Director of Human Resources before overtime hours are worked. An attempt should be made to provide hourly help or to work out some other solution so that overtime will not be necessary. Subd. 4.

Compensatory time off for overtime at time-and-one-half may be given if the time off and the overtime occur in the same fiscal year and are approved in advance by the supervising administrator.

Subd. 5. Any unused compensatory time will be paid out, at the close of each fiscal year, resetting the balance to zero hours.

ARTICLE XI

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 VII, Section 1, 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 of 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 \$4200. 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 \$646.14 monthly towards the cost of the basic single premium for the high-deductible plan. January 1, 2024, the District shall contribute \$703.68 monthly towards the cost of the basic single premium for the high-deductible (HSA) plan. As of January 1, 2025, the District will 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. 4. Dual Health Insurance Coverage: Any 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 their health insurance premium fully paid by the District. This fully-paid coverage is limited to two (2) single policies or one (1) family policy per employee/spouse.

Section 4. Long-Term Disability Insurance: The District will pay the premium for long-term disability insurance for full-time personnel as defined in Article VII, Section 1. 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 (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 the employee reaches the age of Medicare eligibility.

Section 5. Life Insurance/Additional Life Insurance:

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

Subd. 2. Additional Life Insurance: Each 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 District shall pay the full cost of the premium for single dental insurance for each full-time employee, as defined in Article VII, Section 1., who qualifies for and is enrolled in the District's single dental insurance 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 districts dental insurance plan after retirement at their own expense.

Section 7. 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 8. Duration of Insurance Contribution:

Subd. 1. A qualified employee is eligible for District contributions as provided in this Article as long as the employee is employed by Independent District No. 624. Upon termination of employment, all 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 District will pay the difference between the compensation received pursuant to the Workers' Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave.

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

Subd. 3. Such payment shall be paid by the 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 XII MISCELLANEOUS

Section 1. Pay Periods: Employees shall be paid as per published pay dates and there shall

be at least 24 pay periods per year.

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 the settlement, it shall be paid in one (1) 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) 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 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. Seniority Date Tie: 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 as all employees have been placed on the seniority list.

Section 4. 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.

Section 5. 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 6. 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.

Section 7. 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 supervisor). The Director of Human Resources then presents the resignation to the School Board at their next regular meeting for acceptance.

Section 8. Job Postings: A written notice, including the job description, shall be e-mailed to all Paraeducator employees all position openings. Generic postings of possible future openings may be utilized by the District to create an applicant pool, however, specific position openings of three (3) hours or more will be posted "inside" via e-mail for a period of at least five (5) working days. Employees who have completed their probationary period will be given an opportunity to be considered for such positions; and no position shall be filled for at least five (5) working days after posting. Contracted Paraeducator employees who make application will be given due consideration based on ability, experience, job performance, and seniority prior to the District filling the position with a candidate outside of the bargaining unit.

Section 9. Summer Pupil Support Hours: In the event that summer pupil support hours are available, employees of the bargaining unit will be given first consideration and be reimbursed at an hourly wage based on the current school year salary schedule in accordance with the classified band-grade. When available, employees will be notified of additional summer pupil support 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 10. Job Assignment: Job assignment is the responsibility of the immediate supervisor.

Section 11. Absenteeism: An employee who must be absent because of illness or other legitimate reasons must notify the supervisor as early as possible.

Section 12. Absences: Absences or unapproved absences not covered under the provisions of Article IX will result in a salary deduction at the employee's regular daily compensation rate.

Section 13. Substitutes: Employees of the bargaining unit are not responsible for arranging their own substitutes when situations occur that require absence from their work assignment.

Section 14. 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 disability account nor have any effect on any perfect attendance incentive program. In the event of a late start or early dismissal, employees shall receive full pay for that day.

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

Section 15. 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 16. Staff Reduction:

Subd. 1. Reassignment Rights: In the event that the position of an employee working thirty (30) hours or more per week for at least one-hundred fifty-five (155) contracted days in the school year is eliminated or reduced in hours below thirty (30) hours per week, the employee has the right to be reassigned to a position, of thirty (30) or more hours per week, held by a least senior employee with the same Level ranking, if and only if, the employee has the same job description and the employee's skills would match that of the displaced employee.

Similar rights would apply to an employee working less than thirty (30) hours per week but at least one-hundred fifty-five (155) contracted school year days, if a reduction of more than two hours per day were to occur, except that displacement could only be made to a position of less than thirty (30) hours per week.

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 affected directly by staff reduction. (When feasible, an attempt shall be made to combine positions to allow for benefit qualification.)

Prior to the end of the school year and before any reassignment changes take effect, the District and the Union will meet to work together on the process that implements the intent of this language.

Subd. 2. Lay-offs During the School Year: Whenever possible, the District will attempt to avoid a mid-year, mid-contract lay-off or reduction in contract hours. Any employee affected by a mid-year, mid-contract lay-off or reduction shall have entitlement to reassignment rights as provided in Subd. 1. above.

Subd. 3. Recall Rights: Employees who are "laid off" shall be put on a recall list for two calendar years after which time the Seniority List will be adjusted to exclude the name of the employee. An employee who is recalled by the District shall have two (2) working days to respond with his or her decision after receiving verbal communication from the District. Employees who are on layoff shall provide contact information to the District which may include a mobile phone and home phone number.

Section 17. Tax Sheltered Annuities: An employee is eligible to participate in a District matching annuity program as provided in M.S. 356.24 according to the provisions contained in this Section.

Subd. 1. A Paraeducator is eligible to participate in the matching tax-deferred plan after three (3) years of service in the District.

Subd. 2. The maximum annual District contribution shall be based on the number of years of service to the District. District contributions will be prorated for less than full time Paraeducators.

Subd. 3. The maximum annual District contribution for all Paraeducators shall be based on the following schedule:

- | | |
|--|---------|
| a. three (3) years or more, less than five (5) years | \$1,300 |
|--|---------|

- | | | |
|----|--|---------|
| b. | five (5) years or more, less than ten (10) years | \$1,800 |
| c. | ten (10) years or more | \$2,300 |

Subd. 4. The District shall contribute an amount equal to the Paraeducators requested annual contribution up to the maximum amount listed in this Section.

Subd. 5. All amounts that the District contributes to an employee's account under the matching annuity program shall be deducted from any severance payment the employee is due under Article XIII of the Agreement.

Section 18. Pay Days: Pay days are as per published each year.

Section 19. 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 IRS rate.

Section 20. Training: The District shall provide training to all Paraeducators to enhance job performance and to improve existing skills and develop new skills related to the Paraeducator job function. Paraeducators who participates in a required training program will be compensated at her/his regular hourly rate for time spent in the training.

The District will also provide payment of up to three (3) hours for Paraeducators who wish to attend Opening Convocation before the opening of school each year.

Section 21. Seniority Dates for Accreted Instructional Assistants: Per the 1997 BMS ruling accreting the District's instructional assistants (AOM, TITLE, and ESL) into the Paraeducator Bargaining Unit and the subsequent negotiated agreement with SEIU Local 284 representing the Paraeducators, all accreted assistants filling those roles as of May 22, 1997, shall have a seniority date in the Unit of May 22, 1997.

ARTICLE XIII

TERMINATION OF SERVICES

Section 1. Employees who are at least fifty (50) years of age and have completed the prescribed number of continuous years of service with the District as a member of the bargaining unit as defined in Section 6. (fifteen (15) years for Plan A and twenty (20) years for Plan B) 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 and part-time employment shall be credited toward the accumulated years of service. Example: The number of hours worked in a year divided by 1,062 hours will yield a partial year to be added to the total employment.

Section 2. This Article shall apply to employees as defined in Article VII, Section 1., 2., and 3. (subd. 1.) who work more than one-hundred fifty-five (155) contracted days in a school year.

Section 3. Eligible employees upon early retirement, shall receive as severance pay an amount representing fifty (50) day's pay, as provided in Section 6.

Section 4. An employee who resigns under the provisions of this early retirement program shall be eligible to receive as severance pay the amount equal to 50% of unused sick leave not to exceed 100 days, as provided in Section 6.

Section 5. 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.

Section 6. Members of the Bargaining Unit or members of the Clerical Bargaining Unit who are employed by the District as of December 31, 1992, are eligible for severance according to Plan A. Employees hired after December 31, 1992 are eligible for severance in accordance with Plan B. Employees hired after July 1, 2012 shall not be eligible for severance.

1. Plan A. An employee who is at least 50 years of age and has completed at least 15 years of continuous service with the District shall be eligible for severance pay as defined and limited in Sections 3 and 4.
2. Plan B. An employee who is at least fifty (50) years of age and has completed at least twenty (20) years of continuous service with the District shall be eligible for severance pay as defined and limited in Section 3. and 4.

Section 7. Severance pay shall not be granted to any employee who is discharged for just cause by the District.

Section 8. An employee has the option to delay the employee's first payment until after January 1 of the year following the year in which the employee retires and may also spread the total payments over a five (5) year period. An employee making this election is advised to consult a qualified tax advisor regarding the tax implications of her/his election.

Section 9. If an employee dies before all or a portion of the payments have been dispersed, the balance due shall be paid to a named beneficiary or, lacking same, to the deceased's estate.

Section 10. An employee who retires early pursuant to this Article shall be eligible to continue participation in the 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 insurances 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 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 five (5) years past the age of Medicare eligibility.

Subd. 1. Age 55 Option: The District will continue to pay for health coverage (at the same rate as active employees) for five (5) years for employees hired before December 31, 1992 with fifteen (15) years of service and for employees with twenty (20) years of service hired after December 31, 1992, and before July 1, 2016. The District will not make any post-retirement health insurance premium contributions for any employee hired after June 30, 2016.

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 District will reduce its contribution toward medical premiums so that the total charges amount paid by Medicare and the 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 District within thirty (30) days of that date to facilitate the transfer of contributions to the new co-insurer.

Subd. 3. The District will make an annual contribution in the total amount of \$600 to a post-retirement medical care savings plan for full-time employees who are hired after June 30, 2016 and are not eligible for any other District paid post-retirement health care benefits under this contract. The amount of the District's contribution will be prorated for employees who work less than full time.

ARTICLE XIV

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, 2025, 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 District and the exclusive representative representing the Paraeducator employees of the District. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, 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.

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

ARTICLE XV

HEALTH AND SAFETY

Section 1. Transporting Students:

Subd. 1. No Paraeducator will provide transport to any student(s) in the employee's personal vehicle as part of their job duties.

Subd. 2. No Paraeducator will be required to provide transportation for any student(s) in any motor vehicle without student supervision by another employee.

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 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 Human Resources, setting forth the facts and the specific provisions of the Agreement allegedly violated and the particular relief sought within fifteen days (15) 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 (10) 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, if not involved in Level I, provided such appeal is made in writing within five days (5) 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 (10) after receipt of the appeal. Within ten days (10) 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 days (5) 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 Director of 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 days (5) 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 (10) 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 exclusive representative. The request must be filed in the office of the Superintendent within ten days (10) 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 the 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 days (5) after notice of appointment forward to the arbitrator, with a copy to the 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 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 days (30) 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 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.

GRIEVANCE REPORT FORM

Independent 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: Director of Human Resources
Principal
Exclusive Representative

**2023-2025
Independent District 624
Paraeducator Salary Schedule**

LEVEL	POSITION
LEVEL I	Instructional Assistant (EL, TITLE, etc.) Early Childhood Assistant
LEVEL II	Campus Security Student Supervisor Front Desk Student Supervisor Parking Lot Security Supervisor
LEVEL III	Pupil Support and Behavior Management Assistant
LEVEL IV	Certified Occupational Therapist Assistant (COTA) Physical Therapist Assistant (PTA) Nurse Paras (LPN's)

LEVEL I	1	2	3
2023-2024	20.82	20.82	20.82
2024-2025		21.52	21.52
LEVEL II	1	2	3
2023-2024	21.31	22.21	22.99
2024-2025		22.91	23.69
LEVEL III	1	2	3
2023-2024	21.31	22.21	22.99
2024-2025		22.91	23.69
LEVEL IV	1	2	3
2023-2024	21.91	22.80	23.58
2024-2025		23.50	24.28

Paraeducator's who are an RN or LPN shall receive a Differential of \$4.00 per hour.

Effective July 1, 2023, an employee who has completed the indicated number of years of service in the District will receive the corresponding hourly amount above base pay:

10 years	\$1.45 per hour
15 years	\$1.85 per hour
20 years	\$2.10 per hour

(Years of service in the District and bargaining unit shall mean school years in which the employee worked and shall not be limited by any other factor.)

AGREEMENT

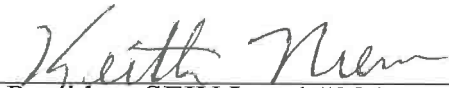
IN WITNESS WHEREOF, the parties have executed the 2023-2025 Master Agreement as follows:

FOR:

School Service Employees'
SEIU Local #284

FOR:

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



President SEIU Local #284



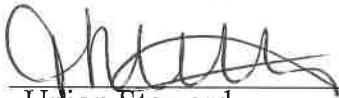
School Board Chairperson



Union Steward



School Board Clerk



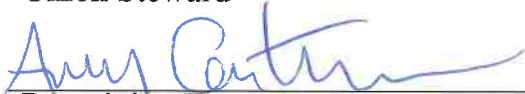
Union Steward



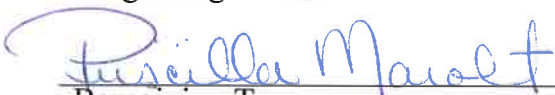
Union Steward



Union Steward



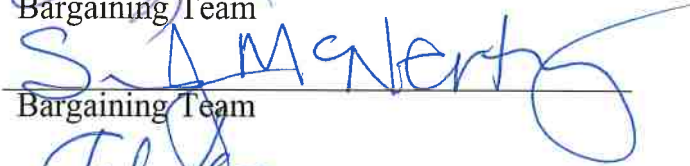
Bargaining Team



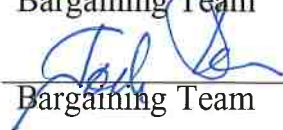
Bargaining Team



Bargaining Team



Bargaining Team



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 Paraeducators ("Union") representing Paraeducator 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 Paraeducators 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.

FOR:

School Service Employees'
SEIU Local #284

FOR:

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



President SEIU Local #284



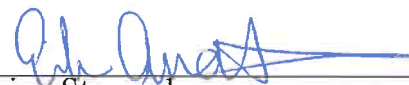
Union Steward



Union Steward



Union Steward



Union Steward



School Board Chairperson



School Board Clerk

**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 Paraeducator 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: _____