

# Administrative Assistant MASTER AGREEMENT

---

INDEPENDENT SCHOOL DISTRICT #882  
AND SCHOOL SERVICE EMPLOYEES SEIU LOCAL 284

**2022-2025**

Monticello Public Schools Administrative Assistant  
Master Contract

**MONTICELLO PUBLIC SCHOOLS  
ADMINISTRATIVE ASSISTANT MASTER CONTRACT**

**TABLE OF CONTENTS**

	<u>Page</u>
<b><u>ARTICLE I: PURPOSE</u></b>	<b>5</b>
Section 1: Parties	5
<b><u>ARTICLE II: RECOGNITION OF EXCLUSIVE REPRESENTATIVE</u></b>	<b>5</b>
Section 1: Recognition	5
Section 2: Sole Bargaining Representative	5
<b><u>ARTICLE III: DEFINITIONS</u></b>	<b>5</b>
Section 1: Terms and Conditions of Employment	5
Section 2: Description of Appropriate Unit	5
Section 3: Other Terms	5
<b><u>ARTICLE IV: SCHOOL BOARD RIGHTS</u></b>	<b>6</b>
Section 1: Inherent Managerial Rights	6
Section 2: Management Responsibility	6
Section 3: Effect of Laws, Rules & Regulations	6
Section 4: Reservation of Managerial Rights	6
<b><u>ARTICLE V: EMPLOYEE RIGHTS</u></b>	<b>6</b>
Section 1: Right to Views	6
Section 2: Right to Join	6
Section 3: Dues Check Off	7
Section 4: Union Access to Information	7
Section 5: Union Business	7

<b>ARTICLE VI: RATES OF PAY</b>	<b>7</b>
Section 1: Rates of Pay	7
Section 2: Mileage Reimbursement	8
<b>ARTICLE VII: GROUP INSURANCES</b>	<b>8</b>
Section 1: Group Hospitalization	8
Section 2: Dental Insurance	9
Section 3: Long Term Disability Insurance	9
Section 4: Life Insurance	10
Section 5: Liability Insurance	10
Section 6: Full time Definition	10
<b>ARTICLE VIII: LEAVES OF ABSENCE</b>	<b>10</b>
Section 1: Sick Leave	10
Section 2: Personal Leave	11
Section 3: Funeral Leave	12
Section 4: Workers Compensation	12
Section 5: Child Care Leave	13
Section 6: Jury Duty Leave	15
<b>ARTICLE IX: HOURS OF SERVICE</b>	<b>15</b>
Section 1: Basic Work Week	15
Section 2: Part-time Employees	15
Section 3: Shifts and Starting Time	15
Section 4: Lunch Period	16
Section 5: School Closing	16

Section 6: Vacations	16
Section 7: Holidays	17
Section 8: Job Posting	17
Section 9: Safety	17
Section 10: Time-off Provision	18
Section 11: Definition of the Work Week	18
<b><u>ARTICLE X: GRIEVANCE PROCEDURE</u></b>	<b><u>18</u></b>
Section 1: Grievance Definition	18
Section 2: Representative	18
Section 3: Definitions and Interpretation	18
Section 4: Time Limitation and Waiver	19
Section 5: Adjustments of Grievance	19
Section 6: School Board Review	19
Section 7: Denial of Grievance	20
Section 8: Arbitration Procedures	20
<b><u>ARTICLE XI: PUBLIC OBLIGATION</u></b>	<b><u>21</u></b>
<b><u>ARTICLE XII: PROBATION AND DISMISSAL AND LAYOFFS</u></b>	<b><u>22</u></b>
<b><u>ARTICLE XIII: RETIREMENT AND RESIGNATION</u></b>	<b><u>22</u></b>
<b><u>ARTICLE XIV: DEFERRED MATCHING CONTRIBUTION PLAN</u></b>	<b><u>23</u></b>
Section 1: Eligibility	23
Section 2: Administrative Assistant Match	23
Section 3: Approved Plans	24
Section 4: Intent to Participate/Enrollment Period	24



Section 5: Discontinuance of Services	24
Section 6: Portfolio Management	24
Section 7: Hold Harmless Provisions	24
<b>ARTICLE XV: SEVERANCE PAY</b>	<b>24</b>
<b>ARTICLE XVI: DURATION</b>	<b>25</b>
Section 1: Term and Reopening Negotiations	25
Section 2: Effect	25
Section 3: Finality	25
Section 4: Severability	25
<b>APPENDIX A: SALARY SCHEDULE</b>	<b>26</b>
<b>APPENDIX B: SALARY SCHEDULE</b>	<b>26</b>
<b>APPENDIX C: SALARY SCHEDULE</b>	<b>26</b>
<b>APPENDIX D: LONGEVITY PAY</b>	<b>26</b>
<b>SIGNATURE PAGE</b>	<b>27</b>

## **ARTICLE I PURPOSE**

Section 1. Parties: This Agreement, entered into between the School Board of Independent School District No. 882, Monticello, Minnesota, hereinafter referred to as the School Board, and the School Service Employees Local 284, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 and amended in 1973, hereinafter referred to as the P.E.L.R.A. of 1971, to provide the terms and conditions of employment for administrative assistant staff members during the duration of the Agreement.

## **ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition: In accordance with the P.E.L.R.A. of 1971, the School Board recognizes School Service Employees Local 284 as the exclusive representative for administrative assistant staff members employed by the School Board of Independent School District No. 882, which exclusive representative, shall have those rights and duties as prescribed by the P.E.L.R.A. of 1971 and as described in the provisions of this Agreement.

Section 2. Recognizing that the Union is required by the provisions of the State of Minnesota Labor Relations Act to be the sole bargaining representative of all the employees within the coverage of this Agreement, without regard to membership in the Union, the School Board hereby agrees that it will not recognize or negotiate with any other person, association, group, committee or entity other than the Union with respect to such matters and will deal solely through the agency of and with the Union.

## **ARTICLE III DEFINITIONS**

Section 1. Terms and Conditions of Employment: Shall mean the hours of employment, the compensation therefore including fringe benefits, and the employer's personnel policies affecting the working conditions of the employees.

Section 2. Description of Appropriate Unit: For purposes of the Agreement, the terms Monticello Public Schools' Administrative Assistants shall mean all persons in the appropriate unit employed by the School Board excluding the following: Confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed fourteen (14) hours per week, employees who hold positions of a temporary or seasonal character for a period of not in excess of sixty-seven (67) full working days in any calendar year and emergency employees.

Section 3. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A. of 1971.

## **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.

Section 2. *Management Responsibility*: 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 exclusive representative recognizes 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 the School Board rules, regulations, directives and orders, issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board 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 under this Agreement, and all provisions of this Agreement are subject to the laws of the State. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 4. *Reservation of Managerial Rights*: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

## **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 their 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 designated 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*: Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the School Board.



Section 3. Dues Check Off: With the authorization of the employee, each employee shall have the right to request and be allowed dues check off for the Union. The employee request shall be in the form of a written authorization, online sign-up, or audio-recorded phone authorization submitted to the Union. The Union shall provide the District with the appropriate form of authorization (examples of appropriate form are: paper, electronic file, audio file) for dues/premier member dues deduction.

The School District agrees to honor and implement all terms of dues-checkoff authorizations submitted by the Union and agreed to by the employee. The School District shall adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, procedure for revocation, amount of dues deducted (including premier member), and all other provisions agreed to by the employee as stated in the authorization, irrespective of the employee's membership in the Union. Such dues shall be remitted to the Union monthly.

Section 4. Union Access to Information: It is in the interest of the employer and the Union that all newly hired employees are informed of their rights, obligations and benefits of their employment with the District. Accordingly, the District shall inform the Union representative and steward(s) of all new hires within ten (10) working days of hire.

Section 5. Union Business: The School District shall not deduct the pay of elected officers or appointed representatives involved in/or conducting Union business. The School District shall afford reasonable time off to elected officers or appointed representatives of the exclusive representative and shall, upon request, provide for leaves of absence to elected or appointed officials of the exclusive representative.

The School District shall grant with pay ten (10) days, of which four (4) of these days may only be used for negotiations or issues related to the contract, to be used during the 2022-2025 contract for business covered under this provision.

## **ARTICLE VI RATES OF PAY**

### Section 1. Rates of Pay:

Subd. 1. The wages and salaries reflected in Appendix A, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2022 and continuing through June 30, 2023.

Subd. 2. The wages and salaries reflected in Appendix B, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2023 and continuing through June 30, 2024.

Subd. 3. The wages and salaries reflected in Appendix C, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2024 and continuing through June 30, 2025.

Subd. 4. The School Board reserves the right to withhold a salary increase in individual cases when it can be shown that demonstrable deficiency in the performance of an individual employee necessitates such action.

Subd. 5. Salary increases shall be effective on July 1<sup>st</sup> of each contract year. Those employed prior to January 15<sup>th</sup> will qualify for the full second step. Those employed January 15<sup>th</sup> or later will qualify for a pro-rated raise.

Subd. 6. Longevity Pay: See Appendix D.

Subd. 7. Beginning in the 2019-2020 school year all Administrative Assistants will be paid for hours worked based on hours recorded in the electronic time clock each pay period. Employees will be paid two (2) times each month on the 15<sup>th</sup> and the 30<sup>th</sup>. There will be a two-week delay between hours worked and the payroll period hours are paid.

Section 2. Mileage Reimbursement: The standard IRS reimbursement rate shall be paid for the use of personal cars for business of the District.

## **ARTICLE VII GROUP INSURANCES**

### Section 1. Group Hospitalization:

Subd. 1. Selection: The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Subd. 2a. Health and Hospitalization Insurance: The School Board shall contribute the sum for family and/or single hospitalization coverage equal to the certified personnel of District #882 for each full time administrative assistant employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Subd. 2b. Health Savings: The District contribution will be as follows:

- Single Policy \$1,015 per year
- Family Policy \$2,000 per year

Subd. 3. Claims against the School District: It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Subd. 4. Duration of Insurance Contribution: An employee is eligible for School



District contribution as provided in this Article as long as the employee is employed by the School District. Upon termination of employment, all District contributions shall cease.

Subd. 5. Employed spouses: When both spouses are employed full-time by the School District, one (1) family coverage or two (2) single policies will be paid in full by the School District. The selection of family or two (2) single policies will be at the discretion of the employee.

## Section 2. Dental Insurance:

Subd. 1. Selection: The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Subd. 2. Dental Insurance: The School Board shall contribute a sum of up to \$90.00 per month toward the premium for coverage for each administrative assistant employed by the School District who qualifies for and is enrolled in the School District dental insurance plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Subd. 3. Claims against the School District: It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Subd. 4. Duration of Insurance Contribution: An employee is eligible for School District contribution as provided in this Article as long as the employee is employed by the School District. Upon termination of employment, all District contributions shall cease.

## Section 3. Long Term Disability Insurance:

Subd. 1. Selection: The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Subd. 2. Long Term Disability Insurance: The School Board shall contribute a sum of up to \$140.00 toward the premium for coverage for each administrative assistant employed by the School District who qualifies for and is enrolled in the LTD Insurance Plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Subd. 3. Claims Against The School District: It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.



Subd. 4. Duration of Insurance Contribution: An employee is eligible for School District contribution as provided in this Article as long as the employee is employed by the School District. Upon termination of employment, all District contributions shall cease.

Section 4. *Life Insurance:*

Subd. 1. Selection: The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Subd. 2. Life Insurance: The School Board shall provide without cost to each employee a \$50,000 term life insurance policy. This policy will be available for each administrative assistant employed by the School Board who qualifies for and is enrolled in the School District life insurance plan.

Subd. 3. Claims Against the School District: It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Subd. 4. Duration of Insurance Contribution: An employee is eligible for School District contribution as provided in this Article as long as the employee is employed by the School District. Upon termination of employment, all District contributions shall cease.

Section 5. *Liability Insurance:*

Subd. 1. The School Board will pay the total cost of School District liability insurance for employees covered under this Agreement.

Section 6. *Full Time Definition:* For the purpose of this Article, full-time means thirty (30) hours per week.

**ARTICLE VIII  
LEAVES OF ABSENCE**

Section 1. *Sick Leave:*

Subd. 1. All Administrative Assistants shall earn sick leave at the rate of fifteen (15) days annually at the start of each fiscal year, but only a maximum of 120 sick leave days will carry over as of June 30<sup>th</sup> of each year.

Subd. 2. Unused sick leave days may accumulate to a maximum credit of 120 days of sick leave per employee.

Subd. 3. 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 attendance and performance of duties on that day or days.

Subd. 4. 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. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School Board.

Subd. 5. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 6. Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Subd. 7. In the event of illness in the immediate family, Administrative Assistants may use up to sixty-five (65) days, per occurrence of accumulated sick leave. Immediate family shall include the following: husband, wife, children and any relative of whom the employee is the legal custodial guardian. In the event of a critical illness of the extended family, the employee may use up to ten (10) days, per occurrence of accumulated sick leave. Extended family members include the following: sisters, brothers, parents, father-in-law, mother-in-law, grandchildren, grandparents, brother-in-law, sister-in-law, son-in-law and daughter-in-law. Additional days may be granted at the discretion of the Superintendent.

Subd. 8. Sick leave balances shall be reported on employees pay stubs.

Subd. 9. Employees hired after July 1, 2001 for less than a twelve (12)-month contract per year shall have their earned sick time prorated each year and shall only be allowed to accumulate up to ninety-six (96) sick days.

## Section 2. Personal Leave:

Subd. 1. An employee may be granted two (2) days personal business of an urgent nature, at the discretion of their immediate supervisor, providing no other time is available. An additional personal leave day shall be granted to all employees, at the beginning of the fiscal year of their 20<sup>th</sup> year of service to the School District. Administrative Assistants may roll over up to two (2) personal days per year to a maximum of four (4) days for those Administrative Assistants not having reached their 20<sup>th</sup> year of service and to a maximum of five (5) days for those Administrative Assistants having reached their 20<sup>th</sup> year of service.

Subd. 2. The request must be made to the Building Principal and receive approval prior to the day the leave is taken, if possible, but no reason has to be



stated said leave.

Subd. 3. Personal leave allowed shall not be deducted from the accumulated sick leave days earned by the employee.

Subd. 4 Beginning in the 2022-2023 school year, each year that administrative assistant carries over sixty-one (61) or more sick days into the following school year, the employee will receive one (1) additional personal day.

Section 3. *Funeral Leave:* In the event of a funeral or death, two (2) funeral days may be utilized per occurrence. If additional days are needed for the death of an immediate family member, they may use up to and including three (3) days of sick leave. Immediate family shall include the following: husband, wife, children and any relative of whom the employee is the legal custodial guardian, sisters, brothers, parents, sister-in-law, brother-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, daughter-in-law, son-in-law, grandchildren and grandparents. Additional days may be granted at the discretion of the Superintendent.

Section 4. *Worker's Compensation:*

Subd. 1. Upon the request of an employee who is absent from work as a result of a compensable injury incurred in the service of the School District, under the provisions of the Worker's Compensation Act, the School District will pay the difference between the compensation received pursuant to the Worker's 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 accumulated vacation or sick leave accrual time according to the pro rata portions of days of sick leave or vacation time which is used to supplement workmen's compensation.

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

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

Subd. 5. An employee who is absent from work as a result of an injury compensable under the Worker's Compensation Act who elects to receive sick leave or vacation pay pursuant to this policy shall submit the Worker's Compensation check, endorsed to the School District, prior to receiving payment from the School District for their absence.

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, to one (1) employee-parent of a natural or adopted infant child, provided such employee-parent is caring for the child on a full-time basis.

Subd. 2. An employee making an application for child care leave shall notify the Superintendent in writing of the request to take the leave at least three (3) calendar months before commencement of the intended leave. The employee shall include in the application for child care leave, the commencement date and return date of the requested leave. At this time, the employee shall also provide a physician's statement indicating the estimated date of delivery of the child.

Subd. 3. In making a determination concerning the commencement and duration of a childcare leave, the School Board shall not, in any event, be required to:

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

Subd. 4. If the employee complies with all provisions of this section and a child care leave is granted by the School Board, the School Board shall notify the employee in writing of its action.

Subd. 5. An employee returning from childcare leave shall be re-employed in the same position or one for which they are qualified, the first case the primary consideration provided:

- a. That the position has not been abolished;
- b. That they are not physically or mentally disabled from performing the duties of such position, or;
- c. That they return on the date designated on the request for leave approved by the School Board.

Subd. 6. Failure of the employee to return pursuant to the date determined in this section shall constitute grounds for termination of employment unless the School District and the employee mutually agree in writing to an extension in the leave.

Subd. 7. An employee who returns from child care leave within the provisions of this section shall retain all previous experience credit and unused 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 while on child care leave.



Subd. 8. 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 will terminate if the employee does not return to the District pursuant to this section.

Subd. 9. The parties further agree that a child care leave of absence shall be granted within one (1) of the following sections or as outlined in subdivisions 10 and 11:

- a. Child Birth Leave: Child birth leave with pay utilizing sick leave for a part or all of a female employee's leave, but only for the period of time that a doctor certifies that the employee is incapacitated, or to the extent of the total sick days accumulated, whichever occurs first.
- b. Child Care Leave: Child care leave without pay as per this agreement. No leave shall be for more than twelve (12) months in duration.
- c. Combination Child Birth and Child Care Leave: A combination of child birth leave with pay, but only for the period of time that a doctor certifies that the female employee is incapacitated, or to the extent of the total accumulated sick leave, whichever occurs first and child care leave without pay for the balance of the leave as per this agreement. No leave shall be more than twelve (12) months in duration.

Subd. 10. Paid Child Care Leave for Adoption: Adoption leave benefits shall apply to both married and unmarried employees regardless of gender. In addition to the requirements in subdivision 2, the employee must submit written verification from a valid adoption agency regarding the date of home placement and official documentation of pre-adoptive meetings from the appropriate agency or organization.

A combined maximum of six (6) calendar weeks of accumulated sick leave may be utilized by an employee for the adoption of the child(ren), provided the leave is used preceding and or immediately following the placement of the child(ren). The staff member may only use two (2) weeks of their accumulated sick leave prior to the placement of the child(ren). If both parents are employed by the School District, they may use a combined total of up to six (6) calendar weeks leave.

Subd. 11. Paid Child Care Leave for Paternity Leave: An employee may use up to ten (10) consecutive working days paternity leave (paid sick hours) for the birth of a child if the sick leave is available.

## Section 6. Jury Duty:

Subd. 1. All employees shall be granted pay by the School District equaling the difference between their regular pay and jury duty pay if required to serve on jury duty.

## **ARTICLE IX HOURS OF SERVICE**

Section 1. Basic Work Week: A regular work week shall consist of forty (40) hours, Monday through Sunday, inclusive of lunch, for full-time employees, unless otherwise requested by the employee and concurred with by the immediate supervisor. Hours worked in addition to forty (40) hours per week shall be paid at the rate of one and one half (1 ½) times the individual's hourly rate of pay. Whenever possible, prior approval for working overtime should be obtained from the immediate supervisor.

Employees will have the option to select compensatory time in lieu of overtime for all hours worked over 40 in any given week. Compensatory time is earned at a 1 to 1 hour ratio for time taken in the same week. All additional compensatory time will accrue at a 1.5 hour rate and must be used within a three week window. Compensatory time will default to paid overtime on the following payroll if it is not used within the allowed window. Use of compensatory time requires supervisory approval.

In the event that an administrative assistant is absent from work and the opening is not filled during a student contact day, with the approval of the administrator or supervisor, one or two hours of overtime can be accrued by the employee that remains working, and is covering two administrative assistant spots.

An exception to the basic work week occurs during Parent Teacher Conferences. Compensatory time for work that occurs during school conferences will be designated in the Administrative Assistants' calendar. Comp days for conferences will be the Wednesday before Thanksgiving for fall conferences and the superintendent, or designee, will work with the union steward to assign a designated date for spring conferences. Should students be required to attend school on either of the designated comp days for conferences the superintendent, or designee, will work with the union steward to assign an alternate non-student contact comp day.

Section 2. Part-Time Employees: The School Board reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis.

Section 3. Shifts and Starting Time: All employees will be assigned starting time and shifts as determined by their immediate supervisor.

Section 4. Lunch Period: Administrative Assistants shall be provided a thirty (30) minute paid lunch period during which time employees are available for emergency needs.



Section 5. School Closings: In the event that school is closed early due to a weather event or other unforeseen emergency, the employees would receive that day's pay. Administrative Assistants will be expected to work until dismissed by the Superintendent or designee. Administrative Assistants are expected to report to work when school is cancelled, unless it is unsafe to do so. Administrative Assistants will be paid for all hours worked at their regular rate. In the event that it is unsafe to report to work, Administrative Assistants will be paid for the first three cancelled days that are called by the superintendent. Any cancelled days after the first three, Administrative Assistants can use accrued compensatory time, personal time or vacation time in lieu of working.

Section 6. Vacations:

Subd. 1. Effective July 1, 2016 each employee will be granted a vacation period on July 1<sup>st</sup> on the following basis:

- a. Administrative Assistants who have completed one (1) to six (6) years of employment shall receive two (2) weeks of vacation. For the first year of employment, the District will advance three (3) vacation days on the first day of employment. The vacation days used will be subtracted from the vacation days awarded on July 1.
- b. After six (6) years of consecutive employment – Additional week totaling three (3) weeks.
- c. After twelve (12) years of consecutive employment – Additional week totaling four (4) weeks.
- d. First year employees who do not complete at least 10 months of service shall receive a prorated amount based on two (2) weeks of vacation for the full year on July 1<sup>st</sup>.
- e. An employee must be hired by August 31<sup>st</sup> of the contract year to be eligible to receive the additional step of vacation.

Scheduling of vacations will be the responsibility of the building principal. Generally, no vacations will be granted during the one (1) week period immediately following the close of the school year and the two (2) weeks prior to the opening of the fall term in August. Unused vacation must be taken within six (6) months after the end of the contract year in which it is granted.

Subd. 2. Employees shall be given every reasonable and practical choice of vacation periods possible. Those with greater seniority shall be given preference.

Subd. 3. When a holiday falls within an employee's paid vacation period and such holiday falls on a day the employee would normally either have worked or been excused with pay, a vacation day does not need to be used.

Subd. 4. Employees hired after July 1, 2001 for less than a twelve (12) month per year contract shall have their vacation time prorated each year.

Section 7. Holidays: There shall be eleven (11) paid holidays for all employees covered under this Agreement and hired before July 1, 2001:

Subd. 1. The following days will be observed as holidays:

Independence Day	New Year's Day
Labor Day	President's Day
Thanksgiving Day	Memorial Day
Christmas Eve Day	Good Friday
Christmas Day	Friday after Thanksgiving
New Years Eve Day	

Subd. 2. Overtime pay shall be paid for employees who are called upon to work on a holiday, plus holiday pay.

Subd. 3. Employees hired after July 1, 2001 working for less than a twelve (12) month per year contract shall not be paid for the Independence Day holiday.

Section 8. Job Posting: New positions or vacancies will be posted in each building for a period of five (5) working days on a bulletin board provided in the building offices. Applications of the interested parties should be sent to the Personnel Office.

The leading candidates whose background and abilities best meet the requirements of the posted position will be called in for an interview by the Superintendent or their designee. The Superintendent or the Superintendent's designee, utilizing the various data which has been made available, will recommend the senior leading candidate.

The selection of the candidate for the position will be made in not less than seven (7) working days after the completion of the posting of the position. A copy of the letter to the candidate(s) selected for the position shall be sent to the appropriate supervisor. Seniority shall prevail for all positions and it will be filled by the senior qualified employee who applies.

Any senior applicant not granted a position has the right to request through the Union steward the reasoning behind the administration's rejection of their application with the intent being to increase or correct any qualifications that are lacking in order to be considered in future job postings.

Section 9. Safety: All regulations and laws of the State of Minnesota and O.S.H.A. governing the safety of employees and building occupants shall be complied with by the employer and employees.



Section 10. Time-Off Provision: A public employer must afford reasonable time off to elected officers or appointed representatives of the exclusive representative for the purpose of conducting the duties of the exclusive representative and must upon request provide for leaves of absence to elected or appointed officials of the exclusive representative.

Section 11. Definition of the Work Year: Twelve (12) month Administrative Assistants shall work 260/261 days. Beginning July 1, 2022 the work year will be reduced for twelve (12) month Administrative Assistants by four (4) non-student contact and non-teacher duty days. Ten (10) month Administrative Assistants shall work 220/221 days. Beginning July 1, 2022 the work year will be reduced for ten (10) month Administrative Assistants by two (2) non-student contact and non-teacher duty days. Administrative Assistants must attend all required trainings planned on non-student contact days.

The reduction of workdays in the calendar year will not reduce benefits for 10 and 12 month administrative assistants. The reduction of the work year will sunset at the end of the 2024-2025 school year unless it is agreed upon in negotiations to continue non-duty days.

## **ARTICLE X GRIEVANCE PROCEDURE**

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

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

Section 3. Definitions and Interpretation:

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

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by state law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document 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. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School Board's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date the event giving rise to the grievance occurred. 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.

Section 5. Adjustments of Grievance: The School Board and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the School Board in the following manner:

Subd. 1. Level I. If the grievance is not resolved through informal discussions, the School Board designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 2. Level II. In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or his designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the Board may be designated by the Board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. School Board Review: The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notify the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this Section, the School Board reserves the right to reverse or modify such decision.



Section 7. Denial of Grievance: Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

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

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

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 proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Bureau of Mediation Services to appoint an arbitrator, pursuant to M.S. 179.70, subd. 4, providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

a. Upon appointment of the arbitrator, the appealing party shall within five (5) days after notice of appointment forward to the arbitrator, with a copy to the opposing party, the submission of the grievance which shall include the following:

- (1) The issue involved.
- (2) Statement of the facts.
- (3) Position of the grievant.
- (4) The written documents relating to Section 5, Article XII of the grievance procedure.

b. The opposing party shall make a similar submission of information relating to the grievance either before or at the time of the hearing.

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

designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 6. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before them shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in the P.E.L.R.A.

Subd. 7. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party and at the expense of the requesting party. The parties shall share equally fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. The party ordering a copy of such 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 board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

## **ARTICLE XI PUBLIC OBLIGATION**

The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the School District to the continuous and uninterrupted operation of the school is of paramount importance.

The exclusive representative agrees, therefore, that during the term of this contract neither the exclusive representative nor an individual employee shall engage in any strike as defined by the



P.E.L.R.A. The parties agree that procedures affecting this Article is provided for by P.E.L.R.A. and, therefore, shall not be subject to the grievance or arbitration procedure.

## **ARTICLE XII PROBATION, DISMISSAL, AND LAYOFFS**

Section 1. Starting in the 2022-2023 school year, new Administrative Assistants may be hired at up to Step 2 of the salary schedule with commensurate experience outside of the school district, as determined by the supervising administrator and approved by the Superintendent.

Section 2. All newly employed full-time employees shall be on probation for a period of 120 working days. Continued employment during this period shall be vested solely in the School Board. Subsequent to that period the employee shall attain permanent status subject to the following: Employees on permanent status may be dismissed only for cause. Suspension and dismissal shall be by Board action.

Section 3. The Union Representative of Local 284 may discuss with the Administration those causes for discharge; however, the decision of the School Board shall be final except as defined under the Grievance Procedure.

Section 4. *Seniority Rights:* The Board recognizes that the purpose of seniority is to provide a declared policy as to the order of lay-off and re-call of employees, and advancement or promotion. Employees with the least continuous service shall be laid off first. If a position is eliminated which is held by someone who is not the least senior worker covered under this contract, that individual shall have the right to "bump" the employee who is least senior. They shall also have the right to choose layoff. If any opening subsequently occurs, the laid off employee with the most continuous service shall be the first re-called. If a former employee elects not to return to work when re-called they shall lose their seniority rights. An employee who is properly discharged or resigns shall forfeit their seniority and in the event of re-employment seniority rights shall begin as of the date of re-employment. Promotion will be based on seniority, and the applicant's qualification to fit the job description.

Four (4) weeks' notice shall be given an employee who is to be laid off.

## **ARTICLE XIII RETIREMENT AND RESIGNATION**

Section 1. Three weeks' notice shall be required of an employee wishing to resign in good standing.

Section 2. If proper notification is given for a resignation or retirement, accrued vacation pay will be granted.

Section 3. *Retiree Insurance Benefits:* Retiring employees may continue in the School District's group health insurance plan as provided by applicable law. Retiring employees who are

enrolled in the School District group insurance plan at the time of retirement and who have at least ten (10) years of service in the School District and who are at least age sixty (60) will be eligible to remain in the School District group insurance plan by purchasing either a single or family policy. Participating employees will receive a District contribution towards the premium equal to the contribution granted to active employees taking single insurance coverage until the employee reaches Medicare eligibility.

#### **ARTICLE XIV DEFERRED MATCHING CONTRIBUTION PLAN**

Section 1. *Eligibility:* Any administrative assistant who has completed five (5) years of service as a School District employee shall be eligible for a matching deferred compensation plan in accordance with Minn. Stat. 356.24 and the terms set out below. The School District shall contribute annually an amount equal to the amount contributed by the employee subject to the limits listed below.

All Administrative Assistants employed after July 1, 2006 shall not be eligible for the severance pay outlined in Article XV of the Master Agreement. Such Administrative Assistants shall only be eligible to participate in the matching plan. Participation in the plan shall be based on years of service in the School District. There will be no guaranteed payout at the conclusion of an administrative assistant's service with the School District.

Any administrative assistant eligible for severance pay under Article XV of this master agreement will continue to be eligible to receive severance pay as set forth therein. Such Administrative Assistants may also participate in the School District's matching plan. The total contribution of severance pay (Article XV) plus lifetime matching School District contribution shall not exceed the severance value computed from Article XV. Upon an administrative assistant's retirement, the total amount of the School District matching contribution to an administrative assistant's matching account shall be deducted from any severance under Article XV of the Master Agreement.

Section 2. *Administrative Assistant Match:* The School District will make the foregoing matching contribution to only those administrative assistants choosing to participate in an approved administrative assistant's match account offered by the School District. The School District's matching contribution will be dollar-for-dollar as required under Minn. Stat. Section 356.24, up to 2% of gross salary. Administrative Assistants may contribute any dollar amount up to or in excess of the maximum yearly School District match, but the annual limit on the amount individual administrative assistant may contribute to their match account shall be governed by the applicable sections of the Internal Revenue Code and the regulations promulgated there under. If an administrative assistant chooses not to match the School District annual contribution, the unmatched portion is forfeited for that year. If the employee contributes less than the maximum yearly allowed contribution, The School District portion will be equally reduced. The reduced amount is forfeited for that year.



Section 3. *Approved Plans:* The School District will make matching contributions only to deferred compensation plans offered by the pre-approved vendors selected by the School District, as set out in policy.

Section 4. *Intent to Participate/Enrollment Period:* By September 8 of the year, eligible employees shall declare their intent to participate in the matching deferred compensation plan by submitting a signed Intent to Participate form to the payroll office. The plan year shall be from July 1<sup>st</sup> to the following June 30<sup>th</sup>. An Intent to Participate form shall be binding until a new Intent to Participate form is submitted. The employee is solely responsible for filing an Intent to Participate form.

Failure to participate in any given year shall result in the loss of benefit for that year, which cannot be made up in subsequent years. If the employee stops their contribution at any time during the year, it cannot be restarted until the following year.

Section 5. *Discontinuance of Services:* Individuals who, for whatever reason, leave the service of the School District prior to eligibility for the balance of the payout shall retain ownership of School District contributions and personal contributions made on their behalf to the date of discontinuance of service. The School District shall retain no current or future liabilities for said investment programs as a result of the severing of service.

Section 6. *Portfolio Management:* The management of both the individual and School District contributions shall be solely the responsibility of the employee in whose name the contributions have been made. The School District assumes no current or future liability of contributions made to these plans or for investment earnings (losses) which may accrue to these portfolios as a result of investment decision which are made by the employee.

Section 7. *Hold Harmless Provisions:* Employees are not to construe the Plan or the School District contributions to the Plan or the opportunity of the employee to match such contributions as legal, tax, or investment advice by the School District. The School District has neither reviewed nor approved any investment programs which the employee may obtain by way of contributions under the Matching Plan.

The employee agrees to indemnify and hold harmless the School District from any adverse investment experience arising from or connected with contributions to the Matching Plan.

## **ARTICLE XV SEVERANCE PAY**

For employees hired before July 1, 2006, at the time of retirement, up to forty (40) days of accrued sick leave and one (1) day for each year of service to the School District may be used for early retirement for each full-time administrative assistant who has completed at least ten (10) years of continuous employment and is at least fifty-five (55) years of age. In the event the employee dies and the other aforementioned requirements were met, the benefits will be paid to the employee's estate.

## **ARTICLE XVI DURATION**

Section 1. *Term and Reopening Negotiations:* This Agreement shall remain in full force and effect for a period commencing on July 1, 2022 through June 30, 2025 and thereafter until modifications are made pursuant to the P.E.L.R.A. of 1971.

If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than ninety (90) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

In the event negotiations are not completed by July 1, 2025, terms of this contract will remain in full force and effect and any scheduled longevity increases shall be granted as specified in this contract.

Section 2. *Effect:* This Agreement constitutes the full and complete Agreement between the School Board and the exclusive representative representing the employees. 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 terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement except by mutual consent. If both parties agree, the agreement can be opened in the third year to discuss wages, changes in benefits or modification to the workdays.

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.

**APPENDIX A**  
**SALARY SCHEDULE**  
**2022-2023**

Step 1	\$ 19.83
Step 2	\$ 22.60
Step 3	\$ 26.68
Step 4	\$ 28.00

**APPENDIX B**  
**SALARY SCHEDULE**  
**2023-2024**

Step 1	\$ 20.62
Step 2	\$ 23.05
Step 3	\$ 27.21
Step 4	\$ 28.56

**APPENDIX C**  
**2024-2025**

Step 1	\$ 21.44
Step 2	\$ 23.51
Step 3	\$ 27.75
Step 4	\$ 29.27

**APPENDIX D**

**LONGEVITY PAY**

All employees shall earn longevity pay according to the following schedule:

	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>
At 10 years:	\$ 0.45	\$ 0.50	\$ 0.55
At 15 years:	\$ 0.55	\$ 0.60	\$ 0.65
At 20 years:	\$ 0.65	\$ 0.70	\$ 0.75

**SIGNATURE PAGE**

**IN WITNESS WHEREOF, the parties have executed this Agreement as follows:**

***For Independent School District #882, Monticello, Minnesota***

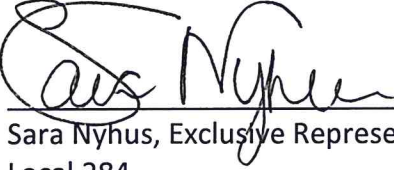
  
\_\_\_\_\_  
Jeff Hegle, School Board Chair

9-19-22  
\_\_\_\_\_  
Date

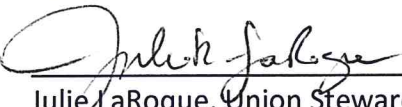
  
\_\_\_\_\_  
Melissa Curtis, School Board Clerk

9-19-22  
\_\_\_\_\_  
Date

***For School Service Employees, SEIU Local 284***

  
\_\_\_\_\_  
Sara Nyhus, Exclusive Representative  
Local 284

9-20-22  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Julie LaRoque, Union Steward

9-19-22  
\_\_\_\_\_  
Date

**MONTICELLO PUBLIC SCHOOLS ADMINISTRATIVE ASSISTANT MASTER CONTRACT**