LABOR AGREEMENT

INDEPENDENT SCHOOL DISTRICT NO. 347

WILLMAR, MINNESOTA

and

LOCAL UNION NO. 559

AMERICAN FEDERATION OF STATE, COUNTY AND

MUNICIPAL EMPLOYEES, AFL-CIO

ADMINISTRATIVE ASSISTANTS

2022-2023 & 2023-2024

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LABOR AGREEMENT

Independent School District No. 347
Willmar, Minnesota

and

Local 559, AFSCME, AFL-CIO

This Agreement is entered into, by and between Independent School District No. 347, hereinafter called the School District, and Local No. 559, affiliated with the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter called the Union.

ARTICLE I RECOGNITION

The School District hereby recognizes the Union as the formal and exclusive bargaining agent for all K-12 Administrative Assistant employees of Independent School District No. 347, Willmar, Minnesota, whose employment service exceeds the lesser of 14 hours per week or 35 percent of the normal work week and more than 67 days per year, excluding supervisory and confidential employees and school aides.

ARTICLE II SCHOOL DISTRICT RIGHTS

The School District retains the full, unrestricted right to operate and manage all staff, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify organizational structure; to select, direct and determine the number of personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by this Agreement.

ARTICLE III TERMS & CONDITIONS

Terms and Conditions of Employment shall mean the hours of employment and the compensation for these hours of employment, including fringe benefits, and the School District personnel policies affecting the working conditions of employees, but does not mean educational policies of the School District or retirement contributions or benefits.

ARTICLE IV DUES CHECK-OFF

In recognition of the Union as the Exclusive Representative, the Employer shall deduct each pay period an amount sufficient to provide the payment of regular dues established by the Union from the wages of all employees authorizing in writing such deductions.

The Union shall provide the formula or schedule to calculate the actual dues deduction to the employer and will provide a spreadsheet that can be used to calculate the dues in an electronic format and transmit pertinent employee information necessary for the collection and administration of union dues. The employer shall remit such deductions to AFSCME Council 65, 118 Central Ave, Nashwauk, MN 55769.

The employer shall deduct fair share fees in accordance with the provisions of Minnesota Statutes, Section 179A.06, Subd.3.

ARTICLE V FAIR SHARE

In the event federal law changes, or the Janus Supreme Court decision is reversed, any present or future employee who is not a Union member and who does not make application for membership shall, as a condition of employment, pay to the Union each month a service charge as a contribution toward the administration of this Agreement, in an amount certified by the Union.

The Union agrees to indemnify and to hold the school district harmless against any and all claims that may arise regarding the application of this article.

ARTICLE VI HOURS OF SERVICE

1. Full Time Employee: To be considered a full-time employee the employee shall be employed for a minimum of thirty-five (35) hours a week exclusive of lunch.
2. The workweek shall consist of up to forty (40) hours in five (5) consecutive days Monday through Friday. The workday shall consist of up to eight (8) consecutive hours plus lunchtime, in accordance with established lunch schedules.
3. Twelve-month employees work all five days per week except the holidays provided in Article VII of this Agreement. The less than twelve-month employees work only those days school is in session, plus those days as designated by the School District.
4. All employees will be assigned starting times and shifts as determined by the principals or supervisors in partnership with Human Resources. Employees shall be given 5 days advance notice of any permanent changes in their starting times or shifts.
5. All hours worked in excess of forty (40) hours per week shall be compensated at the rate of time and one-half, except for #6 below, if arranged and approved with immediate supervisor.. The Director of Human Resources shall have the ability to approve overtime pay for exceptional circumstances (conferences, open house, etc.).
6. All time worked on Sunday shall be paid at the rate of double time. All time worked on a holiday, with the exception of President's Day if school is in session on that day, shall be paid at the rate of double time plus the employee's holiday pay.
7. Employees called back to work by a building administrator or district administrator after completing their regular work shifts and vacating the premises, excluding Sundays and Holidays, shall be paid at the rate of time and one-half, with a minimum of two (2) hours. A callback on a Sunday or Holiday shall be paid at double time (2x) rates, with a minimum of two (2) hours. If the call back works assignment and the employee's regularly scheduled shift overlap, the employee shall be paid the call back time rate of one and one-half until he/she completes two (2) hours of work. The employee shall be paid for the balance of his/her regular work shift at the regular rate.
8. All employees working 4 hours or more per day shall provide for a fifteen (15) minute rest period. The rest period shall be scheduled in conjunction with the employee and the supervisor or at the middle of the shift whenever feasible. A six hour shift will consist of two fifteen minute paid breaks and a thirty minute unpaid lunch, for a total of six and one-half hours on site. All employees working 5 hours or more per day with single site schedules shall be provided an unpaid, duty free lunch period of thirty (30) minutes, around the middle of the day. Positions involving multiple sites may utilize a duty free lunch period of no more than 60 minutes as determined by the Building Administrators in conjunction with the Director of Human Resources.
9. All employees with single site schedules shall be provided an unpaid, duty free lunch period of thirty (30) minutes, around the middle of the day. Positions involving multiple sites may utilize a duty free lunch period of no more than 60 minutes as determined by the Building Administrators in conjunction with the Director of Human Resources. (To be utilized as current positions are vacated.)
10. In-service duty days are to be determined before the contract year.
11. Upon ratification of the 2013-2015 Master Agreement, the past practice of counting all leave time toward the calculation of overtime will sunset. Only active hours worked will count toward the calculation of overtime.

ARTICLE VII HOLIDAYS

The following shall be recognized and observed as paid holidays (11) for full time employees working over 200 days:

Labor Day	New Year's Day
Thanksgiving Day	Presidents' Day *(if school is not in session)*

Thanksgiving Friday	Good Friday
Christmas Eve Day	Memorial Day
Christmas Day	Independence Day
New Year's Eve	

1. The following shall be recognized and observed as paid holidays (8) for employees working 200 days or less:

Labor Day	New Year's Day
Thanksgiving Day	Presidents' Day *(if school is not in session)*
Thanksgiving Friday	Good Friday
Christmas Day	Memorial Day

2. If any of these holidays fall on Sunday, the following Monday shall be observed as the holiday. If any of these holidays fall on Saturday, the preceding Friday shall be observed as the holiday.
3. If an observed holiday in #1 or 2 falls on a scheduled student day, the District shall recognize the next non-student school day as the observed holiday.
4. If a paid holiday falls during an employee's vacation, an additional day of vacation will be granted.
5. Administrative Assistant personnel shall not be scheduled to work on holidays that are not listed in #1 in which the District office personnel are not scheduled to work.
6. If school is in session on President's Day, employees will receive pay for the holiday in addition to their normal rate of pay for working on that day. Any paid holiday for President's Day if school is in session will not count toward overtime. Administrative Assistants who work 260 days will select an alternative day off rather than receive pay for the holiday in addition to their normal rate of pay for working on that day.

ARTICLE IX LEAVES OF ABSENCE

Section I. Sick Leave

1. All full-time school employees shall earn sick leave at the rate of one day per month for a total of 12 days for each year of service in the employ of the School District. Sick leave shall be prorated for part-time employees and shall accumulate on a prorated basis.
2. Unused sick leave days may accumulate to a maximum credit of 150 days of sick leave per employee. After accumulation of 150 days, sick leave earned and unused shall accrue with accumulation to 30 extra days, in a special sick leave reserve, to be used by the employee for catastrophic illness upon written request to the Director of Human Resources. Sick leave pay shall cease when the income protection insurance plan becomes operative at 120 calendar days. Only employees with 30 hours or more per week on contract are entitled to income disability protection.
3. Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to illness and/or injury, which prevented his/her attendance at school and performance of duties on that day or days. Except as provided below, sick leave is for the individual employee only. An employee may utilize sick leave for illness or injury in the immediate family. For the purpose of this section, immediate family shall include spouse, children (not covered by statute), children-in-law, parents, and parents in-law of the employee.
4. The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay; however, the final determination as to eligibility of an employee for sick leave is reserved to the School District.
5. In the event that a medical certificate will be required, an employee will be advised within a reasonable time.
6. Sick leave allowed shall be deducted from accrued sick leave days earned by the employee.

Section II. Personal Leave

1. Each full-time employee of the School District shall be granted two days of personal leave per school year. Regularly scheduled part-time employees shall be granted personal leave on a pro-rata basis subject to the advanced written approval by the Director of Human Resources. Personal leave is a privilege accorded to those with problems that necessitate their absence from school.

2. Employees shall be allowed to carry over one day of unused personal leave into the succeeding school year. Such carried-over, unused personal leave shall not exceed one day.
3. Beginning with the 10th year of employment, an employee shall be granted three (3) days of personal leave with a carryover of unused personal leave to five (5) days.
4. Requests for personal leave must be made using the current district process to the employee's immediate supervisor one week in advance except in the event of emergencies.
5. Personal leave is non-accumulative and is not subtracted from sick leave.
6. Personal leave **shall not** be granted for the day preceding or the day following holidays or vacations, or for the first and last days of the school year. Exceptions may be granted for unusual and unavoidable circumstances.

Section III. Bereavement Leave

Bereavement leave shall be granted to an employee in the event of a death using the list below with the corresponding number of leave days. Part time employees are eligible for this benefit on a pro rata basis. (Note: step relationships are irrevocable)

Subdivision 1. Up to five (5) days (can be non-consecutive) will be granted for those listed in this subdivision.

- spouse
- parent (step), former guardian
- child (step), present or former legal dependent
- mother-in -law (step), father-in-law (step)
- sibling (step)
- son-in-law (step), daughter-in-law (step)

Subdivision 2. Up to two (2) days (can be non-consecutive) will be granted for those listed in this subdivision. In the event an employee is in charge of funeral arrangements a maximum of five (5) days (37.5 hours) of leave shall be granted.

- grandchild (step)
- grandparent (step) of employee and spouse
- brother-in-law (step), sister-in-law (step)

Subdivision 3. One (1) day of bereavement will be deducted from sick leave for those listed in this subdivision. In the event an employee is in charge of funeral arrangements a maximum of five (5) days (37.5 hours) of bereavement leave (not deducted from sick leave) shall be granted.

- nephew, niece, uncle, aunt
- spouse of brother-in-law (step), spouse of sister-in-law (step)
- ex-spouse

Subdivision 4. In the event an employee is in charge of funeral arrangements for death of a person not listed above, a maximum of three (3) days (22.5 hours) of bereavement leave shall be granted.

Section IV. Unpaid Leaves of Absence:

1. **Union Leave:** Any employee elected, or selected by the Union to attend Union conventions, conferences and/or seminars, may be granted a leave of absence without pay
2. **Extended Leave:** Upon written request to the School District an employee may be granted a leave of absence for a period not exceeding two (2) entire school years. A leave of absence may be granted for personal prolonged illness beyond the accrued sick leave, illness or death in the family, pregnancy, and work related to the employee's occupation.
3. **Public Office:** A leave of absence for a mutually agreed upon time may be granted to any employee upon written application for the purpose of campaigning for or serving in a public office.
4. **Child Care Leave:**

Subdivision 1. A child care leave may be granted by the School District, subject to the provisions of this section, to one (1) parent of a child, provided such parent is caring for the child on a full-time basis.

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

Subdivision 3. If the reason for the child care leave is occasioned by pregnancy, an employee may utilize sick leave pursuant

to the sick leave provisions of the Agreement during a period of physical disability. However, an employee shall not be eligible for sick leave during a period of time covered by a childcare leave. A pregnant employee will also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery.

Subdivision 4. The School District may adjust the proposed beginning or ending date of a childcare 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. The availability of a substitute employee may also be considered by the School District in the granting of a childcare *leave or the duration thereof.*

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

1. Grant any leave more than twenty-four (24) months in duration.
2. Permit the employee to return to her employment prior to the date designated in the request for childcare leave.

Subdivision 6. An employee returning from child care leave shall be re-employed in a position which he or she is licensed unless previously discharged or placed on unrequested leave.

Subdivision 7. Failure of the employee to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the employee agreed to an extension in the leave.

Subdivision 8. The parties agree that the application periods of probation for employees as set forth in Minnesota Statutes are intended to be periods of actual service enabling the School District to have an 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.

Subdivision 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. An employee shall not accrue additional experience credit for pay purposes and leave time during the period of absence for childcare leave.

Subdivision 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 the employee wishes to retain, commencing with the beginning of the child care leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the School District pursuant to this section.

Subdivision 11. Leave under this section shall be without pay or fringe benefits.

Subdivision 12. The School District will comply with Family and Medical Leave Act of 1993.

Section V. Other Leaves

An employee who finds it necessary to be absent from her/his job for a short period of time, of no more than 1 hour, during the day, may do so without salary deduction if satisfactory arrangements have been made beforehand with the employee's immediate supervisor, and if there is no expense to the School District. This leave should not be used for areas covered by other leave options.

1. Worker's Compensation

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

b) A deduction shall be made for the employee's accumulated sick leave accrual time according to the pro-rata portions of days of sick leave, which are used to supplement worker's compensation.

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

d) 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.

e) An employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act who elects to receive sick leave pursuant to this section shall submit to the School District Human Resource office his/her workers' compensation check, endorsed to the School District, prior to receiving payment from the school district for his/her absence.

2. **Jury Duty:** Employees shall be granted a leave of absence with pay, any time they are required to report for jury duty or jury service. Employees shall be paid the difference between jury duty (excluding travel allowance) and their regular wage.
3. **Military Leave:** Any employee required, by appropriate authorities, to attend a training session, or perform other duties

under the supervision of the U.S.A. shall be granted a leave of absence, with pay, not to exceed 15 days.
Any employee who enters into active service in the Armed Forces of the United States shall be granted a leave of absence without pay, for the period of military service.

4. **Vacation:** Employees working 260 days during the school year shall receive vacation time based upon the schedule below. Vacation time accrues on July 1 of each year for eligible employees. Vacation time is prorated based upon the number of hours worked. A full year is 8 hours per day, 260 days including scheduled workdays, holidays, and other available paid time off. Vacation earned in one school year must be taken no later than the end of the fiscal year of the next school year. Requests to use vacation will be granted on a first-come, first-served basis at the discretion of the employee's supervisor, taking into consideration staffing needs.

Years of Service	Number of Days Earned
1	10 days
2-3	12 days
4-6	14 days
7-9	17 days
10+	1 additional day per year to max of 21 days

a) For new twelve-month employees who have completed less than twelve months of actual employment prior to July 1, their vacation will be prorated for the year.

b) Upon termination of employment, prior to the end of the year, accrued vacation time for the current year shall be paid to the employee. Vacation time shall be prorated if termination occurs before the end of the fiscal year.

c) Vacation time accumulated shall be paid out at the employee's current rate of pay upon termination of employment with the district.

Section VI. Reinstatement after Leave

1. Any employee returning from an approved leave of absence as covered by this article shall be entitled to return to employment in his/her former position, another position in his/her former classification, or a position of comparable duties.
2. The employee shall be returned to the same step on the salary schedule on which the employee had been placed at the time the leave of absence commenced plus any automatic adjustments that would have been made had the employee been continuously employed during the period of absence.
3. The employee shall retain his/her seniority date, but shall not accrue additional experience credit during the leave of absence period.

ARTICLE X RATES OF PAY

1. Employees shall be paid according to the Salary Schedule stated in Appendix A of this Agreement and according to the Classification of Jobs stated in Appendix B of this Agreement.
2. Appendix B contains the job classification of each employee currently in the bargaining unit for the 2022-2023 and 2023-2024 Agreement.
3. The School District may deny an employee a step increase, if the employee's job performance is unsatisfactory in the judgment of the School District.
4. Employees hired on or before January 15th will advance a step at the beginning of their employment for the following school year. Those hired after January 15th will remain on Step 1 until one year following the upcoming fiscal year.

5. Administrative Assistant Personnel who have not used personal leave, unpaid time and who have used only one day (or none) of sick leave during the school year will be paid an additional $100.00 over and above any other compensation.

ARTICLE XI SENIORITY

1. Seniority shall mean an employee's length of continuous service with the School District since the last date of hire. Approved leaves of absence shall not constitute a break in the employee's seniority.
2. New employees shall serve a probation period, which is one hundred (100) working days service. Upon completion of probation, the employee's name shall be entered on the seniority list.
3. In the event that a substitute or temporary employee is appointed to a permanent position, prior service shall be credited toward serving the one hundred (100) working days) probation period.
4. Resignation or termination shall constitute a break in the employee's seniority and forfeiture of all seniority rights previously earned. However, if the person who has resigned or who has been terminated is subsequently rehired, his/her prior service shall be credited toward serving the one hundred (100) working days probation period.
5. Once a year the School District shall furnish the Union up-to-date seniority lists upon request of the Union. In the absence of a grievance being filed within fifteen (15) calendar days from the date of publication, the seniority list will be conclusively deemed to be correct.
6. In the case of ties in seniority, the last four digits of the employee's social security number will determine the order of seniority. The higher numbers will be deemed to have more seniority.

ARTICLE XII VACANCIES

1. All new or existing vacancies will be emailed to all members as well as posted on the bulletin boards and the internal electronic online application system located on the district website, for five (5) working days. A copy of such notice shall be furnished to the Union. When school is not in session, notice will be by telephone or mail. A position will be posted when the time allotted to that position is increased by 30 minutes or more.
2. Employees desiring to fill such vacancies shall submit an electronic application using the internal electronic application system located on the district website within five (5) working days after the initial posting of the vacancy. Selection of assignments for Administrative Assistant employees shall be made on the basis of seniority, giving due regard to ability, efficiency, and reliability of the individual. If it becomes necessary to bypass an employee's seniority, reasons for said denial shall be given to the employee, in writing, with a copy to the Union.

ARTICLE XIII LAYOFFS

In the event of a layoff, such layoff shall be by seniority and with the least senior employee laid off first. An employee whose position is reduced or eliminated may exercise seniority rights over a less senior employee provided the senior employee is qualified to perform the work. The School District shall notify employees and union of layoff or reduction in writing a minimum of thirty (30) calendar days prior to layoff or reduction. The employee shall then indicate to the School District in writing the intent to exercise his/her seniority rights within five (5) working days following receipt of layoff or reduction notice. Determination as to qualification of employees seeking to exercise their seniority rights pursuant to this section shall be made by the School District. Employees on layoff shall be recalled in inverse order of their layoff, providing that those recalled have the demonstrated ability and qualifications to perform the available work.

An employee selected for recall will be informed of his/her re-employment in the form of a written notice. The notice shall be considered received by the employee when mailed by registered mail, return receipt requested, to the last known address of the employee as shown on the School District record. It shall be the responsibility of each employee on layoff to keep the School District advised of the employee's current addresses. Within three (3) working days after an employee receives notice of re-employment, the employee shall advise the School District in writing of acceptance of re-employment and will be able to commence employment on the date specified in the notice. Any and all re-employment rights granted to an employee shall terminate upon an employee's failure to accept any position offered within three (3) working days.

Employees shall retain seniority rights to re-employment after layoff for a period of up to two years commencing with the effective date of the layoff.

ARTICLE XIV RESIGNATIONS

All employees who wish to leave their position must submit written resignation three (3) weeks in advance unless a lesser number of days are mutually agreed upon.

ARTICLE XV SCHOOL CLOSINGS

- If school does not open on a given day because of inclement weather, it is not necessary for the employee to report to work. If the employee and supervisor agree that work is to be performed on such days, the employee will be compensated at an hourly rate of time and a half for time worked.
- If school opens one or two hours late, employees are required to report to work at the designated late start time for each building. Employees will be compensated their regular rate of pay for time missed prior to the start of the designated building start time. Employees may choose to work onsite during the late start time at their regular rate of pay. Employees approved by their supervisor to work onsite for extenuating circumstances will be paid at an hourly rate of time and a half for hours worked prior to the designated building start time.
- If school is dismissed early because of inclement weather, employees are expected to remain on duty to the close of the school day, unless excused by the building principal or supervisor. Employees will be compensated at their regular rate of pay up to the end of their regular schedule for time missed due to an early-out event.
- In the event contract days are "forgiven" for any school district employees by action and approval of the School Board, Administrative Assistant personnel will be treated in a similar manner. If Administrative Assistant personnel work for any reason on a "forgiven" day, the rate of pay shall be their regular rate of pay.
- In the event inclement weather days occur, employees are required to make up assigned duty days. If the employee's assigned schedule is already filled and does not allow for a make-up day(s) the employee will be held harmless and will be paid their regular rate of pay for the assigned day regardless.
- If E-Learning is implemented for school closing days, employees will work remotely. Employees are responsible for their own internet access on eLearning Days. Employees may supplement the remote work day with available paid leave time.

ARTICLE XVI GROUP INSURANCES

Section I. Selection of Carrier. The selection of the insurance carrier and policy shall be made by the School District taking into consideration recommendations from the district's insurance committee.

Section II. Health and Hospitalization Insurance. The School District shall make available a high deductible health plan to all employees who elect to participate in said plan. During the 2022-2023 school year the School District shall contribute an amount not to exceed $8,097 towards a combination of annual health insurance premium and VEBA account. During the 2023-2024 school year the School District shall contribute an amount not to exceed $8,497 towards the combination of an annual health insurance premium and VEBA account. After deducting the total amount of the employee's annual insurance premium (dependent on the insurance plan the employee chooses), any remaining district contribution shall be contributed to the employee's VEBA account.

Subdivision 1. When both husband and wife are employed as full-time employees and desire family coverage (as opposed to single coverage for each), the full amount of both single premiums shall be applied to their family coverage premium.

Subdivision 2. Employees on a half-time basis or more are eligible for health and hospitalization insurance on a pro-rata basis. All employees employed less than 12 months but at least 9 months will receive the School District's contribution for the summer months.

Section III. VEBA with Health Reimbursement Arrangement For Active Employees

Subdivision 1. The School District shall make available a VEBA Plan and Trust summary, which is available from the Human Resource Director, to all qualified bargaining unit members who exercise their option to enroll in the VEBA coordinated health insurance program offered in Section II of this Article. The School District and Administrative Assistant employees assent to and ratify the appointment of the trustee and plan administrator for the VEBA Plan and Trust identified in the VEBA Plan and Trust agreement. It is intended that this arrangement constitute a voluntary employees' beneficiary association under Section 501(c)(9) of the Internal Revenue Code. During any transition period in which the desired ordering rule is not available, reimbursements under the VEBA plan will be limited to reimbursement of eligible health expenses that reduce the deductible under the VEBA coordinated health insurance offered in Section II of this article.

Subdivision 2. The School District shall provide the following welfare benefit arrangement through the VEBA Plan: A health reimbursement arrangement for active employees described in summary is available from the Human Resource Director.

Subdivision 3. Payment of Administrative Fee. Administrative fees allocable to individual accounts of active employees who are active participants in the VEBA Plan shall be paid from the account. Administrative fees allocable to individual accounts of active employees, who have accrued a balance in the VEBA Plan but change coverage, so that they are no longer entitled to employer contributions, shall be paid from the account. Administrative fees allocable to the individual accounts of former employees shall be paid from the account. Administrative fees allocable to the individual accounts of retirees shall be paid from the account. Administrative fees shall be paid from the account; if the VEBA Plan is terminated or the Employer Contributions cease (by agreement between the parties).

Subdivision 4. Contributions to the Active Employees' Plan: The School District will make an annual contribution to individual accounts under the health reimbursement arrangement in accordance with the following schedule:

The School District shall make contributions to individual health reimbursement accounts on a prorated basis consistent with payroll cycles. The first contribution will start the month after the date of hire and will be prorated based upon the employee's Full Time Equivalency and the number of months remaining in the plan year. A deposit will be approximately 1/18th of the District's annual contribution for a full-time employee who is employed a full year. Deposits for a full school year will begin with a mid-September deposit and end with a late May deposit.

The District will offer a High Deductible Health Plan (HDHP) that can function as a VEBA plan or Health Savings Account. An employee cannot receive or use money from both types of accounts in the same calendar year. Employee's indicating they intend to switch to the HDHP as a Health Savings Account will be contacted to confirm their transition from/to an H.S.A. VEBA account monies cannot be used in one calendar year if you are enrolled in an H.S.A. in in the same calendar year.

All contributions on behalf of a VEBA Plan participant shall cease on the date the participant is no longer covered under the high deductible health plan in Section II above.

Section IV. Long Term Disability. Long Term Disability Insurance covering loss of time due to an accident or illness will also be provided to those who qualify. The benefit will equal 66 2/3% of the employee salary after a qualifying period of one hundred twenty (120) consecutive days. Compensable loss will be reduced by payments under Workers' Compensation, Social Security, or any other disability income plan or retirement program. The disability insurance coverage is available to all employees who are employed on a regular basis for a minimum of 30 hours per week. The Long Term Disability Insurance will be provided by the District at the employee's expense.

Section V. Term Life Insurance. Term Life Insurance will be provided to all Administrative Assistants who are employed on a regular basis for a minimum of 30 hours per week. The School District will provide $25,000 of term life insurance.

Section VI. The School District will provide insurance against legal actions to cover employees assigned to dispense medications.

Section VII. Dental Insurance. Employees have right to participate in the dental insurance plan at their own expense through payroll deduction (85% of the bargaining unit must participate).

ARTICLE XVII LONGEVITY

1. To reward the career service employees of the School District, a Longevity Benefit plan is initiated as follows:

	2022-2024
Beginning with the 6th year	$ 1.15 per hour
Beginning with the 10th year	$ 1.50 per hour
Beginning with the 15th year	$ 1.85 per hour
Beginning with the 20th year	$ 2.20 per hour
Beginning with the 25th year	$ 2.55 per hour
Beginning with the 30th year	$ 2.90 per hour

2. To be eligible for this benefit, an employee must have served continuously based on the last date of hire. Years of service shall be school years of service and longevity changes will happen on July 1 in the school year the employee becomes eligible.

ARTICLE XVIII SEVERANCE

1. Employees hired after July 1, 2000; will not be eligible for severance pay.
2. For an employee to be eligible to receive severance pay, the Superintendent must receive written notice of resignation at least sixty (60) days prior to the date on which the employee intends to resign.
3. The employee must be full-time at the time of retirement and must have had at least fifteen (15) years of continuous service with the School District, and the employee must attain the age of 55 years to qualify for severance pay. An employee shall lose the right to severance if the employee is dismissed for cause.
4. Once an employee reaches eligibility for severance, severance is not lost if their position is reduced to less than full time.
5. An eligible employee shall receive upon retirement the amount obtained by multiplying 75% of unused sick leave hours (to include hours accrued in the employee's special sick leave reserve), times the employees hourly rate of pay as of the date of such retirement. The maximum number of hours paid in this section shall be 800 hours.
6. The hourly rate of pay, for the purpose of this article, shall be the employee's hourly rate of pay at the time of retirement including classification and longevity, but excluding overtime.
7. The severance pay will be placed into the retiring employees Health Care Savings Plan in accordance with all IRS regulations. This payment shall be made within 45 days of the official retirement date.
8. If an employee who has elected early retirement dies before all or a portion of the severance pay has been disbursed, the unpaid balance shall be paid to a named beneficiary, or, in the event no beneficiary has been designated, to the estate of the deceased.
9. The School District shall subtract the amount of the employee match paid under the 403B Matching Contribution Plan from the employee's severance pay.

ARTICLE XIX 403B MATCH

1. Beginning July 1, 2000, employees who are regularly employed for at least 36 months and at least 30 hours per week shall be eligible to participate in a 403B matching program contribution plan pursuant to M.S. 356.24.

2. The School District shall contribute, on a monthly basis, an amount (not to exceed $500 per year) equal to the amount contributed by the employee. The School District shall make the matching contribution to a company, which the employee shall select. Employees working less than 30 hours per week may participate in the matching contribution plan on a pro-rata basis.

3. The maximum career matching contribution by the School District shall be $15,000 per employee.

4. Employees must complete a salary reduction authorization agreement by August 1st each school year for an employee to implement any changes toward the 403B matching plan for the next school year.

5. Employees on unpaid leave may not participate in the matching program while on leave.

6. Employees hired prior to July 1, 2000 will continue to be covered under the severance language of Article XVIII of this Agreement. The School District shall subtract the Employer contribution to the 403B matching contribution plan from severance pay. The Employer in accordance with Article XVIII, if such amount exists, shall pay the balance of the severance.

7. Management of the portfolios of individual investments and the School District contribution shall be solely the responsibility of the employee in whose name the investments have been made. The School District assumes no current or future liability for contributions made to these plans or investment earnings or losses which may accrue to these portfolios as a result of investment decisions made by the employee.

ARTICLE XX PART-TIME AND SUBSTITUTE EMPLOYEES

1. Part-time employees: The School District reserves the right to employ such personnel as it deems desirable or necessary on a part-time basis or casual basis.

2. Substitute employees: The School District reserves the right to employ such personnel as it deems desirable or necessary on a substitute basis or casual basis.

ARTICLE XXI GRIEVANCES

Section 1. A grievance is defined as a dispute or disagreement as to the interpretation and application of a specific provision in this Agreement.
Section 2. The Union Steward, with or without the employee, shall take up the dispute with the employee's immediate supervisor within five (5) days of the occurrence of the event giving rise to the grievance. The supervisor shall attempt to adjust the matter and respond to the Union Steward within three (3) days.
Section 3. If the dispute has not been settled, the Union may present the grievance, in writing, to the Director of Human Resources within seven (7) days after the immediate supervisor's or Principal's answer is due. The Director of Human Resources will respond to the Union Steward in writing within seven (7) days.
Section 4. If the grievance is still not resolved, the Union may appeal the grievance to the School Board or its designee within seven (7) days after the Human Resource Director's answer is due. The School Board or its designee will respond in writing to the Union within seven (7) days after hearing the grievance.
Section 5. If the grievance is not resolved following an appeal to the School Board or its designee, the Union may petition the Bureau of Mediation Services to mediate the grievance within seven (7) days after the response is due by the School Board or its designee.
Section 6. If the grievance is not resolved within ten (10) days following the grievance mediation session, the Union may appeal the grievance to arbitration, subject to provisions of the PELRA. The School District and the Union shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance.
Section 7.The arbitrator shall have no right to amend, modify, nullify, ignore, add to or substitute from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issues submitted in writing by the School District and the Union and shall have no authority to make a decision on any other issues not submitted. The arbitrator shall be without power to make decisions contrary to, inconsistent with, modifying, or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the School District and the Union and

shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and the facts of the grievance presented.

Section 8.The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the School District and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

Section 9. If a grievance is not presented within the time limits set forth above, it shall be considered "waived". The grievances not appealed to the next step within the specified time limits or any agreed extension thereof in writing shall be considered settled on the basis of the School District's last answer. If the School District does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to appeal the grievance to the next step. The time limit for each step may be extended by written mutual agreement of the School District and the Union.

Section 10. If, as a result of the written School District response the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to arbitration as set forth above, or a procedure such as veteran's preference or fair employment. If appealed to any procedure other than arbitration, the Union and the aggrieved employee shall indicate in writing which procedure is to be utilized, and shall sign a statement to the effect that the choice of any other hearing precludes the Union and the aggrieved employee from making a subsequent appeal through arbitration as set forth in this Article.

Section 11. Grievance committee member or stewards may process grievances and disputes during working hours when consistent with such employee's duties and responsibilities. The School District agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the School District or any School District representative against any employee because of said employee exercising his/her right under this Agreement, or for any employee activity in an official capacity on behalf of the Union.

Section 12 -For the purpose of this Article, a time period of seven (7) days or less shall be calculated by excluding Saturdays, Sundays, and designated holidays. Time periods of more than seven (7) days shall be defined as calendar days.

ARTICLE XXII SCHOOL DISTRICT SECURITY

The Union agrees that, during the life of this Agreement, it will not cause, encourage, participate in or support any strike, slowdown, or other interruption of or interference with the normal functions of the School District, or the absence in whole or in part of the full, faithful, and proper performance of the duties of employment regardless of the reason for so doing, except as may be provided by PELRA.

ARTICLE XXIII SAVINGS CLAUSE

In the event that any provision, phrase, or clause of the Agreement shall be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the expressed intention of all the parties that all other provisions remain in full force and effect.

ARTICLE XXIV DURATION

This Agreement shall become effective July 1, 2022, and shall remain in full force and effect through June 30, 2024, and will be subject to review annually, thereafter not less than ninety (90) days prior to its expiration on any anniversary.

If either party finds its interest adversely affected by any provisions of this Agreement or finds through experience the necessity of adding further provisions, it shall serve to the other party a written notice of intent to negotiate an amendment, or to supplement the existing Agreement. Such changes shall be subject to good faith negotiation and mutual agreement.

APPENDIX A

ADMINISTRATIVE ASSISTANT SALARY SCHEDULE

2022-2023

STEP SCALE	**Level I**	**Level II**
Step 1 = Year 1	$ 21.16	$ 20.40
Step 2 = Years 2 & 3	$ 21.53	$ 20.77
Step 3 = Year 4	$ 21.91	$ 21.15
Step 4 = Year 5	$ 22.51	$ 21.75

2023-2024

STEP SCALE	**Level I**	**Level II**
Step 1 = Year 1	$ 22.01	$ 21.25
Step 2 = Years 2 & 3	$ 22.38	$ 21.62
Step 3 = Year 4	$ 22.76	$ 22.00
Step 4 = Year 5	$ 23.36	$ 22.60

APPENDIX B

JOB TITLE - LEVEL I

Administrative Assistant – Director & Assistant Director of Teaching & Learning
Administrative Assistant – Director of Instructional Technology
Administrative Assistant – Director of Special Education
Administrative Assistant – Director & Assistant Director of Food and Nutrition Services
Administrative Assistant - Principal
Administrative Assistant – Director of Community Education & Manger of Early Childhood

ADMINISTRATIVE ASSISTANT - LEVEL II

All other Administrative Assistant Positions.

Memorandum of Understanding

April 9, 2012

ISD 347 and Local 559 – Willmar K-12 Secretaries have agreed to sunset Article VIII – Vacation Pay from the Master Agreement after all current employees with earned vacation have ended their employment. Vacation Pay is intended for positions requiring 260 days of employment, none of which currently exist in the unit.

This shall apply to Brenda Marcotte who shall advance on former 10 month schedule.

ARTICLE VIII VACATION PAY

- Twelve month employees shall earn vacation with pay annually based on the following schedule:

Years 1-5	10 days
Years 6 & 7	11 days
Year 8	12 days
Years 9-14	15 days
Year 15	16 days
Year 16	17 days
Year 17	18 days
Year 18	19 days
Year 19 +	20 days

1. For new twelve-month employees who have completed less than twelve months of actual employment prior to July 1, their vacation will be prorated for the year.

2. Upon termination of employment, prior to the end of the year, accrued vacation time for the current year shall be paid to the employee. Vacation time shall be prorated if termination occurs before the end of the fiscal year.

3. Less than twelve-month employees but more than nine months working prior to July 1, 1979, will receive pay for one week of vacation. This week's pay will not include any longevity benefit. Less than twelve-month but more than nine-month employees hired on July 1, 1979, or thereafter will not receive vacation pay.

4. Employees will be provided an opportunity to select vacation time periods in so far as practicable. Employees may not accumulate or carry over more than 40 days of accrued vacation earnings.

5. Vacation time accumulated shall be paid out at the employee's current rate of pay upon termination of employment with the district. Employee's may elect to have this severance package placed into their 403b or other eligible retirement plan.

Memorandum of Understanding

May 24, 2000

ISD 347 and Local 559 – Willmar K-12 Secretaries have agreed to change the severance plan based on a years of service type plan to a plan based on unused sick leave. The following one-time addition of sick leave days will be made to each Secretaries' special sick leave reserve (Article IX, Section 1, *Subdivision. 2*) on July 1, 1999.

Bety Danielson 44

SCHOOL DISTRICT

Justin Bos
Justin Bos (Aug 22, 2022 15:08 CDT)

School Board Chair

Aug 22, 2022

Date

Scott Thaden
Scott Thaden (Aug 22, 2022 14:58 CDT)

School Board Clerk

Aug 22, 2022

Date

WILLMAR K-12 ADMINISTRATIVE ASSISTANTS AFSCME LOCAL 559

Christina Madsen
Christina Madsen (Aug 22, 2022 09:33 CDT)

K-12 Administrative Assistants Steward

Aug 22, 2022

Date

Angie Lien
Angie Lien (Aug 22, 2022 14:27 CDT)

Union Representative

Aug 22, 2022

Date

Admin Asst 2022-2024 Final

Final Audit Report 2022-08-22

Created:	2022-08-16
By:	Jena Tollefson (tollefsonjl@willmar.k12.mn.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAArU_y8-_rDhCBy3ao3tJHyhl_YGb_i70r

"Admin Asst 2022-2024 Final" History

Document created by Jena Tollefson (tollefsonjl@willmar.k12.mn.us)
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Signer madsenc@willmar.k12.mn.us entered name at signing as Christina Madsen
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2022-08-22 - 7:57:17 PM GMT- IP address: 104.28.97.27

Signer thadens@willmar.k12.mn.us entered name at signing as Scott Thaden
2022-08-22 - 7:58:19 PM GMT- IP address: 174.199.33.199

Document e-signed by Scott Thaden (thadens@willmar.k12.mn.us)

Signature Date: 2022-08-22 - 7:58:21 PM GMT - Time Source: server- IP address: 174.199.33.199

Document emailed to bosj@willmar.k12.mn.us for signature

2022-08-22 - 7:58:22 PM GMT

Email viewed by bosj@willmar.k12.mn.us

2022-08-22 - 8:07:10 PM GMT- IP address: 172.225.140.37

Signer bosj@willmar.k12.mn.us entered name at signing as Justin Bos

2022-08-22 - 8:08:01 PM GMT- IP address: 24.196.58.122

Document e-signed by Justin Bos (bosj@willmar.k12.mn.us)

Signature Date: 2022-08-22 - 8:08:02 PM GMT - Time Source: server- IP address: 24.196.58.122

Agreement completed.

2022-08-22 - 8:08:02 PM GMT

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