

TECHNOLOGY SUPPORT COLLECTIVE BARGAINING AGREEMENT

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

Effective Dates: July 1, 2024 – June 30, 2026

TECHNOLOGY SUPPORT MASTER AGREEMENT

TABLE OF CONTENTS

	<u>Page</u>
<u>ARTICLE I: PURPOSE</u>	5
Section 1: Parties	5
<u>ARTICLE II: RECOGNITION OF EXCLUSIVE REPRESENTATIVE</u>	5
Section 1: Recognition	5
Section 2: Sole Bargaining Representative	5
<u>ARTICLE III: DEFINITIONS</u>	5
Section 1: Terms and Conditions of Employment	5
Section 2: Description of Appropriate Unit	5
Section 3: Other Terms	5
<u>ARTICLE IV: SCHOOL BOARD RIGHTS</u>	6
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
<u>ARTICLE V: EMPLOYEE RIGHTS</u>	6
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
<u>ARTICLE VI: RATES OF PAY</u>	7

Section 1: Rates of Pay	7
Section 2: Mileage Reimbursement	8
Section 3: Technology Certification	8
ARTICLE VII: GROUP INSURANCES	10
Section 1: Group Hospitalization	10
Section 2: Dental Insurance	10
Section 3: Long-Term Disability Insurance	11
Section 4: Life Insurance	11
Section 5: Liability Insurance	12
Section 6: Full-Time Definition	12
ARTICLE VIII: LEAVES OF ABSENCE	12
Section 1: Sick Leave	12
Section 2: Personal Leave	12
Section 3: Funeral Leave	13
Section 4: Workers Compensation	13
Section 5: Child Care Leave	14
Section 6: Jury Duty Leave	16
Section 7: Time-Off Provision	16
ARTICLE IX: HOURS OF SERVICE	16
Section 1: Basic Work Week	16
Section 2: Part-time Employees	16
Section 3: School Closings	16
Section 4: Vacation	17

Section 5: Holidays	17
Section 6: Job Posting	17
ARTICLE X: GRIEVANCE PROCEDURE	18
Section 1: Grievance Definition	18
Section 2: Representative	18
Section 3: Definitions and Interpretation	18
Section 4: Time Limitation and Waiver	18
Section 5: Adjustments of Grievance	19
Section 6: School Board Review	19
Section 7: Denial of Grievance	19
Section 8: Arbitration Procedures	19
ARTICLE XI: PUBLIC OBLIGATION	21
ARTICLE XII: PROBATION AND DISMISSAL AND LAYOFFS	21
Section 1: Probation	21
Section 2: Dismissal	21
Section 3: Seniority Rights	22
ARTICLE XIII: RETIREMENT AND RESIGNATION	22
Section 1: Notice	22
Section 2: Vacation	22
Section 3: Retiree Insurance Benefits	22
ARTICLE XIV: DEFERRED MATCHING CONTRIBUTION PLAN	22
Section 1: Eligibility	22

Section 2: Technology Match	22
Section 3: Approved Plans	23
Section 4: Intent to Participate/Enrollment Period	23
Section 5: Discontinuance of Services	23
Section 6: Portfolio Management	23
Section 7: Hold Harmless Provisions	23
ARTICLE XV: DURATION	24
Section 1: Term and Reopening Negotiations	24
Section 2: Effect	24
Section 3: Finality	24
Section 4: Severability	24
APPENDIX A: WAGES / SALARY SCHEDULE	25
APPENDIX B: WAGES / SALARY SCHEDULE	25
APPENDIX C: LONGEVITY PAY	25
SIGNATURES	26
MEMORANDUM OF AGREEMENT: TECHNOLOGY EMPLOYEE NON-DUTY DAYS	27
MEMORANDUM OF AGREEMENT: LONGEVITY COMPENSATION	28

**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 Service Employees International Union, 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 technology support employees 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 Service Employees International Union, Local 284 as the Exclusive Representative for technology support 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. Sole Bargaining Representative: 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' technology support employees 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 duration of the 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, 2024 and continuing through June 30, 2025.

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, 2025 and continuing through June 30, 2026.

Subd. 3. The School Board reserves the right to withhold a wage increase in individual cases when it can be shown that demonstrable deficiency in the performance of an individual employee necessitates such action.

Subd. 4. Wage increases shall be effective on July 1st of each contract year. Those employed prior to January 15th will qualify for the full second step. Those employed January 15th or later will qualify for a prorated raise.

Subd. 5. Longevity Pay: See Appendix C.

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

Section 3. Technology Certification:

Subd. 1. Purpose: To promote standardized certification of Technology employees, Monticello Public Schools will pay for one initial exam per building technology employee, per year, for designated certification programs.

Subd. 2. Certification Options:

- Option 1 - A+ certification Pay: A+ (A Plus), or equivalent (as determined by the Director of Technology Services the Superintendent and /or the Director of Human Resources), is an entry level-computer certification for PC computer service technicians. The exam is designed to certify the competency of entry level PC computer service professionals in installing, maintaining, customizing, and operating personal computers. The A+ certificate must be renewed every three years. Effective July 1, 2022.

(1a) A+ Certification is an optional certification for employees.

(1b) Though the certification is not a requirement for building technicians employed with Monticello Public Schools, technicians must complete the A+ Certification in order to obtain the additional hourly stipend. Certification must be maintained for the duration of their employment with Monticello Public Schools in order to continue receiving the additional hourly stipend.

(1c) Building technology employees who obtain this certification will receive an additional \$0.50 per hour, \$1,040 annually, in addition to their base wage within two pay periods of presenting proof of certification.

- Option 2 - Google Educator Certification Pay: Google Educator Certification, or equivalent (as determined by the Director of Technology Services, the Superintendent and /or the Director of Human Resources), will reinforce the fundamentals of using Google tools and validate standard and advanced technology implementation skills. Effective beginning July 1, 2022.

(2a) Google Certification is an optional certification for employees.

(2b) Though the certification is not a requirement for building technicians employed with Monticello Public Schools, building technicians must complete the Google Certification in order to obtain the additional hourly stipend. Certification must be maintained for the duration of their employment with Monticello Public Schools in order to continue receiving the additional hourly stipend.

(2c) Building technology employees who obtain this certification will receive an additional \$0.25 per hour, \$520 annually, in addition to their base wage within two pay periods of presenting proof of certification. There are currently multiple levels of Educator Certifications. Building technology employees will be compensated for Google Educator Certification, not per educator level obtained.

- Option 3 - Google Admin Certification Pay: Google Admin Certification, or its equivalent (as determined by the Director of Technology Services, the Superintendent and /or the Director of Human Resources), will empower employees to troubleshoot typical user issues, add and remove users, set up and manage groups, manage calendars and resources, and manage Google Apps services. Effective July 1, 2022.

(3a) Google Certification is an optional certification for employees.

(3b) Though the certification is not a requirement for building technicians employed with Monticello Public Schools, building technicians must complete the Google Certification in order to obtain the additional hourly stipend. Certification must be maintained for the duration of their employment with Monticello Public Schools in order to continue receiving the additional hourly stipend.

(3c) Building technology employees who obtain this certification will receive an additional \$0.50 per hour, \$1,040 annually, in addition to their base wage within two pay periods of presenting proof of certification.

Subd. 3. Alternative Certifications: Additional certifications may be approved for hourly stipends, as deemed appropriate and essential to maintain a high level of technology services in the district (as determined by the Director of Technology Services, the Superintendent and /or the Director of Human Resources).

**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 teacher unit of District #882 for each full time Technology 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: For employees that participate in the HSA plan, 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 Technology Employee 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 Technology Employee 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 Technology Employee 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: 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. Technology support employees shall earn paid sick leave at the rate of fifteen (15) days annually.

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 their 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 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. Sick leave balances shall be reported on employees' self-service site.

Section 2. Personal Leave:

Subd. 1. Technology support employees shall be granted up to two (2) days per contract year for paid personal leave, to be used with discretion for matters of a

personal nature that need to be attended to during the work day. After twenty (20) years of service three (3) personal days will be rewarded.

Subd. 2. The request to use personal leave must be made to the Director of Technology and receive approval prior to the day the leave is taken. 24-hour notice is required unless there is an emergency.

Subd. 3. Unused personal leave will roll over at the end of the year, for a total of no more than four (4) personal days in any year. After twenty (20) years, up to two (2) days may be rolled into the following year, up to a total of five (5) personal days in any year.

Subd. 4. Personal leave allowed shall not be deducted from the accumulated sick leave days earned by the employee.

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, technology support employees may use up to 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 or designee.

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 their 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 childcare 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 childcare 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 childcare 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 childcare leave.

Subd. 4. If the employee complies with all provisions of this section and a childcare 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 of less than one year shall be re-employed in the same or similar position.

So long as 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 childcare 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 childcare 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 childcare leave of absence shall be granted within one (1) of the following sections or as outlined in Subd. 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 Subd. 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: Employees shall be paid their regular pay when required to report for jury duty. Any additional compensation awarded the employee by the court shall be signed over to the school district. The school district will reimburse mileage for travel required for jury duty.

Section 7. 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.

ARTICLE IX HOURS OF SERVICE

Section 1. Basic Work Year: The duty year shall be for the entire twelve (12) month contract year as provided herein and the employee shall perform services on those legal holidays on which the School District is authorized to conduct school if the School Board so determines. The employee shall be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with School Board administrative policy.

Technology employees shall work forty (40) hours Monday through Friday, inclusive of a thirty (30) minute paid lunch for full-time employees, so long as the employee remains at the work site for lunch. If an employee leaves the building for lunch, they must clock out on the electronic time clock.

Technology employees in hourly positions will clock in and out each day, using the District's electronic time clock and will be paid on an hourly basis every two weeks. There will be a two week delay in hours worked and payment of hours through payroll. Hourly staff will earn overtime of 1.5 times their rate of pay for any hours worked over forty (40) hours in a week. All overtime must have preapproval by a supervisor.

The Technology Coordinator shall be paid on an annualized basis and is exempt from overtime payment. For purposes of calculating the Technology Coordinator daily rate of pay, the District will use 260 minus the number of vacation and non-duty days granted each year.

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. School Closings: In the event that school is closed early due to a weather event or unforeseen emergency, technology employees will receive that day's pay. Technology employees will be dismissed by the Superintendent or designee at a time designated as safe.

In the event that school is delayed due to a weather event or unforeseen emergency, technology employees are expected to report to work as soon as it is safe to do so.

In the event that school is canceled due to a weather event or unforeseen emergency, technology employees are expected to report as soon as it is safe to do so. A vacation day may be used in lieu of reporting, if the Director of Technology approves the employee's request.

Section 4. Vacation:

Subd. 1. Vacation will be front-loaded on the year, and awarded on July 1 as follows:

1. Vacation pay will be prorated for newly hired employees, based on hire date.
2. Technology employees who are in years one (1) through six (6) years will receive two (2) weeks of vacation.
3. In years seven (7) through twelve (12) of consecutive employment, the technology employee shall be granted three (3) weeks of vacation.
4. In years thirteen (13) and beyond, the technology employee shall be granted four (4) weeks of vacation.

Subd. 2. Application for vacation is to be done in a reasonable time. Vacations of one (1) or two (2) days will be scheduled with a minimum of three (3) day notice. Vacations of three (3) days and longer require a minimum of two (2) weeks notice prior to the desired vacation, submitted to the Director of Technology for approval. The Director of Technology reserves the right to deny a vacation request.

Subd. 3. No vacation will be taken three (3) weeks prior to the start of the school year and two (2) weeks following the close of the school year.

Subd. 4. Accrued vacation days must be taken within six (6) months after the year it was earned.

Subd. 5. All earned vacation days not taken will be paid out upon retirement or resignation. Vacation leave will be prorated for retirement or resignation mid-year and any vacation leave taken beyond the prorated amount of leave will be deducted from the employee's final paycheck. With proper notice of resignation or retirement, vacation leave, earned but not taken will be paid out upon separation.

Section 5. Holidays: Technology employees shall be entitled to twelve (12) paid holidays each contract year as designated by the School Board; Independence Day, Labor Day, Thanksgiving Day and the Friday after, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Good Friday, Presidents Day, Memorial Day, and Juneteenth. When a holiday falls on a Saturday or Sunday, the preceding Friday or the following Monday will be considered a holiday. The Superintendent or designee will establish the holiday in this case.

Section 6. Job Postings: New or vacated positions will be posted for five (5) days. All interested parties should send a letter of interest to Human Resources.

Leading candidates will be called in for an interview by the Superintendent or designee. The Superintendent or designee will select the most qualified candidate.

All candidates interviewed will be notified within ten (10) working days of the decision of the Superintendent or designee.

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 their 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 their 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: 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:

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. Probation: All newly employed full-time technology support employees classified as hourly employees shall be on probation for a period of 120 working days. New employees in the Technology Coordinator position shall be on probation one (1) full year. 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.

Section 2. Dismissal: 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 3. 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 per individual position classifications, i.e. Desktop Support Specialist I and II, Information System Support staff and the Technology Coordinator.

Two (2) weeks' notice shall be given an employee who is to be laid off.

ARTICLE XIII RETIREMENT AND RESIGNATION

Section 1. Notice: Two (2) weeks of notice shall be required of an employee wishing to resign in good standing.

Section 2. Vacation: If proper notice is given for resignation or retirement, accrued vacation will be paid out. Excessive vacation (not to exceed one-week) cannot be guaranteed in the final month of employment.

Section 3. Retiree Insurance Benefits: Retiring technology support employees hired prior to July 1, 2005, 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, who have at least ten (10) years of service in the School District and who are at least age 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.

Employees hired after 2005 shall be eligible for an HRA beginning in year eleven (11) of service. In years eleven (11) to twenty (20), \$2,500 will be deposited annually (July 15 of the following year) into an HRA account.

ARTICLE XIV DEFERRED MATCHING CONTRIBUTION PLAN

Section 1. Eligibility: Any technology employee who has completed five (5) years of service with the School District 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.

Section 2. Technology Employee Match: The School District will make the foregoing matching contribution to only those employees choosing to participate in an approved 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 two percent (2%) of gross wages. The employee may contribute any dollar amount up to or in excess of the maximum yearly School District match, but the annual limit on the amount an individual employee may

contribute to their match account shall be governed by the applicable sections of the Internal Revenue Code and the regulations promulgated thereunder. 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, eligible employees shall declare their intent to participate in the matching deferred compensation plan by submitting a signed payroll reduction form to the payroll office. The plan year shall be from July 1st to the following June 30th. The payroll reduction form shall be binding until a new Intent to Participate form is submitted. The employee is solely responsible for filing the payroll reduction 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 Service*: 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 that 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 DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2024 through June 30, 2026 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, 2026, 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
Wages / Salary 2024-25 School Year**

Position Classification	Step 1	Step 2	Step 3
AV Technician	\$ 25.66	\$ 26.23	\$ 26.80
Level 1 Desktop 1	\$ 25.66	\$ 26.23	\$ 26.80
Level 2 Desktop 2	\$ 27.97	\$ 28.53	\$ 29.10
Information System Support Staff	\$ 30.48	\$ 31.04	\$ 31.61
Technology Coordinator	\$ 89,951	\$ 91,125	\$ 92,298

**Appendix B
Wages / Salary 2025-26 School Year**

Position Classification	Step 1	Step 2	Step 3
AV Technician	\$ 26.69	\$ 27.28	\$ 27.87
Level 1 Desktop 1	\$ 26.69	\$ 27.28	\$ 27.87
Level 2 Desktop 2	\$ 29.09	\$ 29.67	\$ 30.26
Information System Support Staff	\$ 31.70	\$ 32.28	\$ 32.87
Technology Coordinator	\$ 93,549	\$ 94,770	\$ 95,990

**Appendix C
Longevity**

Longevity Differential (per hour)	
5 - 9 years	\$0.45
10 - 14 years	\$0.55
15 - 19 years	\$0.65
20 - 24 years	\$0.75
25+ years	\$0.85

SIGNATURES

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

**FOR:
TECHNOLOGY SUPPORT EMPLOYEES**

12/05/2024 15:14:58

Michael Danielson

Mike Danielson
Lead Negotiator, Technology Support Employees

12/06/2024 09:01:24

Sara Nyhus

Sara Nyhus
SEIU Local 284 Field Representative

**FOR:
INDEPENDENT SCHOOL DISTRICT 882**

12/06/2024 10:56:19

Kathryn E. Ziebarth

Kathy Ziebarth
Chair, Board of Education

12/06/2024 19:10:26

Melissa Curtis

Melissa Curtis
Clerk, Board of Education

**MEMORANDUM OF AGREEMENT
TECHNOLOGY EMPLOYEE NON-DUTY DAYS**

SEIU Local 284 and Independent School District 882 (the Parties) enter into the following Memorandum of Agreement with regards to the vacation and non-duty days for two technology support employees hired initially on individual contracts.

The Parties agree that the two employees hired prior to the SEIU agreement for the 2020-2022 school years will be grandfathered into additional non-duty days in place of vacation days until the new Agreement catches up with the current vacation days allocated and agreed to in individual contracts for these employees.

The School Board agrees to allow up to 10 non-duty days for Mr. Anthony Reber and Mr. Steven Wilson through year 6 of continuous employment with the district. The School Board agrees to allow up to 5 non-duty days for Mr. Reber and Mr. Wilson for years 7 through 12 of continuous employment with the district.

The dates of the non-duty days will be determined and approved by the Superintendent or designee during slow work times i.e. July 4th week in the summer, winter or spring break etc.

This agreement is extended to the two qualifying individuals, Mr. Anthony Reber and Mr. Steven Wilson only. This is a one-time offer that will expire for each individual after 12 continuous years of employment with the district. This Memorandum of Agreement is unique and not precedent setting.

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

**FOR:
TECHNOLOGY SUPPORT EMPLOYEES**

**FOR:
INDEPENDENT SCHOOL DISTRICT 882**

12/05/2024 15:14:58

12/06/2024 10:56:19

Michael Danielson

Kathryn E. Ziebarth

Mike Danielson
Lead Negotiator, Technology Support Employees

Kathy Ziebarth
Chair, Board of Education

12/06/2024 09:01:24

12/06/2024 19:10:26

Sara Nyhus

Melissa Curtis

Sara Nyhus
SEIU Local 284 Field Representative

Melissa Curtis
Clerk, Board of Education

**MEMORANDUM OF AGREEMENT
LONGEVITY COMPENSATION**

The School Board of Independent School District No. 882, Monticello, Minnesota ("District"), enters into this Memorandum of Agreement with the Monticello Technology Support Employees ("Union").

The District and the Union agree as follows:

WHEREAS, the District and the Union are parties to a collective bargaining agreement ("CBA") governing the negotiated terms and conditions of Longevity compensation (Appendix C);

WHEREAS, the District and the Union have agreed during the negotiations of the 2024-26 CBA to modify the rates of Longevity compensation (Appendix C);

WHEREAS, the District employs Michael Danielson ("Danielson") and Danielson is a member of the Union's bargaining unit;

WHEREAS, Danielson's Longevity compensation (Appendix C) under the 2022-24 CBA amounts to a sum that is larger than the modified Longevity compensation rate established by the District and the Union within Appendix C of the 2024-26 CBA;

WHEREAS, the District and the Union agree to hold Danielson harmless;

NOW, THEREFORE, the Union and the District agree as follows:

1. Upon the ratification of this MoA by all parties as evidenced by their signatures, Danielson's Longevity compensation will remain at \$2,000 annually.
2. Unless terminated earlier as provided by law, this MoA shall remain in place until such time as a successor CBA is ratified in which the Longevity compensation (Appendix C) due Danielson meets or exceeds \$2,000 annually or until such time as Danielson's employment with the District is severed. At the conclusion of its term, neither party shall have any further claim against the other.
3. This MoA shall not be grievable and shall not be subject to Art. X ("Grievance Procedure") of the CBA.
4. If any provision of this MoA is held to be invalid by operation of law, the remainder of the MoA shall not be affected thereby and shall remain in full force and effect.
5. Nothing in this MoA shall be deemed to establish a precedent or practice or to alter any established precedent or practice arising out of or relating to the CBA between the District and the Union. No party may submit this MoA in any proceeding as evidence of a precedent or practice.

6. This MoA constitutes the entire agreement between the parties related to this matter. Neither party has relied on any statements or promises that are not set forth in this document. The MoA controls to the extent that it conflicts with the CBA. No changes in this MoA are valid unless they are in writing and signed by all parties.

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

**FOR:
TECHNOLOGY SUPPORT EMPLOYEES**

12/05/2024 15:14:58

Michael Danielson

Mike Danielson
Lead Negotiator, Technology Support Employees

**FOR:
INDEPENDENT SCHOOL DISTRICT 882**

12/06/2024 10:56:19

Kathryn E. Ziebarth

Kathy Ziebarth
Chair, Board of Education

12/06/2024 09:01:24

Sara Nyhus

Sara Nyhus
SEIU Local 284 Field Representative

12/06/2024 19:10:26

Melissa Curtis

Melissa Curtis
Clerk, Board of Education