

CONFIDENTIAL ADMINISTRATIVE ASSISTANTS' AGREEMENT

Independent School District 318

2023-2025

**ARTICLE I
PURPOSE****Parties**

This Agreement is entered into between the School Board of Independent School District No. 318, Grand Rapids, Minnesota, hereinafter referred to as the School Board, and the Confidential Administrative Assistants' Group. Pursuant to and in compliance with M.S. 179.6 and 179A.06, the Public Employment Labor Relations Act, hereinafter referred to as P.E.L.R.A., the terms and conditions of employment for Confidential Administrative Assistants for the duration of this Agreement are specified herein.

**ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE****Recognition**

In accordance with P.E.L.R.A., the School Board recognizes the Confidential Administrative Assistants' Group as the Exclusive Representative of all Confidential Administrative Assistants employed by the School Board of Independent School District No. 318, which Exclusive Representative shall have those rights and duties as prescribed by P.E.L.R.A. and as described in the provisions of this Agreement.

**ARTICLE III
DEFINITIONS****I. Terms and Conditions of Employment**

"Terms and conditions of employment" means the hours of employment, the compensation therefore, including fringe benefits, except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees. The terms and conditions of employment above are subject to the provisions of M.S. 179A.06 regarding the rights of public employers and the scope of negotiations.

II. Confidential Administrative Assistants:

Confidential Administrative Assistants shall mean all persons covered by M.S. 179A.03, Subdivision 4, and who are employed by the School Board, but shall not include any employee who is covered by another agreement, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of 14 hours per week or 35 percent of the normal work week of this bargaining unit, or employees who hold positions of a temporary or seasonal nature for a period not in excess of 100 working days in any calendar year, or emergency employees.

III. Other Terms

Terms not defined in this agreement shall have those meanings as defined by P.E.L.R.A.

**ARTICLE IV
SCHOOL BOARD RIGHTS****I. Inherent Managerial Rights**

The Exclusive Representative recognizes that the School Board is not required to meet and negotiate on matters of inherent managerial policy which include, but are not limited to, such areas of discretion or policy as the function and programs of the employer; its overall budget; utilization of technology; the organizational structure; and selection, direction and number of personnel.

II. Management Responsibilities

The Exclusive Representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

III. Effect of Laws, Rules and Regulations

The Exclusive Representative recognizes that all employees covered by this Agreement shall perform the administrative assistant and non-administrative assistant services prescribed by the School Board and 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.

In addition, the Exclusive Representative recognizes that the School Board, all employees covered by this agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, federal laws, rules and regulations of the State Board of Education, and valid rules, regulations, and orders of state and federal governmental agencies. Any provisions 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.

IV. Reservation of Managerial Rights

The foregoing enumeration of Board rights and duties shall not be deemed to exclude other inherent managerial rights and management functions not expressly delegated in this Agreement which are reserved to the School Board.

ARTICLE V CONFIDENTIAL ADMINISTRATIVE ASSISTANTS' RIGHTS

I. Right to View

Nothing contained in this Agreement shall be construed to limit or affect the right of a covered employee to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensations 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; nor shall it be construed to require covered employees to perform labor or services against their will.

II. Right to Join

Covered employees shall have the right to form and join such organizations and shall have the right not to form and join such organizations. Employees in this 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 such employees with the School Board of such unit.

III. Seniority

Seniority shall mean the amount of full-time continuous service as a member of the Confidential Bargaining Unit of the District.

IV. Loss of Student Population, Lack of Funds, Discontinuance of Position or Merger of Schools

A. Reductions/Terminations

Reduction and terminations in the Confidential Administrative Assistant staff shall be based solely upon impersonal factors to be determined by the Superintendent and approved by the School Board. A change in immediate supervisors shall be deemed to be a personal factor and shall not be grounds for a change in the Confidential Administrative Assistant staff. However, if there is a change in the duties and responsibilities of that office, the District reserves the right to change the respective Confidential Administrative Assistant's status.

B. Management Rights

All reductions or terminations in the Confidential Administrative Assistant staff shall be made on a per position basis. The School Board may abolish a position, increase, decrease or alter the work hours of a position or change the duties and responsibilities of a position.

C. Unrequested Leave

1. If a position is abolished, a written notice will be submitted by the supervisor of the affected Confidential Administrative Assistant to the superintendent's office identifying the affected Confidential Administrative Assistant being placed on unrequested leave. Said notice must contain the employee's mailing address and must be submitted within 30 days after employment terminates. It shall be the employee's responsibility to notify the Superintendent of any change in mailing address.
2. A Confidential Administrative Assistant placed on unrequested leave shall:

- (a.) Be allowed to accept employment in any position outside the District and accept half time or less employment within the District without jeopardizing re-employment rights
 - (b.) Be allowed to receive unemployment compensation if eligible under the statutes
 - (c.) Be allowed to remain covered under the District's group health plan for a period specified by law and to exercise certain conversion rights thereafter providing all such costs are paid by the employee
 - (d.) Be allowed to continue life insurance, for a period specified by law, and to exercise certain conversion rights thereafter providing all such costs are paid by the employee
 - (e.) Upon re-employment, receive full credit for the years of service rendered to the District immediately prior to the unrequested leave
 - (f.) Receive vacancy notices and re-employment rights as specified in paragraph 4 below
3. A Confidential Administrative Assistant placed on unrequested leave cannot bump a less senior or lower classified employee in this or any other employee group within the District.
 4. Vacancy Notices and Re-Employment Rights
 - (a.) A Confidential Administrative Assistant placed on unrequested leave shall receive written notices of all secretarial and clerical vacancies which occur in the District during their unrequested leave period. Said notices shall be mailed on the date each vacancy is posted and applications must be submitted within 7 days thereafter. Failure to submit a timely application shall constitute a waiver of employment rights to the respective position.
 - (b.) Confidential Administrative Assistants who apply and qualify for a posted position shall receive preference over equally qualified non-district applicants and equally qualified less senior District applicants.
 5. An unrequested leave of absence and all rights inherent therein shall automatically terminate upon accepting appointment to a posted position or upon the second anniversary date of the unrequested leave, whichever occurs first.

D. Reduction in Work Hours

If the scheduled work hours of a Confidential Administrative Assistant are reduced to less than 35 hours per week or less than 1,820 hours per year, that affected Confidential Administrative Assistant shall have the right to be placed upon unrequested leave per paragraph C.

E. Changes in Duties

1. If the confidentiality aspects of a covered position are eliminated by a change in duties, the position shall be assigned to the secretarial organization and classified pursuant to the terms of said agreement.
2. If there are significant changes in the duties of a covered position but the confidential aspects are maintained, any reclassification of the position shall be resolved by negotiation.

ARTICLE VI BASIC SCHEDULES AND RATES OF PAY

I. Salary Schedule

The salaries reflected in Schedule A, attached hereto, shall be a part of this Agreement for the 2023-2024 and 2024-2025 school years.

II. Vacancies, Transfers, and Promotions

All Confidential Administrative Assistant job vacancies will be posted within the District and in the Central Office at least 7 working days prior to being filled.

III. Salary Increases

Salary increases shall be based upon and subject to satisfactory work performance as indicated by the immediate supervisor. The School Board reserves the right to withhold raises when work is substandard.

IV. Basic Schedules and Rates of Pay

Confidential Administrative Assistants employed prior to February 1st shall be entitled to receive an increment raise for the following year.

V. Education Increment

The District promotes self-improvement and places a high value on education. Confidential Administrative Assistants are encouraged to participate in self-improvement and educational programs and shall be granted the flexibility to do so.

An education increment of \$500 will be paid to each Confidential Administrative Assistant who holds a Baccalaureate Degree. Payment for the degree will be paid in the fiscal year following the year in which the employee receives the degree.

Education Increments will in no way be a factor in future year negotiations.

VI. Previous Experience

The starting salary for a new Confidential Administrative Assistant is to be set by the Superintendent and may begin at Step 1 or Step 2, based upon the new employee's experience and qualifications. Confidential Administrative Assistants previously employed in an equal capacity who return to the District within 2 years after leaving will be allowed their prior level of experience and fringe benefits.

VII. Movement Between Classifications

- A. When an employee is promoted from one classification to another or when an employee's job is placed in a higher classification, the employee shall be moved laterally onto the same step in the new classification and receive that higher rate of pay.
- B. When an employee is involuntarily demoted from one classification to another within Schedule A, the employee shall be moved laterally on the same step in the lower classification without loss of pay. However, no further salary increases will be allowed until the salary at the next highest step on the employee's new classification is more than the employee's carry-over salary level.
- C. When an employee voluntarily moves to a lower classification, the employee shall be moved laterally onto the same step in the lower classification and be paid at that lower rate of pay.

VIII. Changing a Job's Classification

An existing job's classification may only be changed by mutual agreement between the Confidential Administrative Assistants' Exclusive representative and the Superintendent's office.

ARTICLE VII GROUP INSURANCE

I. Health and Hospitalization Insurance

A. Family and Single Coverage

District contributions for Confidential Administrative Assistants' medical insurance for all full-time employees who qualify for and are enrolled in the school district group health and hospitalization plan shall be as follows: The District shall contribute 100% of the premium cost for each single coverage subscriber and 90% of the premium cost for each family coverage subscriber, except that at no time shall the District be responsible for contributions toward the cost of any such premium in an amount exceeding 100% of the cost of such premium during the immediately preceding year. Premium costs beyond the contribution of the District shall be borne by the subscriber. "Full-time employment" shall be defined as working 30 hours per week for a minimum of 38 weeks in a fiscal year.

- B. New employees must make individual application for such insurance within 31 days of their employment by the District. Application for insurance after the 31-day period will be accepted during annual open enrollment or as listed under special enrollment period in our health insurance summary plan document.

- C. Any changes between individual and family coverage must be applied for in writing by the individual employee.
- D. Employees whose services have been terminated are entitled to coverage under this policy for a period specified by COBRA providing the terminated employee assumes the full cost of the premiums.
- E. **Surviving Spouse Allowed to Remain in Medical Insurance Group:**
After the death of a retired member, the surviving spouse, if covered by District group medical insurance at the time of the member's death, may remain in the group by bearing the entire cost of the appropriate premium.
- F. **Plan:** *This section applies to active employees on and after 10/1/23, and those retiring on or after 10/1/23.*

The health insurance plan is a high deductible health plan with a Health Savings Account (HSA). The single plan will have the minimum required deductible to offer an embedded deductible plan, currently 3,000 per year. The family deductible will be double the single deductible, currently 6,000 per year. A HSA will be included in the plan. Each year the District will contribute funds into an active policyholder's HSA that equals 50% of the deductible for each single and family plan.

The Internal Revenue Service (IRS) requires that the minimum statutory deductibles for plans with HSAs be indexed for inflation. To remain compliant with IRS rules and offering an embedded deductible plan, the yearly deductibles will increase in future years. Increases will be the minimum required on a single plan to offer an embedded deductible, and family deductibles will be double the single.

HSA contributions will be prorated for partial years of service. HSA contributions will not be made for an employee on the Districts retiree insurance.

In the event the District decides to change the medical plan year and a shortened medical plan year is needed to implement the new plan year, the District will contribute the full year's HSA contribution for the partial year.

- G. **Married Couple Premium Calculation:** If a Confidential Administrative Assistant is married to another district employee, the following will apply to calculating the district portion of the premium(s). The two employees may choose either of the following:
- Each takes a single plan. No change will be made to calculating the district cost of premiums/ the district will contribute the single district portion of the premium for each employee according to their applicable contract.
 - The employees may choose to have one family plan. If a family plan is selected, the district will pay the contractual district portion of the premium for the policyholder. The non-policyholder spouse will be eligible for district paid premiums up to the single district portion of the premium for their applicable contract. The district will never pay more than the full cost of the family premium.
- H. **Retirees on High Deductible Health Plan (HDHP):** An active employee who is eligible for retirement, qualifies for retiree health benefits, and retires prior to 6/30/2030 on the High Deductible Health Plan, would be eligible for the following contributions into a Health Care Savings Plan. Contributions will be prorated for employees who are less than full time. In order to be eligible for this payment, the employee must provide notification of retirement to the district at least two months prior to retirement:
- 2023-24 — \$14,000
 - 2024-25 — \$12,000
 - 2025-26 — \$10,000
 - 2026-27 — \$8,000
 - 2027-28 — \$6,000
 - 2028-29 — \$4,000
 - 2029-30 — \$2,000

I. Health Care Savings Plan: Beginning July 1, 2023, Confidential Administrative Assistants will receive district contributions into a health care savings plan in the following manner:

The district will contribute \$1,000 annually (pro-rated based on 1.0 FTE) to the Minnesota State Retirement System (MSRS) Health Care Savings Plan (HCSP) account for the employee. This contribution will continue annually for the duration of active employment as a Confidential Administrative Assistant in ISD #318.

II. Income Protection Insurance

The District's group income protection plan is available to all full-time employees. Full-time employment shall be defined as working 30 hours per week for a minimum of 38 weeks in a fiscal year. Acceptance of the plan is voluntary on the part of each employee. The School Board shall contribute the entire income protection premium for each covered employee. No additional compensation will be paid to those who choose not to accept the plan.

III. Life Insurance

The District will provide a \$50,000 term life insurance policy for all full-time employees. Full-time employment shall be defined as working 30 hours per week for a minimum of 38 weeks in a fiscal year. Coverage beyond the \$50,000 level is available, but the excess coverage must be paid for in full by the employee via payroll deduction. Life insurance amounts will follow the parameters set in the life insurance policy, i.e. Working past the age of 70 may see a reduction in the life insurance value.

IV. Retired Employees

Employees retiring prior to July 1, 2002

The School Board shall contribute \$395.00 per month toward the premium for family and up to \$275 per month toward single coverage for retired employees who meet the qualifications listed in parts A, B, and C below. No additional compensation will be paid to the retiree if the premium is less than those contributions listed above. Any additional cost of the premium shall be borne by the retiree.

Employees retiring after July 1, 2002 who were hired prior to July 1, 2007

For Confidential Administrative Assistants who retire after July 1, 2002, District contributions for retiree's medical insurance who qualify for and are enrolled in the school district group health and hospitalization plan shall be as follows: The District shall contribute 100% of the premium cost for each single coverage subscriber and 90% of the premium cost for each family coverage subscriber, except that at no time shall the District be responsible for contributions toward the cost of any such premium in an amount exceeding 100% of the cost of such premium during the immediately preceding year. Premium costs beyond the contribution of the District shall be borne by the subscriber.

- A. The employee must have served the District for at least 15 years, effective July 1, 2005.
- B. The retiree must be a member or a dependent in the District's health and hospital insurance plan immediately preceding retirement. Retirees who are eligible for Medicare (parts A and B) must be enrolled in both Medicare (parts A and B) in order to be eligible for continuation in the health plan.
- C. The retiree must be at least age 50 unless due to medical reasons.

**ARTICLE VIII
LEAVE AUTHORIZATION**

I. Leave of Absence

- A. The granting of a leave of absence is based upon the nature of each individual request. Requests for leaves of absence must be submitted to the Superintendent's office. Granting of leaves of absence may depend upon the purpose of the leave and the ability to fill the position vacated.
- B. A year of experience on the salary schedule will not be given to an employee on a leave of absence.
- C. An employee on full-time leave of absence shall be eligible for fringe benefits during the leave period at his/her own expense.

- D. Prior to, during, and upon returning from a leave of absence, the employee may request and receive information concerning their position in the District. An attempt will be made to place the employee in the same position.
- E. A Confidential Administrative Assistant preparing to return from a leave of absence shall give one month's notice to the Superintendent's office prior to her return.

II. Sick Leave:

- A. Sick leave covers all employees under this Agreement.
- B. Sick leave with pay is allowed for an employee's personal illness or illness in his immediate family, which is defined as spouse, child, spouse's child, mother, father, spouse's parent, sibling, grandparent, or grandchild.
- C. Sick leave is determined as follows: One day per calendar month.
- D. Sick leave shall accumulate without limitation. Sick leave available for the entire year shall be available on the effective date of the contract. Sick leave which has not been earned over the contractual period will be deducted from an employee's next pay period.
- E. Sick leave cannot be taken in lieu of any other leave.
- F. The School Board may require an employee to furnish a medical statement from a qualified physician certifying that such absence was due to an illness or injury in order to qualify for paid absence pay. However, the final determination as to the eligibility of an employee for paid absence pay is reserved for the School Board.
- G. In the event a medical certificate is required, the employee will be so advised.
- H. All authorized paid absences shall be deducted from the accrued paid absence days earned by the employee.
- I. Sick leave shall be processed only upon submission of a signed and approved request form.

III. Child Care Leave

- A. A child care leave may be granted by the District subject to the provisions of this section. Child care leave without salary or fringe benefits may be granted because of the need to prepare for and provide parental care for a child or children of the Confidential Administrative Assistant for an extended period of time, providing such parent is caring for the child on a full-time basis.
- B. A Confidential Administrative Assistant making application for child care leave shall inform the Superintendent in writing of the intention to take a leave at least 2 calendar months before commencement of the intended leave. The Confidential Administrative Assistant and the Superintendent will discuss the several possible dates for the beginning of the child care leave to consider and select the date which best serves the needs of the Confidential Administrative Assistant and the District. If the request for child care leave is due to pregnancy, the Confidential Administrative Assistant will also provide a statement from her physician indicating the expected date of disability.
- C. When the child care leave is occasioned by pregnancy, a Confidential Administrative Assistant may utilize paid absence leave pursuant to the paid absence leave provisions of this Agreement during a period of disability. However, a Confidential Administrative Assistant shall not be eligible for paid absence leave during the period of time covered by a child care leave. (This may be altered in case of complications through a conference between the physician, Confidential Administrative Assistant, and administration.) If requested by the pregnant Confidential Administrative Assistant, the beginning of the child care leave may be scheduled after the medical disability associated with the birth.
- D. The District may adjust the proposed ending date of a child care leave to coincide with some natural break in the school year.

- E. The District shall not be required to permit a Confidential Administrative Assistant to return to employment prior to the agreed upon return date unless mutually agreed to by the District and the Confidential Administrative Assistant, and shall not, in any event, be required to grant any leave more than twelve months' duration.
- F. A Confidential Administrative Assistant returning from child care leave shall be reinstated to her former position or one of like status and pay.
- G. Failure of the Confidential Administrative Assistant to return pursuant to the date determined under this section shall constitute grounds for termination unless the District and the Confidential Administrative Assistant mutually agree to an extension in the leave.
- H. A Confidential Administrative Assistant who returns from child care leave within the provisions of this section shall regain all seniority, salary, and fringe benefits when she returns to work which she had acquired prior to taking child care leave.
- I. A Confidential Administrative Assistant 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 a Confidential Administrative Assistant wishes to retain, commencing with the beginning of the child care leave. The right to continue participating in such group insurance programs, however, will terminate in accordance with Article VII, Section I E, if the Confidential Administrative Assistant does not return to the District pursuant to this section.

IV. Dependent Care Leave

A Confidential Administrative Assistant may be granted an unpaid dependent care leave at the sole discretion of the Superintendent or designee for the purpose of providing home medical care or care to a hospitalized critically ill son, daughter, spouse, or parent. Such leave shall not exceed a period of 6 months. During an approved leave, should the ill son, daughter, spouse, or parent no longer require home medical care, the employee would be required to report back to work. A written leave request must be submitted and shall include:

- A. A description of the need for the leave
- B. Expected length of time needed for the leave
- C. Physician's statement attesting the need and level of care required or to be provided. A Confidential Administrative Assistant shall provide the District with sufficient notice of his/her intent to return to work prior to the expiration date of the leave.

V. Health Leave

- A. A Confidential Administrative Assistant may be granted a leave of absence for health reasons. Requests shall be submitted in advance of the leave and shall be accompanied by a recommendation from a physician competent in the field. All paid absence days and earned vacation days will be used before health leave is granted.
- B. All requests for health leave must be submitted in writing to the immediate supervisor and Superintendent of Schools. The request shall indicate the proposed commencement and termination dates.
- C. Health leaves shall be without pay and shall not exceed twelve months.
 - 1. The Confidential Administrative Assistant shall be returned to his/her same position.
 - 2. Health leaves which do not exceed 90 working days shall not constitute a break in the continued employment status of the Confidential Administrative Assistant.
 - 3. If the absence extends beyond one year, the return to employment shall be governed by the discretion of the Superintendent.

VI. Vacation

A Confidential Administrative Assistant will earn vacation days according to the following schedule. The full number of vacation days will be available to the Confidential Administrative Assistant at the beginning of the fiscal year in which the employee reaches the listed year of service. A year of service is any fiscal year in

which the Confidential Administrative Assistant was certified prior to February 1 and completed the current school year. Placement on the vacation schedule will include prior years of service in the School District.

<u>Year of Service in District:</u>		
1 st to 9 th	15	vacation days per work year
10 th to 18 th	20	vacation days per work year
19 th and after	25	vacation days per work year

- A. All vacation days are to be approved in advance by the Superintendent or designee.
- B. Vacation earned will be by fiscal years. Vacation accrual will be credited to the employee's vacation balance monthly.
- C. Employees can carry over 30 days of vacation into the next fiscal year. Employees may submit for up to 5 days of available vacation for pay at a per diem rate each year. The 5 day maximum payment limit or 30 day accumulation limit may be exceeded with the written approval of the Superintendent for unusual or emergency circumstances.
- D. Any employee who leaves the employment of the School District shall be paid for any unused vacation days on record.
- E. Accumulated vacation benefits of deceased employees will be paid to their designated beneficiary.

VII. Holidays

In addition to vacation days, covered employees shall be allowed the following paid holidays:

- A. Labor Day
- B. Thanksgiving Day
- C. Christmas Eve and Christmas Day
- D. New Year's Day
- E. Martin Luther King Jr. Day when school is not in session
- F. Good Friday
- G. Memorial Day
- H. Juneteenth
- I. Fourth of July
- J. President's Holiday--(when school is not in session) or a day to be determined by the Exclusive Representative and the Superintendent.
- K. The day after Thanksgiving--(when school is not in session) or a day in lieu thereof, to be determined by the Exclusive Representative and the Superintendent.
- L. Easter Monday--(when school is not in session) or a day in lieu thereof, to be determined by the Exclusive Representative and the Superintendent.
- M. One floating holiday will be allowed each fiscal year (July 1 - June 30) at the individual employee's option.

Legal holidays falling on Saturday or Sunday will be observed on Friday or Monday as specified by Minnesota State Law, M.S. 645.44.

VIII. Bereavement Leave

- A. Up to 5 days of leave is allowed for the death of a relative as follows: Spouse, child, spouse's child, sibling, parent, grandparent, spouse's parent, spouse's sibling, spouse's grandparent, and grandchild.
- B. The number of funeral days to be allowed shall be determined by the Superintendent on a case-by-case basis depending upon distance-related factors.
- C. Requests for funeral leave for persons other than those cited above will be considered by the Superintendent on the merits of each individual case.

IX. Court Duty

Jury Duty: An employee serving on jury duty will be paid an amount which, together with stipend received for jury duty, will be equal to said employee's regular wage in accordance with State law.

Court Duty in relation to position with School District: An employee appearing in court under subpoena relating to their employment with the school district will be paid an amount which, together with salary received for witness fees, will be equal to said employee's regular wage.

Court Duty for non-district purpose: An employee, when subpoenaed as a witness, defendant, or plaintiff, shall be granted a day of emergency leave, if annual emergency day is available, without loss of pay. Time beyond available emergency leave will result in either the use of paid personal leave (if available) or an approved absence without pay.

Court Duty in relation to litigation between employee and the District: If the employee's absence is caused by litigation between the employee and the District, the absence will result in an approved absence without pay.

X. Minnesota Deferred Compensation Plan

1. Subject to Minnesota Rules 352.965 and 356.24
2. The District will match a Confidential Administrative Assistant's contribution into chosen retirement plan up to \$1,500.00 per year. A Confidential Administrative Assistant may contribute up to the yearly limit set by the above Minnesota rules.
3. The District will pay its share of FICA and TRA as provided by the Minnesota Deferred Compensation Plan.

**ARTICLE IX
HOURS OF SERVICE**

I. Work Hours

- A. All covered employees shall have a normal work day of 7.5 hours (Monday – Friday) exclusive of a lunch period while school is in session.
- B. All covered employees shall have a normal work day of 7 hours, excluding their lunch period, during the summer recess.
- C. The normal work week shall be 37.5 hours during the school year and 35 hours during the summer months.

II. Office Hours

Time schedules for opening and closing the central offices shall be determined by the Superintendent.

III. Emergency Closings

When school is closed due to an emergency, employees who are dismissed early or who are unable to report to work will not be required to make up the lost time.

IV. Strikes or Work Stoppages

In the event there is a strike or work stoppage by other District employees, employees in this unit shall remain on duty to assist their immediate supervisors.

In no event will the compensation for employees in this unit be reduced or suspended due to a strike or work stoppage by other District employees.

**ARTICLE X
SUSPENSION AND REMOVAL**

I. Probationary Period

Every new Confidential Administrative Assistant shall serve a probationary period of 180 working days during which period the School District shall have the unqualified right to discharge such employee without stating the reason therefore and without recourse to the grievance procedure. An employee promoted or transferred to a new position shall also be on probation for 180 calendar days, during which period the School District shall have the right to return the employee to his/her previous position, which right shall not be subject to the grievance procedure. The above probationary period provisions solely relate to an employee's retention status in the new position and not to salary.

II. Causes

All covered employees shall be subject to suspension and discharge for cause pursuant to the due process statutes. Causes for suspension or discharge are as follows:

- A. Stealing
- B. Use of intoxicating beverages while on duty or being intoxicated while on duty
- C. Insubordination to be determined by the School Board and the employee's grievance committee
- D. Incompetent or unsatisfactory performance
- E. Abuse of paid absence privileges

ARTICLE XI GRIEVANCE PROCEDURES

I. Definitions

A. Grievance

Grievance shall be construed to mean any dispute arising between the School District and one or more of its Confidential Administrative Assistant employees as to the interpretation or application of any term or terms of this Agreement. Said allegation must be filed within thirty (30) days after the incident to be a grievance.

B. Days

Reference to days regarding time periods shall refer to working days. A working day is defined as all week days not designated as holidays by State law.

C. 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.

D. Postmark

The filing or serving of any notice or document herein shall be timely if it is sent by certified or registered mail and such mail bears a postmark within the time period.

E. Decisions

Failure by the administrator or the School Board to render a written decision within the time limit automatically moves the grievance to the next step.

F. Time Limits

Failure by the grievant to adhere to the time limits constitutes a forfeiture of the grievance.

G. Resolution

Except after the initial informal meeting, any resolution of grievance shall be in writing and signed by both parties.

H. Exclusive Representative

Exclusive Representative in this procedure shall mean a 3-member grievance committee appointed by and/or resource persons retained by the Exclusive Representative of the Confidential Administrative Assistant.

II. Procedures--Group or Individuals

- A. Within 10 days of becoming aware of the grievance, meet on an informal basis with the immediate supervisor and try to resolve the matter.

- B. If the matter is not resolved within 5 days after the meeting, file the grievance in writing with the immediate supervisor who will within 5 days submit a decision in writing to the employee. Copies of this decision will be sent at the same time to the Superintendent's office and the Exclusive Representative.
- C. Within 5 days of the receipt of the written decision, the Exclusive Representative may present the grievance in writing to the Superintendent's office. Within 5 days of the receipt of the grievance the Superintendent or his/her representative shall meet with the Exclusive Representative and attempt to resolve the grievance. If the grievance is not resolved within 5 days of this meeting, the Superintendent's office will submit a decision in writing to the Exclusive Representative.
- D. Within 5 days of the receipt of the written decision from the Superintendent's office, the Exclusive Representative may submit an unresolved grievance to the School Board Chairperson or Clerk.
- E. Within 7 days after receipt of the grievance, the School Board or its designee shall meet with the Exclusive Representative and attempt to resolve the Grievance. If the Grievance is not resolved, the School Board has 10 days from this meeting to submit a written decision to the Exclusive Representative.
- F. Within 7 days after receipt of the School Board's written decision, the Exclusive Representative may submit the grievance to final and binding arbitration.

III. Arbitration

The School Board or its designee and the Exclusive Representative shall have 10 days to select a mutually acceptable arbitrator to hear and decide the grievance. If the parties are unable to agree on an arbitrator, they shall request from the Director of the Bureau of Mediation Services, State of Minnesota, a list of five names. The parties shall alternately strike names from the list of five arbitrators until only one name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin.

The parties shall have no more than 10 days after receipt of the list of 5 names to select an arbitrator. Each party shall be responsible for equally compensating the arbitrator for his/her fee and necessary expenses. The arbitrator shall not have the power to add to, to subtract from, or to modify in any way the terms of the existing contract. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall have the power to make appropriate awards to compensate reimbursement, if any. The decision shall be issued to the parties by the arbitrator and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

ARTICLE XII DURATION

I. Duration

The Agreement shall remain in full force and effect for a period commencing on July 1, 2023, through June 30, 2025, and thereafter until modifications are made pursuant to the P.E.L.R.A. as amended in 1973. If either party desires to modify or amend this Agreement, it shall give written notice of such intent between March 1 and May 1, 2025. Unless otherwise mutually agreed, the parties shall not commence negotiations before April 1, 2025.

II. Effect

This Agreement constitutes the full and complete Agreement between the School Board and the Exclusive Representative representing the Confidential Administrative Assistants of the District. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District policies, rules, or regulations concerning terms and conditions of employment inconsistent with these provisions.

III. Finality

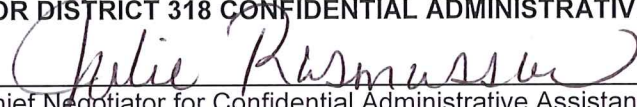
Any matters relating to the current contract term, whether or not referred to in this agreement, shall not be open for negotiation during the term of this agreement.

IV. 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 the Agreement or the application of any provision thereof.


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

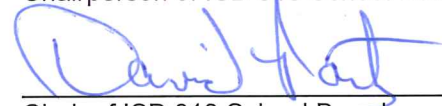
FOR DISTRICT 318 CONFIDENTIAL ADMINISTRATIVE ASSISTANTS' ORGANIZATION

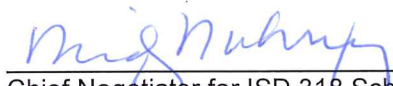

Chief Negotiator for Confidential Administrative Assistants

9/20/23
Date

FOR SCHOOL DISTRICT 318


Chairperson of ISD 318 School Board


Clerk of ISD 318 School Board


Chief Negotiator for ISD 318 School Board

Aug 21, 2023
Date

SCHEDULE A

	<u>Step</u>	<u>2023-24</u>	<u>2024-25</u>
CONFIDENTIAL ADMINISTRATIVE ASSISTANT			
Superintendent's Assistant	4	\$74,629	\$76,122
	3	\$70,898	\$72,316
	2	\$67,166	\$68,510
	1	\$63,435	\$64,704

Steps 3, 2 and 1 are calculated at 95%, 90%, and 85% (respectively) of step 4

A stipend of \$110 will be paid for Administrative Assistant support at a regular School Board meeting, a special Board meeting or a stand-alone School Board workshop that takes place after 4:00 pm. The total stipend amount will be \$130 if a School Board workshop and School Board meeting are scheduled on the same date concurrently. Stipend requests should be submitted for payment within the pay period of occurrence.

The starting salary for a new employee is to be set by the Superintendent and may begin at Step 1 or Step 2, based upon the new employee's experience and qualifications.

Longevity Clause

A career increment will be added to the salary of each Confidential Administrative Assistant using the following guidelines:

- A year of service is any fiscal year in which the Confidential Administrative Assistant was certified prior to February 1 and completed the current school year.
- Employees will receive the career increment at the beginning of the fiscal year in which the employee reaches the listed year of service.

<u>Year of Service:</u>	<u>Amount per year</u>
10 th to	\$3,100
16 th to 20 th	\$3,600
21 st to 25 th	\$4,100
26 th and after	\$4,600