

**Master Agreement**

**between**

**Independent School District No. 241  
Albert Lea, Minnesota**

**and the**

**Albert Lea Schools Executive Administrative Assistants Association**

**July 1, 2015, through June 30, 2017**

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**ARTICLE I  
PURPOSE**

This Agreement is entered into between Independent School District No. 241, Albert Lea, Minnesota, hereinafter referred to as the District or the School District , and the Albert Lea Schools Executive Administrative Assistants Association, hereinafter referred to as the exclusive representative, pursuant to and in compliance with the Minnesota Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as PELRA, to provide the terms and conditions of employment for executive administrative assistants for the duration of this Agreement.

**ARTICLE II  
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

**Section 1. Recognition:** In accordance with PELRA, the School District recognizes the Albert Lea Schools Executive Administrative Assistants Association as the exclusive representative for executive administrative assistants employed by the School District , which exclusive representative shall have those rights and duties as prescribed by PELRA and as described in this Agreement.

**Section 2. Appropriate Unit:** The exclusive representative shall represent all such employees of the School District as defined in ARTICLE III, Section 2. below and PELRA and in certification by the Commissioner of the Minnesota Bureau of Mediation Services (BMS).

**ARTICLE III  
DEFINITIONS**

**Section 1. Terms and Conditions of Employment:** The term, “terms and conditions of employment,” means the hours of employment, the compensation therefor including fringe benefits except retirement contributions or benefits other than School District payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the School District’s personnel policies affecting the working conditions of the employees. “Terms and conditions of employment” is subject to the provisions of PELRA.

**Section 2. Description of Appropriate Unit:** Employees included and covered by this Agreement shall be the executive administrative assistants to: Accounts Payable, Benefits, Payroll, Student Accounting, the Superintendent/School Board, Teaching & Learning/Human Resources, Human Resources Assistant/MARSS Data Specialist (hereinafter referred to as executive administrative assistants).

**Section 3. District or School District:** For purposes of administering this Agreement, the word/term, “District /School District ,” shall mean the School Board or its designated representative(s).

**Section 4. Other Terms:** Terms not defined in this Agreement shall have those meanings as defined by PELRA.

**ARTICLE IV  
SCHOOL DISTRICT RIGHTS**

**Section 1. Inherent Managerial Rights:** The exclusive representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.

**Section 2. School Board 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 being to provide educational opportunities for the students of the School District.

**Section 3. Effect of Rules, Regulations, Directives, and Orders:** The exclusive representative recognizes that all employees covered by this Agreement shall perform the services prescribed by the School Board and shall be subject to 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.

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

**ARTICLE V  
EMPLOYEE RIGHTS**

**Section 1. Right to Views:** Pursuant to PELRA, nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint, or opinion regarding any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

**Section 2. Right to Join:** Pursuant to PELRA, 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 such employees.

**ARTICLE VI  
HOURS OF SERVICE AND DUTY YEAR**

**Section 1. Basic Work Week:** The employee's basic work week, exclusive of lunch, shall be prescribed by the School District.

The employee shall be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with School Board policy.

**Subd. 1.** On days before a weekend and days before a holiday, the executive administrative assistant may leave one-half hour earlier than scheduled unless services are required to be provided for employees, the general public, or other District personnel.

**Section 2. Basic Work Year:** The employee's basic work year shall be July 1 – June 30.

**Section 3. Basic Work Day:** The employee's basic work day shall be 8 hours per day or as prescribed by the School District.

**Section 4. Lunch Period:** Full-time employees shall be provided a duty-free lunch period of at least thirty (30) minutes.

**Section 5. Part-time Employees:** The School District reserves the right to employ such employees as it deems desirable or necessary on a part-time or casual basis.

**ARTICLE VII  
RATE OF PAY**

**Section 1. Rates of Pay:**

**Subd. 1. 2015-2017 Pay Schedule:** The rates of pay as provided in Schedule A herein shall be a part of the Contract for the 2015-2016 work year; Schedule B herein shall be a part of the Contract for the 2016-2017 work year.

**Subd. 2. 2015-2016 Step Placement:** Employees will advance one step, if eligible over their prior year 2014-2015 step.

**Subd. 3. 2016-2017 Step Placement:** Employees will advance one step, if eligible over their prior year 2015-2016 step.

**Subd. 4. Successor Agreement:** In the event a successor agreement is not entered into prior to July 1, 2017, an employee shall remain at the same step as compensated during the 2016-2017 contract year until a successor agreement is reached.

**Section 2. New Employees:** A new employee to the School District hired after July 1, 2013, shall be placed on step 1 of the pay schedule and shall advance one step after three (3) months of employment. A new employee shall advance one step on July 1<sup>st</sup> following the date of hire. A district employee who transfers to the unit shall remain at the employee's current step.

**Section 3. Overtime Compensation:** Compensation for authorized overtime shall be time and one-half rates for all hours worked in excess of forty (40) hours per week.

**Section 4. Holiday Pay:** When an executive administrative assistant is required to work any of the holidays listed in ARTICLE X, Section 1, the executive administrative assistant shall be paid at double their usual rate of pay.

## ARTICLE VIII GROUP HEALTH INSURANCE

**Section 1. Group Health Insurance for Active Employees:** The School District shall make available three health plans to those who qualify. The selection of the insurance carrier and policy shall be made by the School District as provided by law.

**Subd. 1. Health and Hospitalization Insurance – Single Coverage:** The School District shall contribute a sum not to exceed \$746.58 per month toward the premium for individual coverage for each full-time employee employed by the School District who qualifies for and is enrolled in single coverage in the School District's group health and hospitalization insurance plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. The School District will not contribute more than the total cost of the chosen coverage.

**Subd. 2. Health and Hospitalization Insurance – Family Coverage:** The School District shall contribute a sum not to exceed \$1,895.64 per month toward the premium for family coverage for each full-time employee employed by the School District who qualifies for and is enrolled in family coverage in the School District's group health and hospitalization insurance plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. The School District will not contribute more than the total cost of the chosen coverage.

**Subd. 3. Benefits Provided Through the VEBA:** The School District shall provide a health reimbursement arrangement for eligible active employees through the VEBA Plan.

**Subd. 4. Establishment of VEBA:** The School District shall make available a VEBA Plan and Trust to all qualified employees who exercise their option to enroll in a health care plan offered in Section 1 of this Article. Employer and employees assent to and ratify the appointment of the trustee and plan administrator for the VEBA Plan and Trust. It is intended that this arrangement constitute a voluntary employees' beneficiary association under Section 501(c)(9) of the Internal Revenue Code.

If the School District maintains a cafeteria plan with a health flexible spending account (an "FSA"), the School District will specify in the Adoption Agreement for the VEBA Plan document, before the first day of the FSA plan year, that eligible health expenses will be paid from the FSA first, until an individual's FSA account is exhausted, and from the VEBA Plan second.

The VEBA Plan year will begin and end on the same dates as the health care plans offered in this Article.

**Subd. 5. Payment of Administrative Fee:** Administrative fees allocable to individual accounts of active employees who are active participants in the VEBA Plan shall be paid by the school District. Administrative fees allocable to the individual accounts of active employees, who have accrued a balance in the VEBA Plan but change coverage, so that they are no longer entitled to employer contributions, shall be paid by the school District. Administrative fees allocable to the individual accounts of former employees shall be paid by the account. If the VEBA Plan is terminated, or if Employer Contributions cease by agreement between the parties, administrative fees shall be paid from the account.

**Subd. 6. Employer Contributions to the Health Reimbursement Arrangement for Active Employees:** The School District will make an annual contribution to individual accounts under the Health Reimbursement Arrangement for qualifying employees in the following amounts and in accordance with the following schedule:

Single health insurance participant:	\$1200 per year
Family health insurance participant:	\$2400 per year

The contribution will be made on or about the first day of the VEBA plan year.

If a qualified employee who is a VEBA Plan participant has a change in coverage after the first day of the VEBA Plan year, to reflect this change, the School District shall prorate the amount of the School District contribution by the ratio of the number of days worked during the plan year prior to the change in coverage to the number of regular contract duty days. If a VEBA Plan participant has received an overpayment in the School District contribution to the VEBA Plan participant's individual account, it will be the responsibility of the VEBA Plan participant to reimburse the District for the overpayment. The overpayment will be calculated by comparing the actual amount paid to the employee with the amount that should have been paid to the employee given the ratio of the number of days worked during the plan year prior to the change in coverage to the number of regular contract duty days. If the amount the employee actually received is more than the amount the employee should have received given the ratio of the number of days the employee worked during the plan year prior to the change in coverage to the number of regular contract duty days, the employee must reimburse that amount to the District.

If a qualified employee is hired after the first day of the VEBA Plan year, the School District shall prorate the amount of the School District contribution by the ratio of the number of days worked during the plan year to the number of regular contract duty days.



All contributions on behalf of a VEBA Plan participant shall cease on the date the participant is no longer covered under the health plan. If the VEBA Plan participant has an employment change, resigns or the participant's employment is terminated after the first day of the VEBA Plan year, it will be the responsibility of the VEBA Plan participant to reimburse the District for the overpayment of the School District contribution to the VEBA Plan participant's individual account. The overpayment will be calculated by comparing the actual amount paid to the employee with the amount that should have been paid to the employee given the ratio of the number of days worked during the plan year to the number of regular contract duty days. If the amount the employee actually received is more than the amount the employee should have received given the ratio of the number of days the employee worked during the plan year to the number of regular contract duty days, the employee must reimburse that amount to the District.

**Subd. 7. Duration of Insurance Contributions:** An employee is eligible for School District contribution as provided in this article as long as the employee is employed by the School District, on paid status, and enrolled in the School District's group health and hospitalization insurance plan. Upon termination of employment, all School District contributions shall cease.

**Subd. 8. Dental Insurance:** The school district will offer one or more dental insurance plans for eligible employees and their legal dependents. The entire cost of coverage will be at the employee's expense.

**Subd. 9. Eligibility:** Full benefits provided in this article are designed for employees who are employed an average of at least forty (40) hours per week. Employees who are employed an average of at least thirty (30) hours per week shall be eligible for partial benefits proportional to the extent of their employment. Eligibility is subject to any limitations contained in the contract between the insurance carrier and the School District.

**Section 2. Post-Employment Group Health Insurance for those executive administrative assistants who were employees of the District prior to July 31, 2014 and currently hold a position in the bargaining unit listed in ARTICLE III, Section 2 of this Master Agreement:** The School District shall make available three health plans to eligible retirees. The selection of the insurance carrier and policy shall be made by the School District as provided by law.

**Subd. 1. Health Plans:** An eligible retiree may continue to participate in a health insurance plan in which he or she participated as of the effective date of his or her retirement. With respect to qualifying retirees, the School District shall contribute an amount not to exceed the District's total annual contribution that the employee would have received on June 30 of the last year of active employment for single health coverage until eligible for Medicare. The total contribution includes the contribution to the eligible retirees Health Reimbursement Arrangement referred to in Subd. 5 of this Section, plus the District's monthly contribution towards single coverage. The district shall pay the contribution until the employee is eligible for Medicare.

Dependent coverage, if desired, must be paid by the employee by making arrangements with the School District business office to pay the monthly premiums on such date as determined by the school District.

**Subd. 2. Benefits Provided Through the VEBA:** The School District shall provide a health reimbursement arrangement for eligible retirees through the VEBA Plan.

**Subd. 3. Establishment of VEBA:** The School District shall make available a VEBA Plan and Trust to all eligible retirees who exercise their option to enroll in a health care plan offered in Section 2 of this Article. Employer and employees assent to and ratify the appointment of the trustee and plan administrator for the VEBA Plan and Trust. It is intended that this arrangement constitute a voluntary employees' beneficiary association under Section 501(c)(9) of the Internal Revenue Code.

The VEBA Plan year will begin and end on the same dates as the health care plans offered in this of the Article.

**Subd. 4. Payment of Administrative Fee:** Administrative fees allocable to the individual accounts of retirees shall be paid by the account. If the VEBA Plan is terminated, or if Employer Contributions cease by agreement between the parties, administrative fees shall be paid from the account.

**Subd. 5. Employer Contributions to the Health Reimbursement Arrangement for Eligible Retirees:** The School District will make an annual contribution in the amount of \$1200 to individual accounts under the Health Reimbursement Arrangement for qualifying retirees. The contribution will be made on or about the first day of the VEBA plan year.

**Subd. 6. Eligibility:** Only those who held a position as listed in ARTICLE III, Section 2 of this Master Agreement prior to and on July 31, 2014 shall be eligible for participation in the Post Employment Group Health Insurance Arrangement as provided in this Section.

An eligible employee who retires prior to eligibility for Medicare/Medicaid and is at least 55 years of age at the time of retirement, or an employee who becomes medically disabled between such ages, shall be eligible for participation in the Post Employment Group Health Insurance Arrangement provided in this Section.

An employee who retires prior to age 55 and is at least 50 years of age at the time of retirement shall be eligible for participation in the Post Employment Health Plan, provided that the employee will pay all premiums by making arrangements with the School District business office to pay the monthly premiums on such date determined by the school District.

**Section 3. Post-Employment Group Health Insurance for those employees who were not employees of the District prior to August 1, 2014:** The executive administrative assistant who retires prior to age 65 and is at least 55 years of age at the time of retirement shall continue to be eligible for participation in the health insurance plan. Premiums for health insurance coverage must be paid entirely by the

retired executive administrative assistant. It is the responsibility of the employee to make arrangements with the School District business office to pay the monthly premiums on such date determined by the School District.

**Subd. 1. Employer VEBA Contributions for Post-Retirement Health Care for those executive administrative assistants whose start date for a position as listed in ARTICLE III, Section 2 of this Master Agreement is on or after August 1<sup>st</sup>, 2014:** The district will contribute \$1,200 per year to the individual's VEBA account in lieu of current district contributions for post-retirement health insurance. Contributions would begin July 1<sup>st</sup> following one year of satisfactory service in the bargaining unit.

**Section 4. Claims Against the School District:** The parties agree that any description of insurance benefits contained in this Article is intended to be informational only and the eligibility of the executive administrative assistant for benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this Article. It is further understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to in this Agreement, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

#### **ARTICLE IX OTHER INSURANCE**

**Section 1. Income Protection:** The School District will provide an income protection insurance plan that will pay the employee 2/3 of their salary up to the maximum allowed per month to Medicare age, after 120 calendar days. Such plan will provide coverage for mental or nervous disability. Benefits received there under will be reduced by any amount payable under Worker's Compensation, primary or family Social Security, state compulsory disability plan, and/or any other group disability insurance plan. Premiums for such insurance shall be paid in full by the School District .

**Section 2. Life Insurance:** The School District shall contribute the necessary premiums to provide \$100,000 of group term life insurance, convertible at retirement subject to the terms of the policy. An additional \$100,000 of coverage may be purchased at the group rate but at the employee's expense.

When an eligible employee retires pursuant to this agreement the School District shall continue to provide the employee with \$10,000 of group life insurance until eligible for Medicare.

**Section 3. Continuation of Coverage.** The employee and/or their family has rights to obtain health-hospitalization and life insurance "continuation coverage" in certain situations as outlined in the federal consolidated Omnibus Budget Act of 1986 (COBRA) and corresponding Minnesota law. Employees have been notified of these rights and may consult the District Office staff for further explanations of these rights.

**Section 4. Duration of Insurance Contribution:** An employee is eligible for School District contributions towards insurance as provided in this Article as long as the employee is employed by the school District.

Upon termination of employment, all School District participation and contribution shall cease effective the day after the last day of employment.

**Section 5. Claims Against the School District:** The parties agree that any description of insurance benefits contained in this Article is intended to be informational only and the eligibility of the executive administrative assistant for benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this Article. It is further understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to in this Agreement, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

## ARTICLE X HOLIDAYS

### **Section 1. Paid Holidays:**

**Subd. 1. Full-time Employees:** Full-time employees shall be granted the following eleven (11) paid holidays: New Year's Day, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the day before Christmas, Christmas Day, and New Year's Eve Day.

**Subd. 2. Part-time Employees:** Eligible part-time employees shall be granted the following eight (8) paid holidays: Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Presidents' Day, Good Friday, and Memorial Day.

**Section 2. Weekends:** When any of the above-named holidays fall on a Sunday, the following day shall be observed as the holiday. When the holiday falls on Saturday, it shall be observed on the previous Friday.

**Section 3. Holiday within a Vacation Period:** Any legal holiday or any holiday which falls within an employee's vacation period shall not be counted as a vacation day.

**Section 4. School in Session:** The school district reserves the right, if school is in session, to cancel any of the holidays noted in Section 1 above and establish another holiday in lieu thereof.

**Section 5. Eligibility:** Full holiday benefits provided in this article are designed for full-time employees who are employed an average of at least forty (40) hours per week. Part-time employees who are employed an average of at least thirty (30) hours per week shall be eligible for partial benefits as prescribed in Section 1 Subd. 2 of this Article. Part-time employees employed less than an average of thirty (30) hours per week and substitute or temporary employees shall not be eligible for any benefits pursuant to this article.

**ARTICLE XI  
VACATIONS**

**Section 1. Earned Vacation:** Annual vacation with pay shall be earned in accordance with the following schedule:

1 – 5 years	2 weeks (80 hours per annum)
6 – 10 years	3 weeks (120 hours per annum)
11 – 15 years	4 weeks (160 hours per annum)
More than 15 years	4 weeks plus 2 days (176 hours per annum)

Starting the 2016-2017 contract year, annual vacation with pay shall be earned in accordance with the following schedule:

1 – 5 years	2 weeks (80 hours per annum)
6 – 10 years	3 weeks (120 hours per annum)
11 – 15 years	4 weeks (160 hours per annum)
More than 15+ years	4 weeks plus 3 days (184 hours per annum)

Employees who held a position as listed in ARTICLE III, Section 2 of this Master Agreement prior to and on July 31, 2014 shall receive their vacation at the start of the contract year. Vacation for employees whose start date for a position as listed in ARTICLE III, Section 2 of this Master Agreement is on or after August 1, 2014 shall accrue monthly as it is earned on a proportionate basis to the employee's work year.

When an employee qualifies for a change in vacation status because of length of service, they will receive the additional week following the employee's employment anniversary date.

Continuous service in Independent School District #241 shall be used for the purpose of determining allowable vacation time.

Vacation days shall be taken between July 1 and June 30<sup>th</sup> of the year for which the vacation is earned. A maximum of 5 carry-over days will be permitted. Unused vacation days beyond 5 will be lost.

**Section 2. Scheduling:** Use of vacation time shall be granted only through approval of the requesting executive administrative assistant using the District designated absence program.

**Section 3. Exceptions:** Any exceptions to this section must be granted by the Superintendent and the School Board.

**Section 4. Resignation:** An executive administrative assistant terminating their contract during a contractual year shall be entitled to vacation benefits accrued during that year (including up to 5 carry-over days) and such vacation days shall be taken prior to the termination date. The employee, upon resigning, will confer with their supervisor to arrange a schedule of combined workdays and vacation days, and any in-service needed by the District for the employee's replacement. This schedule is to be

mutually beneficial to the employee and the District. The executive administrative assistant shall not be compensated for unused vacation days in the event of resignation, retirement, or termination.

**Section 5. Eligibility:** Full vacation benefits provided in this article are designed for full-time employees who are employed an average of at least forty (40) hours per week. Part-time employees who are employed an average of at least thirty (30) hours per week shall be eligible for partial benefits proportional to the extent of their employment.

## ARTICLE XII OTHER LEAVES OF ABSENCE

**Section 1. Disability Leave:** When illness or injury prevents an executive administrative assistant's attendance at work and the performance of his/her duties, the executive administrative assistant shall be granted leave according to the following:

**Subd. 1. Earning:** Disability leave of 120 hours (15 days) per year for full-time employees shall be granted for every year of service. Each eligible employee shall receive their 120 hours (15 days) at the start of the contract year.

**Subd. 2. Accumulation:** Unused sick leave days may accumulate to a maximum of 1360 hours (170 days) of disability leave per employee.

**Subd. 3. Use:** Disability leave with pay shall be allowed whenever an employee's absence is found to have been due to the employee's illness and/or disability which prevented his/her attendance at work and performance of duties on that day or days. This leave may be used pursuant to Minnesota Statutes section 181.9413 so long as the employee meets the definition of an employee under Minnesota Statutes section 181.940 and all other requirements of section 181.9413 are met.

**Subd. 4. Medical Certificate:** The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness and/or disability pursuant to this section, indicating such absence was due to illness and/or disability, in order to qualify for disability leave pay. However, the final determination as to the eligibility of an employee for disability leave is reserved to the School District. In the event that a medical certificate will be required, the employee will be so advised.

**Subd. 5. Deduction:** Disability leave allowed shall be deducted from the accumulated disability leave days earned by the employee.

**Section 2. Workers' Compensation:** Pursuant to M.S. Chapter 176, an employee injured on the job in the service of the School District and collecting workers' compensation insurance may draw disability leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

**Section 3. Emergency Leave:**

**Subd. 1. Earning:** The employee may be granted a leave with pay at the discretion of the Superintendent or designee of up to three (3) non-cumulative days per year for full-time employees. The Superintendent's or his/her designee's decision is not subject to the grievance procedure in Article XV.

**Subd. 2. Uses:** Leaves shall be for situations that arise requiring the employee's emergency attention which cannot be attended to when school is not in session and which are not covered under other policies. Severe illness of spouse, child, parent, or other members of the employee's household, death, funerals, inclement weather, court appearances and estate settlements are examples of situations where this leave may be granted. Emergency leave may not be used for activities which involve employment outside the District or for activities of a recreational nature.

**Subd. 3. Special Approval Provisions:** Requests must be made at least three (3) days in advance, whenever reasonably possible. The request shall state the reason for the proposed leave. The Superintendent or designee reserves the right to refuse to grant such leave, if, under the circumstance involved, it is determined that such leave should not be granted. The Superintendent's or his/her designee's decision is not subject to the grievance procedure in Article XV.

**Subd. 4. Additional Emergency Leave:** Under extreme emergencies and at the discretion of the superintendent or designee, an additional three (3) days of leave may be granted. However, said days shall be deducted from the employee's disability leave. The Superintendent's or his/her designee's decision is not subject to the grievance procedure in Article XV.

**Subd. 5. Weather Emergencies:** On work days where weather causes an early-out, late start, or closure for the entire day, and the executive administrative assistant is directed to go home, the executive administrative assistant shall be released and said day will be regarded as a regular paid work day. This only applies to those executive administrative assistants who reported to work.

**Section 4. Bereavement Leave:**

**Subd. 1. Immediate Family:** Up to three (3) days with pay, non-cumulative, of bereavement leave shall be granted for death in the immediate family. For purposes of this section, immediate family is defined as the employee's spouse, child, parent, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, and any other person living in the same household.

**Subd. 2. Close Family:** One (1) day of leave, with pay, non-cumulative, shall be granted for death in the close family. For purposes of this section, close family is defined as the employee's grandparent, grandchild, sister-in-law or brother-in-law.

**Subd. 3. Special Approval Provisions:** Requests for bereavement leave must include a reason for the leave. The particular amount of leave allowed is subject to the discretion of the Superintendent, or his designee.

**Section 5. Personal Leave:** The executive administrative assistant shall be granted two (2) days per year, non-cumulative, to be used at the discretion of the employee starting July 1, 2014.

**Section 6. Jury Service:** Employees called for jury duty shall receive their regular pay less any remuneration they receive as compensation for jury services.

**Section 7. Extended Medical Leave:** An executive administrative assistant who is unable to work because of illness or injury and who has used all of his/her accumulated disability leave, may, upon request, accompanied by a doctor's written statement, be granted, at the Board's discretion, a leave of absence without pay not to exceed two (2) years. After each six-month period has expired, the Board may review the case and determine, at its discretion, whether any further leaves shall be granted, not to exceed two (2) years, and subject to a doctor's report for each six-month period.

**Section 8. General Leaves of Absence:**

**Subd. 1. Use:** Such unpaid leave may be granted by the School District for reasons deemed appropriate by the School District.

**Subd. 2. Special Eligibility Provisions:** Employees with a minimum of two (2) years of experience in the School District may apply for an unpaid leave of absence subject to the provisions of this section.

**Subd. 3. Special Approval Provisions:** The granting of such leave is solely within the discretion of the School District. The School District shall notify the employee of an approved leave no later than thirty (30) days after submission of their application. The employee who is granted a leave of absence must notify the Superintendent at least thirty (30) days prior to their intended date of return to the system. The employee will return to a position for which they are qualified.

**Subd. 4. Step and Lane Placement When Returning from Leave:** If the general leave is granted for bona fide purposes, the employee shall be placed on the salary schedule upon return to the School District in the same position as they would have been had the employee worked in the School District during said period of the leave.

**Section 9. Professional Leave:**

**Subd. 1. Use:** The employee may be allowed to attend professional meetings and other activities of a professional nature with full pay subject to approval by the Superintendent or his designee.



**Subd. 2. Expense Reimbursement:** Wherein the employee attends meetings on behalf of the School District and upon the instruction of central administration, expenses shall be paid by the School District. Such authorization shall be obtained in advance.

**Subd. 3. Special Approval Provisions:** Since the employee attends meetings, or visitations, etc., of a professional nature at the expense of the School District, at the discretion of the Superintendent or his designee, the employee who attends local or state meetings may be required to report on those meetings.

**Subd. 4. Local and State Meetings:** The School Board will provide time and monies for the employee to attend local and state meetings.

**Section 10. Insurance Application:** An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the unpaid leave and shall pay to the School District the monthly premium in advance, except as otherwise provided in law. In the event the employee is on paid leave from the School District under Section 1. above or supplemented by disability leave pursuant to Section 2. above, the School District will continue insurance contributions as provided in this Agreement until disability leave is exhausted. Thereafter, the employee must pay the entire premium for any insurance retained.

**Section 11. Approval and Scheduling:** Use of any of the leaves described in this Article shall be granted only through approval of the requesting executive administrative assistant's supervisor using the District's required procedures, including its designated absence program, and required documentation.

**Section 12. Eligibility:** Unless otherwise required by law, full leave benefits provided in this article are designed for employees who are employed an average of at least forty (40) hours per week. Employees who are employed an average of at least thirty (30) hours per week shall be eligible for partial leave benefits proportional to the extent of their employment.

**Section 13. Resignation:** In no event will the employee who resigns, retires, or who is terminated be compensated for unused leave pursuant to this Article. (Exception: Those executive administrative assistants who are eligible for severance pay as described in Article XVI will be compensated for unused disability leave according to the provisions in that Article.)

### ARTICLE XIII 403(b) MATCHING CONTRIBUTION PLAN

**Section 1. Eligibility:** Pursuant to the provisions of M.S. 123B.02, Subd. 15. and Section 403(b) of the Federal Internal Revenue Code, the School District will make matching contributions for each executive administrative assistant.

**Section 2. Amount of School District Contribution:** Each executive administrative assistant shall be eligible for an annual School District matching contribution of \$2,000.

**Section 3. Notice of Participation:** To be eligible for the provisions of this article, an executive administrative assistant must notify the School District, in writing, of his/her intention to participate in this matching program and the amount of the employee's contribution. Such participation shall continue from year to year at the specified amount unless the employee notifies the School District, in writing, otherwise.

**Section 4. Payment:** The employee's contribution shall be made by payroll deduction.

**Section 5. Unpaid Status:** An employee on unpaid leave status may not participate in the provisions of this article.

**Section 6. Applicable Statutes:** The provisions of this article are subject to all limitations relating to such plans as provided by Federal and State laws.

#### **ARTICLE XIV OTHER BENEFITS**

**Section 1. Confidential Employee Stipend:** Each qualifying employee shall receive a District Office confidential employee stipend based on the following schedule:

1-5 years of service with the District	\$1,100
6-10 years of service with the District	\$1,500
11-15 years of service with the District	\$1,650
More than 15 years with the District	\$1,800

**Section 2. Mileage Reimbursement:** Executive administrative assistants shall be reimbursed for school business mileage at the maximum rate allowable as determined by federal tax laws, which must be approved by the employee's supervisor. The executive administrative assistant shall receive a minimum of \$1.00 per trip.

**Section 3. Longevity-Years of Service:** The employee with at least five (5) years of service credited in District 241 shall receive a longevity step of \$.45 per hour. The employee with at least fifteen (15) years of service credited in District 241 shall receive a longevity step of \$.75 per hour. This step shall be in addition to any other longevity steps the employee is currently receiving.

Starting the 2016-2017 school year, the employee shall receive longevity based on the following schedule:

1-5 years credited	\$0.25
6-10 years credited	\$0.25
11-15 years credited	\$0.30
More than 15+ years credited	\$0.40

These steps shall be in addition to any other longevity steps the employee is currently receiving.

**Section 4. Longevity-Step 15:** All executive administrative assistants who have attained step 15 on the salary schedule shall receive longevity pay of \$1.15 per hour.

**Section 5. Meeting Stipend:** Overtime language shall apply for meetings that require the employee's attendance, which occur outside of the employee's regular duty day, with approval from their supervisor. Minimum compensation will be \$80.00 per meeting.

#### **ARTICLE XV DISCIPLINE, DISCHARGE, AND PROBATIONARY PERIOD**

**Section 1. Probationary Period:** An employee shall serve a probationary period of twelve (12) months of continuous service in the School District, during which time the School District shall have the unqualified right to suspend without pay, discharge, or otherwise discipline such employee. During this probationary period, the employee shall have no recourse to the grievance procedure insofar as suspension, discharge, or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance regarding any other provisions of the Agreement alleged to have been violated. The twelve (12) month probationary period may be extended upon mutual agreement of the employee and the School District.

**Section 2. Probationary Period; Change of Classification:** In addition to the initial probationary period, an employee transferred or promoted within the bargaining unit to a different classification shall serve a new probationary period of three (3) calendar months in any such new classification. During this three (3)-month probationary period, if the School District determines that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to the former classification.

**Section 3. Completion of Probationary Period:** An employee who has completed the probationary period may be suspended without pay or discharged only for just cause.

**Section 4. Discipline:** The School District shall have the right to impose discipline on its employees for just cause. Discipline shall consist of oral reprimand, written reprimand, suspension with pay, suspension without pay, and discharge. The School District reserves the right to impose discipline at any level as determined by the School District based upon the circumstances surrounding the action. An oral or written reprimand may be grieved up to Level III of the grievance procedure but may not be carried to arbitration.

#### **ARTICLE XVI SEVERANCE PAY**

**Section 1. Eligibility:** This Article applies only to those executive administrative assistants who held a position as listed in ARTICLE III, Section 2 of this Master Agreement prior to and on July 31, 2014. Subject to M.S. 465.72, the employee who has completed at least ten (10) years of experience within the School District, and who is at least fifty-five (55) years of age, or the employee regardless of age who has completed at least twenty-five (25) years of credit with the Minnesota Public Employees Retirement Association at least fifteen (15) of which involves service in the Albert Lea School District, shall be

eligible for severance benefits pursuant to the provision of this Article, upon submission of a written resignation accepted by the School Board. Severance benefits shall not be granted to the employee who is discharged for cause by the School District.

**Section 2. Exclusions:** Executive administrative assistants whose start date of continuous employment for a position as listed in ARTICLE III, Section 2 of this Master Agreement is on or after August 1, 2014 shall be excluded from eligibility for severance pay.

**Section 3. Number of Hours:** An eligible employee shall receive, as severance pay upon their retirement, the amount obtained by multiplying the employee's hourly rate of pay times their unused number of disability leave hours, but not to exceed 1360 hours.

**Section 4. Hourly Rate of Pay:** In applying these provisions, the employee's hourly rate of pay at the time of retirement shall be the hourly rate at the time of severance. The hourly rate shall be determined by dividing the contract workdays listed for the employee into the employee's annual salary at the time of severance.

**Section 5. Application:** The employee shall receive severance pay pursuant to the provisions of this Article upon submission of a written resignation accepted by the School District. The employee who takes a leave of absence for purposes other than illness or other long-term disability purposes will not qualify for severance pay unless they return to work in the School District for at least two (2) years.

**Section 6. Payment:** The School District shall pay 100% of the amount of the Severance Pay otherwise payable to qualifying employees to individual accounts established for those employees under the Post Employment Health Reimbursement Arrangement.

## ARTICLE XVII GRIEVANCE PROCEDURE

### **Section 1. Definitions:**

**Subd. 1. Grievance:** The word, "grievance," shall mean an allegation, in writing, by an employee that the employee has been injured as a result of a dispute or disagreement between the employee and the School District as to the interpretation or application of specific terms and conditions contained in this Agreement.

**Subd. 2. Grievant(s):** The word, "grievant(s)," shall mean an individual employee, a group of employees, or the exclusive representative who/which files a grievance as defined in Subd. 1. above.

**Subd. 3. Group of Employees:** A group of fewer than ten (10) employees may file a grievance if a complaint arises out of the same transaction or occurrence and the facts and claim are common to all employees in the group. Such grievance must be in writing and signed by all grievants in the group.

**Subd. 4. Exclusive Representative Grievance:** The exclusive representative may file a grievance if a complaint involving a majority of employees in the bargaining unit arises out of the same transaction or occurrence and the facts and claim are common to all employees in the group. In order to pursue such a grievance, the exclusive representative must provide the Superintendent with the names and signatures of the affected employees no later than the third (3<sup>rd</sup>) level of the grievance procedure. The exclusive representative grievance may proceed only as to the employees identified in the appeal to arbitration. The exclusive representative may also file a grievance if the allegation involves a specific right of the exclusive representative as provided in this Agreement.

**Subd. 5. Days:** Any reference to the word, "days," regarding time periods in this procedure shall refer to working days. The term, "working day," is defined as all week days not designated as holidays by state law.

**Section 2. Representation:** The grievant(s), administrator(s), or School Board may be represented during any step of the procedure by any person or agent designated by such party to act on the party's behalf.

**Section 3. Interpretations:**

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

**Subd. 2. Computation of Time:** In computing any period of time prescribed or allowed by procedures in this article, 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. 3. Filing and Postmark:** The filing or service of any notice or document required by this Agreement 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:** A grievance shall not be valid for consideration unless the grievance is submitted to the School District's designee in writing, signed by the grievant(s), setting forth the facts and the specific provision(s) of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date that the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver of that grievance. 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 resolve an alleged grievance informally between the grievant(s) and the School District's designee.

**Section 5. Resolution of Grievance:** The School District and the grievant(s) shall attempt to resolve all grievances which may arise during the course of employment as follows:

**Subd. 1. Level I:** If the grievance is not resolved through informal discussion, the School District's 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, provided such appeal is made, in writing, within five (5) days after the receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or his/her 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 the receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall 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 School Board may be designated by the School Board to hear the appeal at this level and report the findings and recommendations to the School Board. The School Board shall then render its decision.

**Section 6. Denial of Grievance:** Failure by the School Board or its representative(s) to issue a decision within the time period provided in this article shall constitute a denial of the grievance, and the grievant(s) may appeal it to the next level.

**Section 7. Arbitration Procedures:** In the event that the grievant(s) and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as explained in this article.

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

**Subd. 2. Prior Procedure Required:** No grievance shall be considered by the arbitrator which has not first been 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 may, 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 Commissioner to submit a panel of seven (7) arbitrators to the parties, pursuant to PELRA, provided such request is made within twenty (20) days after the request for arbitration. The request shall ask that the panel be submitted within ten (10) days after the receipt of said request. Within ten (10) days after receipt of the panel, the parties shall alternately strike names, and the remaining name shall be the arbitrator to hear the grievance.

The order of striking will be determined by lot. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Commissioner within the time period as provided in this article shall constitute a waiver of the grievance.

**Subd. 4. Hearing:** The grievance shall be heard by a single arbitrator, and both parties may be represented by such person(s) 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. 5. Decision:** Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in PELRA. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

**Subd. 6. 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 of the hearing shall be made at the request of either party. The parties shall share equally the fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such a copy.

**Subd. 7. Jurisdiction:** The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before him/her 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 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 in this article; 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 School District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, the arbitrator's order shall give due consideration to the statutory rights and obligations of the School Board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

**Section 8. Election of Remedies and Waiver:** A party instituting any action, proceeding, or complaint in a federal or state court of law or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this article. Upon instituting a proceeding in another forum as outlined in this Agreement, the employee(s) shall waive the right to initiate a grievance pursuant to this

article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in the Agreement or to enforce the award of an arbitrator or to any other situation in which its application would be considered unlawful retaliation or reprisal.

## **ARTICLE XVIII DURATION**

**Section 1. Terms and Reopening Negotiations:** This Agreement shall remain in full force and effect for a period commencing upon the date of its full ratification through June 30, 2017, and thereafter as provided by PELRA. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent to the other party no later than one hundred twenty (120) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration date of this Agreement.

**Section 2. Effect:** This Agreement constitutes the full and complete Agreement between the School District and the exclusive representative. The provisions of this Agreement relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, and School District policies, rules, or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices or prohibit the School District from exercising all management rights, functions, and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

**Section 3. Severability:** The provisions of this Agreement shall be severable, and if any such provision 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.

**Section 4. Amendment:** Except as provided in Section 1 above, amendments to this Agreement shall be undertaken only by written mutual agreement of both parties, and shall be limited to specific sections of this Agreement. Should such negotiations result in a mutually acceptable amendment of this Agreement, the amendment shall be subject to ratification by the parties hereto.

**Section 5. Affordable Care Act (ACA):** Notwithstanding any other provision of this Agreement, in the event this Agreement will cause or does cause penalties, fees, or fines to be assessed against the School District, the parties agree to reopen negotiations that result in a revised Agreement between the parties that eliminates or reduces penalties, fees, or fines to be assessed against the School District. The School District and the employees agree that all material terms of compensation, hours, and fringe benefits (including health benefits) may be subject to modification in order to comply with the ACA, to minimize penalties under the ACA, and to address any increase or decrease in cost that the ACA may require.



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

For the Albert Lea Schools Executive  
Administrative Assistants Association:

Conna Hestey

President

Beth Rudd

Secretary

For the School District:

Mark

School Board Chair

Deputy Clerk

School Board Clerk

Dated this 8<sup>th</sup> day of June, 2016.

Dated this 20<sup>th</sup> day of June, 2016.

**SCHEDULE A  
2015-2016  
Pay Schedule**

**Executive Admin Asst. Pay Schedule  
2015-2016**

Step	Lane				
	B21	B22	B23	B24	B31
1	11.28	12.16	13.15	14.14	15.31
2	11.59	12.49	13.46	14.54	15.73
3	11.92	12.84	13.82	14.92	16.14
4	12.25	13.20	14.23	15.38	16.60
5	12.54	13.53	14.61	15.75	17.05
6	12.91	13.91	15.02	16.17	17.51
7	13.26	14.30	15.44	16.62	17.99
8	13.63	14.67	15.84	17.07	18.50
9	13.98	15.08	16.27	17.54	18.99
10	14.37	15.49	16.74	18.04	19.54
11	14.75	15.92	17.19	18.54	20.07
12	15.16	16.35	17.63	19.02	20.62
13	15.59	16.83	18.15	19.57	21.18
14	16.01	17.27	18.64	20.11	21.75
15	16.63	17.89	19.27	20.72	22.37

**SCHEDULE B  
2016-2017  
Pay Schedule**

**Executive Admin Asst. Pay Schedule  
2016-2017**

<b>Step</b>	<b>Lane</b>				
	B21	B22	B23	B24	B31
1	11.62	12.53	13.55	14.57	15.76
2	11.94	12.87	13.87	14.98	16.20
3	12.27	13.23	14.24	15.37	16.62
4	12.61	13.60	14.66	15.84	17.10
5	12.91	13.94	15.04	16.22	17.56
6	13.29	14.32	15.47	16.66	18.04
7	13.65	14.73	15.90	17.12	18.53
8	14.04	15.11	16.32	17.58	19.05
9	14.40	15.53	16.76	18.07	19.56
10	14.80	15.96	17.24	18.58	20.13
11	15.19	16.40	17.71	19.10	20.68
12	15.62	16.84	18.16	19.59	21.24
13	16.06	17.34	18.69	20.16	21.81
14	16.49	17.79	19.20	20.71	22.41
15	17.13	18.43	19.85	21.35	23.04