

# **LABOR AGREEMENT**

2019 - 2020

and

2020 - 2021

between

**INDEPENDENT SCHOOL DISTRICT NO. 876  
ANNANDALE, MINNESOTA**

**AND**

**ANNANDALE ADMINISTRATIVE ASSISTANT ASSOCIATION**

Effective Dates: July 1, 2019 through June 30, 2021

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## **AGREEMENT FOR ADMINISTRATIVE ASSISTANTS**

### **ARTICLE I PURPOSE**

**SECTION 1. PARTIES:** THIS AGREEMENT is entered into between Independent School District No. 876, Annandale, Minnesota hereinafter referred to as the School District and the Annandale Administrative Assistant Association, hereinafter referred to as the Association pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for Administrative Assistants during the duration of this Agreement.

## **ARTICLE II**

### ***RECOGNITION OF EXCLUSIVE REPRESENTATIVE***

**SECTION 1. RECOGNITION:** In accordance with the P.E.L.R.A., the school district recognizes the Annandale Administrative Assistant Association as the exclusive representative of Administrative Assistants employed by the school district, which as exclusive representative, shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the Agreement.

**SECTION 2. APPROPRIATE UNIT:** The Association shall represent all Administrative Assistants of the district as defined in this Agreement and in said Act.

## **ARTICLE III**

### ***DEFINITIONS***

**SECTION 1. TERMS AND CONDITIONS OF EMPLOYMENT:** The term “terms and conditions of employment” means the hours/days of employment, the compensation therefore including fringe benefits, and the employer’s personnel policies affecting the working conditions of the employees. The terms are subject to the provisions of P.E.L.R.A. regarding the rights of public employers and the scope of negotiations.

**SECTION 2. ADMINISTRATIVE ASSISTANTS:** The term “Administrative Assistant” shall mean all persons in the appropriate unit employed by the school board in such classification excluding the following: confidential employees, 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 in the Administrative Assistant unit, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year.

**SECTION 3. SCHOOL DISTRICT:** For purposes of administering this Agreement, the term “school district” shall mean the school board or its designated representative.

**SECTION 4. OTHER TERMS:** Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

## **ARTICLE IV**

## ***SCHOOL DISTRICT RIGHTS***

**SECTION 1. INHERENT MANAGERIAL RIGHTS:** This association recognizes that the school district is not required to meet and negotiate on matters on inherent managerial policy, which include, but are not limited to, such areas of discretion of policy as the functions and programs of the employer, its overall budget, utilization of technology, the organization structure and selection and direction and number of personnel.

**SECTION 2. MANAGEMENT RESPONSIBILITY:** The Association recognizes the right and obligation of the school board to effectively manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for the students of the school district.

**SECTION 3. EFFECTS OF LAWS, RULES AND REGULATIONS:** The Association recognizes that employees covered by this Agreement shall perform services prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by school board rules and State and Federal regulations. The Association 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. Any provision of this Agreement found to be in violation of any laws, rules or State or Federal regulations shall be null and void and without force and effect.

**SECTION 4. RESERVATION OF MANAGERIAL RIGHTS:** The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the school district.

## **ARTICLE V**

### ***ADMINISTRATIVE ASSISTANTS RIGHTS***

**SECTION 1. RIGHT TO VIEWS:** Pursuant to P.E.L.R.A., nothing contained in this Agreement shall be construed to limit, impair or affect the right of any Administrative Assistant or her/his representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designated to and does not interfere with the full faithful and proper performance of the duties of employment or circumvent the rights of the Association if there be one; nor shall it be construed to require any employee to perform labor or services against his/her will.

**SECTION 2. FAIR SHARE FEE:** In accordance with P.E.L.R.A., any employee included in the appropriate unit who is not a member of the Association may be required by the Association to contribute a fair share fee for services rendered as exclusive representative. The fair share fee for any employee shall be in an amount

equal to the regular membership dues of the Association, less the cost of benefits financed through the dues and available only to members of the Association but in no event shall the fee exceed 85% of the regular membership dues.

The Association shall provide written notice of the amount of the fair share fee assessment to the Commissioner, the school district, and to each employee to be assessed the fair share fee.

A challenge by an employee or by a person aggrieved by the assessment shall be filed in writing with the Director, the school district, and the Association within thirty (30) days after receipt of the written notices. All challenges shall specify those portions of the assessment challenged and the reasons therefore but the burden of proof relating to the amount of the fair share fee shall be on the Association. The school district shall deduct the fee from the earnings of the employee and transmit the fee to the Association thirty (30) days after the written notice was provided, or, in the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the school district pending a decision by the Commissioner or Court. Any fair share challenge shall not be subject to the grievance procedure.

The Association hereby warrants and covenants that it will defend, indemnify and save the school district harmless from any and all actions, suits, claims, damages, judgments, and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the Association as provided herein.

## **ARTICLE VI**

### ***COMPENSATION***

Administrative Assistants shall be compensated according to the wages and salaries reflected on the Pay Scale, attached hereto, as part of this Agreement for the 2019-20 and 2020-21 school years.

**Subd. 1.** During the duration of this Agreement, advancement on any salary schedule shall be subject to the terms of this Agreement. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, employees shall be compensated according to the current rate until a successor Agreement is entered into. All aspects of this Agreement will be retroactive to the beginning date of this contract.

**Subd. 2.** An individual employee's salary advancement is subject to the right of the school district to withhold salary increases for good and sufficient grounds. An action withholding a salary increase shall be subject to the grievance procedure.

## **ARTICLE VII**

### ***HOURS OF EMPLOYMENT***



**SECTION 1. BASIC WORK WEEK:** The regular work week, exclusive of lunch, shall be prescribed by the school district to all Administrative Assistants no later than July 1.

**SECTION 2. BASIC WORK YEAR:** The regular work year shall be prescribed by the school district each year to all Administrative Assistants no later than July 1. Any additional days shall be approved and agreed upon between the employee and supervisor.

**SECTION 3. PART-TIME EMPLOYEES:** The school district reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis for time less than that of the regular employee. This will not displace or reduce hours per day or the number of current Administrative Assistants by hiring part-time employees.

**SECTION 4. SHIFTS AND STARTING TIMES:** All employees will be assigned starting times and shifts with consecutive hours.

**SECTION 5. LUNCH PERIOD:** Employees shall be provided an unpaid duty free lunch period of at least 30 minutes.

**SECTION 6. SCHOOL CLOSING:** In the event school is closed for any reason and employees are not required to perform services, the employee's compensation shall be reduced accordingly should the employee choose not to report for work. In the event that an employee chooses to report for work on a day in which school is closed, the employee shall be compensated at the regular hourly rate.

**SECTION 7. COMPENSATORY TIME:** All compensatory time will be approved in advance by the employee's immediate supervisor. Use of compensatory time shall be negotiated between the employee and her/his immediate supervisor. All work performed in excess of 40 hours in a given work week (Sunday - Saturday) shall be at 1 ½ times the regular hourly rate.

## **ARTICLE VIII**

### ***GROUP INSURANCE***

**SECTION 1. SELECTION:** The selection of the insurance carrier and policy shall be made by the school district as provided by law.

**SECTION 2. HEALTH AND HOSPITALIZATION INSURANCE:** Association members who work less than 40 hours per week for the district shall be eligible for the established contribution to health insurance premiums at a prorated amount. The cost of the employee premium in excess of the school district contribution shall be borne by the employee and paid through payroll deductions.

**Subd. 1.** The employee shall have the option of selecting single or family health insurance coverage in the school district group program.

**Subd. 2.** The amount of the school district contribution shall be determined annually. School district contributions for health insurance premiums in FY20 are shown on Appendix A at the end of this document.

**Subd. 3.** The insurance company, once determined, shall control all matters concerning benefits eligibility, termination of coverage, and all other related matters. It is understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

**Subd. 4.** An employee is eligible for school district contribution as provided in the Article as long as the employee is employed by the school district. Upon termination of employment, all district contributions shall cease.

**Subd. 5.** See attached Memorandum of Understanding.

**SECTION 3. LIFE INSURANCE:** The school district will annually contribute in full the premium for a term life insurance policy in the amount of \$50,000.

**Subd. 1.** The selection of the life insurance carrier and policy shall be made by the school district.

**Subd. 2.** The life insurance company shall be controlling as to all matters concerning coverage, and all other related matters.

**SECTION 4. INCOME PROTECTION:** The school district shall contribute for each Administrative Assistant the full premium for a long-term disability (LTD) plan, which shall yield a minimum of 2/3 of the administrative assistant's salary. An administrative assistant must utilize LTD upon eligibility, even if unused sick days remain.

**Subd. 1.** The selection of the LTD carrier and policy shall be made by the school district.

**Subd. 2.** The insurance company shall be controlling as to all matters concerning benefits, eligibility, termination of coverage, and all other related matters.

**SECTION 5. GROUP DENTAL INSURANCE:**

**Subd. 1.** All eligible employees shall have the option of purchasing coverage under the District's group dental plan.

**Subd. 2.** The cost of the dental insurance premium shall be borne by the employee and paid through payroll deduction.

**Subd. 3.** In no event shall the insurance premium as outlined in Subd. 1 be applied to any insurance coverage other than the School District approved dental insurance policy.

**ARTICLE IX**

***OTHER BENEFITS***

**SECTION 1. PAID HOLIDAYS:** Annandale Administrative Assistant Association members who work eight hours per day will be eligible for paid holidays through the duration of his/her employment in an Administrative Assistant position. Paid holidays will include:

1. Labor Day
2. Thanksgiving Thursday

3. Thanksgiving Friday
4. Christmas Eve Day
5. Christmas Day
6. New Year's Eve Day
7. New Year's Day
8. President's Day (can be changed at the discretion of the Superintendent)
9. Good Friday
10. Memorial Day

**SECTION 2. VACATION:** Annandale Administrative Assistant Association members who work eight hours per day will be eligible for six days paid vacation and allowed to accrue a maximum of 2x that annual amount earned. Eligible Administrative Assistants would retain this benefit throughout the duration of his/her employment in an Administrative Assistant position.

In addition, these Administrative Assistants would be eligible to work an additional five days beyond their annual contracted number of days.

**Subd. 1.** Vacations shall be determined as of July 1 of each year. Employees hired between January 1 and July 1 are not eligible for vacation as a matter of right until July 1 of the following year but may be permitted to take vacation at the discretion of the school district.

**Subd. 2.** If an employee resigns before completing a full year of service, the employee shall not be entitled to any vacation pay and shall have the salary paid for any vacation days taken deducted from the final check. An employee who has completed at least one year of service shall be entitled to receive prorated pay for unused vacation time provided the employee provides the school district with at least two weeks advance notice of the resignation time.

**Subd. 3.** All vacations shall be with the prior approval of the superintendent of schools and the employee's immediate supervisor. Vacation days falling on legal paid holidays shall not be deducted from vacation time.

**SECTION 3. DEFERRED COMPENSATION 403b:**

**Subd. 1.** Matched deferred compensation is available to all eligible AAAA employees beginning their second (2<sup>nd</sup>) year of employment in the district. Eligible employees are those employed at least 700 hours per year. Eligible employees must use the deferred compensation election during the election period or lose it. The matching program is subject to the rules of the State of Minnesota Deferred Compensation program, as entitled under Minnesota State Statute 356.24 and IRS Code #403b. Employees who wish to participate in the 403b plan shall notify the school district by October 1 of each year.

**Subd. 2.** The School District will match each eligible employee's contribution to an approved 403b annuity up to the amount of \$640 per year for employees in their second (2<sup>nd</sup>) through sixth (6<sup>th</sup>) year of service to the District, and \$790 per year for employees in their seventh (7) or more years of service to the District.

**SECTION 4. WELLNESS INCENTIVE.**

**Subd. 1.** Employees who have no absences from school in a contract year shall receive a payment of \$200.00 Absences from school for school related business and/or earned vacation days shall not be considered absences.

**SECTION 5. SEVERANCE.**

**Subd. 1.** Full time AAAA employees who have completed at least fifteen (15) years of full-time continuous employment with the School District and are a minimum of fifty-five (55) years of age shall be eligible to remain in the existing group health and hospitalization insurance programs, and shall be eligible, upon the employee's retirement, to receive a School District contribution to their MSRS post-retirement savings account. The amount of the contribution shall be determined by multiplying the total number of years of full service with the School District by the sum of \$150.00.

## **ARTICLE X LEAVES OF ABSENCE**

**SECTION 1. SICK LEAVE:** Association members shall earn sick leave at the rate of one day for each month of service in the school district. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the employee's work year.

**Subd. 1.** Unused sick leave days may accumulate to a maximum of 120 days of sick leave per employee.

**Subd. 2.** Sick leave with pay shall be allowed by the school district whenever an eligible employee's absence is found to have been due to illness and/or disability that prevented attendance at school and performance of duties on that day(s).

**Subd. 3.** In accordance with the Federal Family Leave Act and the Minnesota Parental Leave Act, an employee who has performed services a minimum of

twelve months preceding the request, and for an average number of hours per week equal to one half the full time equivalent position in the employee's job classification, may use sick leave for absences due to an illness of the employee's actual or adoptive child for such reasonable periods as the employee's attendance may be necessary on the same terms the employee is able to use sick leave benefits for the employee's own absence.

**Subd. 4.** The school district may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness or injury, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the school district. In the event a medical certificate will be required, the employee will be so advised.

**Subd. 5.** In the event a medical certification is required, the employee shall have the option of visiting a physician of the school district's choosing, in which case the school district shall pay the medical office call fee, or the employee may visit, at his/her own expense, the physician of his/her choice.

**Subd. 6.** Sick leave may be utilized during a period of disability resulting from a condition of pregnancy. The employee shall provide the school district with a physician's statement certifying the dates of the disability. An unpaid leave for childcare purposes may be granted at the discretion of the school district.



**Subd. 7.** Sick leave pay shall be approved only by submission of a signed request upon the school district's sick leave request form.

**Subd. 8.** Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

**Subd. 9.** In accordance with MN Statute 181.9413, a member of AAAA may use sick leave benefits provided by the School District for absences due to an illness of or injury to the employee's child, as defined in section 181.940, subdivision 4, adult child, spouse, sibling, parent, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury.

This time is limited to 160 hours in any 12-month period. This limit does not apply for care of a child under 18 years of age or under 20 who is still in a secondary school.

**SECTION 2. WORKERS COMPENSATION:** Pursuant to M.S. 176, an employee injured on the job in the service of the school district and collecting worker's compensation insurance, may draw sick 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. BEREAVEMENT LEAVE:** Bereavement leave shall be allowed to employees and shall be limited to the following provisions:

1. Up to five days leave shall be granted due to the death of an employee's spouse, father mother, child, father-in-law, mother-in-law, son-in-law, or daughter-in-law. This will be paid leave.
2. Up to three days leave shall be granted due to the death of an employee's brother, sister, brother-in-law, sister-in-law, grandparent or grandchild. This will be paid leave.
3. In all other cases, bereavement leave may be granted at the discretion of the school superintendent. The duration of leave under this section shall be determined by the superintendent, taking into consideration the relevant circumstances surrounding each death. This will be unpaid leave.

**SECTION 4. JURY DUTY:** An Administrative Assistant who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the school district.

**SECTION 5. OTHER LEAVES:** An employee may be granted a leave at the discretion of the school board or superintendent for situations that arise requiring the employee's personal attention during normal working hours. Request for such leave must be made in writing to the superintendent at least five days in advance of the anticipated absence, except in the case of emergency where application shall be made as soon as practicable. The school district reserves the right to refuse to grant such a

leave. Except under extraordinary circumstances, leave shall not be granted for the first five days of the school year.

**Subd. 1.** Leave granted by the school district under this section shall be unpaid leave.

## **ARTICLE XI**

### ***SENIORITY***

**SECTION 1. RECOGNITION:** The parties recognize the principle of seniority in the application of this Agreement concerning reduction in force.

**SECTION 2. ESTABLISHMENT:** Employees shall acquire seniority. The seniority date shall be an employee's length of continuous regular service since the first day of employment with the Annandale School District. If more than one (1) employee has the same seniority date, seniority ranking shall be determined by the school district. All employees with a work year of less than twelve (12) months shall not be considered to have suffered a break in service during the months that are not included within the employee's work year.

**SECTION 3. LAY OFF, RECALL, AND TERMINATION OF SENIORITY:** In the event of layoffs, reverse seniority shall apply and employees will be recalled in seniority order. Seniority rights shall terminate upon the resignation or termination of an employee pursuant to this Agreement or after eighteen (18) months of layoff. An employee who is recalled shall have seven (7) calendar days to accept an offered position; failure to respond in writing within this time shall be construed as a rejection

to the offer. The employee must maintain a current mailing address with the school district. An employee who rejects a non-equivalent position shall continue to remain on recall status for the balance of the eighteen (18) month period. An employee who accepts a position shall be removed from recall status.

**Subd. 1.** In the event of a lay off the school district shall notify the AAAA and the affected employee(s) at the earliest opportunity. Under no circumstances shall this notification be less than thirty (30) calendar days.

**Subd. 2.** An employee subject to lay off may elect to displace an employee with lesser seniority according to the following procedure. Such employee, if qualified, shall have the right to displace a less senior employee in the employee's job classification, or, if there are no less senior employees in the job classification, such employee, if qualified, shall have the right to displace a less senior employee in the employee's group whose job classification is lower than the displacing employee's job classification. An employee shall not bump another employee whose job classification is higher than the displacing employee's job classification. An employee may accept a lay off in lieu of accepting a position with lesser hours than the position he/she formerly held.

**Subd. 3.** An employee subject to lay off, who is offered an equivalent position in terms of hours and wage rate in the unit must accept the position or relinquish his/her right to reinstatement/recall.

**SECTION 4. CONTINUATION OF BENEFITS:** Employees who have been laid off shall be entitled to continue in the school district’s group insurance plans for up to 18 months, if permitted under the insurance carrier’s policy provisions, but shall pay the entire premium for such programs as he/she wished to retain. It is the responsibility of such employee to make arrangements with the school district business office to pay the school district the monthly premiums in advance and on such date as reasonably determined by the school district.

**SECTION 5.** Any future Annandale Administrative Assistant Association employees would begin seniority effective on the date they become employed in a position under the Annandale Administrative Assistant Association.

<b>START DATE</b>	<b>EMPLOYEE</b>	<b>GRADE</b>			
August 13, 1997	Chollett, Debra				
August 18, 2003	Storkamp, Wendy				
August 1, 2006	Kuefler, Christy				
December 3, 2007	Otto, Anne				
July 24, 2015	Moravec, Rita				
November 8, 2016	Gimm, Deb				
August 21, 2017	Mjelde, Sarah				

## **ARTICLE XII**

### ***GRIEVANCE PROCEDURE***

**SECTION 1. GRIEVANCE DEFINITION:** A “grievance” shall mean an allegation by a Administrative Assistant resulting in a dispute or disagreement by a Administrative Assistant resulting in a dispute or disagreement between the

Administrative Assistant and the school district as to the interpretation or application of terms and conditions contained in this Agreement or school district policy.

**SECTION 2. REPRESENTATIVE:** The Administrative Assistant may be represented during any step of the procedure by a person or agent designated by such part to act in his/her behalf.

**SECTION 3. DEFINITIONS AND INTERPRETATIONS:**

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

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

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

**Subd. 4. FILING AND POSTMARK:** The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.waiver

**SECTION 4. TIME LIMITATION AND WAIVER:** An alleged grievance must be presented in writing as promptly as possible and within twenty (20) days of the occurrence of the act or within twenty (20) days after the employee acquired or should, through the use of reasonable diligence, have acquired knowledge of the alleged violation. Failure to file a grievance within such period shall be deemed a waiver thereof. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance.

**SECTION 5. ADJUSTMENT OF GRIEVANCE:** The school district and the Administrative Assistant shall attempt to adjust all grievances that may arise during the course of employment of any Administrative Assistant within the school district in the following manner:

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

**Subd. 2. Level II:** In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the superintendent of schools, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the superintendent, the superintendent or his/her designee shall set a time to meet regarding the grievance and shall issue a decision in writing to the parties involved within twenty (20) days. 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 receipt of the decision in Level II. If a grievance is properly appealed to the school board, the school board shall set a time to hear the grievance and shall issue its decision in writing to the parties involved within twenty (20) days. At the option of the school board, a committee or representative(s) of the board may be designated by the board to hear the appeal at this level and report its findings and recommendations to the school board. The school board shall then render its decision.

**SECTION 6. DENIAL OF GRIEVANCE:** Failure by the school board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the Administrative Assistant may appeal it to the next level.

**SECTION 7. ARBITRATION PROCEDURES:** In the event that the Administrative Assistant and the school district are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

**Subd. 1. Request:** A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office



of the superintendent within ten (10) days following the decision in Level III of the grievance procedure.

**Subd. 2. Prior Procedure Required:** No grievance shall be considered by the arbitrator who has not been first duly processed in accordance with the grievance procedure and appeal provisions.

**Subd. 3. Selection of Arbitrator:**

1. Within ten (10) days of the decision to proceed to arbitration, the Association will request a list of arbitrators from the Bureau of Mediation Services.
2. Failure to request a list of arbitrators within the time periods provided herein 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 or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing denovo.

**Subd. 5. 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 that the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the

request of either party. The party requesting a copy of the transcript shall be responsible for its expense. The parties shall share equally fees and expenses of the arbitrator and any other expenses that 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 copy.

**Subd. 6. Jurisdiction:** The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein.

## **ARTICLE XIII**

### ***STRIKES OR WORK STOPPAGES***

The Administrative Assistants covered by this Agreement, in the event of a strike or work stoppage by other groups of district employees, will consider themselves to be on duty for the purpose of carrying out school board policy and insuring the safety of personnel and property. In no event will the compensation for administrative assistants be halted or suspended due to strikes or work stoppages of other district employees.

## **ARTICLE XIV**

### ***PUBLIC OBLIGATION***

**SECTION 1.** The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the school district to the continuous and uninterrupted operation of the school is of paramount importance.

**SECTION 2.** The Association agrees, therefore, that during the term of this contract, neither the Association nor any individual employee shall engage in any strike or unfair labor practice as defined by the P.E.L.R.A. The parties agree that procedures affecting this Article are provided by the P.E.L.R.A. and therefore, shall not be subject to the grievance or arbitration procedure.

## **ARTICLE XV**

### ***DURATION***

**SECTION 1. TERMS AND REOPENING NEGOTIATIONS:** This Agreement shall remain in full force and effect for a period commencing July 1, 2019 through June 30, 2021, and thereafter until modifications are made pursuant to the P.E.L.R.A. In the event a successor agreement is not entered into prior to the expiration date of this Agreement, a Administrative Assistant shall be compensated according to the previous year's compensation until such time that a successor agreement is executed. If either

party desires to modify or amend this Agreement commencing on July 1, 2019, it shall give written notice of such intent no later than May 1, 2019. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

**SECTION 2. EFFECT:** The Agreement constitutes the full and complete Agreement between the school district and the Association representing the 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.

**SECTION 3. 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.

**SECTION 4. SEVERABILITY:** The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

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

FOR: Annandale Administrative Assistant Association

\_\_\_\_\_  
President

\_\_\_\_\_  
Negotiator

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

FOR: Annandale School District #876

\_\_\_\_\_  
Chairman, School Board

\_\_\_\_\_  
Clerk, School Board

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**Schedule A  
ADMINISTRATIVE ASSISTANTS**

**Grade 11**

<b>STEP</b>	<b>FY20</b>	<b>FY21</b>
1	\$15.52	\$15.83
2	\$16.14	\$16.46
3	\$16.76	\$17.10
4	\$17.37	\$17.72
5	\$18.01	\$18.37
6	\$18.62	\$18.99
7	\$19.24	\$19.62
8	\$19.87	\$20.27
9	\$20.49	\$20.90
10	\$21.10	\$21.52
11	\$21.74	\$22.17

**Longevity**

Administrative Assistants hired after July 1, 2019 will not receive longevity. Administrative Assistants hired prior to July 1, 2019 will be grandfathered into the following longevity payment:

- additional \$0.35 @ beginning of 10th year
- additional \$0.35 @ beginning of 15th year
- additional \$0.25 @ beginning of 20th year
- additional \$0.25 @ beginning of 25th year

<b>START DATE</b>	<b>EMPLOYEE</b>
August 13, 1997	Chollett, Debra
August 18, 2003	Storkamp, Wendy
August 1, 2006	Kuefler, Christy
December 3, 2007	Otto, Anne
July 24, 2015	Moravec, Rita
November 8, 2016	Gimm, Deb
August 21, 2017	Mjelde, Sarah

**MEMORANDUM OF UNDERSTANDING  
BETWEEN ISD #876 AND THE ANNANDALE ADMINISTRATIVE ASSISTANT  
ASSOCIATION**

This letter is to confirm an agreement between Independent School District No. 876 and the Annandale Administrative Assistant Association regarding the payment of additional hourly compensation to Association members who choose to waive coverage of health and hospitalization insurance.

During the 2019-2020 and 2020-2021 school years, members of the Annandale Administrative Assistant Association who qualify for health and hospitalization insurance coverage and who choose to waive this coverage will receive an additional \$2.25 per hour in FY20 and FY21.

This agreement is for the 2019-2021 school years only.

**APPENDIX A**  
**ANNANDALE SCHOOLS ISD #876**  
**2020 Health, Dental and Life**  
**Rates & Options**

**PUBLIC EMPLOYEES INSURANCE PROGRAM (PEIP)**

**Monthly rates as of January 1, 2020.**

The Maximum District Contribution for Family health insurance is\*\$15,679 or \$1,306.58 per month.

The Maximum District Contribution for Single health insurance is \* \$8,812 or \$734.33 per month.

The Maximum District Contribution for Duals (2 eligible) health insurance is \*\$25,635.43 or \$2,136.29 per month.

**PEIP HSA**

**\$1,500-4,000** /Individual Deductible; **\$3,000-8,000** /Family Deductible (determined by PCC Cost Level)

Total Cost **\$3,000-5,000** Individual Out of Pocket Max; **\$6,000-10,000** Family Out of Pocket Max (determined by PCC Cost Level), Preventative Care 100%

**MONTHLY RATES:**

	Rate	HSA Board	District Cont.	Employee Cost	District HSA Cont.
Single -	\$488.04	\$246.29	\$734.33	\$0.00	<b>\$2,955.48 / yr.</b>
Family -	\$1,284.54	\$22.04	\$1,306.58	\$0.00	<b>\$264.48. / yr.</b>
Dual -	\$1,284.54	\$591.67	\$2,136.29	\$0.00	<b>\$7,100.00 / yr.</b>

**PEIP ADVANTAGE HIGH**

**\$250-1,500**/Individual Deductible; **\$500-3,000**/Family Deductible (determined by PCC Cost Level)

Total Cost **\$1,700-3,600** Individual Out of Pocket Max; **\$3,400-7,200** Family Out of Pocket Max (determined by PCC Cost Level), Preventative Care 100%

**MONTHLY RATES:**

	Rate	District Cont.	Employee Cost
Single -	\$693.26	\$734.33	\$0.00
Family -	\$1,832.38	\$1,306.58	\$525.80
Dual -	\$1,832.38	\$2,136.29	\$0.00

**DENTAL MetLife**

KM 05945375-G

	Rate	Your Cost
Single	\$49.86	\$49.86
Emp + Spouse	\$92.31	\$92.31
Emp + Children	\$119.72	\$119.72
Family	\$170.55	\$170.55

**LIFE – Reliance Standard 11858**

Term Life Benefit for full time employees	
Administrative Assistant	\$50,000
Life Insurance District Contribution 100%	
Additional Life is available at the time of hire see Kacy for details	



**Long Term Disability – Madison Nat'l Life** 9481 @ .00262 District Contribution 100%

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District contribution to insurance premium is prorated for part time staff.