

COLLECTIVE BARGAINING AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT #709
DULUTH, MINNESOTA

and

EDUCATION MINNESOTA DULUTH-CLERICAL LOCAL 692- A
DULUTH, MINNESOTA

EFFECTIVE DATES

July 1, 2021

to

June 30, 2023

AGREEMENT BY AND BETWEEN
EDUCATION MINNESOTA DULUTH-CLERICAL LOCAL 692-A
DULUTH, MINNESOTA

&

INDEPENDENT SCHOOL DISTRICT NO. 709
ST. LOUIS COUNTY, MINNESOTA

THIS AGREEMENT, entered into, by and between Education Minnesota-Duluth Clerical Local 692-A, Duluth, Minnesota, hereinafter referred to as "**Union**", and Independent School District No. 709, Duluth, St. Louis County, Minnesota, a public corporation, hereinafter referred to as "**School District**", and relating to terms and conditions of employment, including hours of employment, the compensation therefore including fringe benefits, and the employer's personnel policies affecting the working conditions of the employees.

NOW, THEREFORE, in consideration of the mutual promises and agreements between the parties contained herein, the parties agree as follows:

ARTICLE I

Recognition

The School District formally recognizes Education Minnesota Duluth-Clerical Local 692-A, Duluth, Minnesota, as the exclusive bargaining agent for all clerical and including those on approved leave of absence of Independent School District No. 709 who are within the positions and levels included in Exhibit A and who work (a) more than fourteen (14) hours per week or 35% of the normal workweek, whichever is less or (b) more than sixty-seven (67) workdays per year, excluding managerial/supervisory, confidential and all other employees according to PELRA 179A.03. The Union shall be the duly authorized representative of said employees with respect to rates of pay, wages, hours and other conditions of employment and shall have the rights granted to it by the applicable laws of the State of Minnesota. It is agreed that the School District will not bargain individually or collectively in regard to any matter affecting conditions of employment of said employees, or affecting the role of the Union as exclusive bargaining agent, with any other organization or person except as required by law.

ARTICLE II

Matters Not Covered

This Agreement represents the full and complete agreement between the parties and supersedes all previous Agreements between the parties. The parties, if mutually agreed, shall have the right to negotiate during the term of this Agreement, any subject matter which may not have been in the knowledge of contemplation of the parties at the time this Agreement was reached.

ARTICLE III

Savings Clause

In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE IV

Board And Employee Rights

- A. **Board Rights** – It is understood and agreed that the School Board of the School District, on its own behalf and on behalf of the citizens whom it represents, hereby possesses, retains and reserves unto itself the right to manage, direct and control all School District functions in all particulars except as limited by the

terms of this Agreement or by applicable federal and state law. Nothing herein shall be interpreted, however, to prohibit the District from exercising its inherent management rights to create, revise and eliminate positions and relieve employees from duties because of lack of work or for other legitimate reasons.

B. Employee Rights

1. Personnel files relating to each individual employee shall be available to each individual employee during regular school business hours upon written request. Employees shall have access within three (3) business days of said request. The employee shall have the right to reproduce any of the contents of the files at the employee's expense and to submit for inclusion in the file written information in response to any material contained therein.
2. An employee shall receive a copy of any deficiency notice placed in their personnel file.
3. The School District may destroy the files as provided by law.
4. After completing the probationary period, employees shall be subject to discipline up to and including termination for just cause. Such discipline or termination shall be subject to the grievance procedure.

ARTICLE V

Grievance Procedure And Arbitration

The purpose of this procedure is to provide a method whereby employees who are members of the bargaining unit may present their grievances concerning the interpretation or application of the terms of this Agreement.

A. Definitions

1. A "***grievance***" is an action instituted under this Article by an aggrieved employee or the Union in the belief that there has been a violation, misapplication, or misinterpretation of the terms of this Agreement by the School District, School Board, its employees, agents or contractors.
2. The aggrieved employee is an employee within the appropriate bargaining unit as defined by the terms of this Agreement who has been directly affected by an alleged violation, misapplication, or misinterpretation of the terms of this Agreement.
3. The term "***days***" when used in this grievance procedure shall refer to calendar days, except that when the last day for doing any act under this grievance procedure falls on a Saturday, Sunday or such holidays as provided in this Agreement, the next calendar day which is not a Saturday, Sunday or such holiday shall be the last day for doing that which is required or is to be done under the terms of this procedure.

B. Representation Right

1. The School District shall be a party to all grievances at all steps and may be represented by its designated representative.
2. The aggrieved employee reserves the right to be represented by a representative of his/her choice, including a Union representative, at all steps of this grievance procedure, including arbitration. The Union shall be notified and a representative of the Union may be present and express his/her views at all steps of this grievance procedure after Step I.

C. Procedure

1. **Step I** - The aggrieved employee shall present his/her grievance within twenty (20) days of the time he/she knew or should have known of the act, event or default of the School District, the School Board, its employees, agents or contractors, which is alleged to be a violation, misapplication or misinterpretation of the terms of this Agreement.

The grievance shall be presented in writing to his/her building Principal or other immediate supervisor who is not a member of the bargaining unit under this Agreement or when the act, event or default which is alleged is not the action or failure to act of a building Principal or other immediate supervisor, then the employee or employees may initially file a grievance at Step II of the grievance procedure in like manner and within the time limits provided in this Section. A copy of the grievance shall also be sent to the Human Resource Manager.

The written grievance shall state the nature and date of the violation to the best of the employee's knowledge, the Article or Articles of this Agreement alleged to have been violated, misapplied or misinterpreted and the relief or action sought by the aggrieved employee. The Principal or Supervisor shall immediately set a hearing date that is within five (5) days of the filing and notify the aggrieved employee and his/her designated representative. A decision in writing by the Principal or Supervisor shall be rendered within five (5) days of the hearing and communicated to

the aggrieved employee, the Union, and the Superintendent of Schools. Any appeal from this decision shall be taken by the aggrieved employee within twenty (20) days of the communication of the decision to him/her.

2. **Step II** - In the event an appeal is filed from a decision at Step I, or in the event of a grievance initially filed at Step II under this Article, or at the option of the Superintendent or his/her designee, shall then set a hearing date that is within ten (10) days of the filing of such grievance or appeal, or within twenty (20) days of communication to the Superintendent of the decision at Step I, and so notify the aggrieved employee, the Union, and on an appeal the Principal or Supervisor rendering the decision at Step I. The Superintendent or his/her designee shall conduct such hearing and notify the aggrieved employee, the Union, and on an appeal the Principal, Director or Supervisor rendering the decision at Step I of his/her decision in writing within ten (10) days of the hearing.

- D. **Arbitration** - The Union, through its appropriate officers, may appeal within thirty (30) days of the communication of the written decision at Step II, or if no decision has been made by the Superintendent, within forty (40) days of the Step II hearing. Such appeal shall be in writing and filed with the Superintendent of Schools. The Superintendent of Schools shall immediately make a written request to the Director of the State Mediation Bureau for a list of five (5) arbitrators appointed pursuant to Minnesota Statutes, Section 179A.21, subd. 2. Upon receipt of such list and within five (5) days thereafter, the Union and School District shall alternately strike four (4) names from such list. The first strike to be determined by the flip of a coin, unless the School District and Union can agree on the use of one (1) of the arbitrators from the list. The remaining arbitrator shall be immediately notified of such selection and shall proceed to a hearing of the grievance and make his/her decision within thirty (30) days of the hearing.

His/her written decision shall state the facts and Articles of the Agreement on which the decision relies, shall include conclusions and the relief to be given, if any, and shall be final and binding on the Union and School District.

The arbitrator shall first proceed to the question of arbitrability of the grievance if such issue is raised by the School District and shall then proceed to hearing of the evidence and testimony on the grievance. The arbitrator shall not have authority to amend, alter or in any way change the terms of this Agreement or to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement, nor shall he/she have authority to determine whether any of the provisions of this Agreement are unlawful. The Union and School District may present any evidence or testimony or raise any issues before the arbitrator whether or not presented or raised at any prior step of this procedure. Either the School District or the Union may request that a verbatim report of the hearing before the arbitrator be taken. The School District and Union shall share equally in the expenses and cost of the arbitration, but each of them (the School District and Union) shall pay the cost of their own witnesses except as otherwise provided herein, the presentation of their own evidence before the arbitrator, and of any copies of a written transcript of the proceedings it shall request from the arbitrator, and the cost of a verbatim report shall be borne by the party requesting the same. The arbitrator shall permit oral arguments if requested by one of the parties and shall determine whether written briefs may be filed and the time therefore.

For purposes of complying with Minnesota Statute with 572B.19(a), the arbitrator shall mail his/her decision by certified mail to the grievant and the representatives of the employer and the Union.

E. **Miscellaneous Provision**

1. The Union may file a group grievance on behalf of several employees of the bargaining unit at Step II of this procedure if the act, event or default of the School District, School Board, its employees, agents or contractors is alleged to have violated, misapplied or misinterpreted this Agreement so as to directly affect at least ten (10) employees in the bargaining unit on the same or similar issues under an Article or Articles of this Agreement. The grievance shall be filed in like manner and within the time limits provided under Step I of this procedure.
2. The Union may file a grievance when it is alleged that a member of the bargaining unit has violated this Agreement.
3. The Union may file a grievance concerning an alleged violation of this Agreement when the members of this unit would not reasonably be expected to have knowledge; e.g., failure to post a vacant or new position, failure to notify the Union of creation of new positions, failure to notify the Union of transfers denied.

4. The time limits specified herein may be waived or extended by mutual agreement of the parties, and notice to the Union after Step I if not a party, but such waiver or extension shall be in writing and signed by the parties following the time of decision at Step I. Failure of the appropriate hearing officer to render a decision within the time permitted herein shall be considered a denial of the grievance and permit the aggrieved employee or the Union as the procedure may provide to appeal to the next step within the time limits set, but this shall not apply to the decision of the arbitrator.
5. Access shall be given at the expense of the party requesting to all non-confidential information which is exclusively in the possession or available to either of the parties and necessary to the determination and processing of a grievance, but the determination of the confidentiality of the information by the party who has been requested to furnish the same shall be final except at the arbitration level where the decision of the arbitrator shall be final. This shall not apply to information or documents forbidden by law to be disclosed by either party.
6. Failure at any step of this grievance procedure to initiate or appeal a grievance within the time limits provided herein shall constitute a waiver of the grievance, but such waiver shall not bind the Union where the Union is not a party and does not have a right of appeal under the terms of this procedure. Likewise, where the aggrieved employee has not appealed a decision at Step I for whatever reason, the School District shall not be bound by the decision at Step I in the case of other grievances on the same or similar issues by other employees, the same employee, or the Union. In the case of an event, act or default which is of a continuing nature, the employee and the Union shall waive their rights to any retroactive relief for any period during which the grievance has not been filed within the time limits specified within this grievance procedure.
7. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the aggrieved employee.
8. All hearings through Step II shall be held during non-working hours of the aggrieved employee or employees, if possible; but in the event it is desired by the School District or hearing officer to hold the hearing during work hours of the aggrieved employee or employees such employee or employees and the Union representative shall be given time off without loss of pay to attend such hearing. The Superintendent of Schools shall first authorize any hearings at Step I during working hours.
9. When arbitration hearings are held during normal working hours, employees who appear at the request of the Union and who shall not lose wages from the School District due to their participation in such hearings are as follows:
 - a. The number of employees including the grievant or grievants equal to the number of persons testifying in the grievance proceeding on behalf of the public employer; or
 - b. If the number of persons testifying on behalf of the public employer is less than three (3), three (3) employees including the grievant or grievants may still participate in the proceedings without loss of wages.
 - c. The Union President may attend without loss of pay and shall not be counted in the numbers determined in a. and b. above.
10. Any decision which is mailed shall be presumed to be communicated within three (3) days of mailing, and the filing or service of any appeal shall be considered timely if mailed and bearing a dated postmark of the United States mail within the time period specified in this procedure.

ARTICLE VI

Salary Schedule

The salary schedule for clerical employees covered by this Agreement is attached hereto as Exhibit "A".

ARTICLE VII

Vacations

Clerical employees shall receive a lump sum accrual on an annual basis beginning July 1 each year. All vacation an employee earns on July 1 must be taken and used by the employee within the following eighteen (18) consecutive months. The lump sum accrual will be made in accordance with the schedule and provisions stated below. Employees working less than the regularly scheduled work week who work half time or more shall receive prorated vacation based upon the number of hours such employee is regularly scheduled to work.

Scheduled Weeks	0 – 6 Yrs	6+ - 14 Yrs	14+ - 20	20+
38-40	3 days	4 days	5 days	6 days
41-42	4 days	5 days	6 days	7 days
43-44	5 days	6 days	7 days	8 days
45-48	6 days	7 days	8 days	9 days
49-52	10 days	15 days	20 days	25 days

Extended year contract weeks or temporary contract extensions (same position/same program) will be calculated in the total weeks worked for the year accruing vacation.

Employees working in positions calling for a fifty-two (52) week work year may, with prior approval from Human Resources, can carry over up to 80 hours of vacation to be used in the following year by December 31. Request to accumulate vacation must be made in writing prior to December 15th of the calendar year immediately preceding the calendar year in which the vacation time will be used.

Upon ratification, the value of any vacation accrual changes for contract year 2021-2022, will be paid out to each employee accordingly.

Employees who retire/resign or otherwise leave the service of the School District will receive any unused vacation that has been prorated from July 1 until their termination date. An employee, who has used vacation in excess of their earned amount at the time of separation, will be held liable to repay the monetary equivalent to the District.

ARTICLE VIII

Leaves Of Absence

A. Earned Leaves Of Absence With Pay

1. Definitions and Procedures

- a. 1) Earned leave time may be used by the employee to provide for pay continuation for periods of time when the employee has been released from work by prior authorization for limited specific purposes described in more detail in this section and which are generally referred to as sick leave, family leave and personal leave.
- 2) Sick Leave is hereby defined to mean the absence of an employee due to his/her own illness, injury, exposure to a contagious disease, or scheduled medical or dentist examinations and treatments.
- 3) Family Leave is hereby defined to mean the absence of an employee for the purpose of attendance upon a member of the employee's immediate family requiring the care or attendance of such employee, or death in the immediate family of the employee or spouse's immediate family.
- 4) Personal Leave Day is hereby defined to mean the absence of an employee to attend to personal matters which cannot be scheduled and/or attended to during non-duty hours.
- b. Employees holding a position in the shall accrue earned leave time at the rate of .06155 hours for each hour on District paid status, excluding overtime hours with a maximum of one and one-half (1 ½) days of earned leave time for each full month worked. This earned leave time may not be used during the first 90 days of active employment with the School District. Unused earned leave time may be accumulated to a maximum of two-hundred twenty-eight (228) days. The School District shall not maintain a "buffer" above the two hundred twenty-eight (228) days.
- c. Whether taken as Sick Leave, or Family Leave, or as a Personal Leave Day all earned leave taken by an employee will be charged to his/her accumulated earned sick leave time.
- d. To obtain approval for use of earned leave, employees must notify their supervisors as soon as possible, but no later than the time they are scheduled to report for duty, except when past practice has established an earlier notifying time. Employees will obtain prior approval for the purpose of medical, dental, optical examinations or treatments, except where an emergency precludes prior notice and approval. The employee must obtain prior approval to use a Personal Leave Day.
- e. A former employee in the unit who has been rehired within thirty (30) days after resignation, shall have his/her previously accumulated and unused earned leave reinstated and placed to his/her credit.

- f. An employee removed from the payroll because he/she has used all accumulated vacation and sick leave shall be considered to be on a leave not to exceed one (1) year and shall be reinstated in his/her position upon filing with the appointing authority an affirmation of his/her fitness to perform the duties of his/her position. At the discretion of the School District the employee may be required to present a certificate of his/her physical fitness signed by a doctor who shall be chosen and compensated by the School Board.
2. **Sick Leave**
- If an employee is absent from duty because of personal illness for more than three (3) consecutive days, or absent the day before and/or the day after a holiday because of personal illness, it may be necessary for him/her to file a certificate of illness from a physician, osteopath, chiropractor, dental surgeon, or Christian Science Practitioner. For pandemic related absences follow district guidelines and pandemic leave will not require a physician's note to return to work.
 - If the School District suspects an employee is abusing sick leave privileges, the employee shall be advised that because of his/her questionable sick leave record a medical certificate may be required for any subsequent sick leave; and that failure to furnish a requested medical certificate shall preclude the employee from using sick leave for such an absence.
 - No employee shall be granted sick leave for any injury or illness resulting from any gainful employment on any job other than his/her regular School Board employment, unless he/she was officially assigned to that employment as a special duty.
3. **Family Leave**
- Death in the Family:**
 - Up to five (5) days shall be granted in case of death within the immediate family of an employee or spouse as defined herein, but the employee may request and be granted two (2) additional days. **"Family"** shall constitute members of the immediate family which for the purposes of this Section (a) shall include spouse, father, mother, brother, sister, child (biological, step or adopted), grandparent, grandchild, in-laws, aunts, uncles, and nieces/nephews and registered domestic partners. This shall also apply to foster relationships of the above listed categories. A **"registered domestic partner"** shall mean an individual who has been registered through their county of residence.
 - An employee may be absent up to an additional three (3) days on account of death in the immediate family if necessary for travel in connection with legal or business matters involving the estate or burial of the deceased.
 - Illness/Injury in the Family:**
 - Eligible employees under this Agreement shall be allowed a maximum of twenty (20) sick leave days per year for absences due to a serious illness or injury in the immediate family requiring the care or attendance of the employee. Such allowance is to be charged against the current or accumulated sick leave. Such leave shall require the notification of the immediate supervisor of the clerical.
 - "Family"** shall constitute members of the immediate family of an employee, spouse or registered domestic partner and for purposes of this regulation shall include adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent. This shall also apply to foster relationships of the above listed categories. A **"registered domestic partner"** shall mean an individual who has been registered through the City of Duluth as a domestic partner of an employee of the District.
 - In addition to the above, clerical who work over 14 or more hours per week may use more than twenty (20) days sick leave for absences due to an illness or injury of the clerical's dependent child in accordance with Minnesota Statute §181.9413 (2013).
4. **Personal Leave Day** - Two (2) non-accumulative personal leave days per school year may be used by persons in this unit. Each party agrees that it is the intention of the parties that the allowed hours per personal leave day is equal to the assigned number of hours per day.
5. **Professional Leave** – Employees may be excused for professional reasons without loss of pay, provided permission is granted by the Superintendent or his/her designee. Such professional leave could include, but not be limited to conferences, workshops, conventions, task force membership and committee membership related to education appointed by local, state and/or federal government.
6. **Union Leave**- The employer shall grant leaves of absences to attend Union Conventions, Seminars, Education Classes or other Union business. The Union agrees that such leave will not unduly affect the proper operations of the department. Not more than two (2) union members who shall be determined by the local union shall be entitled to attend for no more than two (2) days in

any calendar year without loss of pay from the School District a duly called labor convention to which the local union is entitled to send members or delegates. Additional members may attend if mutually agreed upon by the member's site supervisor. Meetings between representatives of the union and the employer will be scheduled at times mutually agreeable to the Parties. Reasonable effort shall be made to hold such meetings at times that do not conflict with assigned duties. Where such meetings cannot be scheduled at times that do not conflict with assigned duties, the employer will grant a leave of absence without loss of pay or other entitlement. Where such leave is granted, the employer will replace the employee as necessary. This clause may be utilized by the union to ensure adequate representation by the union with respect to issues that affect the district. To facilitate the administration of this provision, the union will ensure that the employer is advised of any eligible leaves to be taken. The union may designate a person(s) who will be entitled to union leave under this Article and will advise the employer of the amount of leave to be taken. The union agrees to reimburse the District for any wages and benefits paid under this Article, and the Union member taking such leave will be made whole.

B. Leave Of Absence Without Pay

1. Special Leave of Absence

- a. Any employee holding a position in the unit who is mentally or physically incapacitated to perform his/her duties or who desires to engage in a course of study such as will increase his/her usefulness on his/her return to the District, or desires to secure leave from his/her regular duties, may, on written request approved by the School Board, be granted Special Leave of Absence without pay for a period not exceeding one (1) year, which leave may be extended up to one (1) additional year.
- b. Special Leave to be in writing. Any employee asking for Special Leave without pay shall submit, on forms prescribed by the School District, his/her request for Special Leave stating the reasons the request should be granted, the date when he/she desires the leave to begin, and the probable date of his/her return.

2. **Parental Leave** - Up to six (6) months of unpaid Parental Leave shall be granted to a father or mother in conjunction with the birth or adoption of a child. However, if the employee requests, Parental Leave shall be granted to the end of the school year. In order to be eligible for Parental Leave, the employee must request the Parental Leave in writing to the Human Resources Manager at least two (2) months in advance of the commencement of the leave and must commence the Parental Leave no more than six (6) weeks after the birth or adoption of the child, except that in the case where the child must remain in the hospital longer than the mother, the leave may not begin more than six (6) weeks after the child leaves the hospital. Upon expiration of the Parental Leave and return to work the employee shall be assigned to the employee's former position unless it has been eliminated.

If during Parental Leave the District experiences a layoff and the employee would have lost his/her position, pursuant to the layoff provisions of this Agreement, had the employee not been on Parental Leave, then the employee is not entitled to reinstatement in the employee's former position and, in such circumstances, the employee shall retain all rights under the layoff and re-employment provisions of this Agreement as if the employee had not been on Parental Leave.

Any leave taken under this Section shall reduce the length of leave for which the employee is eligible under the Family and Medical Leave Act policy for birth or placement of a child and any unpaid leave taken under the Family and Medical Leave Act policy for birth or placement of a child shall reduce the length of leave for which the employee is eligible under this Section.

The employee and District by mutual agreement entered into prior to or during the leave of absence, with approval of the School Board, may extend the period of parental leave for an additional six (6) months. Such extension may only be approved on the basis of a condition (2) as defined in Section B, 4(b) of this Article, except that the extension may be approved based on condition (1) of Section B, 4(b) if the School Board expressly approves application of condition (1) at the time the Board approves the extension.

3. **Special Leave of Absence (Military)** - Military Leave of Absence shall be granted as required by law.

4. **Approval for Special Leaves of Absence**

- a. For each separate case of Special Leave without pay, the School Board shall at the time it approves the leave determine whether the employee granted such leave shall be entitled to

his/her former position upon returning from such leave or whether his/her name shall be placed on the reemployment list for the level. Employees are normally reinstated to their original position where the leave is mandated by state statute.

- b. Leaves of absence may be approved, as provided in 4(a) above, only under one (1) of the following two (2) conditions:
 - (1) Condition "A" leave entitles an employee to be reinstated to his/her former position or to a position comparably classified upon completion of the leave.
 - (2) Condition "B" leave entitles an employee to be reinstated upon completion of the leave to a vacant position (provided conditions of Article VII are first met) comparably classified consistent with his/her seniority rights or if no such vacancy exists, his/her name shall be placed on the reemployment list for that level.
5. ***Family and Medical Leave Act*** - Employees shall be eligible for leave in accordance with the District's Family and Medical Leave Act policy, which policy shall be in compliance with the Family and Medical Leave Act.

ARTICLE IX

Vacancies

- A. **Posting:** A vacancy shall be posted on the School District's website, In addition, Human Resources will notify employees on a weekly basis of all new job postings via email. Employees on lay-off status will be notified of vacancies by the Human Resources Department via mail or phone call. The posting shall be for seven (7) calendar days. Employees must apply by completing an online application for such vacancies and submit the application to the Human Resources Department by the closing date.
- B. **Eligibility:** All current clerical employees, including those on the layoff list, making application must meet the minimum requirements, as set forth in the posting, of the position to be considered. Minimum requirements shall be defined as passage of a mutually agreed upon test. The mutually agreed upon test may be taken by the applicant prior to or during the posting period. Clerical employees in the clerical unit on December 1, 2017, shall be exempt from taking and passing the test for his/her current classification and classifications at a lower level. The three (3) most senior qualified applicants will be interviewed.
- C. **Initial Consideration:** When three (3) candidates have been selected, the posting shall be closed and the supervisor involved shall make a selection through the interview process. The vacancy will be filled by the candidate who in the opinion of the District best meets the vacancy requirements.
- D. **Probationary Period:** Employees shall reserve the right to apply for any vacancy as an internal candidate regardless of probationary status in his/her current position.
- E. **External Considerations:** The vacancy may be filled by a candidate external to the unit if less than three (3) internal candidates apply. The District may consider external candidates to bring the total number of candidates to interview to three (3). The supervisor involved shall then make a selection through the interview process. In the event no qualified internal candidates apply, the District may consider any external applicants that are qualified. Minimum requirements for external candidate(s) may be defined as passage of a mutually agreed upon test. The mutually agreed upon test may be taken by the applicant prior to or during the posting period.
- F. **New Employees:** Under this agreement a new employee is defined as all external candidate applying for positions within this bargaining unit and current district employee from outside of this bargaining unit.

ARTICLE X

Reclassification

- A. Placement on the salary schedule for positions in the unit subject to reclassification will be determined by the job level into which the position falls pursuant to the timelines and methodology outlined in Addendum A.
- B. In order for a position to be re-evaluated, the position must have incurred a significant increase in job duties and responsibilities, which would warrant an upgrade of one or more pay levels.
- C. Positions which have been reclassified shall not be subject to the re-bidding process.
- D. Persons in the unit who believe that their position warrants upgrading in classification due to increases in job responsibilities shall adhere to the following procedures:
 1. **Level I** - Consistent with the timelines set forth in the grievance procedures of the current collective bargaining agreement, a person in the unit who believes that his/her assigned job responsibilities have increased to warrant reclassification shall make a written request detailing specific details, data, etc. for such consideration to the Level I Review Committee including unit members appointed by the Union, the supervisor of the member requesting reclassification, as well as a District-designated resource person. This committee shall interview the member requesting reclassification, review the request and make a written recommendation of their decision to the Human Resources Department designee within fifteen (15) working days for Level II review, with copies to be sent to the Union and the employee who submitted the request.
 2. **Level II** - The Human Resources Department designee shall meet with the Union and the chair of the Level I Review Committee within ten (10) working days following receipt of the committee's request to properly reclassify the position. The Human Resources Department designee shall have ten (10) working days to reach a decision; however, if agreement cannot be reached regarding a proper placement within the ten (10) days, the affected employee may appeal the Human Resources Department designee's written decision to Level III within ten (10) working days following receipt of the Human Resources Department designee's decision, with copies to be sent to the Union and the employee who submitted the request.
 3. **Level III** - If agreement cannot be reached at Level II, a three (3) member committee shall be formed with one member chosen by the Superintendent of Schools, one member by the Union and a third member selected by agreement between the above two (2) representatives. If agreement cannot be reached, the Chairperson of the School Board shall choose the third member to this committee. The committee shall convene and render a decision regarding the appeal, with copies to be sent to the Union and the employee who submitted the request, within twenty (20) working days following receipt of appeal from Level II. The Union, the Level I Review Committee Chairperson and the Human Resources Department designee shall present evidence directly to the committee for consideration. The decision of the Level III committee shall be final and binding upon all parties subject to School Board approval. However, should the School Board deny the reclassification, it may do so only on the basis of removing those duties found to qualify the position in question for reclassification.
 4. In the event the administration believes a position should be reclassified, the Human Resources Department designee shall notify the Union in writing of such request and a Level I determination shall be made of same. It is agreed that the same standard to demonstrate "***significant increases***" as referred to in Paragraph B above shall also apply to the District when proposing increases or decreases in level during the interim period of any contract. If agreement cannot be reached at Level I, an appeal may be made directly to the Level III committee by the Human Resources Department designee. The Level III decision, with copies to be sent to the Union and the employee whose position is the subject of the request, shall be final and binding on all parties subject to School Board approval under the provisions of Paragraph D, 3. It is intended that the School Board shall not become a forum whereby appeals from the Level III decision shall be made.
 5. The School District shall notify the Union and affected employee at least thirty (30) working days before requesting a reclassification of any bargaining unit position providing the Union with full explanation as to the basis and nature of the changes in job duties.

ARTICLE XI

Placement On The Salary Schedule

- A. **New Hire:** New employees shall be hired at Step 1 in the appropriate pay level. One (1) step increase for new employees shall be granted at the beginning of the next pay period following the completion of their probationary period. Thereafter, the employee shall advance one (1) step each July 1.
- B. **Promotion.** When an employee is promoted to a higher position, his/her salary shall be increased to that salary in the new pay range which is next over the salary he/she was receiving prior to promotion and shall remain at that step until the beginning of the next pay period following completion of six (6) months service or the probationary period in the position, whichever is later. He/she shall advance one (1) step in the new pay range. Thereafter, the employee shall advance one (1) step in the new pay range each July 1.
- C. **Reclassifications.**
When an employee is reclassified to a higher position, his/her salary shall be increased to that salary in the new pay range in the same step in the new pay range. Thereafter, the employee shall advance one (1) step in the new pay range each July 1.
When an employee is reclassified to a lower level, their salary shall be redlined until such time as:
1. The salaries of the other employees at the level meet or exceed the demoted employee's salary.
 2. The employee voluntarily applies for and accepts a new position, in which case the individual is agreeing to the salary of the new position.
 3. The District eliminates the position, in which case the individual would bump following the process in Article X. The employee's salary shall remain redlined since they changed positions through no fault of their own.
- D. **Out-Of-Class Pay.**
When an employee is assigned additional duties from a higher classification for twenty (20) consecutive days or more, the employee will be compensated a negotiated hourly increase as determined by Human Resources management and the Union on the twenty-first (21st) day.

ARTICLE XII

Displacement/Bumping/Layoff/Recall Procedure

- A. **Displacement.**
Reductions: The District may reduce the hours and/or weeks of assignment when it becomes necessary through lack of funds or for other cause for which the employee is not at fault to reduce the number of employees in a given job title. Newly hired probationary and substitute employees in the job title shall be the first to be laid off and shall have no bumping or recall rights.
- For eligible employees the assignment/bumping procedure in Article X, B shall be followed when any of the following occurs:
1. The District implements a reduction in total hours per year of more than four (4) hours per week of an employee's current position.
 - a. The District may not reduce the appointment more than four (4) hours per week within a twenty-four (24) month period.
 - b. The reduction calculation will be based on the appointment at the beginning of the twenty-four (24) month period.
 - c. Reductions from temporary increases of one (1) year or less will not be counted towards the four (4) hours.
 2. The District implements a continuing reduction of an employee's work year by more than two (2) weeks within a twenty-four (24) month period.
 - a. The District may not reduce the appointment more than two (2) weeks within a twenty-four (24) month period.
 - b. The reduction calculation will be based on the appointment at the beginning of the twenty-four (24) month period.
 - c. Reductions from temporary increases (e.g. extensions or additional summer assignments) will not be counted toward the two (2) weeks.
 3. The District implements a continuing reduction of an employee's assignment to below benefit eligible.

The employee whose position is eliminated or reduced shall have the option of remaining in his/her current position or being assigned to a position following the process in Article X, B: Assignment/Bumping.

Increases: The District may increase the hours and/or weeks of an assignment. When an assignment is increased in hours and/or weeks, the employee holding the position will remain in the position.

B. Assignment/Bumping:

1. Seniority will be based upon District date of hire in the clerical unit.
2. The incumbent shall be assigned to a new position under the procedures that follow:

An employee whose position is eliminated or reduced shall be assigned to an open position in the same pay level; the assignment takes precedence over filling the vacancy. The incumbent is not required to accept a position with fewer hours or weeks than the position they are currently holding.

If more than one (1) employee is affected, the most senior employee will be given the first choice of positions available.

3. If no such position is open, then the employee shall bump the least senior employee in the same pay level. The incumbent is not required to accept a position with fewer hours and/or weeks than the position they are currently holding. If more than one (1) employee is affected, the most senior employee will be given first choice of positions available. If no such position exists, then the employee shall bump into successively lower pay levels using the same criteria as above until an assignment is made.
4. Only one "**bump**" shall be allowed for each instance of layoff. Thereafter, problems arising relative to "**bumping**" and probation shall be governed by the terms outlined in Article XII, Probation. Pay level herein refers to the pay levels in Exhibit A notwithstanding that there may be different steps of pay within the pay level. An employee "**bumped**" out of a position shall be assigned to a vacant position in his/her same level. The employee may elect another position only if the vacant position offered has fewer hours and/or weeks than his/her formerly held position. An employee "**bumping**" into a lower level position shall remain at the same step in the pay plan. An employee assigned or electing to "**bump**" into a different position will be on probation for the first three (3) months. Immediately upon entrance into a new classification, an employee's seniority shall be dovetailed into such classification according to his/her District-wide seniority standing. The employee shall retain recall rights to his/her former position for a three (3) month period following a "**bump**". A Union Representative may be present, at the request of the employee, when the District meets with an employee to notify that employee of "**bumping**" options.

Provided, that where it is determined that two (2) or more persons in the level in which layoff or reductions to be made have equal seniority, the order of layoff or reduction in such tie cases shall be determined by first, the employee with the earlier birth month; second, the employee with the earliest birthday in that month. January 1st shall be considered the starting month when determining seniority.

C. Layoff:

1. If no assignment is made as described above, the employee shall be laid off. The employee shall retain his/her seniority while on layoff list. Seniority shall be adjusted based on length of time on the lay-off list once the employee is recalled to work.
2. After a period of two (2) years the employee's name shall be removed from the layoff list. The person will be notified of such action unless the period is extended by the School Board.

D. Recall from Layoff List:

1. When a position becomes available, the assignment shall follow the process in Article VI – Vacancies.
2. Persons on the layoff list must accept, if offered, a benefit eligible position in the same or higher level as held at the time of lay-off. If such a position is declined, the person on the layoff list shall forfeit his/her recall rights.

ARTICLE XIII

Probation

- A. Upon being initially employed with the District or following promotion, employees in this unit shall be on probation for a period of six (6) months unless extended for a period of time not to exceed six (6) months. An employee either newly hired, promoted or transferred will have a written review at 90 days. Persons laid off or demoted without fault on their part who have completed the probationary period and who are reassigned to a position in the same class from which they were laid off or demoted shall not be required to serve a second probationary period. Layoff or demotion without fault on their part during their probationary period and who are assigned to a position in the same class from which he/she was laid off or demoted, will be credited for the probationary time already served in the new appointment.
- B. The Supervisor may, during the probationary period, discharge or demote an employee for any cause, as the Supervisor shall see fit. Any probationer rejected on probation shall be considered permanently separated from the position he/she has held, provided that an employee promoted and then rejected during the probation period shall have the right to assume the position from which he/she was promoted, if it is not occupied by a permanent employee, and that in case he/she is not restored to his/her former position, he/she shall be placed in the position in the same class held by the least senior person. If the affected employee is the least senior person in the class, he/she shall be placed in the position held by the least senior employee in each successively lower class in which he/she has previously completed a probationary period. If the affected employee does not have sufficient seniority to bump into any lower classes, his/her name shall be placed on the reemployment list for the class from which he/she was promoted and upon the reemployment list of all lower classes in the same series in which he/she has previously completed a probationary period.

ARTICLE XIV

Seniority And Longevity

A. Seniority

- 1. Seniority shall be determined by an employee's length of service in the clerical unit.
Note: Seniority is subject to the conditions of Article XII on probation.
- 2. Time spent on paid Sick Leave shall count toward seniority. Time spent on Special Leaves over thirty (30) days, except Military and Maternity, shall not be counted.
- 3. A seniority list shall be maintained and brought up to date as of November 1 of each year with copies available at each work site and the DFT office. Employees shall have fifteen (15) working days thereafter to raise challenges to their seniority rating. Any employee failing to challenge his/her seniority as shown on such list within the fifteen (15) working day period thereafter shall be considered to have confirmed his/her seniority as listed. An updated seniority list will be available to the union representatives monthly.

4. Definitions

- (a) Level means a group of positions established under these rules sufficiently similar in respect to the duties, responsibilities and authority thereof that the same descriptive title may be used to designate each position allocated to the level, that the same requirements as to education, experience capacity, knowledge, proficiency, ability and other qualifications should be required of the incumbents, that the same tests of fitness may be used to choose qualified employees, and that the same schedule of compensation can be made to apply with equity.

B. Longevity Award

- 1. Those employees who have been employed full time (38 weeks or more per year) for more than eight (8) years in a permanent position of the classified service of the School District shall be eligible to a longevity award as follows:

Full Time	Per Month
8 – 15 years	\$600 per year
16 – 20 years	\$1000 per year
21-25 years	\$1400 per year
25+ years	\$1800 per year

Continuous service is defined as having no break in service over thirty (30) days except by an authorized leave of absence, except for military service in excess of thirty (30) days, shall be deducted in computing the longevity anniversary date. Employees working less than twelve (12) months a year but working the full school year shall be considered to have completed a full year of continuous service towards eligibility for longevity award.

2. Employees who work part-time (but at least 1/2 time) and who qualify for longevity, as provided above, will receive longevity on a pro-rata basis except where an employee goes from part time to full time, the employee must work in a full time capacity for more than five (5) years in order to qualify for the full time longevity payment but until so qualified, he/she shall continue to receive the pro-rata based longevity.

ARTICLE XV

Holidays

- A. All employees under this Agreement whose contract extends over the following dates are entitled to be paid for the workdays immediately preceding and immediately following such holidays, shall receive the following as paid holidays:

New Year's Day, January 1
Presidents' Day, the third Monday in February
Memorial Day, the last Monday in May
Independence Day, July 4
Labor Day, the first Monday in September
Convention Day in October
Thanksgiving Day, the fourth Thursday in November
The day after Thanksgiving
Christmas Eve, December 24
Christmas Day, December 25

Hourly people working fourteen (14) hours or more a week will be eligible for a paid holiday. Pay for holidays will be based on their normal work hours. Employees requested/required to report to work on a paid holiday will receive one and ½ times their regular pay for the number of hours they work and will receive equal number of hours in paid time off to use at a later date of their choosing.

Except that if Convention Day falls on a day when school is in session, such day shall not be a paid holiday and the employees shall receive a paid "**floating**" holiday in lieu thereof, the date of said "**floating**" holiday to be chosen by the majority of the employees with the approval of the Superintendent of Schools. Said "**floating**" holiday shall not occur on a day when school is in session and all employees shall be required to take the same "**floating**" holiday. If for emergency reasons or any other reason requiring the conducting of schools on Presidents' Day, such day shall not be a holiday and employees shall receive an extra day of vacation in lieu thereof. Whenever a holiday falls on Saturday, the preceding day shall be a paid holiday instead; if on Sunday, the following day shall be a paid holiday instead.

ARTICLE XVI

Insurance

- A. The School District shall make available to each employee within this bargaining unit the same group insurance as is or are available to employees within the teacher bargaining unit of the School District and their dependents, and the School District shall pay the same portion of costs for such group insurance for the employees in this bargaining unit and their dependents as are paid for employees in the teacher bargaining unit and their dependents. Eligibility for insurance shall be the same as the teacher bargaining unit.

The School District will pay the cost of a long-term disability (LTD) income protection plan. This plan shall be continued in effect for employees with coverage to include provisions for payments of a benefit in the event of disability of two-thirds (2/3) of salary without any maximum salary limitation and shall

provide for a ninety (90) day waiting period for commencement of benefits. In all other respects and level of benefits the LTD coverage will remain at the same or improved level as the plan in effect on the date of this Agreement. Each employee may at his/her option elect to have the payments added to his/her taxable salary provided he/she authorizes a payroll deduction to pay the LTD premium. After the initial enrollment period, such election may be made annually during open enrollment for the next calendar year.

- B. All employees under this Agreement must work one-half (1/2) time or more per week to qualify for insurance benefits. The FTE will be .600 (24 hours).

ARTICLE XVII

Scheduling

The normal workweek for full-time employees shall be forty (40) hours per week. Employees under this Agreement required to work for the School District in excess of forty (40) hours per week shall be paid time and one-half their regular hourly rate for all hours paid in excess of forty (40) hours per week. If an employee is required to work on Sunday or on a holiday, they shall be paid double their regular hourly rate.

Break Times:

1. Each clerical employee has the choice to take one fifteen (15) minute break for each four (4) hours of scheduled work time per day. Taking small breaks during the day to attend to personal business, not to exceed a total of fifteen (15) minutes per four (4) hours of scheduled work is also an option. The fifteen (15) minute break(s) may be added to a lunch break (if lunch break is scheduled), thereby extending the lunch break to a maximum of sixty (60) minutes. The option must be agreed to between the clerical employee and his/her supervisor.
2. Breaks should be arranged to accommodate the needs of the office and to promote good customer service and efficient operation of the office.

Contract Days and Work Schedule:

1. For clerical employees who less than 52 weeks, the contracted weeks worked will be agreed between the clerical and their immediate supervisor then submitted to Human Resources no later than September 1st of each school year.

ARTICLE XVIII

No Strike Clause

Education Minnesota Duluth-Clerical Local 692-A, Duluth, Minnesota, and the employees covered under this Agreement agree that they will not call, engage in, or sanction any strike, stoppage of work or other concerted refusal to perform services during the term of this Agreement. The right of the employees not to cross a bona fide picket line is recognized by the District.

ARTICLE XIX

Validity Or Conformity To Law Clause

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law.

ARTICLE XX

Retroactivity

Only employees who are actively employed by the School District on the date of this Agreement or who retired from School District employment during the term of this Agreement, shall be entitled to receive any additional benefits or payment for services performed prior to the date of this Agreement as a result of the terms of this Agreement. No employee who has resigned or had his/her employment terminated on or prior to the date of this Agreement or who is on an extended leave of absence without pay on the date of this

Agreement, shall be entitled to receive any additional benefits or payment for services performed prior to the date of this Agreement as a result of the terms of this Agreement.

ARTICLE XXI

Payroll And "Direct Deposit"

Employees within the bargaining unit shall be paid biweekly through the 2021-2022 contract year. The School District may pay such employees in the bargaining unit by depositing in such banks or credit unions as the employee shall designate, the net salary or wages owing to such employees. If the employee does not designate a bank or credit union, the School District will designate a bank or credit union for the employee, which allows the employee to withdraw such salary or wage payments from such bank or credit union without charge to the employee.

Twice-monthly Pay Schedule: Commencing July 1, 2022 or July 1 of any year thereafter, the School District will have the option of converting the pay periods for employees to a twice-monthly schedule in which there will be twenty-four (24) pay periods for payment of equal installments of salary in a fiscal year. Employees will be paid on the 15th of each month and the last day of each month. If the 15th day or last day of the month falls on a weekend or a holiday, the employee will be paid on the first business day prior to the 15th or the last day of the month. The District must provide employees at least two months' written notice prior to converting to a twice-monthly pay schedule.

ARTICLE XXII

School Closing

When schools are closed because of inclement weather, clerical employees shall not report to work and will be compensated for no more than 2 work days per school year. Additional inclement weather days closing, in the same school year, will be compensated through deduction from the employee's sick leave balance, vacation balance, or leave without pay at the employee's choice. Employees also have the option of reporting to work or working remotely if approved by their supervisor.

When schools are delayed by two (2) hours because of inclement weather, clerical employees may report up to two (2) hours later than their regularly scheduled reporting time and will be compensated at their regular rate of pay for those two (2) hours.

If individual schools/sites are closed because of an emergency, then clerical employees in the schools/sites closed shall be allowed to stay home and be paid.

ARTICLE XXIII

Health Care Savings Plan (HCSP)

1. **Eligibility.** The following employees shall be eligible for the benefits provided by this Article XXV. To be eligible to receive the Health Care Savings Plan benefits, a clerical employee must be immediately eligible for a Minnesota pension plan at separation of service.
2. **Maximum Days.** The number of unused current and accumulated sick leave days (up to a maximum of two-hundred ten (210) days) will be used to determine the contribution to the HCSP.
3. **Service Credit.** The employee shall be credited one (1) day for each year of service to the District.
4. **Total Days.** The total sum of maximum days and service credit will be multiplied by the employee's daily rate of pay (DRP) (excluding overtime) at the time of separation.
5. **Discount Calculation.** The value of the total days will then be discounted by 3.5%. The discounted calculation of the value of the days will be contributed to the HCSP for the employee by the District.
6. **Participation in the District Health Plan.** Retired employees will be allowed to participate in District Health plans at their own expense pursuant to applicable State and Federal laws.

ARTICLE XXIV

Bonding And Travel Expenses

Should the School District continue to require employees within the bargaining unit to handle money on behalf of the schools or School District and transport the same, the School District shall bond such employees and pay travel expenses.

ARTICLE XXV

Union Membership

1. **Union Dues:** Upon receipt from the Union of its membership list, the School District shall deduct from each employee in the bargaining unit who is a member of the Union, the monthly Union dues of such employee and shall remit the dues to the union via an electronic transfer on the current pay period. This current list of union members will be verified and updated on a monthly cycle and confirmed with the union representatives. Union dues, will be determined by the union and communicated to the District by October 1 of the current year. Union Dues will be spread over eighteen (18) pay periods from during a mutually agreed upon time prior to October 1 of each year.
2. **Union Representation:**
Representatives of the union shall have reasonable access to worksites and school facilities to, investigate employee complaints, communicate with members, hold meetings, and conduct other business. Upon arrival at the worksite, union representatives in shall make their presence known to the worksite supervisor or his/her designee. Such visits shall not interrupt normal work responsibilities
3. **Access to Unit Member Lists**
By October 1 of each school year, the district shall provide in electronic form to the Union the names, addresses, work telephone numbers, work email address, birthday, not including the year of birth, full-time equivalency (FTE) status, worksite location and assignment of all bargaining unit members employed. On a monthly basis of on request, the District shall provide the Union with a current bargaining unit list. Such requests shall be filled with in five days.
4. **Maintenance of Membership**
Any member of the bargaining unit may authorize the District to deduct from his/her pay the amount of dues charged by the union. This authorization must be in writing. Upon receipt of authorization the bargaining unit will forward to the Human Resources Office the members names not less than two (2) weeks before the payday when it is to become effective. The district agrees to implement all the terms of dues-check off authorizations submitted to the District by the Union and agreed to by the Employee.

The Employer shall adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, procedure for revocation, amount of dues deducted, and all other provisions agreed to by the employee as stated on the authorization.

When a bargaining unit member has so authorized a "Full Union Membership" dues deduction, such authorization cannot be canceled except during the drop period defined by Education Minnesota. Cancellation must be in writing, and forwarded to the Human Resource Office with in that week. The process for cancellation will be following by the guidelines established by Education Minnesota, first notifying the union and the union will notify Human Resources of such change.

ARTICLE XXVI

Energy Conservation Clause

In the event of energy shortage or severe weather, the School District reserves the right to modify the school calendar, and, if school is closed on a normal duty day(s), the employee shall perform duties on such other day(s), in lieu thereof as the School Board, or its designated representative, shall determine, if

EXHIBIT A

EDUCATION MINNESOTA DULUTH-CLERICAL SALARY SCHEDULE

TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
OFFICE SUPPORT SPECIALIST					
2021-2022	16.45	17.11	17.79	18.50	19.24
2022-2023	16.82	17.49	18.19	18.92	19.67
OFFICE SUPPORT SPECIALIST -INTERMEDIATE					
2021-2022	17.76	18.47	19.21	19.98	20.78
2022-2023	18.16	18.89	19.64	20.43	21.25
OFFICE SUPPORT SPECIALIST -SENIOR					
2021-2022	19.39	20.17	20.97	21.81	22.68
2022-2023	19.83	20.62	21.44	22.30	23.19
EXECUTIVE ASSISTANT					
2021-2022	21.55	22.41	23.31	24.24	25.21
2022-2023	22.03	22.91	23.83	24.79	25.78

MEMORANDUM OF UNDERSTANDING

Education Minnesota-Duluth Clerical local # 692-A (“Union”) and Independent School District No. 709 (“District”) agree to this Memorandum creating a labor management committee to address the issues of job descriptions, job classifications and job reclassification.

1. The Labor Management committee shall have up to four Union members. The Union shall appoint the union members to the committee.
2. The Labor Management committee shall have up to four District representatives. The District shall appoint the District members to the committee.
3. The committee will review and refine classification descriptions and criterion for the Clerical bargaining unit.
4. The committee will review and refine the reclassification process for the Clerical bargaining unit.
5. The committee can only make recommendations; the product of the committee must follow the same process of adoption as the collective bargaining agreement.
6. The product of the committee may be implemented before the end of the 2021-2023 CBA if agreeable to both the Union and the District.
7. If the District contracts services of a qualified consultant to update job descriptions and classifications based on pay equity standards this MOU shall be null and void.
8. The parties agree that the terms of this Agreement shall not be viewed as precedent, used as evidence of any past practice, used in any future discussions, or be cited in any arbitration or grievance proceeding, except to enforce the terms of this agreement itself.

The signatures below represent that the parties have read, understand, and agree to be bound by the terms of this Memorandum of Understanding.

Education Minnesota-Duluth Clerical #692-A

Dated: _____

By: _____

Dated: _____

By: _____

APPENDIX A
GRIEVANCE FORM

EDUCATION MINNESOTA DULUTH-CLERICAL
639 E. CENTRAL ENTRANCE
DULUTH, MN 55811
(218) 722-1735

<p><u>For Office Use Only</u></p> <p>File No.: _____</p> <p>Level I Hearing Date: _____</p> <p>Hearing Officer: _____</p> <p>Decision Date: _____</p> <p>Appeal Date: _____</p> <p>Level II Hearing Date: _____</p> <p>Level II Appeal Date: _____</p>
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CLERICAL

PURSUANT TO THE AGREEMENT BETWEEN INDEPENDENT SCHOOL DISTRICT NO. 709, ST. LOUIS COUNTY, MINNESOTA, AND EDUCATION MINNESOTA DULUTH-CLERICAL 692-A.

NATURE AND DATE OF VIOLATION:

ARTICLE(S) ALLEGED TO HAVE BEEN VIOLATED, MISAPPLIED OR MISINTERPRETED INCLUDING BUT NOT LIMITED TO:

RELIEF OR ACTION SOUGHT:

FILED AT LEVEL _____ OF GRIEVANCE PROCEDURE WITH _____
(Supervisor)

ON: _____
(Date)

BY: _____
(Name)

- Please make 3 copies:
1. Immediate Supervisor
 2. D.F.T. Office
 3. Your Records

(Signature)

any. Employees in this unit shall only be paid for hours/days worked except as otherwise provided in Article V of this Agreement.

In the event of energy shortage or severe weather, the School District further reserves the right to modify the length of the workday, as the School District shall determine, but with the understanding that the total number of hours shall not be increased, i.e., a four (4) day week with increased hours per day but the total hours not more than the regular five (5) day week.

Prior to modifying the scheduled length of workday pursuant to Subd. 2 hereof or modifying the work year pursuant to Subd. 1, the School District shall afford the Union the opportunity to meet and confer on such matters.

In the event the School Board adopts a school calendar, which provides for a four (4) day week, members of this unit, if requested, will adjust their work schedules accordingly without change in compensation, benefits or weekly hours of employment.

ARTICLE XXVII

Professional Development

It is the intention of the parties that a reasonable amount of time be made available for clerical staff for the purpose of professional development. In addition to the mandatory professional development, clerical will have opportunity to receive eight (8) additional hours of professional development. This professional development could be obtained virtually through the current district learning platform, virtual professional development or through in person conference. Payment will be made via a submission through a professional leave application. Specific scheduling of these professional development opportunities for each individual would need to be done while recognizing the needs for office coverage in each work area. Training topics should be pertinent and timely. The preference of the District and the leadership of the Unit is to work together to mutually identify appropriate topics and subject areas.

ARTICLE XXVIII

Travel

Reimbursement will be made by the School District for authorized travel as follows:

1. ***In-District Travel*** – At a mileage rate as determined by School Board Policy #3136R.
2. ***Out-of-District Travel*** – Hotel and registrations at actual cost. Commercial transportation, when used at actual cost. Private automobiles, when authorized and used, above rate. Meals shall be reimbursed not to exceed the amount specified by Policy #3136R.

It is the responsibility of the Association member to provide necessary documentation before reimbursement can be made. The Association member must receive prior approval for out-of-district travel from the Superintendent or his/her designee. Reimbursement for out-of-district travel shall not be permitted to meetings or activities, which are partially or entirely conducted for the purpose of improving or discussing the terms and conditions of employment of the employees or the role of the exclusive representative of members in the meeting and negotiation process.

ARTICLE XXIX

Term Of Agreement

This Agreement shall be effective July 1, 2021, except as otherwise provided herein, and the term of this Agreement shall be from July 1, 2021 to June 30, 2023, inclusive, except as otherwise provided herein. Not more than 120 days and not less than 90 days prior to the termination of this Agreement both parties shall present their proposals for changes in the Agreements and commence negotiations for a new Agreement.

This Agreement shall be effective upon acceptance by the employees covered under this Agreement and adoption by the School Board of Independent School District No. 709, St. Louis County, Minnesota.

Dated at Duluth, Minnesota, this 19th day in July, 2022.

INDEPENDENT SCHOOL DISTRICT NO. 709

**EDUCATION MINNESOTA DULUTH CLERICAL
LOCAL 692-A**

By: 
Chairperson of the School Board

By: 
President

By: 
Clerk of the School Board

By: _____
Representative/Negotiator

**Memorandum of Understanding
One-Time Recruitment/Retention Stipend**

This Memorandum of Understanding (“MOU”) is entered into by and between Independent School District No. 709, Duluth (“District”) and the Education Minnesota Duluth Clerical Unit (“Union”).

WHEREAS, the Union and the District are parties to a collective bargaining agreement (“CBA”) governing the negotiated terms and conditions of employment for employees employed in positions within the clerical bargaining unit;

WHEREAS, the COVID-19 pandemic has caused staffing shortages and the District would like to offer retention incentives to respond to and address this problem;

WHEREAS, the District is willing to agree, on a one-time basis, to pay a \$600 longevity and retention stipend for the 2021-22 school year to employees within the payment schedule and eligibility criteria defined below;

WHEREAS, during negotiations for the 2021-2023 CBA, the parties agreed to document the one-time longevity and retention stipend in a memorandum of understanding separate from the CBA;

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

1. For purposes of this MOU, the term “Employee” refers to individuals employed in a position that is in the executive employees bargaining unit represented by the Union.
2. Employees who meet the eligibility criteria set forth in Paragraph 3 will receive a one-time longevity and retention stipend in the amount of \$600 for the 2021-22 school year.
3. An Employee is eligible to receive the longevity and retention stipend if the following criteria are met:
 - a. Employees hired and employed on, prior to, or after June 30, 2021 are eligible if they have remained in active and eligible status through both parties’ ratification of the 2021-2023 CBA. Employees who meet this eligibility standard will receive the stipend with the next available payroll cycle following both parties’ ratification of the contract.
4. Employees who do not meet the requirements set forth in Paragraph 3 are not eligible for the one-time longevity and retention stipend.

This MOU is separate from and not part of the CBA. This MOU does not establish any precedent or practice that will continue after July 31, 2022. No party may present or rely on this MOU as establishing any precedent or practice extending beyond July 31, 2022. This MOU will expire on July 31, 2022.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the dates set forth below.

For _____
Independent School District No. 709

For 
**Education Minnesota Duluth Clerical
Local 692-A**

Dated: _____

Dated: _____

