

COLLECTIVE BARGAINING AGREEMENT

Between

INDEPENDENT SCHOOL DISTRICT NO. 709  
DULUTH, MINNESOTA

And

NATIONAL CONFERENCE OF FIREMEN AND OILERS  
DISTRICT OF LOCAL 32BJ, SEIU (NCFO DISTRICT)  
CHAPTER 956

July 1, 2020  
to  
June 30, 2021

**AGREEMENT BETWEEN  
INDEPENDENT SCHOOL DISTRICT NO. 709  
DULUTH, MINNESOTA  
AND  
NATIONAL CONFERENCE OF FIREMEN AND OILERS, DISTRICT OF LOCAL 32BJ  
SEIU (NCFO DISTRICT) CHAPTER 956**

**(MAINTENANCE)**

**Table of Contents**

|            |  |   | <u>Page</u> |
|------------|--|---|-------------|
|            |  | Preamble .....  | 1           |
| Article 1  |  | Recognition .....   | 1           |
| Article 2  |  | Management Rights Clause .....                            | 1           |
| Article 3  |  | No Strike or Work Stoppage Clause .....                   | 2           |
| Article 4  |  | Grievance Procedure .....                                 | 2           |
| Article 5  |  | Pay Periods and Conditions .....                          | 5           |
| Article 6  |  | Rates of Pay .....  | 6           |
| Article 7  |  | Longevity Award .....                                     | 6           |
| Article 8  |  | Overtime Pay .....  | 6           |
| Article 9  |  | Shift Differential Pay .....                              | 7           |
| Article 10 |  | Leadperson/Crewleader Pay .....                           | 8           |
| Article 11 |  | Mileage Pay .....   | 8           |
| Article 12 |  | Holidays .....  | 8           |
| Article 13 |  | Layoffs, Vacations, Sick Leave & Leaves of Absence .....  | 9           |
| Article 14 |  | Insurance .....   | 13          |
| Article 15 |  | Weekend and Holiday Care of Buildings .....               | 13          |
| Article 16 |  | Job Security .....  | 14          |
| Article 17 |  | Safety Glasses/Shoes .....                                | 14          |
| Article 18 |  | Health Care Savings Plan (HCSP) .....                     | 14          |
| Article 19 |  | Union Meetings and Conventions .....                      | 15          |
| Article 20 |  | In-Service Training Courses .....                         | 16          |
| Article 21 |  | Military Leave .....                                      | 16          |
| Article 22 |  | Vacancies, Promotions, Demotions, .....                   | 16          |
| Article 23 |  | Bus Drivers .....   | 18          |
| Article 24 |  | Hazardous Pay .....                                       | 19          |
| Article 25 |  | Work Week .....   | 19          |
| Article 26 |  | Engineer Classifications .....                            | 19          |
| Article 27 |  | Direct Deposit .....                                      | 20          |
| Article 28 |  | Union Dues and "Fair Share" Fee .....                     | 20          |
| Article 30 |  | Special Provisions Relating to Bus Helpers .....          | 20          |
| Article 31 |  | Special Provisions Relating to School Bus Driver II ..... | 21          |
| Article 32 |  | Definition .....  | 22          |
| Article 33 |  | Matters Not Covered .....                                 | 23          |
| Article 34 |  | Validity or Conformity to Law Clause .....                | 23          |
| Article 35 |  | Savings Clause .....                                      | 23          |
| Article 36 |  | General Provisions .....                                  | 23          |
| Article 37 |  | Term of Agreement .....                                   | 25          |
| Exhibit A  |  | Memorandum of Understanding, Job Descriptions .....       | 26          |
| Exhibit B  |  | Building Square Footage Chart .....                       | 27          |
| Schedules  |  | "A", "B" and "C" .....                                    | 28          |

# COLLECTIVE BARGAINING AGREEMENT

Between  
Independent School District No. 709

And

National Conference of Firemen And Oilers, District of Local 32BJ,  
SEIU (NCFO District) Chapter 956

THIS AGREEMENT entered into this 29<sup>th</sup> day of March, 2021, by and between National Conference of Firemen and Oilers, District of Local 32BJ, SEIU (NCFO District), Chapter 956, herein referred to as the "Union" and Independent School District No. 709, St. Louis County, Minnesota, a public corporation, herein referred to as the "School District" and relating to terms and conditions of employment, including hours of employment, the compensation therefore, including fringe benefits, and the employer's human resource 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

**Section 1** – School District formally recognizes the National Conference of Firemen and Oilers, District of Local 32BJ, SEIU (NCFO District) Chapter 956, as the exclusive bargaining agent for all maintenance and operations employees of the School District within the positions and classifications included in Schedules "A", "B" and "C" attached hereto and made a part of this Agreement. 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.

**Section 2** – Recognition shall not include part-time employees whose services do not exceed fourteen (14) hours per week or employees who hold positions of a basically temporary or seasonal character for a period not in excess of sixty-seven (67) working days in any calendar year.

**Section 3** – It is agreed that the School District will not bargain individually or collectively in regard to any matter affecting the conditions of employment of said employees, or affecting the role of the Union as exclusive bargaining agent, with any other organization or person.

**Section 4** – Access To Premises:

Union representatives shall have access to the premises to meet and confer with the employee, but agree herein not to interfere with the employee during their scheduled working hours. Union representatives must sign in at the office of the building, which they are in.

## ARTICLE 2

### Management Rights Clause

**Section 1** – It is understood and agreed that the School District on its own behalf and on behalf of the citizens whom it represents, hereby possesses, retains and reserves unto itself, without limitation, all powers, rights, authority, duties, responsibilities, and discretion conferred upon and vested in it by applicable state or federal laws, rules and regulations, including, but without limitation because of enumeration, the right:

A. To the executive management and administrative control of the school system and its properties, programs and facilities, and the activities of its employees;

- B. Subject to the provisions of law, regulations of the State Board of Education, and Civil Service Rules of the School District, to employ and re-employ all personnel; determine their qualifications and conditions of employment; dismiss, suspend, demote, or take other appropriate disciplinary action against such personnel; to assign or determine the work assignment of said personnel and promote or transfer the same; and to determine the complement of employees necessary to the efficient operation of the School District;
- C. To determine the policies of the School District;
- D. To determine the financial, budgetary, accounting and organizational policies and procedures of the School District;
- E. To establish work rules and Civil Service regulations not inconsistent with this Agreement;
- F. To create, revise, and eliminate positions and relieve employees from duties because of lack of work or for other legitimate reasons; and
- G. To contract out for goods or services deemed necessary or desirable by the School District and permitted by law or regulations of the State Board of Education. During the term of this Agreement, the School District of I.S.D. No. 709 will not lay-off or reduce in class bargaining unit members and replace them with a subcontractor.

**Section 2** – The exercise of the foregoing powers, rights, authority, duties and responsibilities of the School District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and by applicable law and regulations of the Minnesota State Board of Education, and with respect to the specific and express terms of this Agreement, shall be limited only to the extent that they are in conformance with the Constitution and Laws of the State of Minnesota, and the Constitution and Laws of the United States, it hereby being understood and agreed that the School District retains all functions, powers and authorities which are not included in the enumeration herein listed above, or otherwise nullified, abridged, delegated or modified by this Agreement. In all matters under this Agreement calling for judgment or discretion on the part of the School District, the decision of the School District shall be final and binding, except as otherwise provided in Article 4 of this Agreement.

### **ARTICLE 3**

#### **No Strike Or Work Stoppage Clause**

**Section 1** - No employee holding a position by appointment or employment in the classified service of the School District shall strike, or participate in a strike as defined by law, during the term of this Agreement. In addition to the language used to define the term "strike" as found in the Public Employment Labor Relations Act of 1971, Minnesota Statutes, Section 179A.03, the term "strike" as used herein shall specifically include the refusal to cross picket lines established as a result of any strike of any other persons, which strike was not sanctioned or authorized by the international labor organization of the local Labor Union to which said persons belong.

**Section 2** - The employees herein agree to provide sufficient security and heat to all School District buildings at all times so that they do not become damaged by the elements of weather.

### **ARTICLE 4**

#### **Grievance Procedure**

**Section 1 – Purpose**

- A. The purpose of this procedure is to provide a method whereby employees who are members of the appropriate bargaining unit may present their grievances concerning the interpretation or application of the terms of this Agreement. Grievances concerning the interpretation or application of Civil Service rules shall first be brought to the attention of the Director of Business Services or his/her designee of the School District and then directed to the Civil Service Board for consideration.
- B. The School District and Union agree that the proceedings under this grievance procedure shall be kept as informal and confidential as may be appropriate at any level of the procedure.

## **Section 2 – Definitions**

- A. 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.
- B. The aggrieved employee is an employee within the bargaining unit as defined by PELRA who has been directly affected by an alleged violation, misapplication, or misinterpretation of the terms of this Agreement.
- C. 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.

## **Section 3 – Representation Rights**

- A. The School District shall be a party to all grievances at all steps and may be represented by its designated representative.
- B. 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, but the employee must be present at all meetings or hearings and except that the Union shall be his/her designated representative in binding arbitration.
- C. The Union shall be notified of any grievance meeting and a representative of the Union may be present and express his/her views at all steps of this grievance procedure.

## **Section 4 – Procedures**

**Step 1:** The aggrieved employee shall present his/her grievance orally to his/her supervisor of Maintenance and Construction, Building Operations, or Transportation, within five (5) days of the time the aggrieved employee 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 grievance.

The supervisor shall, within three (3) business days, inform the aggrieved employee and the Director of Business Services or designee of the decision on the grievance.

**Step 2:** In the event that such grievance is not adjusted or agreed upon to the aggrieved employee's satisfaction, then within fifteen (15) calendar days from the Step 1 decision, the aggrieved employee shall file the grievance in writing with the Director of Business Services or designee of the School District. The written grievance shall state the nature and date of the violation to the best of the aggrieved employee's knowledge, the Articles of this Agreement alleged to have been violated, misapplied, or misinterpreted, and the relief or action sought by the aggrieved employee.

The Director of Business Services or the School District designee shall immediately set a hearing date within five (5) days of filing and notify the Union and aggrieved employee.

A decision in writing by the Director of Business Services or the School District designee shall be rendered within five (5) days of the hearing and communicated to the aggrieved employee, the Union, and the Superintendent of Schools. Appeal from this decision shall be taken by the aggrieved employee within five (5) days of the communication of the decision to him/her.

**Step 3:** In the event the aggrieved employee is not satisfied with the decision at Step 2, or at the option of the Superintendent of Schools, the Superintendent or his/her designee shall set a hearing within five (5) days of the filing of the appeal with him/her by the aggrieved employee, or within five (5) days of communication to him/her (Superintendent or his/her designee) of the decision at Step 2, and shall so notify the aggrieved employee and the Union.

The Superintendent or his/her designee shall then proceed to such hearing and notify the aggrieved employee and the Union of his/her decision in writing within ten (10) days of the hearing.

### **Section 5 – Arbitration**

- A. The Union, through its appropriate officers, may appeal within thirty (30) days of the communication of the written decision at Step 3. Such appeal shall be in writing and filed with the Superintendent of Schools.
- B. The Superintendent of Schools and the Union shall immediately make written request to the Director of the Bureau of Mediation Services for a list of five (5) arbitrators appointed pursuant to Minnesota Statutes, Section 179A.21.
- C. 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 of the arbitrators from the list. The remaining arbitrator shall be immediately notified of such selection and shall proceed to hearing of the grievance and decision within thirty (30) days of selection. The written decision shall state the facts and Articles of the Agreement on which the decision relies, shall include the conclusions and the relief to be given, if any, and shall be final and binding on the Union and School District.
- D. 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.
- E. 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 so as to invoke the provisions of Articles 32 and 33 of this Agreement.
- F. 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.
- G. Either the School District or the Union may request that a verbatim report of the hearing before the arbitrator be taken.
- H. The School District and the Union shall share equally in the expenses and cost of the arbitration; including the taking of a verbatim report, but each of them (the School District and Union) shall pay the costs of their own witnesses, the presentation of their own evidence before the arbitrator, and of any copies of a written transcript of the proceeding it shall request from the arbitrator.
- I. 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.
- J. The arbitrator shall serve his or her decision by mailing it by certified mail to the representatives of the parties or, if none, to the party.

### **Section 6 – Miscellaneous Provisions**

- A. The Union may file a group grievance on behalf of several employees of the bargaining unit at Step 2 of this procedure if the alleged grievance directly affects 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 2 of this procedure. Likewise, the School District or appropriate hearing officer may join for hearing separate grievances by employees involving the same or similar issues under an Article or Articles of this Agreement at any step of the grievance procedure and shall so notify the Union after Step 1.

- B. The time limits specified herein may be waived or extended by mutual agreement of the parties, and notice to the Union after Step 1 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 2.
- C. 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.
- D. 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.
- E. 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. Where the aggrieved employee has not appealed a decision

- at Step 1 for whatever reason, the School District shall not be bound by the decision at Step 1 in the case of other grievances on the same or similar issues by other employees, the same employee, or the Union.
- F. In the case of an event, act, or default which is of a continuing nature, the employee and Union shall waive their rights to any relief for any period if grievance has not been filed within the time limits specified within this grievance procedure.
  - G. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the aggrieved employee.
  - H. All hearings through Step 3 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 a 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 Director of Business Services or other designee shall first authorize any hearings at Step 1 during work hours.
  - I. Any decision, which is mailed, shall be presumed to be communicated within three (3) days of mailing, properly addressed, 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 5**

### **Pay Periods And Conditions**

#### **Section 1 – Pay Periods**

- A. Wages shall be paid bi-weekly two (2) weeks behind pay schedule.
- B. Tax withholding deductions shall be made according to tables furnished by the federal and state governments. All other applicable deductions shall be made bi-weekly.
- C. Where a third payday occurs during the month, the only deductions made will be for items required by law. Payments for extra pay such as weekend heating, overtime, and shift differential, shall be separately indicated on the payroll stub to be received by the employee.

#### **Section 2**

- a) The employee taking a classified position on a temporary basis shall receive the salary specified in Step A of the appropriate classification during the period of the temporary assignment.
- b) Bargaining Unit employees who were involuntarily demoted through no fault of their own and then are temporarily assigned by the District to assume the duties of the higher paying position they were demoted from, will receive pay at the step they were receiving prior to the demotion.

**Section 3** – Operations employees assuming the duties of a higher paying position shall be paid at the salary in Step A in that classification, effective when such assignment exceeds four (4) hours.

**Section 4** – All continuous time, up to a maximum of six (6) months, worked in a higher classification pursuant to Section 3 of this Article shall be credited to an employee for the purpose of pay, if the employee is promoted to the same position by appropriate School Board action. The maximum six (6) months referred to herein shall refer to all continuous periods of time of employment in the higher classified position immediately preceding formal action taken by the School Board to confirm the promotion of same employee.

#### **Section 5**

- A. Employees shall be paid a minimum of four (4) hours' wages whenever they are unexpectedly called to work, whether before or after regular shift or on unscheduled days, or due to inclement weather and the radio announcement occurs specifying that maintenance unit employees should not report after an employee has reported.
- B. In the event maintenance unit employees have been advised they should not report to work due to inclement weather they shall suffer no loss of pay or benefits for that day(s).
- C. Early starts to remove snow shall not be considered "call out"; they will only be an extension of the normal workday.

**Section 6** – The summer day shift shall be scheduled from 7:00 a.m. to 3:30 p.m. except where otherwise mutually agreed to between the parties.

**Section 7** – During the one hundred eighty (180) day regular school year, Fireperson II staff shall have their hours assigned on a weekly basis with assignments made on or before Friday immediately preceding the following week. When Fireperson II staff are required to vary from this schedule, variations in the daily schedule, as established for that week, shall be work in addition to the normal work day unless the individual is already being compensated for such hours by other provisions of this Agreement. (Pyramiding of compensation is prohibited.)

**Section 8** – Building operations supervisor will designate a specific point of contact for custodial personnel. The point of contact will be responsible for notifying custodial employees by telephone if they should report to work and the time they should report on snow days. This Section shall apply only to those employees working until 12:00 midnight the night before. Any change to this procedure will be through consultation between the parties.

**Section 9** – The operation of plow equipment such as Bobcats and plow trucks located at various buildings is restricted to Utility personnel. In the event a Utility II person is not available to perform required work described herein, then the District shall have the right to assign said work to a qualified operator.

**Section 10** – The School District will continue to provide maintenance employees with replacement tools, which are lost, stolen or broken.

## **ARTICLE 6**

### **Rates Of Pay**

The rates of pay for all employees within the bargaining unit shall be as set forth in Schedules "A", "B" and "C" attached hereto.

## **ARTICLE 7**

### **Longevity Award (Changes effective July 1, 2014)**

**Section 1** – Employees who have been employed full time for more than fifteen (15) continuous years in a permanent position of the classified service of the School District shall be eligible for a longevity award on the following basis:

- A. \$40.00 per month (.24 per hour) after fifteen (15) years of service (distributed on a paid hourly basis);
- B. An additional \$40.00 per month (.47 per hour ) after twenty (20) years of service (distributed on a paid hourly basis);
- C. An additional \$25.00 per month (.61 per hour) after twenty-five (25) years of service (distributed on a paid hourly basis);
- D. An additional \$60.00per month (.96 per hour) after thirty (30) years of service distributed on a paid hourly basis.

**Section 2** – Continuous service is defined as having no break in service over thirty (30) days, except by an authorized leave of absence. All time on leave of absence, except for military service and maternity, in excess of thirty (30) days, shall be deducted in computing the longevity anniversary date

## **ARTICLE 8**

### **Overtime Pay**

**Section 1** – Employees shall be paid one and one-half (1 1/2) times the regular rate for all hours paid in excess of forty (40) hours per week. Overtime shall be paid on the paycheck covering the pay period in which the overtime was earned.

**Section 2** – In the event any employee is assigned to work overtime, he/she will not be required to use vacation leave nor be placed in a "leave without pay" status during the basic work week in order to compensate or off-set the overtime hours worked or to be worked.



**Section 3** – Employees shall be paid two (2) times the regular rate for all hours worked on a Sunday with the exception of work governed by winter heating rules.

**Section 4** – Engineers who work four (4) ten (10) hour days are allowed the fifth day off. If the fifth day occurs on a holiday, they shall be granted an additional day off or a day's pay.

**Section 5** – The above regulations shall not apply to winter heating work.

**Section 6** – Except when such work would constitute an extension of the regular work day for an employee, work within the School District which requires the payment of overtime pay, shall be assigned on the basis of rotating seniority within the building in which the work is to be done in the classification in which the work is regularly done as a part of the duties of the class, then on the basis of rotating seniority in the School District in the classification in which the work is regularly done as a part of the duties of the class, before any other person is assigned to such work.

**Section 7** – Availability of an employee to work shall be determined by phoning his/her place of work if on duty, or by phoning his/her home if his/her phone number is on file with the Director of Business Services or other designee.

**Section 8** – When, in the judgment of the School District, overtime work is required for employees in a given classification in a building or within the school system, the employees regularly performing work in such classifications shall be required to perform such overtime work upon request of the employer.

**Section 9** – Except in the case of emergencies or breakdowns, an employee shall be notified of required overtime work not later than twenty-four (24) hours preceding such overtime work. This notice provision shall also apply to the resumption of overtime work whenever there is a break in the overtime schedule.

**Section 10** – It is the policy of the School District to grant, where practicable, and at the discretion of the School District, an employee's request to be excused from overtime on a given day, for good reason, especially during periods of continuing overtime. Such a request should be made as far in advance as possible. The employee will be promptly notified of the disposition of his/her request. When granted he/she will not be required to work during the excused time without his/her consent.

**Section 11** – Persons on ten (10) hour shifts [ten (10) hour engineers] working continuous overtime up to and after 6:00 p.m. because of a building activity shall receive a one-half (1/2) hour paid mealtime off if not notified twenty-four (24) hours in advance of the activity, such mealtime to be designated by the appropriate administrator.

**Section 12** – For the purposes of overtime computation, holidays, vacation leave, sick leave, funeral leave, jury duty, military leave and other absences from work on active pay status shall be considered as time worked.

## **ARTICLE 9**

### **Shift Differential Pay**

Employees shall be paid an additional forty cents per hour for all hours worked between the hours of 5:00 p.m. and 6:00 a.m. In lieu of shift differential pay during their lunch period, custodians will receive an extra 2.5 cents per hour that is included in their salary, effective July 1, 2012.

Effective July 1, 2012, employees working between 12:00 a.m. and 6:00 a.m. will receive an additional \$0.60 shift differential pay.

## **ARTICLE 10**

### **Leadperson/Crew Leader Pay**

**Section 1 – Working Leadperson** – Those employees designated by the administration as Working Leadpersons shall be appointed in class, and shall be paid \$75.00 a month (distributed on an hourly rate) to be included in the base pay for those positions. Only permanent Civil Service employees shall be designated or appointed as Working Leadperson.

Under the supervision of a District administrative manager or supervisor, the Working Leadperson is defined as: a person who directs employees and use of equipment; hands out work orders on a daily basis; routinely makes on-site visits on all assigned projects; revises work schedules based on emergency situations; certifies timesheets; purchases materials and supplies; may assist employees in completion of assignments; insures proper servicing of equipment.

**Section 2 – Working Crewleader** – Those employees designated by the administration as Working Crewleader shall be paid \$35.00 per month (distributed on an hourly rate) in addition to their regular pay. Only permanent Civil Service employees shall be designated or appointed as Working Crewleader. Custodians, if available, shall be used as Summer Crewleaders.

The Working Crewleader, under direction, will work primarily with hourly and temporary employees engaged in the maintenance of, but not limited to, lawns, chairs, lockers, carpets and walls.

**Section 3** – In the cases of absences of maintenance Leadperson for sick leave reasons, or planned or scheduled absences, the appropriate supervisor or other designee may appoint an employee to act as "Leadperson". The appointed employee shall receive payment effective the first day of such assignment.

## **ARTICLE 11**

### **Mileage Pay**

**Section 1** – Mileage expense shall be paid to any employee using his/her personal vehicle in the course of his/her employment, providing such use is authorized by the school administration.

**Section 2** – The mileage rate paid shall be established by Board policy. If the mileage rate is increased by the School District for employees not covered by this Agreement, the same increase shall be granted to employees under this Agreement.

## **ARTICLE 12**

### **Holidays**

**Section 1** – During each calendar year all employees under this Agreement, and as further defined in Articles 30 and 31, who work or who are on District paid status (or lost time paid by the Union) for the work days immediately preceding and immediately following paid holidays will be paid for the following holidays:

New Year's Day, January 1  
Presidents' Birthday, the third Monday in February  
Memorial Day, the last Monday in May  
Independence Day, July 4  
Labor Day, the first Monday in September  
Minnesota Education Day in October (Effective October 2015)  
Thanksgiving Day, the fourth Thursday in November, and the day after Thanksgiving Day  
Christmas Eve Day, December 24  
Christmas Day, December 25

Pursuant to Article 13, Section 3.H, a medical certificate will be required for sick leave taken on work days immediately preceding and following the paid holiday.

**Section 2** – Except that if such days fall on a day when school is in session, such days shall not be paid holidays and the employees shall receive paid "floating" holidays in lieu thereof, the date or dates of said "floating" holidays to be chosen by the majority of the employees with the approval of the Director of Business Services or other designee and the Superintendent of Schools. Said "floating" holidays shall not occur on a day when school is in session, a legal holiday or a weekend, and all employees shall be required to take the same "floating" holidays.

**Section 3** – All employees required to work on other than work governed by winter heating rules, on any of the above holidays shall be paid two (2) times the regular rate for all hours worked in addition to holiday pay.

**Section 4** – Whenever a holiday as defined in Article 12, Section 1, falls on a Saturday, the preceding workday shall be a paid holiday unless the employee is regularly scheduled to work on a Saturday. In that case, Saturday will be recognized as the holiday. When a holiday falls on a Sunday, (or Monday for those scheduled to work Tuesday to Saturday schedule) the following scheduled workday shall be a paid holiday. Employees required to work said Fridays, Saturdays or on the following scheduled workday after a holiday occurring on a Sunday, shall be paid as outlined in Section 2 or shall be granted an additional day of vacation.

## **ARTICLE 13**

### **Layoffs, Vacations, Sick Leave And Leaves Of Absence**

**Section 1 – Layoffs** – Layoffs shall be governed in accordance with the Civil Service Regulations of Independent School District 709, as the same may now exist or hereafter be adopted, amended, repealed, or otherwise changed.

**Section 2 – Vacation** – Vacation shall be granted at the rate of:

- A. .833 of a day per month (.833 day per month) during the first year of employment;
- B. Two (2) calendar weeks of vacation per year (.833 day per month) after one (1) year;
- C. Three (3) calendar weeks of vacation per year (1.25 days per month) after six (6) years;
- D. Four (4) calendar weeks of vacation per year (1.67 days per month) after twelve (12) years; and
- E. Five (5) calendar weeks of vacation per year (2.08 days per month) after twenty-two (22) years of continuous service, with the School District.
- F. Twenty-six (26) days of vacation per year (2.17 days per month) after thirty (30) years of continuous service with the School District.
- G. Said vacation leave shall not be cumulative.
- H. The anniversary date of permanent employment shall determine the six (6) years, twelve (12) years, twenty-two (22) years, and thirty (30) years vacation period, providing that if the employee has completed five and one-half (5½) years, eleven and one-half (11½) years, twenty one and one-half (21½) years, or (effective July 1, 2017) twenty-nine and one-half (29 ½) years prior to July 1, he/she shall be considered to have been employed for the full six (6), twelve (12), twenty-two (22), or thirty (30) year period, as the case may be, for the purposes of this provision.
- I. Effective January 1, 1974, employees shall receive annually one (1) additional vacation day beyond the vacation arrived at pursuant to the above formulas.
- J. Application for summer vacation must be submitted prior to May 1 of each year, and vacations shall be granted based on seniority and the needs of the School District.
- K. Requests for vacations during the school year shall be submitted at least two (2) weeks in advance in writing.
- L. All vacations must be approved by the Director of Business Services or other designee. Upon approval, the employee will be notified in writing as quickly as is reasonably possible.
- M. All vacation to which an employee is entitled as of July 1, must be taken and used up by the employee within the following eighteen (18) consecutive months.
- N. The School Board shall provide each member, vacation and sick leave balances on a regular basis.

### Section 3 – Sick Leave

- A. Full-time regular employees shall be granted .06923 hours of sick pay for each hour on District paid status (or lost time paid by the Union) excluding overtime hours with a maximum of one and one-half (1 ½) days of sick leave for each full month worked accumulative to two hundred ten (210) days.
- B. New employees holding a position in the classified service who have served at least six (6) months of the required probationary period (except those whose probation is extended under Rule 14.2 of the Civil Service Rules) shall be granted sick leave with full pay at a rate of accumulation, which is determined by this, or other Articles (Articles 30 and 31).
- C. To obtain approval for use of sick leave, employees must notify their supervisors, as soon as possible, but not later than the time they are scheduled to report for duty, except when past practice has established an earlier notifying time.
- D. Employees will obtain prior approval for the purpose of medical, dental, optical examinations or treatments, except where emergency precluded prior notice and approval.
- E. **Sick Leave May Be Accumulated** – In the event that an employee does not take the full amount of sick leave allowed in one (1) year, the amount not taken may be accumulated from year to year up to a total, which is determined by this Article. With the unanimous recommendation of the Board, approved by a majority vote of the School Board, sick leave with full or partial pay may be granted beyond the maximum specified accumulation when, in the judgment of said Board and School Board, it is deemed to be justified.
- F. **Sick Leave Defined**
  - 1) Sick leave is hereby defined to mean the absence of an employee because of illness, exposure to a contagious disease, providing care to a husband, wife, mother, father, other legal dependent, or legally appointed guardian requiring this care or death in the immediate family as defined in Section 3F3. "Legal Dependent" shall mean minor unmarried children under the age of eighteen (18) years and dependent students under the age of twenty-five (25) years actually dependent upon the employee.
  - 2) Full pay for absence not to exceed five (5) consecutive days, shall be allowed for any one (1) death in the family. The appointing authority shall evaluate the particular circumstances in each case and shall have the final authority in determining the number of allowable days. This leave shall be deducted from sick leave.
  - 3) Definition of "Family" under death in family shall constitute members of the immediate family which for the purpose of this Section, shall mean spouse, domestic partner, father, mother, brother, sister, child, grandparent, grandchild, aunt, uncle, niece, nephew, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law or daughter-in-law. This shall also apply to foster relationships of the above listed categories.
  - 4) Not more than three (3) days may be allowed for attendance upon a member of the immediate family requiring the care and attendance of such employee, with the exception that not more than five (5) consecutive days may be approved for this purpose if supported by a written statement from the attending physician, including an explanation of why the employee's attendance is necessary. Simple illness or disability in the immediate family not requiring emergency medical treatment or professional attention is excluded. Eligible employees under this Agreement shall be allowed a maximum of twenty (20) family sick leave days per year and must fall under the definition of "Family" in F(3) above.
  - 5) No employee, unless officially assigned to special duty, shall be granted sick leave for any injuries or illness resulting from any gainful employment on any job other than his/her regular School Board employment.
  - 6) Any employee removed from the payroll because he/she has used all accumulated vacation and sick leave shall be considered to be on leave not to exceed one (1) year and shall be reinstated in his/her position upon filing with the Board a certificate of physical fitness to perform the duties of his/her position, signed by a doctor who shall be chosen and compensated by the Board.
- G. A former employee in the classified service of the School Board, who is reinstated within thirty (30) days after resignation shall have his/her previously accumulated and unused balance of sick leave reinstated and placed to his/her credit.

H. **Director Shall Require Certificate Of Sick Leave**

- 1) 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 will be necessary for him/her to file a certificate of illness from a reputable physician, osteopath, chiropractor, dental surgeon, or Christian Science Practitioner.
- 2) In lieu of a medical certificate, when such certificate would normally be required, the employee's signed statement explaining the nature of his/her illness may be accepted when it is unreasonable to require a medical certificate because of shortage of physicians or remoteness of locality.
- 3) If an employee is believed to be abusing sick leave privileges, he/she shall be advised that because of his/her questionable sick leave record, a medical certificate may be required for each subsequent absence or sick leave, whether or not such absence exceeds three (3) days; failure to furnish such written explanation shall preclude such employee from being allowed such absence as sick leave.

**Section 4 – Special Leave Of Absence** – Any employee holding a position in the classified service 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 classified service, or who for any reason considered good by the appointing authority desires to secure leave from his/her regular duties, may, on written request approved by the appointing authority and the 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.

**Section 5 – Special Leave To Be In Writing** – Any employee asking for special leave without pay shall submit, on forms prescribed by the Board, his/her request for special leave stating the reason the request should be granted, the date when he/she desires the leave to begin, and the probable date of his/her return.

**Section 6 – Special Leave Of Absence (Parental)**

- A. 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. In order to be eligible for parental leave, the employee must commence the parental leave no more than six (6) weeks after the birth or adoption of the child, and must request the parental leave in writing to the Human Resources at least two (2) months in advance of the commencement of the leave. 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.

Employees may request that parental leave be extended beyond six (6) months. Any such extension shall be subject to the mutual agreement of the School Board.

- B. **Special Leave Of Absence (FMLA)** – Family and Medical Leave Act: Employees shall be eligible for leave in accordance with the District's Family and Medical Leave Act Policy.
- C. **Board To Determine Status Of Employee On Return** – For each separate case of special leave without pay, the Board shall, at the time it approves the leave, determine whether the employee granted such leave shall be entitled to his/her former position on his/her return from such leave ("A" leave) or whether his/her name shall be placed on the re-employment list for the class ("B" leave).

**Section 7 – Military Leave Of Absence**

- A. Any employee while holding a permanent position in the classified service of the School Board, who shall become a member of the Armed Forces of the United States in time of war or other emergency declared by proper authority or who shall hereafter become a member of said Armed Forces during said time, shall be granted a leave of absence without pay for the term of said military service and shall, upon receiving a discharge from such military service, be reinstated to said position.
- B. **Reinstatement Of Employee On Military Leave Of Absence** – Reinstatement of any employee on military leave of absence shall be at the same salary which he/she would have received had he/she not taken such leave and shall be upon the following conditions:
- 1) That the position has not been abolished;
  - 2) That the employee is not physically or mentally disabled from performing the duties of such position;
  - 3) That the draftee or enlistee makes written application for reinstatement to the appointing authority within ninety (90) days after termination of service and the employee assigned to training duty makes application for reinstatement within forty-five (45) days;
  - 4) That he/she submits to the appointing authority an honorable discharge or other form of release by proper authority indicating that his/her military or naval service was satisfactory.
- C. **Employee Not To Lose Civil Service Rights** – Upon reinstatement of any employee who has been on military leave of absence, said employee shall have such rights as provided in federal and state laws and regulations.
- D. **Employee On Probation May Receive Military Leave Of Absence** – Any employee who has been appointed to a permanent position in the classified service of the School Board who, subsequent to September 16, 1940, shall have become a member of the Armed Forces of the United States in time of war or other emergency declared by proper authority, or who shall hereafter become a member of said Armed Forces during said time, who has not served the required probationary period for said position at the time of becoming a member of said Armed Forces shall, with the approval of the appointing authority and the Board, at the date that he/she becomes a member of the Armed Forces of the United States, be considered to have completed said probationary period and shall thereafter have full Civil Service status as though a full probationary period had been served and shall be granted a military leave of absence in accordance with the rules set out in this ordinance, and shall, upon completion of such military service, if he/she is physically and mentally able to perform the duties of the position, be reinstated to the position which he/she held at the time of becoming a member of said Armed Forces in accordance with the rules hereinbefore set out.
- E. **Vacancy Caused By Military Or Special Leave Of Absence To Be Known As Temporary Vacancy In Permanent Position** – A vacancy created by an employee receiving a military or special leave of absence shall be known as a temporary vacancy in a permanent position, and any person appointed to fill such a temporary vacancy in a permanent position shall be known as a substitute in that position and said substitute shall acquire only such Civil Service rights as are hereinafter specifically provided in this Article.

**Section 8 – Name Of Substitute To Be Placed On Re-Employment List** – The name of any person appointed to a temporary vacancy in a permanent position as a substitute and who has been certified from an eligible list shall, upon the reinstatement of regular incumbent, be placed upon the re-employment list. Any employee so promoted shall revert to his/her former class upon the reinstatement of the regular incumbent.

**Section 9 – Substitute May Be Appointed As Regular Incumbent** – If it shall have been determined that the regular employee who has been on a leave of absence is physically or mentally unable or elects not to return to said permanent position, the status of the substitute shall be changed to permanent if he/she had been assigned to the position under contract language relating to transfers and promotions or, for an entry level position, selected through a Board approved process of screening and interviews. When neither process has been followed, the position will be declared vacant. If the employee's status is changed to that of permanent, the time spent working in the assignment will be credited for seniority purposes in the new class.

**Section 10 – Name Of Substitute May Be Placed On Re-Employment List If Called Into Armed Forces –**  
The name of any substitute appointed from an eligible list, who, while acting as such, becomes a member of the Armed Forces of the United States in time of war or other emergency declared by proper authority, shall be placed upon the re-employment list for the proper class, if, within ninety (90) days after receiving an honorable discharge from said Armed Forces said substitute shall file a written request with the Board and if said substitute is mentally and physically capable of handling said position, provided that if the name of more than one such substitute is placed upon said re-employment list, such names shall be arranged on said list in the order of original appointment.

## **ARTICLE 14**

### **Insurance**

**Section 1** – 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.

**Section 2** – The School District shall pay an amount per month for each employee in the Unit sufficient to maintain the level of benefits existing August 1, 1987, in the Disability Income Insurance Protection Plan. In the event the parties do not agree to retain language providing for specific reference to L.T.D. insurance in any Agreement reached on and after August 1, 1993, the language in that Agreement will revert back to the language in effect prior to January 1, 1986.

**Section 3** – All employees under this Agreement must regularly be scheduled to work twenty-four (24) hours or more per week to qualify for group insurance benefits, including the present hospital/medical insurance, disability income insurance protection, and group term life insurance. Newly hired employees will be provided coverage for the first day of the month following their date of employment, except persons hired to start the first day of the school year shall be covered from the date of employment.

## **ARTICLE 15**

### **Weekend And Holiday Care Of Buildings**

**Section 1** – Engineers and firepersons required to perform weekend and holiday care of school buildings beyond their regular work week during the year shall receive time and one-half (1½) their regular hourly rate for care of buildings during such holidays and weekends.

**Section 2** – Engineers and firepersons required to perform weekend care of school buildings beyond their regular work week during the year shall receive two (2) times their regular hourly rate for care of buildings during a Sunday or on a holiday.

**Section 3** – Such weekend and holiday care shall be one (1) hour per day unless additional time is authorized because of need or emergency by the Director of Business Services or other designee office, and except that if an employee on weekend and holiday care is required to perform services within a building for a scheduled activity during the weekend or on a holiday, such services shall include the one (1) hour weekend and holiday care and the employee shall not be paid twice for such hour. Should the employee not perform services for such scheduled activity, he/she shall not be paid the one (1) hour for weekend and holiday care, but the employee working such scheduled activity shall be required to perform such weekend and holiday care as part of the pay he/she shall receive for such scheduled activity. Subject to the same conditions as above, persons covering secondary buildings shall be allowed one and one-half (1½) hours per day for such weekend and holiday care.

## **ARTICLE 16**

### **Job Security**

**Section 1** – The School Board and the Union jointly agree that changes in procedure (mechanical, physical, and financial) and methods must be made from time to time to keep the School District, its equipment and responsibility so as to promote the mutual interests of the taxpayer, the employees and the School District. In making such changes, job content and manpower requirements may be altered which could affect certain employees. The School Board agrees to communicate in writing five (5) days in advance of such changes with appropriate Union officers.

**Section 2** – No employee's regular rate of pay shall be reduced when temporarily transferred to a job paying a lower rate, unless the said employee's regular job ceases to provide work. A classified employee who is assigned to and who works any portion of a shift of his classified job shall be paid the rate of that job for all work performed by him/her on that shift when temporarily transferred to a job paying a lower rate.

**Section 3** – In the event of contemplated major changes, the following shall apply:

- A. If after attaining five (5) years or more of service with the School District, a permanent employee is demoted to a lower classification because of the effect of a specifically designated technological change, his/her special minimum wage rate on such new job shall be a rate halfway between his/her former classification rate and the rate of the classification he/she then occupies.
- B. If his/her job is subsequently changed, he/she retains his/her special minimum rate unless the new job exceeds such minimum. In any event, four (4) years from such demotion, an employee's special minimum rate terminates, and the wage rate of such employee shall become the rate of the classification he/she then occupies.
- C. The employee shall retain the right of seniority in the job assignments he/she is qualified to fill.

## **ARTICLE 17**

### **Safety Glasses/Shoes**

**Section 1** – Employees so designated by the Director of Business Services or other designee shall be reimbursed once every two (2) years for the actual cost up to \$100.00 for approved safety eyewear. Reimbursement may be authorized before the end of a two (2) year period if safety eyewear is damaged during the course of work.

**Section 2** – Employees so designated by the Director of Business Services or other designee shall be reimbursed once a year for the actual cost up to \$50.00 for approved safety footwear.

## **ARTICLE 18**

### **Health Care Savings Plan (HCSP) (Changes effective August 18, 2015)**

**Section 1** – To be eligible to receive the Health Care Savings Plan benefits, an employee must be immediately eligible for a Minnesota pension plan at the time of retirement, including eligibility for deferred PERA benefits that may, at the employee's option, commence subsequent to his/her leaving employment with the School District, as defined below .

**Section 2** – The number of unused current and accumulated sick leave (days up to a maximum of two hundred ten (210) days) plus the number of unused current and accumulated vacation days will be used to determine the contribution to the HCSP. The first one hundred (100) days of the accumulated sick leave days above, plus the number of unused vacation days multiplied by the employees daily rate of pay (DRP) (excluding overtime) will be determined.



The DRP shall be the basic hourly rate plus longevity and lead person hourly rates, at the time of retirement, times the normal hours per day worked.

**Section 3** – The remaining amount of sick leave in excess of one-hundred (100) days from Section 2, will be, multiplied by the employee's daily rate of pay (excluding overtime), and discounted by 3.5%.

**Section 4** – The total calculation of the value of the first one hundred (100) days (Section 2) and the discounted calculation of the value of the days in excess of one hundred (100) days (Section 3) will be contributed to the HCSP for the employee by the District.

Calculation of the employee's HCSP shall be determined by the following calculation:

**Benefit Payment for First 100 Days**

Unused & Accumulated Sick Leave days (up to a maximum of 100 days) + Unused & Accumulated  
Vacation Days  
X DRP  
= Benefit Payment for First 100 Days

**Benefit Payment for Remaining Days**

Remaining Sick Leave days (over 100 days and up to a maximum of 210 days)  
X DRP  
= Sub Total of Days  
-3.5 % discount  
= Benefit Amount for Remaining Days

**Total State Health Care Saving Plan Payment**

Benefit Payment for First 100 Days  
+ Benefit Payment for Remaining Days  
= Total State Health Care Savings Plan Payment

**Section 5** – Retired employees will be allowed to participate in District health plans at their own expense pursuant to applicable State and Federal laws.

## **ARTICLE 19**

### **Union Meetings And Conventions**

**Section 1** – Provided maintenance or operations employee working the second shift desires to attend regular union meetings falling during his scheduled work hours, he/she may do so upon the approval of his/her supervisor and his/her statement as to the exact hours he/she intends to work as replacement for the total time lost for such attendance. The lost time will cause no added expense to the School Board and the position will be filled by an employee of like classifications. No position will be vacant at any time. The employee shall make up any time taken off for such purposes.

**Section 2** – 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. It is intended that the total time allowed under this provision in any one (1) calendar year shall not exceed four (4) working days in total for all employees of the Union.

## ARTICLE 20

### In-Service Training Courses

**Section 1** – All custodians will take the "Custodial Training Course", conducted by the School Board personnel, before he/she will be recognized as a qualified employee for promotion to Fireperson I.

**Section 2** – All Firepersons and Engineers will take the "Advanced Course in Building Maintenance", conducted by the School Board personnel, once every three (3) years to maintain his/her status as a qualified employee for selection for promotion to a higher classification.

**Section 3** – Tuition will be paid by the School District upon successful completion of the course for any job-related regular or on-line course at Lake Superior College or other accredited higher education institute as long as the tuition does not exceed the tuition charged by Lake Superior College. Application must be requested in writing to, and approved in writing obtained from, the Director of Business Services or other designee.

**Section 4** – Effective July 1, 2017, operations and maintenance employees will be provided a one-time bonus upon successfully obtaining the following licenses for the first time. The bonus applies only to new licenses after the date of July 1, 2017. The bonus does not apply to licenses granted prior to July 1, 2017 or lapsed licenses.

4C License - \$100  
2C License - \$150  
1C License - \$200  
Chief C License - \$250

## ARTICLE 21

### Military Leave

No employee under this Agreement shall "request" of the military unit to which he/she is assigned, or the commander thereof, that he/she be assigned or authorized military duty for which he/she would be entitled to military leave with pay from the School District during the time the employee is working, or his/her services are under contract to be performed for the School District.

## ARTICLE 22

### Vacancies, Promotions, Demotions, Layoffs

It is agreed that those provisions of the Civil Service Rules of Independent School District No. 709 having to do with eligible lists, applications, tests, and certifications shall not be applicable to the hiring of persons whose positions fall within classifications covered by the Conference of Firemen and Oilers, District of Local 32BJ, SEIU (NCFO District) Chapter 956. The filling of positions under this Section shall occur only after all conditions of this Article have been met.

The hiring of individuals to fill vacancies in these classifications will be accomplished by the Human Resources Department of I.S.D. No. 709 in accordance with existing policies and regulations of the School Board. All other Civil Service Rules not covered by the Collective Bargaining Agreement shall remain in effect.

#### **Section 1- Promotional Vacancies/Transfers (Changes effective August 18, 2015)**

##### A. Vacancies

- 1) When a vacancy exists, the vacancy shall be posted on the bulletin board outside of the Human Resources Department at HOCHS, with copies furnished to the Union President by District email and emailed to each bargaining unit member using a bargaining unit distribution list. Employees on lay off status will be notified of vacancies by the Human Resources Department by mail or phone call. The

- posting shall be for seven (7) calendar days. Employees must apply by completing an application on the District's online application system by the closing date.
- 2) Lateral transfers within a classification shall be offered upon the basis of seniority within the classification to those requesting the same in advance in writing, subject to approval of the Principal or head of the school or building to which transfer is being made. In the case of disapproval and upon the request of the employee, the Principal shall notify the employee in writing of the reason for the disapproval and provide supporting documentation as determined appropriate and helpful by the Administration.
  - 3) Employees shall apply for vacancies and/or lateral transfers by using the Human Resources Department online application system. Directions on how to apply will be provided to each bargaining unit member and posted on the District's website.
- B. Applications for promotional vacancies from bargaining unit members shall be considered in the following order:
- 1) Employees presently working in the same classification title but at the next lower pay level (e.g., Fireperson I to Fireperson II) shall be given first consideration based on their seniority in their present classification.
  - 2) Other applicants from successively lower pay levels with persons in the same class title having priority in seniority order.
  - 3) Permanent part-time employees from successively lower pay levels with persons in the same class title having priority in seniority order.
- C. When four (4) internal persons apply and are willing to accept the promotion, and meet the minimum qualifications called for in the job description including in-service requirements, if any, then the position shall be considered closed and the District shall be required to select from one (1) of the four (4) applicants. The unsuccessful applicants will be notified by the District in a timely manner after the position is filled.
- D. In the event a position is offered to an employee in the bargaining unit, he/she shall be given up to two (2) business days after being notified of the promotion to accept or reject it.
- E. If less than four (4) persons apply or fail to meet all requirements, the Human Resources Department may consider outside applicants to reach a total of four (4).
- F. At the written request of the appropriate department supervisor to the Human Resources Department, a qualified applicant who has been interviewed but not selected for three (3) different jobs within a classification may be removed from future consideration for a period of one (1) year. This written request by the supervisor shall be furnished to the employees and the Union. Any written request made by the supervisor that removes a qualified applicant from future consideration for a promotion in a given classification shall be given within thirty (30) days of the conclusion of the applicant's third interview.
- G. An employee who has completed his/her initial employment probationary period with the District will not be prohibited from becoming an applicant for a promotional vacancy while serving in a promotional probationary period (e.g., a person who has completed his/her initial employment probationary period as a Custodian II and who has subsequently assumed a Utility I position may be an applicant for a Utility II vacancy even if he/she has not completed his/her probationary period as Utility I).
- H. It is also understood that when less than four (4) internal persons apply or fail to meet minimum qualification requirements as referred to in Section 1.C, the Human Resources Department may seek additional candidates from outside applicants in order to bring the total number of applicants to four (4) or employ a person in a substitute capacity until such time as four (4) persons complete their initial employment probationary period except that in no instance can a substitute person work in this capacity for more than sixty-seven (67) working days. The limitation of sixty-seven (67) days does not pertain to situations where the incumbent employee is on leave with rights of reinstatement.
- I. The District shall provide an opportunity for an engineer, upon request, to become certified to operate swimming pools.

## **Section 2 – Demotions**

- A. A demotion is a change from a higher pay classification to a lower pay classification within the classified services.
- B. Employees taking a voluntary demotion shall lose their seniority in the classification from which demoted, but shall be entitled to carry such seniority earned in the class from which demoted to the lower classification to which he/she may be demoted. An employee taking a voluntary demotion may apply to the appropriate authority for reinstatement to the classification from which the employee was demoted in accordance with Section 1 of this Article. Upon reinstatement to the class, the employee shall be credited with all seniority earned in the class from which they were demoted.
- C. Employees that are involuntarily demoted due to no cause of their own, shall retain seniority earned in the

classification they were demoted from and shall be given first consideration based on their seniority when vacancies occur in the classification they were demoted from.

### **Section 3 – Seniority List**

- A. A seniority list shall be maintained and brought up to date on May 15 and October 15 of each year with copies placed on the District's website, submitted to the president of the Union and emailed to each bargaining unit member using a bargaining unit email distribution list.
- B. Employees shall have thirty (30) calendar days after submitting the list to the union president to raise objections to their seniority rating. The objection must be made in writing to Human Resources.
- C. Any employee failing to protest their seniority as shown on such list within the thirty (30) day period shall be considered to have confirmed their seniority as listed.

### **Section 4 – Layoffs/Re-employment**

- A. Layoffs shall be governed in accordance with the Civil Service Regulations of Independent School District No. 709, as the same may now exist or hereafter be adopted, amended, repealed or otherwise changed.

## **ARTICLE 23**

### **Bus Drivers**

#### **Section 1 – Lunch Period**

- A. A full-time bus driver's lunch schedule is to be scheduled to begin not earlier than 10:30 a.m. and is to end not later than 1:30 p.m. during the scheduled work day of the employee.
- B. Any such employee missing his one-half (1/2) hour lunch shall be paid overtime for the time scheduled during his lunch period.
- C. In any scheduling which would deprive the employee of over five (5) minutes of his lunchtime, he/she shall be compensated for a full one-half (1/2) hour.

#### **Section 2 – Route Bidding**

Subdivision 1 – Definition of Routes:

- A. Regularly scheduled routes shall consist of morning and afternoon regular and special education runs, noon kindergarten runs, secondary technical shuttle runs and after school activity routes, utility runs or a combination thereof.
- B. Extra runs shall consist of work experience, irregular special education runs that fall between the beginning and end of the regular school day, extra curricular trips, field trips and any other run not included in A.

Subdivision II – Section Routes:

- A. Prior to the beginning of each school year, drivers shall be provided an opportunity to select regularly scheduled routes available to them by classification seniority.
- B. Extra runs shall be assigned to drivers by a combination of: classification seniority, availability of schedule, geographic location and pupil accessibility.
- C. If a driver's regularly scheduled route time changes by more than twenty percent (20%) of the original posted time, a driver may bump into a route held by a driver with lower seniority. The following procedure shall be followed in re-selection:
  - 1. A driver who believes their route has changed by the required amount shall petition in writing, within ten (10) days of the time the driver knew or should have known of the change, to a transportation supervisor that their route be reviewed for determination if the driver can use their seniority to bump into another route.
  - 2. The transportation supervisor shall within ten (10) days inform the driver that they may bump into a route. The driver shall have ten (10) days to inform the transportation supervisor which route of a lower seniority driver they wish to bump into, starting one (1) week from the date of notification. If the transportation supervisor denies the request to bump into a route, the driver may follow the normal grievance procedures.
- D. When a route becomes vacant, it shall be posted for five (5) business days for bidding by all drivers and will be awarded based on seniority.

**Section 3** – Bus Driver II or Bus Helper who is assigned to work summer work will be entitled to and receive the same wage and benefits package that said employee received during the regular school year for the period of summer employment.

## **ARTICLE 24**

### **Hazardous Pay**

**Section 1** – The following areas are to be considered as hazardous pay areas:

- Flat roofs with no parapet walls
- Tabled roofs, regardless of parapet walls (except Rockridge)
- Steep roofs, regardless of parapet walls
- All swing staging
- All boson chair work
- All scaffold work over thirty (30) feet
- Articulated boom work over thirty (30) feet

All work in these areas shall be with the use of approved safety belts, properly tied off.

The words "Hazardous Pay" shall be on the time cards for the number of hours the individual worked in this area. These hours so indicated will have an additional \$.25 per hour added to the regular hourly rate.

## **ARTICLE 25**

### **Work Week**

The standard work week of all persons who were regularly employed within the bargaining unit on or prior to November 8, 1973, and who normally on such date worked a regular work schedule beginning no earlier than Monday and ending no later than Friday, shall be, for payroll purposes, effective with the date of the execution of this Agreement and thereafter, from 12:01 a.m. Monday through 12:01 a.m. Saturday in any work week. All other employees within the bargaining unit, including new employees hired after November 8, 1973, and employees regularly working a schedule as of November 8, 1973, which included Saturday or Sunday, may be required to work a workweek other than Monday through Friday, and which may include Saturday and Sunday.

## **ARTICLE 26**

### **Engineer Classifications**

**Section 1** – Engineers are classified based on the formula that Engineers assigned footage of 0 – 70,000 square feet are in the Engineer I class and as buildings qualify based on square footage specified in Section 6 of this Article.

**Section 2** – Engineers assigned to 70,001 – 180,000 square feet are classified as Engineer II, and as buildings qualify based on square footage specified in Section 6 of this Article.

**Section 3** – Engineers assigned to 180,001 – 240,000 square feet are classified as Engineer III, and as buildings qualify based on square footage specified in Section 6 of this Article. (Note: HOCHS was previously assigned to this level and is grandfathered in.)

**Section 4** – Engineers assigned to 240,001 – 340,000 square feet are classified as Engineer IV, and as buildings qualify based upon square footage as specified in Section 6 of this Article.

**Section 5** – The classification of existing buildings as of the 1989-1991 contract are grandfathered in according to their current statuses in classes I, II, III, and IV.

**Section 6** – For all new buildings and additions, renovations or reductions, completed after July 1, 2004, the size for purposes of classification shall be determined utilizing the following definition:

- A. The floor space shall be determined using computer aided measurements of the actual surface area of spaces that need to be accessed daily or almost daily such as classrooms, fan rooms, boiler rooms, gyms and hallways and excluding areas that are sporadically visited for maintenance purposes such as crawl spaces, pipe tunnels, ventilation ducts or air plenums and attics; provided however, that these sporadically visited areas, including roofs, will be counted in the actual surface area so long as the specific space in a particular building is mutually identified and agreed upon the District and the Union.
- B. For the purposes of determining the classification of existing buildings as additions are constructed, if cumulative additions to an existing building add at least ten percent (10%) to the listed (July 1, 2004) floor space, and cause the building to exceed the minimum limits of the next higher class, the building will be reclassified to the higher class upon being occupied by District staff and students.
- C. Square footages for buildings as of December 19, 2017, are attached as Exhibit B.

## **ARTICLE 27**

### **Direct Deposit**

The School District may pay such employees in the bargaining unit, as it shall designate by depositing in such banks, as the employee shall designate the net salary or wages owing to such employees.

## **ARTICLE 28**

### **Union Dues And “Fair Share” Fee**

Eligibility for Union membership shall be established at the completion of thirty (30) calendar days of continuous employment. The Union membership list will be updated at that time.

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 same to the appropriate Union representative or its assignee as may be properly designated. In addition, the School District shall check off from the earnings of any employee within the bargaining unit who is not a member of the Union the "fair share" fee required by Minnesota Statutes, Section 179A.06, Subd. 3, upon appropriate action being taken by the Union pursuant to said statutory provisions, and such sum not to exceed the monthly dues of the Union to its members.

The District agrees to deduct and transmit political contributions, in the monthly amount specified, from the wages of those employees who voluntarily authorize such contributions, to the National Conference of Firemen & Oilers, District Local 32BJ/SEIU (Union). Forms for the purpose of such voluntary authorization will be provided by the Union. The monthly amounts specified must be in even dollar amounts and there must be at least five (5) employees who agree to participate. These transmittals shall occur monthly, and shall be accompanied by a list of the names of those employees for whom such deductions have been made, and the amount deducted for each such employee.

## **ARTICLE 30**

### **Special Provisions Relating To Bus Helpers**

**Section 1** – The intent of this Article is to establish wages and conditions of employment that will allow the School District to employ and utilize a new classification of employees called “Bus Helper”. The wages and conditions of employment applicable to the classification of "Bus Helper" shall be contained solely within this Article. Effective January 6, 1992, other benefits and conditions of employment contained in this Collective Bargaining Agreement shall apply unless otherwise noted or not compatible with part time employment.

**Section 2 – Hours Of Work**

- A. Bus Helpers will be employed when school is in session and Bus Helpers are needed as determined by the administration.
- B. The daily work schedule shall be determined by the administration.
  - 1) Split shifts may be assigned.
  - 2) All hours worked in excess of forty (40) per week shall be paid at one and one-half (1½) times the normal rate.
  - 3) Hours of work may vary in accordance with the needs of the Transportation Department as determined by the administration.

**Section 3 – Vacation, Holidays, Sick Leave**

- A. **Vacation** – Employees will be granted and utilize prorated vacation based on the schedule found in Article 13. Vacations are to be scheduled between September 1 and June 30 and according to the needs of the District. Vacations earned by July 1 must be used by the following June 30.
- B. **Holidays** – Bus Helpers who have been employed at least thirty (30) calendar days shall receive prorated the same holidays as those outlined in Article 12, but only if they work the scheduled day before and the scheduled day after the holiday.
- C. **Sick Leave** – Employees shall be granted sick leave according to the provisions of Articles 13 and 18 on a prorated basis. Sick leave shall not be payable during periods when work is not scheduled.
- D. For purposes of prorating holidays, sick leave and vacation, employees working thirty-five (35) to thirty-nine (39) hours per week shall be prorated at 7/8ths and employees working forty (40) hours and over per week shall be prorated at 8/8ths.

**Section 4 – On The Job Injury** – In the event of an on-the-job injury to an employee subject to this Article, the School District will pay the salary for the first three (3) days of lost time, if not otherwise paid by application of Worker's Compensation laws.

**Section 5 – Bus Helpers Employed as Temporary Summer Custodians** - Bus Helpers who are employed as Temporary Summer Custodians shall:

- 1) Receive the Step C wage of the Custodian I classification;
- 2) receive July 4 as a paid holiday if on District paid status for the work days immediately preceding and immediately following holiday;
- 3) be permitted to use accrued sick leave if unable to work as a temporary summer custodian due to illness.

Bus Helpers shall not accrue District and/or classification seniority or time off (vacation, sick, etc.) for hours worked as Temporary Summer Custodians.

**Section 6** – This Article contains the full and complete understanding of the parties for the classification of Bus Helper.

It is specifically understood that Article 2, paragraph G, concerning subcontracting of work shall not apply to the classification of Bus Helper.

With respect to matters not covered by this Article, which are proper subjects for negotiation, it shall be presumed that said matters were intentionally omitted from this Article and are not subject to further negotiation during the term of this Agreement. The parties specifically waive the right to negotiate with respect thereto during the term of this Agreement, even though such subject matter may not have been in the knowledge or contemplation of the parties at the time this Article was agreed to.

**ARTICLE 31**

**Special Provisions Relating To School Bus Driver II**

**Section 1** – The intent of this Article is to establish wages and conditions of employment that will allow the School District to employ and utilize a new classification of employees called "School Bus Driver II". The wages and conditions of employment applicable to the classification of "School Bus Driver II" shall be contained solely

within this Article. Effective January 6, 1992, other benefits and conditions of employment contained in this Collective Bargaining Agreement shall apply unless otherwise noted or not compatible with part time employment.

**Section 2 – Hours Of Work**

- A. School Bus Driver II's will be employed when school is in session and are needed as determined by the administration.
- B. The daily work schedule shall be determined by the administration.
  - 1) Split shifts may be assigned.
  - 2) All hours worked in excess of forty (40) per week shall be paid at one and one-half (1½) times the normal rate.
  - 3) Hours of work may vary in accordance with the needs of the Transportation Department as determined by the administration.

**Section 3 – Vacation, Holidays, Sick Leave**

- A. **Vacation** – Employees will be granted and utilize prorated vacation based on the schedule found in Article 13. Vacations are to be scheduled between September 1 and June 30 and according to the needs of the District. Vacations earned by July 1 must be used by the following June 30.
- B. **Holidays** – Employees who have been employed at least thirty (30) calendar days shall receive prorated the same holidays as those outlined in Article 12, but only if they work the scheduled day before and the scheduled day after the holiday.
- C. **Sick Leave** – Employees shall be granted sick leave according to the provisions of Articles 13 and 18 on a prorated basis. Sick leave shall not be payable during periods when work is not scheduled.
- D. For purposes of prorating holidays, sick leave and vacation, employees working thirty-five (35) to thirty-nine (39) hours per week shall be prorated at 7/8ths and employees working forty (40) hours and over per week shall be prorated at 8/8ths.

**Section 4 – On The Job Injury** – In the event of an on-the-job injury to an employee subject to this Article, the School District will pay the salary for the first three (3) days of lost time, if not otherwise paid by application of Worker's Compensation laws.

**Section 5 – Bus Driver IIs Employed as Temporary Summer Custodians** - Bus Driver IIs who are employed as Temporary Summer Custodians shall:

- 1) Receive the Step C wage of the Custodian I classification;
- 2) receive July 4 as a paid holiday if on District paid status for the work days immediately preceding and immediately following holiday;
- 3) be permitted to use accrued sick leave if unable to work as a temporary summer custodian due to illness.

Bus Helpers shall not accrue District and/or classification seniority or time off (vacation, sick, etc.) for hours worked as Temporary Summer Custodians.

**Section 5** – This Article contains the full and complete understanding of the parties for the classification of School Bus Driver II.

It is specifically understood that Article 2, paragraph G, concerning sub-contracting of work shall not apply to the classification of School Bus Driver II.

With respect to matters not covered by this Article, which are proper subjects for negotiation, it shall be presumed that said matters were intentionally omitted from this Article and are not subject to further negotiation during the term of this Agreement. The parties specifically waive the right to negotiate with respect thereto during the term of this Agreement, even though such subject matter may not have been in the knowledge or contemplation of the parties at the time this Article was agreed to.

**ARTICLE 32**

**Definition**



Where the term employee is used herein, shall mean a maintenance and operations personnel of the School District within the positions and classifications included in Schedules "A", "B" and "C" attached hereto and made a part of this Agreement, except part-time employees whose service does not exceed fourteen (14) hours per week or employees who hold positions of a basically temporary or seasonal character for a period not in excess of sixty-seven (67) working days in any calendar year.

### **ARTICLE 33**

#### **Matters Not Covered**

This Agreement represents the full and complete agreement between the parties and supersedes all previous Agreements between the parties. With respect to matters not covered by this Agreement which are a proper subject for negotiation, it shall be presumed that said matters were intentionally omitted from this Agreement and not subject to further negotiation during the term of this Agreement, and the parties specifically waive the right to negotiate with respect thereto during the term of this Agreement, even though such subject matter may not have been in the knowledge or contemplation of the parties at the time this Agreement was reached.

### **ARTICLE 34**

#### **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 35**

#### **Savings Clause**

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

### **ARTICLE 36**

#### **General Provisions**

##### **Section 1 – Resignations**

- A. Any employee in the classified service who wishes to resign in good standing shall give the appointing authority written notice of at least two (2) weeks, unless the appointing authority consents to his/her leaving on shorter notice.
- B. Any employee who has resigned after giving proper notice may, within thirty (30) calendar days after termination of employment, and with the consent of the Board and appointing authority, withdraw his/her resignation and be restored to the position vacated if it is still vacant or is filled by a temporary employee, and if it is not, he/she may, upon written request to the appointing authority, have his/her name placed on the reemployment list for a position.
- C. ***In Accordance With Civil Service Rule 18.4, Resignation May Be Presumed in Certain Cases:*** Any employee who is absent from duty for three (3) consecutive business days without securing leave from his/her supervisor or without notifying him/her of the reason for his/her absence and the time when he/she expects to return, or fails to notify the appointing authority of his/her readiness to resume his/her duties within five (5) business days after the expiration of a leave of absence, shall be considered to have resigned, and such resignation shall be treated as a resignation without notice, unless it can be proven that the employee had sufficient and good cause for not reporting for duty.

**Section 2 – School Related Injuries** – An employee in the first six (6) months of employment who is injured in the course of carrying out duties and responsibilities as an employee of the Board shall be granted leave without loss of pay or benefits for a period not to exceed five (5) days.

**Section 3 – Tort/Liability Protection** – The School District will, subject to the provisions of state statute, defend, hold harmless, and indemnify Unit employees from any and all demands, claims, suits, actions, and legal proceedings brought against an employee in his/her individual capacity, or in his/her official capacity as an employee of the School District, provided the incident arose while the employee was acting within the scope of his/her employment and acting in good faith.

**Section 4 – Personnel Files**

- A. An employee shall have the right to inspect and to obtain copies of all evaluations and files within the School District and maintained at Historic Old Central High School (HOCHS), and to submit for inclusion in the file written information in response to any such material.
- B. Identification or written authorization shall be required before access is given to any file.
- C. All materials received for inclusion in a personnel file shall be stamped with a date received for filing.
- D. An employee shall be notified whenever material is placed in the personnel file, which is not of a normal or routine nature and does not contain the employee's signature.
- E. Each individual personnel file shall have a form placed in it to be used whenever someone outside the Human Resources Department inspects that file. It shall have space for the date, name, and reason for inspection.
- F. Official grievances filed by any employee under the grievance procedure shall not be placed in the personnel file of the employee, nor shall it be used in a recommendation for personnel assignment.

**Section 5 – Performance Evaluation** – All evaluations of an employee shall be reviewed with the employee by the immediate supervisor prior to filing. The employee shall be requested to sign the evaluation to indicate that he/she has reviewed the same and be given a copy upon request. Failure to sign the evaluation report, however, shall in no way detract from its effect or validity. Signatures shall not be construed as meaning agreement with the evaluation. Any form of evaluation shall be identified, and each employee so evaluated shall be informed.

**Section 6 – Jury Duty**

- A. When an employee is selected for jury duty, upon prompt notification to his/her supervisor, he/she shall be released from his/her regular assignment for such duty on those days the employee is directed by the court to report for duty. The employee, when selected to a jury panel, shall attempt to ascertain whether a trial will continue for more than five (5) days; if so, the employee shall make a request of the court for release from that assignment prior to being placed on such jury.
- B. While on jury duty an employee will be paid the regular rate of pay (excluding shift differential) of the job in which they were scheduled to work. However, his/her jury per diem pay excluding mileage and expense money received by the employee is to be surrendered to the School District.

**Section 7 – Training** – The parties agree that a committee made up of a total of six (6) members, three (3) appointed by administration and three (3) appointed by the Union, shall discuss the issue of in-service training for employees.

**Section 8 – Video Security, Surveillance, Employee Confidentiality** – Maintaining the health, welfare and safety of students, staff, and visitors while on school district property and the protection of taxpayer property are important functions of the school district. District administration and staff shall comply with School District policies 3188, 3188R, and 711.

**ARTICLE 37**

**Term Of Agreement**

This Agreement shall be effective July 1, 2020, except as otherwise provided herein, and shall remain in effect through June 30, 2021, and from year to year thereafter unless the Union or the School District shall give written notice to the other on or before April 1, 2021, or April 1 of each year thereafter, that such parties desire to meet and negotiate for the purpose of arriving at an agreement concerning conditions of employment for the following year.

It is agreed that along with said written notice such party shall give in writing, to the other party, the substance of changes and the language desired in the new Agreement, but the failure to include other changes and other language desired shall not prevent the party giving said notice to meet and negotiate with the other party for the purpose of arriving at an agreement as to all such other changes and other language desired which are not given or included with the written notice.

IN WITNESS WHEREOF, the parties have, by and through their duly authorized officers, executed this Agreement on the date first above mentioned.

National Conference of Firemen and Oilers, District of Local 32BJ, SEIU (NCFO District) Chapter 956.

Dated at Duluth, Minnesota this 29<sup>th</sup> day of March, 2021.

NATIONAL CONFERENCE OF FIREMEN  
AND OILERS, DISTRICT OF 32BJ,  
SEIU (NCFO DISTRICT) CHAPTER. 956

INDEPENDENT SCHOOL DISTRICT NO. 709

By:   
\_\_\_\_\_  
President of the Union

By:   
\_\_\_\_\_  
Chairperson of the School Board

By:   
\_\_\_\_\_  
Chair of the Negotiation Committee for the Union

By:   
\_\_\_\_\_  
Clerk of the School Board

By: Robert Smith  
\_\_\_\_\_  
International Representative for the Union

## EXHIBIT A

### Memorandum Of Understanding

The parties agree that they will jointly recommend to the Civil Service Board that they approve the new titles and job descriptions for Engineer 1, Engineer 2, Engineer 3, Engineer 4, Master Plumber and Master Electrician and contemplated during negotiations and that have been listed in this contract. The job description and minimum qualifications for Master Electrician will include the following: "Duties: Under supervision, the Master Electrician, in addition to the duties and responsibilities of a Journeyman Electrician, shall be responsible for performing the duties of Master Electrician of Record for electrical systems pursuant to Minnesota statutes and electrical codes." The Minimum Qualifications will include the requirement: "Possession of a Class A Minnesota Master's license".

The job description and minimum qualifications for Master Plumber will include the following: Duties: Under supervision, the Master Plumber, in addition to the duties and responsibilities of a Journeyman Plumber, shall be responsible for plumbing systems pursuant to Minnesota statutes and plumbing codes. The Minimum Qualifications will include the requirement: "Possession of a Minnesota Master's license".

The parties also agree to jointly recommend to the Civil Service Board that the incumbent Master Plumber and Master Electrician be reclassified into the new classifications.

**EXHIBIT B**

**Building Square Footage (Floor Area)**

|   | <i>building</i>   | <i>date built</i> | <i>square feet</i> |        |
|---|---|-------------------|--------------------|--------|
| <b>ENGINEER 4</b>                                 | Denfeld High School, 401 North 44th Avenue West                         | 1926              | 158,667            |        |
|   | Addition - gymnasium, media center                                      | 1987              | 52,008             |        |
|   | Addition - classrooms   | 2010              | 99,958             |        |
|   | Addition - shop   | 2016              | 2,109              |        |
|   | Public School Stadium Building (locker rooms/toilets)                   | 2001              | 4,607              |        |
|   | Public School Stadium Press Box   | 2001              | 434                |        |
|   | Public School Stadium Track and Field Storage Building (24'x30' garage) | 2001              | 677                |        |
|   | Public School Stadium Concession Building                               | 2001              | 266                |        |
|   | Public School Stadium Ticket Booths (21'8" x 10')                       | 318,842           | 2001               | 116    |
|   | East High School, 301 North 40th Avenue East                            | 1956              | 110,732            |        |
|   | Addition - science classrooms   | 1992              | 5,503              |        |
|   | Addition - media center, classrooms                                     | 1994              | 5,728              |        |
|   | Addition - classroom (conversion to high school)                        | 2010              | 161,288            |        |
|   | Baseball Field Press Box  | 2001              | 105                |        |
|   | Ordean Stadium Concession Building                                      | 2012              | 3,516              |        |
|   | Ordean Stadium Ticket Booth   | 2012              | 102                |        |
| Ordean Stadium Press Box                          | 2012  | 328               |                    |        |
| Ordean Stadium Field Storage Building             | 287,916   | 2012              | 614                |        |
| <b>ENGINEER 3</b>                                 | Ordean East Middle School, 2900 East 4th Street                         | 1926              | 95,724             |        |
|   | Addition - music wing   | 1958              | 7,772              |        |
|   | Addition - gymnasium, shops, office, media center                       | 1967              | 27,915             |        |
|   | Addition - gymnasium, food service                                      | 1987              | 47,749             |        |
|   | Addition - swimming pool (conversion to middle school)                  | 2010              | 14,269             |        |
|   | Storage Building (athletic field)                                       | 1987              | 332                |        |
|   | Press Box (football/soccer field bleachers) moved from Ordean MS        | 2010              | 320                |        |
|   | Press Box (baseball field)  | 2012              | 139                |        |
|   | Garden Shed   | 194,337           | 2016               | 117    |
|   | Lincoln Park Middle School, 3215 West 3rd Street                        | 2012              | 188,933            |        |
|   | Pump House  | 189,137           | 2012               | 204    |
|   | Historic Old Central High School, 215 North 1st Avenue East             | 1890              | 134,114            |        |
|   | Addition - gymnasium, classrooms (Unity School)                         | 1926              | 20,787             |        |
| Garage (5 stall attached)                         | 1938  | 2,078             |                    |        |
| Addition - loading dock (administration)          | 162,314   | 1973              | 5,334              |        |
| <b>ENGINEER 2</b>                                 | Lowell Elementary School, 2000 Rice Lake Road                           | 1960              | 10,354             |        |
|   | Addition - gymnasium  | 1962              | 4,055              |        |
|   | Addition - elementary school addition (new Lowell)                      | 90,585            | 1993               | 76,176 |
|   | Laura MacArthur Elementary School, 720 North Central Avenue             | 88,145            | 2011               | 88,145 |
|   | Myers-Wilkins Elementary School, 1027 North 8th Avenue East             | 1918              | 37,164             |        |
|   | Addition - food service, media center                                   | 1982              | 5,557              |        |
|   | Addition - Classrooms (first floor)                                     | 1991              | 2,520              |        |
|   | Addition - Classrooms (second & third floor)                            | 1993              | 5,144              |        |
|   | Addition - gymnasium, media center, classrooms                          | 85,281            | 2013               | 34,896 |
|   | Piedmont Elementary School, 2827 Chambersburg Avenue                    | 83,227            | 2011               | 83,227 |
|   | Lester Park Elementary School, 5300 Glenwood Avenue                     | 76,776            | 2011               | 76,776 |
|   | Stowe Elementary School, 715 - 101st Avenue West                        | 1992              | 72,149             |        |
|   | Addition - entrance (old Stowe demolished 1984)                         | 1994              | 1,060              |        |
|   | Compost Building 20' x 24'  | 73,644            | 1996               | 435    |
|   | Congdon Park Elementary School, 3116 East Superior Street               | 1929              | 27,055             |        |
| Addition - classrooms, office                     | 1964  | 4,952             |                    |        |
| Addition - classrooms, food service, media center | 1987  | 27,531            |                    |        |
| Addition - gymnasium, classroom                   | 70,799  | 2013              | 11,261             |        |
| <b>ENGINEER 1</b>                                 | Homecroft Elementary School, 4784 Howard Gnesen Road                    | 1952              | 32,459             |        |
|   | Addition - bus garage (classrooms)                                      | 1956              | 2,158              |        |
|   | Addition - classrooms   | 1963              | 4,145              |        |
|   | Addition - media center   | 2005              | 2,753              |        |
|   | Addition - classrooms   | 51,903            | 2009               | 10,388 |
|   | Lakewood Elementary School, 5207 North Tischer Road                     | 1992              | 46,274             |        |
|   | Pump House Building 12' x 16'   | 46,411            | 2008               | 137    |
|   | Rockridge Academy, 4849 Ivanhoe Street                                  | 1985              | 17,060             |        |
| Addition - classrooms                             | 27,924  | 1992              | 10,664             |        |
| <i>Total Square Feet</i>                          |   |                   | <b>1,847,241</b>   |        |

**SCHEDULE A, B, C  
Effective 7/1/2020**

| <b>Pay Group</b> | <b>Classification</b>   | <b>STEP A Hour</b> | <b>STEP B Hour</b> | <b>STEP C Hour</b> |
|------------------|---|--------------------|--------------------|--------------------|
| <b>1</b>         | Bus Helper*   | 12.75              | 13.28              | 13.54              |
| <b>2</b>         | School Bus Driver II*   | 16.28              | 16.78              | 17.01              |
| <b>3</b>         | Custodian I   | 13.02              | 13.47              | 13.72              |
| <b>3a</b>        | Custodian II  | 13.17              | 13.62              | 13.87              |
| <b>3b</b>        | Custodian III   | 13.32              | 13.77              | 14.02              |
| <b>4</b>         | Stock Clerk   | 13.32              | 13.82              | 14.06              |
| <b>5</b>         | Bus Attendant<br>Transportation Coder   | 17.53              | 18.03              | 18.25              |
| <b>5a</b>        | Second Shift Engineer I   | 17.40              | 17.89              | 18.11              |
| <b>7</b>         | Pool Custodian**  | 18.21              | 18.67              | 18.90              |
| <b>8</b>         | Utilityperson I   | 18.36              | 18.83              | 19.07              |
| <b>9</b>         | Fireperson I<br>Storeroom Truck Driver  | 18.76              | 19.29              | 19.50              |
| <b>10</b>        | School Bus Driver<br>Telecommunications & Video Production Facilitator  | 19.08              | 19.57              | 19.83              |
| <b>11</b>        | AV Production Technician<br>Receiving & Distribution Clerk  | 19.58              | 20.37              | 20.61              |
| <b>12</b>        | Second Shift Engineer II  | 20.05              | 20.52              | 20.77              |
| <b>13</b>        | Assistant Printer<br>Tune-up Mechanic   | 20.89              | 21.34              | 21.57              |
| <b>13a</b>       | Utilityperson II  | 22.42              | 22.89              | 23.16              |
| <b>14</b>        | Engineer I  | 22.66              | 23.16              | 23.39              |
| <b>15</b>        | Engineer II<br>Storekeeper/AV Supplies & Equipment  | 23.91              | 24.38              | 24.65              |
| <b>16</b>        | Auto Mechanic<br>Carpenter<br>Draftsperson<br>Electrician<br>Graphic Designer<br>Painter<br>Pipe Fitter Welder<br>Plumber<br>Printer Operator<br>Sheet Metal Person<br>Storekeeper<br>Systems Maintenance Technology Person | 24.48              | 24.96              | 25.21              |
| <b>17</b>        | Engineer III<br>Printer Operator<br>Route Coordinator/Trainer   | 24.67              | 25.19              | 25.43              |
| <b>17a</b>       | Engineer III + pool   | 24.93              | 25.46              | 25.69              |
| <b>18</b>        | Heating/Ventilation & School Equipment Maintenance Mechanic<br>Print Shop Coordinator/Printer   | 25.48              | 25.95              | 26.18              |
| <b>19</b>        | Engineer IV<br>Master Electrician<br>Master Plumber   | 25.61              | 26.09              | 26.32              |

\* Pay Groups 1 and 2: Specifics on terms and conditions of employment for these classifications are contained in Articles 30 and 31.  
 Step A - Beginning rate  
 Step B - Effective at end of probationary period  
 Step C - Effective upon completion of eight (8) years full-time continuous service.  
 Employees who are promoted and have completed eight (8) years full-time continuous will be placed at Step C of the new classification during the probationary period. Wages shall be paid bi-weekly two (2) weeks behind pay schedule.