

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**INDEPENDENT SCHOOL DISTRICT NO. 709**  
**DULUTH, MINNESOTA**

**And**

**NON-CERTIFIED BUSINESS DIVISION**  
**ADMINISTRATORS' ASSOCIATION**

**EFFECTIVE DATES**

**July 1, 2021,**  
**To**  
**June 30, 2023**

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**Independent School District No. 709  
Duluth, Minnesota**

**And**

**Non-Certified Business Division Administrators' Association**

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# COLLECTIVE BARGAINING AGREEMENT

Between

**Independent School District No. 709  
Duluth, Minnesota**

And

**Non-Certified Business Division Administrators' Association**

**THIS AGREEMENT**, entered into this , by and between the Non-Certified Business Division Administrators' Association, hereinafter referred to as the "**Association**", and Independent School District No. 709, St. Louis County, Minnesota, a public corporation, hereinafter referred to as "**School District**", and relating to terms and conditions of employment, including the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of employees. Now, therefore, in consideration of the mutual promises and agreements between the parties contained herein, the parties agree as follows:

## ARTICLE 1

### Recognition

The School District formally recognizes the Non-Certified Business Division Administrators' Association as the exclusive bargaining representative for all business administrators of Independent School District No. 709, Duluth, Minnesota, who are employed for more than fourteen (14) hours per week and more than sixty-seven (67) work days per year, excluding confidential and all other employees. The Association shall be the duly authorized representative of said employees with respect to rates of pay, wages, hours and other conditions of employment and shall have the rights granted to it by the applicable laws of the State of Minnesota. It is agreed that the School District will not bargain individually or collectively in regard to any matter affecting conditions of employment of said employees, or affecting the role of the Association as the exclusive bargaining representative, with any other organization or person except as required by law.

## ARTICLE 2

### School District And Association Rights

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

**2.2 – Job Advertisement/New Or Changed Positions** - When a vacancy occurs in a position in the District, which falls within the appropriate bargaining unit, notice of such vacancy will be emailed to the President of the Association. The position will be posted on the School District's website for a period seven (7) calendar days. In addition, Human Resources will notify employees on a weekly basis of all new job postings via email.

(a) The salary for all newly created positions, which would be within the appropriate bargaining unit, will be mutually agreed upon between the School District and the exclusive representative. The School District shall notify the President of the Association in writing as soon as practical of any such new position and the number of weeks to be worked. Representatives of the School District and the exclusive representatives shall meet and through use of available information from studies relating to pay equity, attempt to reach agreement on a pay schedule for the position. Should the School District and the exclusive representative be unable to agree on the appropriate salary of any such newly created position within ten (10) days of notification by the School District to the President of the Association, the School District shall determine the salary and the exclusive representative may then grieve such salary under Article 7 of this Agreement including binding arbitration.



In the event the District significantly increases the responsibility of a position in the unit, the following procedure will be followed:

**Level 1:** An employee who believes that his/her assigned job responsibilities have significantly increased to warrant a higher classification shall make a written request for such consideration to the Level 1 Review Committee including unit members appointed by the Union as well as a District-designated resource person(s). This committee shall review the request and make a written recommendation of their decision to the Human Resources Department designee within fifteen (15) working days for Level II review, with copies to be sent to the Union and the employee who submitted the request.

**Level 2:** The Human Resources Department designee shall meet with the Union and the chair of the Level I Review Committee within ten (10) working days following receipt of the committee's request to properly reclassify the position. The designee shall review the request pursuant to the District's job evaluation methodology and make a written decision within fifteen (15) working days with copies being sent to the exclusive bargaining unit president and the employee making the request and their supervisor;

If agreement cannot be reached at Level 2, a three (3) member committee will be formed with one member chosen by Superintendent of Schools, one member by the exclusive representative and the third member chosen by agreement. The committee shall convene and render a decision by twenty (20) working days following the agreement of the third party. The decision of the committee will be final and binding subject to Superintendent approval. However, should the Superintendent deny the decision, he/she may do so only on the basis of removing those duties found to qualify the position for reclassification.

**2.3 – Validity or Conformity To Law Clause** - If any provision of this Agreement is or shall at any time be contrary to law, including anti-discrimination law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law. The School District and the Association shall meet to negotiate an amended clause to replace any invalid provision.

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

**2.5 – Association Dues And “Fair Share” Fee** - Upon receipt from the Association of its membership list, the School District shall deduct from each employee in the bargaining unit who is a member of the Association, the monthly Association assessment of such employee and shall remit the same to the appropriate Association representative or its assignee as may be properly designated.

**2.6 – Matters Not Covered** - This Agreement represents the full and complete agreement 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 3**

#### **Salary Regulations**

**3.1 – Relationship To Teachers’ Agreement** - The current provisions of the teachers’ Agreement relative to salary deductions, paydays, physical examinations (if required), and direct deposit, unless specified different in this Agreement shall also apply to employees covered by this Agreement; except that all fifty-two (52) week employees to this Agreement shall be paid over twelve (12) months. Management reserves the right to set limits to the number of changes with appropriate notice given to membership.



**3.2 – Vacation** - With continuous, regular full-time employment with the School District in any bargaining unit, employees on a fifty-two (52) week contract shall receive a lump sum accrual on the first pay period in July as shown below.

<u>Period</u>	<u>Vacation Entitlement</u>
First Year	11 Days
After One Year	16 Days
After Four Years	20 Days
After Six Years	21 Days
After Seven Years	22 Days
After Eight Years	23 Days
After Nine Years	24 Days
After Ten Years	25 Days
After Fifteen Years	27 Days
After Twenty-Five Years	30 Days

However, any employee in the bargaining unit who is presently receiving a greater vacation period than herein provided shall continue to be entitled to such vacation period until he/she shall qualify for a greater vacation period under these provisions. Employees on less than a full-time year contract shall have vacation days as outlined in Article 3, Section 3.2.1.

**3.2.1** - Employees working less than fifty-two (52) weeks a year shall have the same vacation schedule as outlined in Article 3, Section 3.2 except that vacation pay shall be prorated in accordance with the number of weeks actually worked.

**3.2.2** - Employees working in positions calling for a fifty-two (52) week work year, may, with prior approval from the Superintendent or his/her designee, carry over one (1) week of vacation to be used the following year. Requests to carry over vacation in this regard must be made in writing prior to December 15 of the calendar year immediately preceding the calendar year in which the vacation time will be used.

**3.2.3** - Management will have the discretion to place new hires from outside the District on the vacation schedule by taking into consideration relevant employment experience.

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

**3.3 – Holidays** - All employees under this Agreement, who are on paid status by the District 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' Day, the third Monday in February
- Memorial Day, the last Monday in May
- Independence Day, July 4
- Labor Day, the first Monday in September
- Education Minnesota
- Thanksgiving Day, the fourth Thursday in November and the day after Thanksgiving
- Christmas Eve, December 24
- Christmas Day, December 25

Presidents' Day and Education Minnesota Friday shall be holidays, however, in the event of an emergency or any other reason requiring the conducting of school, the Superintendent has the option to declare such days as work days, in which case the employees shall receive an extra day(s) of vacation in lieu thereof, or another holiday at the discretion of the Superintendent.

Whenever New Year's Day or Independence Day fall on Saturday, the preceding day shall be a paid holiday instead; if on Sunday, the following day shall be a paid holiday instead. Whenever Christmas Eve and/or Christmas Day fall on Saturday and/or Sunday, the day(s) shall be a paid holiday on a weekday defined by the District.





**3.4 – Transfers** - Should an involuntary transfer become necessary, the employee and the Association shall be notified and be given reason in writing for such transfer. No loss of salary shall be suffered by an employee as a result of a transfer. Demotions shall not be considered a transfer.

**3.5 – Layoff Policy** - In the event of declining enrollments or administrative reorganization it is necessary to discontinue certain positions, employees shall be laid off in the inverse order in which they were employed by the School District in a supervisory position within the Unit. Period of service shall not be interrupted while an employee is on an approved leave of absence.

An employee laid off shall be entitled to bump into another supervisory position in the bargaining unit provided the employee being displaced has a shorter period of service and provided the employee desiring to bump into the position meets the minimum requirements for the position as established by the District either when the position was last advertised or, in the case of new or changed positions, through the new or revised job classification on file for the position.

An employee on layoff shall have re-employment rights to a supervisory position that becomes open if the employee meets the minimum qualification requirements as established by the District either when the position was last advertised or, in the case of new or changed positions, through the new or revised job classification on file for the position.

An employee having been laid off shall have re-employment rights for a period of two (2) years following layoff. Re-employment shall be in the inverse order of layoff provided, in all cases, the employee is qualified for the supervisory position for which re-employment is sought. An employee shall not be allowed to bump into a promotion.

**3.5.1 – Seniority** - Seniority shall be determined by the date of hire. Where two (2) or more employees with the same amount of seniority commenced their employment on the same day, the following shall apply in this order; the date of Board action, the date of acceptance, and the date of the oldest application.

**3.6 – Salaries** - The salaries of the employees covered by this Agreement are set forth in Appendix A and shall be considered a part of this Agreement.

Placement on an appropriate step of the salary schedule for employees selected from outside or from inside the unit will be determined by agreement between the individual and the School District. If placement is made at any step other than the top step, the employee shall advance one step on each July 1 thereafter unless the person was hired later than March 1<sup>st</sup> of the same year.

Part-time employees or employees working less than fifty-two (52) weeks a year shall have the same rate of pay as outlined in Appendix A, except that pay shall be prorated in accordance with the number of hours and/or weeks actually worked.

**3.7 – Overtime** - Employees requested and required to work overtime shall not receive overtime pay nor any additional amount other than that specified in Appendix A attached to this Agreement, except that any employee who is employed for less than fifty-two (52) weeks per year if required to work beyond their contracted time shall be paid at the same rate per week as provided in their regular salary.

**3.7.1 – Inclement Weather/Emergency Closing** – When the Administration building is closed due to inclement weather or emergencies, non-essential employees shall not report to work and shall be paid for the day. Employees who are required to report to work onsite as determined by departmental protocols, shall receive equivalent time off to be taken at an alternate time.

Employees who are unable to perform the essential functions of their position offsite and are required to report to work when the Administration building is closed or delayed due to inclement weather or emergency closure shall be granted the equivalent time off to be taken at an alternative time consistent with Article 3.7.2 Flexible time and with consideration of the needs of the department.

When schools are closed and the Administration building remains open, non-essential employees who elect not to report to work may use vacation, personal leave, leave without pay, or if approved to do so, may work from an alternate site remaining accessible, accountable and responsive in completing their daily obligations to the District.



When the Administration building opening is delayed due to weather or emergency, employees will report to work at the time the building is opened. Employees electing not to report to work will be required to use vacation leave, personal leave or leave without pay.

### **3.7.2- Flexible Time- Scheduled Work**

Employees should be assigned a reasonable work schedule. The District may approve an alternative work schedule for a unit, division or for individual members. Regardless of the schedule adopted, it is an expectation and performance metric that in the normal course employees are expected to work the hours necessary to complete assignments on a schedule that satisfies the requirements of the job and are required to work at least 80 hours per pay period. In the event that employees are scheduled special shifts in advance, or are scheduled to work outside their normal work schedule, employees will be allowed to flex any hours worked in excess of a normal workweek on an hour-for-hour basis, subject to work loads and scheduling requirements. The maximum number of hours allowed to be banked for flex purposes is 24 hours. Any hours over 24 will be paid to the employee at 1/40<sup>th</sup> of their weekly rate of pay with the next available payroll cycle after the maximum amount is reached.

### **3.7.3- Technology Department Unscheduled Work/Call Out**

In recognition of the unique needs, personnel and skills required to support the technology and communications infrastructure of the district, a call-out procedure has been developed and implemented as an operational protocol for the Technology group. This protocol is actively maintained in partnership with the members of the technology staff and the technology manager in order to provide ease of use, efficiency, support of critical infrastructure, and support for the technology staff for their expected on-call availability. The on-call protocol will be reviewed, at a minimum, on an annual basis in order to make sure the protocol is accomplishing the goals of preventing the disruption of critical technology and communications infrastructure outages. The protocol will be revised or discontinued by mutual consent of the technology manager and technology staff if deemed appropriate following annual reviews of the protocol. Unscheduled Work/Call Out compensation will be paid at 1/40<sup>th</sup> of their weekly rate of pay for the first eight (8) hours of unscheduled work and one and one-half (1½) times the employee's regular hourly rate of pay equivalent for any hours thereafter.

Call Out compensation would start:

- immediately after an expected maintenance time window has lapsed and where work must be finished in order to restore technology services to a normal working state, or
- as soon as a request from a manager/administrator has been made to restore a service outside of normal operating business hours.

Call Out compensation would stop:

- after being asked to stop work by manager/administrative staff,
- after work is complete, or
- after an outage has been reclassified by the manager as non-business impacting and being asked to reschedule work for a regular maintenance window.

Regular technology maintenance work that has to be done outside of regular business hours and places an individual over 40 hours per week will accrue 1:1 flex time as noted in 3.7.2 and maintained in partnership by the technology manager and members of the Technology Department.

### **3.7.4 – Operations and Maintenance Department On-Call Duties**

The term "on-call" is limited to a status in which an Employee, though outside regular business hours, is required by the Employer, to be available for duty. The Employee will receive clear advance notice that they will be "on-call". On-call may or may not be scheduled at the discretion of the Department Manager or their designee. A schedule of employees for On-call duty shall be agreed upon and established quarterly by the affected employees in coordination with the Manager of Facilities or their designee. The duty will commence at 7:30 a.m. on Monday of the assigned week and continue until 7:30 am of the following Monday. For weeks where Monday is considered a holiday, duty from the previous week will continue until 7:30 am of the following Tuesday. During this period, the employee will be scheduled to work their regular hours and, in addition, they shall remain on call and be immediately available for any emergency during all non-work hours of their call-out assignment. Employees who are on-call shall receive an annual stipend of \$2800, paid monthly.



**3.8 – Probation/Termination** - Any employee within the appropriate bargaining unit shall during the first year of consecutive employment in the unit and/or with the School District be in a probationary status during which time said employee may be discharged for any constitutionally permissible reason. Following said one (1) year of consecutive employment with the School District, said employee shall not be discharged, suspended or demoted (excluding demotions due to budgetary requirements) except for just cause. Notice of said discharge, suspension or demotion after the probationary period shall be given in writing to the employee with the reasons and causes stated therefore, and the employee, if not satisfied with the reasons given or causes stated, shall have the right to have his/her status reviewed within the time limits and pursuant to the provisions of Article 7, Grievance Procedure and Arbitration.

**3.8.1 Tort/Liability Protection** - The School District agrees, subject to the provisions of state statute, that it shall defend, hold harmless, and indemnify the member from any and all demands, claims, suites, actions, and legal proceedings brought against any member in his/her individual capacity, or in his/her official capacity as agent and employee of the School District, provided the incident arose while the member was acting within the scope of his/her employment and acting in good faith.

**3.9 – Definition Of Work Year** - The number of weeks to be worked is specified in the salary schedule as set forth in Appendix A.

## **ARTICLE 4**

### **Leaves of Absence**

**4.1 – Sick Leave** - Sick leave shall be accumulated at the rate of thirteen (13) days per year, accumulative to two-hundred twenty-three (223) days for fifty-two (52) week employees. Less than fifty-two (52) week employees shall be prorated according to this formula based on the number of weeks worked.

**4.1.1 – Sick Leave Bank** - Each August 1, the sick leave bank should be reviewed and one (1) day of sick leave shall be deducted from the yearly sick leave of each employee in the bargaining unit in order to maintain the accumulated total of days in the bank at approximately eight hundred (800) hours (100 days). No deduction should be made, however, from an individual unless a one (1) day deduction from each member of the unit brings the sick leave bank up to but not to exceed eight hundred (800) hours.

**4.2 – Professional Leave** - An employee covered by this contract may be granted leave to participate in a professional, patriotic or civic duty without loss of salary, provided such leave is approved by the Superintendent or his/her designated representative. Leaves of short duration (less than a week, but usually one (1) or two (2) days) will be provided to employees covered by this contract who are serving on commissions, state boards, etc., provided the leave is approved by the Superintendent or his/her designated representative. Stipends received for any professional leave granted without loss of salary will be given to the School District less necessary expenses incurred during the professional leave.

**4.3 – Death In Family** - Leave shall be granted to all persons covered by this Agreement to attend a funeral and related needs in their immediate family, according to the following allowances:

- (a) Three (3) days leave - when travel up to one hundred fifty (150) miles is required.
- (b) Five (5) days leave - when travel in excess of one hundred fifty (150) miles is required.

This leave shall be deducted from sick leave.

Family shall constitute members of the immediate family of an employee, spouse or registered domestic partner and for purposes of this Section, “***death in family***” shall include father, mother, brother, sister, husband, wife, child, grandparent, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, niece, nephew and grandchild. This shall also apply to foster relationships in the above listed categories. A “***registered domestic partner***” shall mean an individual who has been registered through the City of Duluth as a domestic partner of an employee of the District.

**4.4 – Personal Leave** - All employees within the bargaining unit may take one (1) non-cumulative personal leave day per year at a time approved by the employee’s supervisor and agreeable with the employee. The day will be deducted from the employee’s sick leave balance.



**4.5 – Military Leave** - Military leave of absence with pay will be granted and administered as required by Minnesota State Statute 192.26, Subd. 1. Where possible, all military leave with pay shall be taken while the employee is not working or under contract to perform services for the School District, and 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.

**4.6 – Leave Of Absence Without Pay** - At the discretion of the School Board, an employee may be granted, upon written request, a leave of absence without pay from the unit for up to one (1) year for purposes other than those enumerated, provided the employee, upon returning to the unit within the one (1) year period, does not displace any employee nor assumes a position in which he/she has no previous successful experience performing in the District or is not otherwise qualified to perform in the sole discretion of the departmental supervisor.

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

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

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

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

**4.8 – Family And Medical Leave Act** - Employees shall be eligible for leave in accordance with the District's Family and Medical Leave Act Policy, which policy shall be in compliance with the Family and Medical Leave Act.

**4.9 – Jury Duty** - When an employee is selected for jury duty, the Superintendent will be notified and if the Superintendent or his/her designee requests, the employee will make a personal request of the court for release from such duty. If that request is denied, the Superintendent will be notified. The employee will receive his/her regular contractual salary while on jury duty; however, jury pay, less expenses incurred in travel outside the School District, shall be surrendered to the School District.

## **ARTICLE 5**

### **Insurance**

**5.1 – Hospital And Medical Insurance** - The School District shall make available to each employee within this bargaining unit the same group health 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 the cost 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.

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





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

**5.3 – Life Insurance** - Group term life insurance in the face amount of \$50,000 will be provided for each employee of the unit at no cost to the employee. Optional supplemental group life and AD&D benefits in the amount of \$100,000 can be purchased in \$10,000 increments and dependent life insurance will be made available at the employee's cost.

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

## **ARTICLE 6**

### **Travel**

**6.1 – Employee Travel** - Reimbursement will be made by the School District for authorized employee travel as follows:

**6.1.1 – In-District Travel** - 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. The mileage rate paid shall be established by Board policy.

**6.1.2 – Out-Of-District Travel** - Hotels, and registration at actual cost, commercial transportation when used, at actual cost. Private automobiles, when authorized and used shall be paid mileage allowance at the District policy level allowance in force at the time. Meals shall be reimbursed not to exceed the amount specified by District Policy #4133.

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

## **ARTICLE 7**

### **Grievance Procedure And Arbitration**

#### **7.1 - Definitions**

**7.1.1** - A "***grievance***" is an action instituted under this Article by an aggrieved employee of the Association 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.

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

**7.1.3** - The term "***days***" when used in this grievance procedure shall refer to calendar days, except that when the last day for doing any act under this grievance procedure falls on a Saturday, Sunday, or legal holiday, the next calendar day which is not a Saturday, Sunday, or legal holiday shall be the last day for doing that which is required or is to be done under the terms of this procedure.



**7.2 – Representation Rights** - The aggrieved employee reserves the right to be represented by a representative of his/her choice, including an Association representative, at all steps of this grievance procedure, but the employee must be present at all meetings or hearings except that the Association shall be his/her designated representative in binding arbitration. The Association shall be notified and a representative of the Association may be present and express his/her views at all steps of this grievance procedure.

**7.3 – Procedures** - Step I. The aggrieved employee shall present his or her grievance in writing to the Human Resources Manager or his/her designee within twenty (20) 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 violation, misapplication, or misinterpretation of the terms of this Agreement. The written grievance shall state the nature and date of the violation to the best of the employee's knowledge, the Article or Sections of this Agreement alleged to have been violated, misapplied, or misinterpreted and the relief or action sought by the aggrieved employee. The Human Resources Manager or his/her designee shall set a hearing date within ten (10) days of the filing of the grievance with the Human Resources Manager or his/her designee and notify the aggrieved employee, his/her designated representative, and the Association. A decision in writing by the Human Resources Manager or his/her designee shall be rendered within ten (10) days of the hearing and communicated to the aggrieved employee and the Association.

**7.4 – Arbitration** - The Association, through its appropriate officers, may appeal within thirty (30) days of the communication of the written decision of the Superintendent of Schools or his/her designee, or if no decision has been made, then within forty (40) days of the Step I hearing. Such appeal shall be in writing and filed with the Superintendent of Schools. The Superintendent of Schools shall immediately make written request to the Director of the State Mediation Bureau for a list of five (5) arbitrators appointed pursuant to Minnesota Statutes Section 179A.16, Subd. 4. Upon receipt of such list and within five (5) days thereafter, the Association 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 Association can agree on the use of one (1) of the arbitrators from the list. The remaining arbitrator shall be immediately notified of such selection and shall proceed to hearing of the grievance and decision within thirty (30) days of the hearing. His/her written decision shall state the facts and Articles of the Agreement on which his/her decision relies, shall include his/her conclusions and the relief to be given, if any, and shall be final and binding on the Association and School District.

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

### **7.5 – Miscellaneous Provisions**

**7.5.1** - The Association may file a group grievance on behalf of several employees of the bargaining unit at Step I of this procedure if the act, event or default of the School District, School Board, its employees, agents or contractors is alleged to have violated, misapplied, or misinterpreted this Agreement so as to directly affect at least five (5) employees in the bargaining unit on the same or similar issues under a Article or Articles of this Agreement. The grievance shall be filed in like manner and within the time limits provided under Step I of this procedure. Likewise, the Superintendent of Schools or his/her designee may join for hearing separate grievances by employees involving the same or similar issues under a Article or Articles of this Agreement and shall notify the Association and employees.

**7.5.2** - The time limits specified herein may be waived or extended by mutual agreement of the parties, and notice to the Association if not a party, but such waiver or extension shall be in writing and signed by the parties. Failure of the Superintendent or his/her designee to render a decision within the time permitted herein



shall be considered a denial of the grievance and permit the aggrieved employee or the Association 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.

**7.5.3** – 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.

**7.5.4** - Failure at any step of this grievance procedure to initiate or appeal a grievance within the time limits provided herein shall constitute a waiver of the grievance, but such waiver shall not bind the Association where the Association is not a party. In the case of an event, act or default which is of a continuing nature, the employee and Association shall waive their rights to any retroactive relief for any period during which the grievance has not been filed within the time limits specified within this grievance procedure.

**7.5.5** - All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the aggrieved employee.

**7.5.6** - All hearings at Step I shall be held during non-working hours of the aggrieved employee or employees, if possible; but in the event it is desired by the Human Resources Manager or his/her designee to hold the hearing during work hours of the aggrieved employee or employees, such employee or employees and the Association representative shall be given time off without loss of pay to attend such hearing. The Human Resources Manager shall first authorize any hearings at Step I during working hours.

**7.5.7** - Any decision, which is mailed, shall be presumed to be communicated within three (3) days of mailing, and the filing or service of any appeal shall be considered timely if mailed and bearing a dated postmark of the United States mail within the time period specified in this procedure.

## **ARTICLE 8**

### **Health Care Savings Plan**

**8.1** - To be eligible to receive contributions to the Health Care Savings Plan, an employee must be immediately eligible for a Minnesota pension plan at the time of their retirement.

**8.2** - An eligible employee, upon retirement, shall receive credit for 2.5 days times the number of years of service to the School District or on Board approved leave of absence.

**8.3** - The number of unused current and accumulated sick leave days (up to a maximum of 210 days) of an eligible employee shall be added to the number determined in paragraph 8.2 above.

At the time the Teachers' Bargaining Union negotiates a 403(b) severance plan, the bargaining unit as a whole has the option of reviewing and accepting the plan.

**8.4** - Payment of a Health Care Savings Plan shall be determined by multiplying the days as calculated above by the employee's daily rate of pay. In no event shall the number of days pay exceed one hundred (100). The daily rate of pay (the weekly rate plus longevity as set forth in Appendix A divided by five) shall be the basic daily rate at the time of retirement (or if retirement occurs after service to the District ceases, the basic daily rate shall be the rate when actual service ceases) not including other compensation.

**8.5** - Up to one-hundred (100) days of accumulated sick leave multiplied by the daily rate of pay (DRP) as determined in Article 8, Section 8.4, shall be contributed to a Health Care Savings Plan.

**8.6** - The dollar amount for unused sick leave beyond one-hundred (100) days will be discounted by 3.5%.

**8.7** - Benefits shall be contributed to a Health Care Savings Plan at the time of separation.

**8.8** - Employees discharged for just cause, as set forth in Article 3, Section 3.8 shall not be eligible for severance pay.



**8.9** - The employee must give written notice of retirement to the Human Resources Manager three (3) months prior to retirement except in cases of emergency involving serious illness or other justifiable cause, an employee may retire after such time limits with the approval of the Superintendent and may receive severance pay.

**ARTICLE 9**

**No Strike Clause**

The Non-Certified Business Division Administrators' Association and the employees covered under this Agreement agree that they will not call, engage in, or sanction any strike, stoppage of work or other concerted refusal to perform services during the term of this Agreement. In no event will the compensation for a fifty-two (52) week employee covered by this Agreement be halted or suspended due to strike or work stoppage by other District employees, unless an employee shall refuse or fail to perform work for the School District during the period of strike or work stoppage. Less than fifty-two (52) week employees shall not suffer a loss of pay as a result of layoff due to strike except under the conditions outlined above, but may be required to make up the time required by their contract.

**ARTICLE 10**

**Term of Agreement**

This Agreement shall be effective July 1, 2021, except as otherwise provided herein, and the term of this Agreement shall be from July 1, 2021 to June 30, 2023 inclusive, except as otherwise provided herein, and thereafter until a new Collective Bargaining Agreement is negotiated and executed between the parties or bargaining rights are terminated by law for this bargaining unit.

Except by mutual agreement of the two (2) parties not more than one-hundred twenty (120) days and not less than ninety (90) days prior to June 30, 2021, both parties shall present their proposals for changes in the Agreement and commence negotiations for a new Agreement.


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

Dated at Duluth, Minnesota this, 2022.

THE NON-CERTIFIED BUSINESS DIVISION  
ADMINISTRATORS' ASSOCIATION,  
DULUTH, MN

INDEPENDENT SCHOOL DISTRICT  
NO 709

By:  \_\_\_\_\_  
Union President

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

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





**ADDENDUM**

**Letter of Intent**

May 5, 2004

Independent School District No. 709 intends to review the revised Fair Labor Standards Act (FLSA) to ensure that we comply. We will share the results of the FLSA audit of the Technology Department with individuals designated by the Non-Certified Business Division Administrators' Association.



APPENDIX A  
NON-CERTIFIED BUSINESS ADMINISTRATORS' ASSOCIATION  
WEEKLY SALARY SCHEDULE 2021-2023

CLASS	YEARS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	
I	2021-2022	764	780	797	815	831	857	
	2022-2023	781	798	815	833	850	876	
	<i>Help Desk Technician</i>					52 Weeks		
II	2021-2022	907	927	948	968	989	1019	
	2022-2023	927	948	969	990	1011	1042	
	<i>Buyer</i>					52 Weeks		
III	2021-2022	969	991	1012	1035	1056	1089	
	2022-2023	991	1013	1035	1058	1080	1114	
	<i>Accountant I</i>					52 Weeks		
	<i>Early Childhood Business Manager</i>					52 Weeks		
	<i>Field Support Technician</i>					42 Weeks		
	<i>Field Support Technician</i>					52 Weeks		
	<i>Food Service Technician</i>					52 Weeks		
	<i>Food Service Site Supervisor</i>					52 Weeks		
<i>Digital Innovation Specialist</i>					52 Weeks			
IV	2021-2022	1048	1072	1095	1119	1142	1178	
	2022-2023	1072	1096	1120	1144	1168	1205	
V	2021-2022	1052	1077	1100	1124	1147	1183	
	2022-2023	1076	1101	1125	1149	1173	1210	
	<i>Senior Buyer</i>					52 Weeks		
VI	2021-2022	1083	1106	1131	1155	1180	1216	
	2022-2023	1107	1131	1156	1181	1207	1243	
	<i>Business Services Liaison</i>					52 Weeks		
<i>Coordinator of Health, Safety &amp; Environmental Management</i>					52 Weeks			
VII	2021-2022	1099	1124	1148	1174	1197	1235	
	2022-2023	1124	1149	1174	1200	1224	1263	
	<i>Accountant II</i>					52 Weeks		
	<i>Assistant Supervisor Maintenance &amp; Construction</i>					52 Weeks		
	<i>Assistant Supervisor Transportation</i>					52 Weeks		
	<i>Building Systems Technology Coordinator</i>					52 Weeks		
	<i>Food Service Area Field Supervisor</i>					52 Weeks		
	<i>Grants Coordinator</i>					52 Weeks		
	<i>Special Services Business Manager</i>					52 Weeks		
	<i>System Specialist/Desktop I</i>					52 Weeks		
<i>Technology Supervisor</i>					52 Weeks			
VIII	2021-2022	1269	1298	1325	1355	1383	1425	
	2022-2023	1298	1327	1355	1385	1414	1457	
	<i>Business Process Systems Analyst</i>					52 Weeks		
	<i>Google Workspace Administrator</i>					52 Weeks		
	<i>Network Engineer I</i>					52 Weeks		
	<i>Supervisor Building Operations</i>					52 Weeks		
	<i>Supervisor Purchasing</i>					52 Weeks		
	<i>System Specialist/Desktop II</i>					52 Weeks		
	<i>System Specialist/Network I</i>					52 Weeks		
	<i>System Specialist/Security</i>					52 Weeks		
IX	2021-2022	1355	1385	1415	1446	1475	1521	
	2022-2023	1385	1416	1447	1479	1508	1555	
	<i>Network Engineer II</i>					52 Weeks		
	<i>Supervisor Maintenance &amp; Construction</i>					52 Weeks		
	<i>Supervisor Transportation</i>					52 Weeks		
<i>Systems Specialist/Network II</i>					52 Weeks			
Persons with more than the below noted years of continuous full time service with the School District on or before December 1 shall receive an additional annual longevity payment, paid monthly, which shall be in addition to the amount set forth in the above salary schedule for such persons except that such payment shall remain constant and not be compounded in future salary adjustments.								
8 years	\$800							
15 years	\$1,200							
20 years	\$1,800							
25 years	\$2,200							
Step 1 through Step 5 respectively of the salary grid shall be 89-91-93-95 and 97% of Step 6.								



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

This Memorandum of Understanding (“MOU”) is entered into by and between Independent School District No. 709, Duluth (“District”) and the Non-Certified Business Administrator’s Association (NCBAA) (“Union”).

WHEREAS, the Union and the District are parties to a collective bargaining agreement (“CBA”) governing the negotiated terms and conditions of employment for non-certified business administrators employed in positions within the NCBAA bargaining unit;

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

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

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

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

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

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



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

For *Matthew Swann*  
**Independent School District No. 709**

For *John M. [unclear]*  
**Non-Certified Business Admin Association**

Dated: *6/30/2022*

Dated: *July 2022*



