

**COLLECTIVE  
BARGAINING  
AGREEMENT**

**Between**

**Executive  
Employees  
Association**

**And**

**Independent  
School District No.  
709 St. Louis  
County, Minnesota**

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**THIS AGREEMENT**, entered into, by and between the Executive Employees 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 hours of employment, the compensation therefore including fringe benefits, and the employer's personnel policies affecting the working conditions of the employees.

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

## **ARTICLE I**

### **Recognition**

The School District formally recognizes the Executive Employees Association as the exclusive bargaining representative for all confidential employees employed by Independent School District No. 709, Duluth, Minnesota, who are employed for more than fourteen (14) hours per week and more than sixty-seven (67) consecutive work days per year, excluding the Superintendent, Executive Directors, elected officials, 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 II**

### **Grievance Procedure**

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

1. The School District shall be a party to all grievances and may be represented by its designated representative and/or legal counsel. 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.
2. 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 aggrieved employee must be present at all meetings or hearings. The Association, however, shall be the official representative in binding arbitration.

**Step I – Informal Review** - If an employee has a grievance, the employee should discuss the problem with his/her supervisor within twenty (20) workdays of its occurrence or from the time the employee first knew of it or should have known. In the event that the employee's immediate supervisor is the Superintendent, the grievance process shall begin at Step II.

**Step II - Formal Review** - In the event that an employee believes that his/her grievance has not been satisfactorily resolved informally, the aggrieved employee may appeal to the Superintendent or his/her

designee for a hearing. The aggrieved employee shall present his/her grievance in writing to the Superintendent within twenty (20) working days of the conclusion of the informal review. The Superintendent shall set a hearing date within ten (10) working days of the filing of the written grievance and notify the employee and the Association. A decision in writing by the Superintendent shall be rendered within ten (10) working days of the hearing and communicated to the employee and the Association. Time limits may be extended by mutual written consent of the Association and the Superintendent.

### **Step III – Optional Mediation Step**

1. If the grievance has not been satisfactorily resolved at Step II, either the Association or the School District may, within ten (10) calendar days, request mediation. If the parties agree that the grievance is suitable for mediation, the parties shall submit a joint request to the Minnesota Bureau of Mediation Services for the assignment of a mediator. Grievance mediation shall be completed within thirty (30) days of the assignment.
2. Grievance mediation is an optional and voluntary part of the grievance resolution process. It is a supplement to, not a substitute for, grievance arbitration. When grievance mediation is invoked, the contractual time limit for moving the grievance to arbitration shall be delayed for the period of mediation.
3. The grievance mediation process shall be informal. Rules of evidence shall not apply, and no record shall be made of the proceeding. Both sides shall be provided ample opportunity to present the evidence and argument to support their case. The mediator may meet with the parties in joint session or in separate caucuses.
4. At the request of both parties, the mediator may issue an oral recommendation for settlement. Either party may request that the mediator assess how an arbitrator might rule in this case.
5. The grievant shall be present at the grievance mediation proceeding. If the grievance is resolved, the grievant shall sign a statement agreeing to accept the outcome. Unless the parties agree otherwise, the outcome shall not be precedential.
6. If the grievance is not resolved and is subsequently moved to arbitration, such proceeding shall be de novo. Nothing said or done by the parties or the mediator during grievance mediation with respect to their positions concerning resolution or offers of settlement may be used or referred to during arbitration.

**Step IV- Arbitration** - The Association may appeal within thirty (30) working days of the communication of the written decision of the Superintendent or his/her designee, or if no decision has been made, then within forty (40) working days of the Step II hearing. In this event, the Superintendent of Schools or his/her designee 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 179.72, Subd. 5.

## **ARTICLE III**

### **School District & Association Rights**

**Section 3.1 – Job Postings/Advertisement** - When a vacancy occurs in a position in the School District, which falls within the Executive Employees Association, the Human Resources Department will send a notice of such vacancy to the President of the Association. Newly created positions, which appropriately belong in the Executive Employees Association, shall be assigned a salary range through written agreement between the School District and the Association. In the event no agreement can be reached in a meet and confer session regarding the salary or salary range for the new position, the School Board may unilaterally set the salary and define the length of the work year. The Association may appeal such a decision under the grievance procedure of this Agreement.

**Section 3.2 – New Employees, Promotions & Step Increases** - If a replacement is hired for a position within the Executive Employees Association, the salary for this person may be determined by the School District and its management on any step within the appropriate pay range, provided that no additional responsibilities are put on the remaining Executive Employees Association employees as a result of the change in personnel. Should additional responsibilities result; the School District shall meet with the Executive Employees Association unit representatives to determine proper compensation.

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. Hourly payout shall be based on a rate of 1/40th the employee's weekly rate of pay.

When an employee is promoted to a higher position, his/her salary shall be increased to that salary in the new pay range which is next over the salary he/she was receiving prior to promotion. The effective date of this reclassification and corresponding salary increase shall be the date the reclassification request was received by Human Resources. Thereafter, the employee shall advance one (1) step in the new pay range each July 1.

All employees will receive step increases on July 1. No full-time employee in the bargaining unit shall be paid less than the salary provided at Step 1.

**Section 3.3 – 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 laws, 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.

**Section 3.4 - 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 this Agreement shall continue in effect.

**Section 3.5 - 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 thereof 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.

**Section 3.6 – Management Rights Clause**

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 Independent School District 709 will not lay-off or reduce in class bargaining unit members and replace them with a subcontractor.
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 II of this Agreement.

**ARTICLE IV**

**Terms & Regulations Of Employment**

**Section 4.1 – Vacation**

Each employee will be eligible for vacation according to the following schedule:

0-10 Years of Service	20 Days
11-15	25 Days
16-20	27 Days
21+	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.

Vacation accrued will be prorated based on FTE and weeks worked. Employees who retire/resign or otherwise leave the

service of the School District will receive their vacation pro-rated from July 1 until their termination date.

Vacation shall not be cumulative except employees may, with prior approval from the Superintendent or his/her designee, carry over one (1) week of vacation to be used in the following year. 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. Employees may be paid out for any prior year vacation balances up to eighty (80) hours upon written request at the end of any calendar year (December 31). Hourly payout shall be based on a rate of 1/40th the employee's weekly rate of pay.

**Section 4.2– Holidays** All employees under this Agreement who are entitled to be paid for the work days immediately preceding and immediately following such holidays, shall receive the following as paid holidays:

New Year's Day,  
Martin Luther King Jr. Day,  
Presidents' Day,  
Memorial Day,  
Juneteenth,  
Independence Day,  
Labor Day,  
Convention Day Friday in October  
Thanksgiving Day,  
The day after Thanksgiving  
Christmas Eve Day,  
Christmas Day

**Section 4.3 – Salaries** - The salaries covered by this Agreement are set forth in Appendix A and shall be considered a part of this Agreement.

**Section 4.4 – School Closings** - When the Administration building is closed due to inclement weather or emergencies, employees shall not report to work and shall be paid for the day.

When all Duluth Public Schools are closed due to inclement weather or emergencies, and the Administration building remains open, employees shall be allowed to not report to work, using their available vacation, personal leave, sick leave in the event of no available vacation or personal leave, or leave without pay at their discretion and with consideration given to personal safety and the needs of the department. Employees also have the option of reporting to work or working remotely if approved by their supervisor.

**Section 4.5 – Reclassification** - In the event the District significantly increases the position responsibility of a position in the unit, the following procedures shall be followed:

**Level 1:** A person in the unit who believes that his/her assigned job responsibilities have increased to warrant reclassification 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 the employee or unit does not agree with the Level 2 decision, a three (3) member committee shall 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 shall be final and binding subject to the Superintendent's 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 in question for reclassification.

**Section 4.6 – Probation**

A. **Probationary Period.** Upon being initially employed with the School District or following promotion, employees in this unit shall be on probation for a period of six (6) months unless extended for a period of time not to exceed six (6) months. Persons laid off or demoted without fault on their part who have completed the probationary period and

who are reassigned to a position in the same pay range from which they were laid off or demoted shall not be required to serve a second probationary period. Layoff or demotion without fault on their part during their probationary period and who are reassigned to a position in the same pay range from which he/she was laid off or demoted, will be credited for the probationary time already served in the new appointment.

- B. **Rights Upon Discharge/Demotion** - The Supervisor may, during the probationary period, discharge or demote an administrative employee for any cause, as the Supervisor shall see fit. Any administrative probationer rejected on probation shall be considered permanently separated from employment with the School District.

**Section 4.7 – Layoff** - When it becomes necessary through lack of funds or for other cause, for which the employee is not at fault, to reduce the number of employees; temporary, provisional, and substitute employees shall be the first to be laid off. Then decreasing the number of employees shall be accomplished first by the employee in the affected position shall be permitted to bump the least senior employee in the same class. Thereafter, that employee may bump the least senior employee in the next occupied lower pay range. The bumping employee must have greater seniority and be qualified based on the minimum qualifications and is capable of satisfactorily performing the essential requirements of the position. Recall from layoff shall be in the reverse order of layoff.

**Section 4.8 – 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, suits, 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.

**Section 4.9 – Out Of Title Assignment** - When an employee is assigned additional duties from a higher classification within the bargaining unit for twenty (20) consecutive days or more during the year, the employee will be compensated at the higher classification rate on the twenty first (21<sup>st</sup>) day. Additional duties extending beyond six (6) months from assignment will be subject to the reclassification process outlined in Article IV, Section 4.8.

**Section 4.10 – Extended Coverage for Absent Employees** - In instances where an exempt employee is formally assigned and required to perform the core responsibilities of another absent employee, regardless of classification level, for a period exceeding twenty (20) consecutive workdays, temporary additional compensation will be provided.

Eligibility for this additional compensation commences on the twenty-first (21<sup>st</sup>) day of such assignment. However, when a formal assignment for such coverage is made with prior knowledge or confirmation that the leave will extend beyond twenty (20) consecutive workdays (e.g., confirmed medical leave), the employee will be retroactively compensated for all eligible days of coverage, starting from the first day of the formal assignment.

This supplemental payment will be calculated at 20% of the employee's standard imputed hourly rate (as generated by the payroll system) for their typical work week hours (e.g., 40 hours). This payment is intended to compensate for the significant increase in workload and assumption of additional responsibilities inherent in such extended coverage.

All such arrangements will be reviewed for continuation beyond three (3) months, or for reclassification if the scope of duties permanently changes, in accordance with Article IV, Section 4.8.

**Section 4.11 - Cell Phone Allowance.** The School District shall provide the Employee with a Cellular Phone Allowance. The School District shall provide the Employee with a monthly allowance of \$75.00 for use of the Employee's cellular phone. Alternatively, at the Employees' option, the Employee may be provided with a School District paid cellular phone if the Employee reimburses the School District \$10.00 monthly for personal use. The district will determine which positions are eligible by using the established District rubric.

## **ARTICLE V**

### **Insurance**

**Section 5.1 – Hospital And Medical Insurance** - 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 5.2 – Disability Income Insurance** - The School District will pay the cost of long-term disability insurance with coverage of two-thirds (2/3) of pay for employees and with the same limitation, eligibility requirements and qualifying requirements as are detailed in present insurance coverage.

**Section 5.3 – Group Term Life Insurance** - The School District shall provide basic life insurance of fifty thousand dollars (\$50,000.00) for each employee along with the AD & D benefits. Optional supplemental life insurance in units of ten thousand dollars (\$10,000.00) up to a maximum of one-hundred thousand dollars (\$100,000.00) and dependent life insurance will be offered at a cost to the employee provided that such insurance is available and all qualifications required by the insurer (including the necessary percent of participation) is complied with by those employees, whether within or without the bargaining unit, who would be eligible for the group life insurance presently in effect in the School District.

**Section 5.4 – Dental Insurance** - The School 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 in this bargaining unit and their dependents as are paid for employees in the teacher bargaining unit and their dependents.

**Section 5.5 – Election of Benefit Options** - Election of options may only be selected within the first thirty (30) days of employment or during the annual open enrollment period.

**Section 5.6 – Insurance Benefits For Early Retirees** - Employees meeting the eligibility requirements of Minnesota Statute §471.61, Subd. 2b shall be allowed to continue the group hospital and medical coverage by paying full regular premiums in advance to the School District. The employee may continue such coverage indefinitely, subject to the conditions and requirements of Minnesota Statute §471.61, subd. 2b.

**Section 5.7** - All employees under this Agreement must work .600FTE (24 hours) or more per week to qualify for any insurance benefits.

**Section 5.8** - In the event that the School District, either contractually or non-contractually, shall increase, extend or otherwise improve existing fringe benefits to the teachers of the District, inclusive, such benefits shall, on the same basis and in the same manner be increased, extended or improved to the employees covered by this Agreement.

For the purposes of this Agreement, fringe benefits shall include long-term disability insurance, liability insurance, legal, sabbatical leaves, physical exams, payroll deductions, but shall not include life insurance, wages, and salary on any basis. Any increases in such fringe benefits shall be reflected as a cost item(s) in any subsequent collective bargaining negotiations and settlement.

## **ARTICLE VI**

### **Travel**

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

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

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

## **ARTICLE VII**

### **Leaves Of Absence**

#### **Section 7.1 – Leaves Of Absence Without Pay**

- A. Leaves of absence without pay shall be granted upon written application to the Superintendent or his/her designee for the following reasons:
1. Military leaves of absence shall be granted to any employee who shall be inducted for military duty in any branch of the armed forces of the United States pursuant to the provisions of Minnesota Statutes, Section 192.261.
  2. Parental Leave: Up to six (6) months of unpaid parental leave shall be granted to a father or mother in conjunction with the birth or adoption of a child. However, if the employee requests, parental leave shall be granted to the end of the fiscal year. In order to be eligible for parental leave, the employee must request the parental leave in writing to the Superintendent or his/her designee 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.

- B. Upon termination of his/her leave of absence and return to the school system, the employee shall be placed at the same salary as he/she would have been had he/she been employed in the School District during such period if the leave was granted for any of the following purposes:
1. Military leave, provided that the requirements of Minnesota Statutes, Section 192.261 are complied with;
  2. Medical and parental leave of absence of less than ninety (90) working days in any school year;
  3. Exchange administrative and/or supervisory programs with schools in Minnesota or in other states, territories or countries.
- C. Any employee on leave of absence may, if he/she so elects, remain in the School District's hospitalization group, provided he/she pays all premiums monthly in advance to the School District.
- D. 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. Leaves without pay for more than thirty (30) days will not receive accrual credit on employee's seniority date, class date and longevity date.

**Section 7.2 – Personal Leave Day** - All employees within the bargaining unit may take two (2) non-cumulative personal leave day each year may be used for the purpose of attending personal matters, not involving union matters, and are not authorized in other leave provisions, is provided under the following guidelines:

1. A written request shall be submitted to the Superintendent or his/her designee or immediate supervisor at least five (5) days prior to the requested leave day.
2. In emergency situations, written requests may be submitted after the fact; however, it is understood that the employee will assume the responsibility in such an emergency of notifying the Superintendent or his/her designee or immediate supervisor at the earliest possible time.
3. Requests for other incidents involving special obligations, which cannot be scheduled on non-duty days, may be allowed by the Superintendent or his/her designee.

#### **Section 7.2 – Leaves Of Absence With Pay**

- A. **Military Leave** - Military leave of absence with pay shall be granted as required by law.
- B. **Professional Leave** - Employees may be excused for professional reasons without loss of pay provided permission is granted by the Superintendent or his/her designee. Such professional leave could include, but not be limited to, conferences, workshops, conventions, task force membership and committee membership relating to education appointed by local, state, and/or federal government.
- C. **Sick Leave**
1. Sick leave shall be accumulated at the rate of thirteen (13) days per year.
  2. **Cumulative Plan** - Unused sick leave shall accumulate to a maximum of two-hundred twenty three (230) days.
  3. Holidays, which occur during absence on account of personal illness, death in family or family leave, shall be compensated for and shall not be deducted from sick leave.
  4. **Sick Leave Bank** - A committee of three (3) members, two (2) appointed by the Unit and one (1) appointed by the Superintendent shall establish and govern a sick leave bank.
- D. **Death In Family Leave**
1. Up to five (5) days shall be granted in case of death within the immediate family of an employee as defined hereafter, but the employee may request and be granted two (2) additional days. All approved leave will be with full pay.

2. An employee may be absent up to an additional three (3) days on account of death in the immediate family if necessary for travel or in connection with legal or business matters involving the estate or burial of the deceased.
  3. Definition of **"family"** under death in family allowance shall constitute members of the immediate family of an employee or spouse or registered domestic partner and shall include father, mother, brother, sister, husband, wife, child, grandparent, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, niece and nephew. This shall also apply to foster relationships of the above listed categories. A **"registered domestic partner"** shall mean an individual who has been registered through the city of Duluth as a domestic partner of an employee of the District.
  4. Days of absence for death in family leave shall be charged against accumulated sick leave of the employee.
- E. **Jury Duty**
1. The employee will receive his/her regular contractual salary while on jury duty
- F. **School-Related Injuries** - An employee who is injured in the course of carrying out duties and responsibilities, as an employee of the School District shall be granted leave without loss of pay for a period not to exceed five (5) days. Leave granted due to injury shall not be deducted from the employee's accumulated sick leave.

If such an injury is the result of assault, leave without loss of pay shall be granted for a period not to exceed ten (10) days. Leave granted due to injury as a result of assault shall not be deducted from the employee's accumulated sick leave.

G. **Family Leave**

1. Eligible employees under this Agreement shall be allowed a maximum of twenty (20) sick leave days per year for absences due to a serious illness or injury in the immediate family requiring care or attendance of the employee, such allowance is to be charged against the current or accumulated sick leave. Such leave shall require the approval of the immediate supervisor of the employee.
2. **"Family"** shall constitute members of the immediate family of an employee, spouse or registered domestic partner and for purposes of this regulation shall include parent, stepparent, father-in-law, mother-in-law, sibling, spouse, adult child, grandparent and grandchild. This shall also apply to foster relationships of the above listed categories. A **"registered domestic partner"** shall mean an individual who has been registered through their County of residence as a domestic partner of an employee of the District.
3. In addition to the above, employees who work twenty (20) or more hours per week may use more than twenty (20) days sick leave for absences due to an illness of the employee's dependent child in accordance with Minnesota Statute §181.9413 (2013).

**Section 7.4 – Reinstatement:** Should a position be vacated for any of the leaves under section 7.1 or section 7.2, the person assuming such position in an acting capacity shall be reinstated in his/her former position and salary classification upon the return to the School District of the employee on leave. This position shall also apply to leaves with pay.

## **ARTICLE VIII**

### **Health Care Savings Plan (HCSP)**

- A. To be eligible to receive contributions to the Health Care Savings Plan (HCSP), an employee must be must have ten (10) years of total service to the School District and immediately eligible for a Minnesota pension plan at time of retirement from the School District..
- B. The daily rate of pay (DRP) shall be the basic daily rate at the time of termination (including longevity step) not including additional compensation for extracurricular, extended employment or other additional compensation.
- C. Determination of the HCSP:
1. The Benefit Payment for the First 100 Days shall be calculated by multiplying the unused current and accumulated sick leave days (up to a maximum of 100 days) times the daily rate of pay. In no event shall the days exceed one hundred (100) days.
  2. The Benefit Payment for the Remaining Days shall be calculated as outlined in steps 3 – 7 below.
  3. Upon retirement an employee shall receive 2.5 days times the number of years of service to the School District.
  4. 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 Section 3 above. This calculations shall be referred to as Sub-Total of Days.
  5. Total Days shall be the calculation of Sub-Total of Days times 110%.
  6. Total Credit Days shall be Total Days minus the first 100 days of current and accumulated sick leave days.
  7. The dollar amount of unused sick leave beyond one hundred (100) days will be discounted by 3.5%. Benefit Payment for Remaining Days shall be determined by multiplying the Total Credit Days as calculated above in #6 by the employee's DRP less the 3.5% discount amount.
  8. Payment of the HCSP shall be the Benefit Payment for the First 100 Days added to the Benefit Payment for the Remaining Days (after discount). Benefits shall be contributed to a HCSP at time of retirement.

9. The amount contributed to the employee's HCSP shall be determined by the following calculation:

**Benefit Payment for First 100 Days**

Current and Accumulated Sick Leave Days (up to a maximum of 100 days) X Employee's  
DRP  
= Benefit for First 100 Days

**Benefit Payment for Remaining Days**

Years of Service x 2.5 Multiplier  
+ Unused and Accumulated Sick Leave Days (up to a maximum of 210)  
= Sub Total of Days X 110%  
= Total Days  
- Days From Benefit Payment for First One Hundred (100) Days Calculation  
= Total Credit Days X DRP  
- 3.5% Discount  
= Benefit Payment for Remaining Days  
+ Benefit Total for First 100 Days  
= Total Payment to HCSP

- D. Employees discharged for cause shall not be eligible for benefits under the HCSP payable at retirement or the Addendum, if applicable.
- E. The employee must give written notice of termination of employment to the Superintendent or his/her designee three (3) months prior to termination, except in cases of emergency involving serious illness or other justifiable cause, an employee may terminate employment after such time limits with the approval of the Superintendent or his/her designee and may receive benefits under the HCSP.
- F. The member and dependents may continue with the School District policy by paying the premiums in advance to the School District.
- G. The Association will be granted access to a 403(b) match plan in accordance with the teacher's Agreement when such an agreement is reached.

**ARTICLE IX**

**Payroll Deductions**

The School District will deduct amounts from payroll for required purposes and, upon request, for those other purposes for which the School District has agreed to deduct for other employee groups.

Association dues of an amount determined by the EEA unit shall be deducted on the first pay period of each month for each employee. The pay frequency will be determined by the District.

**ARTICLE X**

**Paydays**

**Section 10.1 – Paydays** - All employees covered under this Agreement shall be paid every other Friday.

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

**Section 10.2 – Method Of Payment** - The employer may pay employees in the bargaining unit by depositing in such banks or credit unions, as the employee shall designate the net salary or wages owed to such employees. If the employee does not designate a bank or credit union, the School District will designate a bank or credit union for the employee.

**Section 10.3** - Paydays for returning employees who have been absent during the preceding school year or for new employees on the administrative salary schedule hired from outside the school system and who begin work prior to the beginning of the teachers' school year calendar shall begin on the first payday following at least one (1) week's work for the School District.

**ARTICLE XI**

**Personnel Files**

**Section 11.1** - An employee shall have the right to inspect and to obtain copies of all evaluations and files within the

School District and maintained at the Administrative Offices as provided for teachers by Minnesota Statutes, Section 122A.41, Subd. 15, and to submit for inclusion in the file written information in response to any such material.

**Section 11.2** - Identification or written authorization shall be required before access is given to any file.

**Section 11.3** - 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 that 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 11.4** - Official grievances filed by any employee under the grievance procedure shall not be placed in the personnel file of the employee, nor shall a grievance become a part of any other file or record utilized for personnel assignments, nor shall it be used in any recommendations for personnel assignment.

**Section 11.5** - All materials received for inclusion in a personnel file shall be stamped with a date received for filing.

**Section 11.6** - 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.

**Section 11.7** - 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.

## **ARTICLE XII**

### **No Strike Clause**

The Executive Employees 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 any employee covered by this Agreement be halted or suspended due to strike or work stoppage by other School District employees, unless an employee shall refuse or fail to perform work for the School District during the period of strike or work stoppage.

## **ARTICLE XIII**

### **Four Day Week**

In the event the School Board shall adopt a school calendar, which provides for a four (4) day week, which includes the members of this unit, members of this unit will adjust their annual work schedules accordingly without change in compensation.

**ARTICLE XIV**  
**Term Of Agreement**

This Agreement shall be effective July 1, 2025, except as otherwise provided herein, and the term of this Agreement shall be from July 1, 2025 to June 30, 2028, inclusive, except as otherwise provided herein, and thereafter until a new collective bargaining Agreement is negotiated and executed between the parties or when bargaining rights are terminated by law for this bargaining unit.

**Section 14.2** - Not more than one hundred twenty (120) days and not less than ninety (90) days prior to June 30, 2028, both parties shall present their proposals for changes in the Agreement and commence negotiations for a new Agreement.

**Section 14.3** - 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.

**EXECUTIVE EMPLOYEES ASSOCIATION**

By: Brett Mensing  
By: Danill Don Negotiations Co-Chairperson  
By: Patricia M. Payette Negotiations Co-Chairperson

**INDEPENDENT SCHOOL DISTRICT 709**

By: K. Eder President  
Chairperson, School Board  
By: Sarah Lixesell  
Clerk, School Board

**APPENDIX A**  
**Weekly Salary Schedule**  
**2025-2026 WAGES**

<b>Pay Range</b>	<b>Position</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
<b>1</b>	Human Resources Assistant Level B	877	908	938	972	1006	1041
<b>2</b>	Human Resources Assistant Level C, Employee Benefits Assistant	921	957	986	1021	1057	1094
<b>3</b>		967	1001	1035	1072	1109	1148
<b>4</b>	Human Resources Specialist	1002	1037	1087	1111	1149	1190
<b>5</b>	HR Exec Assistant, AS Exec Assistant	1025	1061	1097	1136	1176	1217
<b>6</b>	Executive Assistant to the Superintendent and School Board	1178	1213	1249	1286	1325	1365
<b>7</b>	Business Services Coordinator/Exec. Asst to CFO	1202	1257	1299	1347	1380	1465
<b>8</b>	HRIS Specialist	1220	1275	1332	1394	1455	1521
<b>9</b>	Benefits and Employee Engagement Coordinator, HRIS Supervisor	1288	1345	1406	1470	1536	1605
<b>10</b>		1359	1419	1484	1550	1620	1692
<b>11</b>	System Administrator/Database Program Specialist	1433	1497	1564	1635	1708	1784
<b>12</b>		1511	1579	1650	1724	1801	1883
<b>13</b>	Human Resources Manager, Food Service Supervisor	1602	1675	1751	1829	1912	1997
<b>14</b>	Transportation Manager, Network Architect/Administrator	1698	1775	1854	1938	2026	2117
<b>15</b>	Sr Human Resources Manager, Technology Manager	1799	1881	1966	2053	2147	2243
<b>16</b>	Finance Manager, Facilities Manager	1908	1993	2083	2177	2276	2379

**Longevity Award**

Those employees who have been employed full time for more than seven (7) years in a permanent position of the classified service of the School District shall be eligible to a longevity award as follows:

- 7-15 Years of Service \$1000 Per Year
- 16-20 Years of Service \$1500 Per Year
- 21-25 Years of Service \$2000 Per Year
- 25+ Years of Service \$2500 Per Year

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

## 2026-2027 WAGES

Pay Range	Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	Human Resources Assistant Level B	894	927	957	992	1026	1062
2	Human Resources Assistant Level C, Employee Benefits Assistant	939	976	1005	1041	1078	1116
3		987	1021	1056	1094	1131	1171
4	Human Resources Specialist	1022	1058	1108	1134	1172	1213
5	HR Exec Assistant, AS Exec Assistant	1045	1082	1119	1159	1200	1242
6	Executive Assistant to the Superintendent and School Board	1202	1238	1274	1312	1351	1392
7	Business Services Coordinator/Exec. Asst to CFO	1226	1282	1325	1374	1408	1494
8	HRIS Specialist	1244	1301	1358	1421	1484	1552
9	Benefits and Employee Engagement Coordinator, HRIS Supervisor	1313	1372	1434	1499	1566	1637
10		1386	1448	1514	1581	1653	1726
11	System Administrator/Database Program Specialist	1461	1527	1595	1667	1742	1820
12		1541	1611	1683	1759	1837	1920
13	Human Resources Manager, Food Service Supervisor	1634	1708	1786	1866	1950	2037
14	Transportation Manager, Network Architect/Administrator	1732	1810	1891	1977	2067	2159
15	Sr Human Resources Manager, Technology Manager	1835	1918	2006	2094	2189	2288
16	Finance Manager, Facilities Manager	1946	2033	2124	2221	2322	2427

### Longevity Award

Those employees who have been employed full time for more than seven (7) years in a permanent position of the classified service of the School District shall be eligible to a longevity award as follows:

7-15 Years of Service \$1000 Per Year

16-20 Years of Service \$1500 Per Year

21-25 Years of Service \$2000 Per Year

25+ Years of Service \$2500 Per Year

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

## 2027-2028 WAGES

Pay Range	Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	Human Resources Assistant Level B	912	945	976	1012	1047	1083
2	Human Resources Assistant Level C, Employee Benefits Assistant	958	996	1026	1062	1099	1138
3		1006	1042	1077	1116	1154	1195
4	Human Resources Specialist	1043	1079	1131	1156	1196	1238
5	HR Exec Assistant, AS Exec Assistant	1066	1104	1141	1182	1224	1267
6	Executive Assistant to the Superintendent and School Board	1226	1262	1300	1338	1378	1420
7	Business Services Coordinator/Exec. Asst to CFO	1251	1307	1351	1402	1436	1524
8	HRIS Specialist	1269	1327	1386	1450	1514	1583
9	Benefits and Employee Engagement Coordinator, HRIS Supervisor	1340	1400	1463	1529	1598	1670
10		1413	1477	1544	1613	1686	1761
11	System Administrator/Database Program Specialist	1491	1557	1627	1701	1777	1856
12		1572	1643	1717	1794	1874	1959
13	Human Resources Manager, Food Service Supervisor	1666	1742	1822	1903	1989	2078
14	Transportation Manager, Network Architect/Administrator	1767	1846	1929	2017	2108	2202
15	Sr Human Resources Manager, Technology Manager	1872	1957	2046	2136	2233	2334
16	Finance Manager, Facilities Manager	1985	2074	2167	2265	2368	2475

### Longevity Award

Those employees who have been employed full time for more than seven (7) years in a permanent position of the classified service of the School District shall be eligible to a longevity award as follows:

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- 16-20 Years of Service \$1500 Per Year
- 21-25 Years of Service \$2000 Per Year
- 25+ Years of Service \$2500 Per Year

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