

COLLECTIVE BARGAINING AGREEMENT
Between
Executive Employees Association
And
Independent School District No. 709
St. Louis County, Minnesota

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COLLECTIVE BARGAINING AGREEMENT

Between
Executive Employees Association

And

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

THIS AGREEMENT, entered into this 20th day of June 2021, 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 (Administrative & Clerical)

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 (Administrative & Clerical)

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 *denovo*. 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 & Step Increases (Clerical) - New employees shall be hired at Step 1 in the appropriate pay range, except that new employees with at least one (1) year appropriate experience outside School District employment may be hired at Step 2, and new employees with two (2) or more years of appropriate experience outside School District employment may be hired up to Step 3. Appropriate outside experience must be within the last five (5) years prior to employment with the School District. All employees will receive step increases on July 1 except those who have not yet completed their probationary period and except as otherwise provided in Section 4.7 of this Agreement. Probationary employees will receive step increases at the completion of the probationary period, and subsequent July

1st thereafter. 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 (Administrative & Clerical) - 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

A. **Administrative** - Each administrator will be eligible for vacation according to the following schedule:

First 6 Years of Service	20 Days
After 6 Years	21 Days
After 7 Years	22 Days
After 8 Years	23 Days
After 9 Years	24 Days
After 10 Years	25 Days
After 15 Years	27 Days
After 25 Years	30 Days

Vacation accrual will be prorated based on FTE and weeks worked. 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. Requests to carry over vacation must be made in writing to said Superintendent or his/her designee, with reasons for the request, prior to December 15th of the calendar year immediately preceding the calendar year in which the vacation time will be used. All vacation to which an employee is entitled as of July 1, must be taken and used by the employee within the following eighteen (18) consecutive months.

Administrators 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.

B. **Clerical** - Clerical employees shall be eligible for vacation with pay as follows:

First 6 Years of Service	10 Days
After 6 Years	15 Days
After 12 Years	20 Days
After 20 Years	25 Days

Vacation accrued will be prorated based on FTE and weeks worked. Clerical 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.

Section 4.2– Holidays (Administrative & Clerical) - 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, January 1
- Presidents' Day, the third Monday in February
- Memorial Day, the last Monday in May
- Independence Day, July 4
- Labor Day, the first Monday in September
- Convention Day in October
- Thanksgiving Day, the fourth Thursday in November and the day after Thanksgiving
- Christmas Eve Day, December 24
- Christmas Day, December 25

Section 4.3 – Overtime (Clerical) - Clerical employees covered under this Agreement required to work for the School District in excess of eight (8) hours per day or forty (40) hours per week shall be paid time and

one-half their regular hourly rate for all such hours of work in excess of eight (8) hours per day or in excess of forty (40) hours per week.

Section 4.4 – Salaries - The salaries of the administrators covered by this Agreement are set forth in Appendix A and shall be considered a part of this Agreement.

The salaries for the clerical employees covered by this Agreement are set forth in Appendix B and shall be considered a part of this Agreement.

Section 4.5 – Vacancy (Administrative) - If a replacement is hired for a position within the Executive Employees Association administrative section, 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 administrators 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.

Section 4.6 – School Closings (Administrative & Clerical) - When the Administration building is closed due to inclement weather or emergencies, administrative and clerical 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, administrative and clerical 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.

Section 4.7 – Promotions (Clerical) - When an employee is promoted to a higher position, his/her salary shall be increased to that salary in the new pay range which is next over the salary he/she was receiving prior to promotion and shall remain at that step until the beginning of the next full pay period following completion of six (6) months service, or the probationary period, in the position, whichever is later, at which time he/she shall advance one (1) step in the new pay range. Thereafter, the employee shall advance one (1) step in the new pay range each July 1.

All vacancies shall be posted on the District's website and employees allowed five (5) days in which to apply on such vacancies. Employees applying for the position must meet the minimum qualifications as determined by the Human Resources Department. Applications for vacancies shall be accepted from employees who are presently working, on lay-off or on the re-employment list and have completed the initial probationary period and using Unit seniority. Employees in their probationary period may apply with outside applicants. For each vacancy the District shall be entitled to interview up to four (4) qualified applicants. The District shall be entitled to interview outside applicants if there are not four (4) qualified applicants from within the bargaining unit.

Section 4.8 – Reclassification (Administrative & Clerical) - 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 Human Resources designee. The designee shall review the request pursuant to the District's job evaluation methodology and make a written decision within forty-five (45) working days with copies being sent to the exclusive bargaining unit president and the employee making the request and supervisor.

Level 2: If the employee or unit does not agree with the Level 1 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 4.9 – Probation (Administrative & Clerical)

- 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 (Clerical).** The Supervisor may, during the probationary period, discharge or demote a clerical employee for any cause, as the Supervisor shall see fit. Any clerical probationer rejected on probation shall be considered permanently separated from the position he/she has held, provided that an employee promoted to a clerical position and then rejected during the probation period shall have the right to assume the position from which he/she was promoted, if it is not occupied by a permanent employee, and that in case he/she is not restored to his/her former position, he/she shall be placed in the position in the same pay range held by the least senior person. If the affected clerical employee is the least senior person in the pay range, he/she shall be placed in the position held by the least senior employee in each successively lower pay range. If the affected clerical employee does not have sufficient seniority to bump into any lower pay ranges, his/her name shall be placed on the re-employment list for the pay range from which he/she was promoted and upon the re-employment list of all lower pay ranges.
- C. **Rights Upon Discharge/Demotion (Administrative).** 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 4.10 – Layoff (Clerical) - 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 4.11 – Tort/Liability Protection (Administrative & Clerical) - 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 4.12 – Out Of Title Assignment (Administrative & Clerical) - When an employee is assigned additional duties from a higher classification for twenty (20) consecutive days or more during the year, the employee will be compensated a negotiated stipend amount determined by Management and the Unit on the twenty first (21st) day. Additional duties extending beyond six (6) months from assignment will be subject to the reclassification process outlined in Article IV, Section 4.8.

ARTICLE V

Insurance (Administrative & Clerical)

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 administrators and for clerical 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 (Administrative & Clerical)

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

1. **In-District Travel** - At a mileage rate as determined by School Board Policy #3136R.

2. **Out-of-District Travel**- Hotel and registrations at actual cost. Commercial transportation, when used, at actual cost. Private automobiles, when authorized and used, above rate. Meals shall be reimbursed not to exceed the amount specified by Policy #3136R.

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

ARTICLE VII

Leaves Of Absence

Section 7.1 – Leaves Of Absence Without Pay (Administrative)

- 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 administrator 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 administrator 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.

- E. 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 (Administrative) - For administrators who have no more than two (2) weeks vacation, one (1) 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 administrator 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 7.3 – (Administrative) - Should a position be vacated for any of the above leaves, 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 administrator on leave. This position shall also apply to leaves with pay.

Section 7.4 – Leaves Of Absence With Pay (Administrative)

- A. **Military Leave** - Military leave of absence with pay shall be granted as required by law.
- B. **Professional Leave** - Administrators 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. Administrative 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 (223) 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 (Administrative & Clerical)** - 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. When an administrator is selected for jury duty, the Superintendent will be notified and that administrator will make a personal request of the court for release from such duty. If that request is denied, the Superintendent will be notified.
 2. The administrator will receive his/her regular contractual salary while on jury duty, with jury pay, less expenses incurred in travel outside the School District, surrendered to the School District.

- F. **School-Related Injuries** - An administrator 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 administrator'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 administrator'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, 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 the city of Duluth 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 7.5 – Leaves Of Absence With Pay (Clerical)

A. **Sick Leave**

1. Employees holding a position in the unit who have served at least six (6) months of the required probationary period shall be granted sick leave with full pay at the rate of accumulation of eighteen (18) days per year of active employment, accumulative to two-hundred and twenty eight (228) days, but may not be used during the first six (6) months of active employment with the School District. Sick leave will be prorated based on FTE and the number of weeks worked. To obtain approval for use of sick leave, employees must notify their supervisors as soon as possible, but no later than the time they are scheduled to report for duty, except when past practice has established an earlier notifying time. Employees will obtain prior approval for the purpose of medical, dental, optical examinations or treatments, except where emergency precluded prior notice and approval.
2. Former employees may have sick leave reinstated. A former employee in the unit, who has been rehired, within thirty (30) days after resignation, shall have his/her previously accumulated and unused balance of sick leave reinstated and placed to his/her credit.
3. The District shall require certification of sick leave. If an employee is absent from duty because of personal illness for more than (3) three consecutive days, or absent the day before and/or the day after a holiday because of personal illness, it will be necessary for him/her to file a certificate of illness from a reputable physician, osteopath, chiropractor, dental surgeon, or Christian Science Practitioner.

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

4. Two (2) non-accumulative personal leave day per school year may be used by persons in this unit for the purpose of attending to personal matters, not involving union affairs. Such a leave shall be deducted from annual or accumulated sick leave. All employees may use a personal leave day
5. An employee removed from the payroll because he/she has used all accumulated vacation and sick leave shall be considered to be on leave not to exceed one (1) year and shall be reinstated in his/her position upon filing with the Human Resources Department a certificate of physical fitness to perform

the duties of his/her position, signed by a doctor who shall be chosen and compensated by the School Board.

B. **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 the care or attendance of the employee, such allowance is to be charged against the current or accumulated sick leave. Such leave shall require the 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, 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 the city of Duluth 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).

C. **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. 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.
2. 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.
3. Days of absence for death in family shall be charged against accumulated sick leave of the employee.

D. **Jury Duty**

1. When an employee is selected for jury duty, the Superintendent or his/her designee will be notified.
2. The employee will receive his/her regular contractual salary while on jury duty, with jury pay, less expenses incurred in travel outside the School District, surrendered to the School District.

- E. **Professional Leave** – Employees may be excused for professional reasons without loss of pay, provided permission is granted by the Superintendent or his/her designee. Such professional leave could include, but not be limited to, conferences, workshops, conventions, task force membership and committee membership related to education appointed by local, state and/or federal government.

Section 7.6 – Leaves Of Absence Without Pay (Clerical)

A. **Special Leave Of Absence**

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

B. **Special Leave Of Absence (Parental)**

1. A parental leave of absence without pay of up to six (6) months duration shall be granted to all employees upon the acquisition of a child, either by birth or adoption.
2. **Termination Of Special Leave (Parental)** - Following childbirth or other termination of pregnancy, such female employee shall signify intent to return to work by notifying the District within the special (parental) leave period at least two (2) weeks in advance of resuming work. The employee shall be reinstated to his/her original position or to a position comparably classified. The employee may be

required to file with the School Board a certificate of physical fitness to perform the duties of such position, signed by a doctor who shall be selected and compensated by the School Board.

3. **Extension Of Special Leave (Parental)** - The employee and School District by mutual agreement entered into prior to or during the leave of absence, with approval of the School Board, may extend the period of special leave of absence (parental) for an additional six (6) months; however, such extension may be approved on the basis of a condition "B" as defined in Section D.2. (b) of this Article.

C. **Special Leave Of Absence (Military)** - Military leave of absence shall be granted as required by law.

D. **Approval For Special Leaves Of Absence**

1. For each separate case of special leave without pay, the School Board shall at the time it approves the leave determine whether the employee granted such leave shall be entitled to his/her former position on his/her return from such leave or whether his/her name shall be placed on the re-employment list for the pay range. Employees are normally reinstated to their original position where the leave is mandated by state statute.
2. Leaves of absence may be approved, as provided in D.1. above, only under one (1) of the following two (2) conditions:
 - a. Condition "A" leave entitles an employee to be reinstated to his/her former position or to a position comparably classified upon completion of the leave.
 - b. Condition "B" leave entitles an employee to be reinstated upon completion of the leave to a vacant position (provided conditions of Article IV, Section 4.9 are first met) comparably classified consistent with his/her seniority rights or if no such vacancy exists, his/her name shall be placed on the re-employment list for that pay range.

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:

CLERICAL:

1. The Benefit Payment for the First 50 Days shall be calculated by multiplying the unused current and accumulated sick leave days (up to a maximum of 50) times the daily rate of pay. In no event shall the days exceed fifty 50.
2. The Benefit Payment for the Remaining Days shall be calculated as outlined in steps 3 - 6 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 calculation shall be referred to as Sub-Total of Days.
5. Total Days shall be the calculation of Sub-Total of Days times 110%. Total Credit Days shall be Total Days minus the first 50 days of current and accumulated sick leave days.
6. The dollar amount for unused sick leave beyond fifty (50) 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 #5 by the employee's daily rate of pay (DRP) less the 3.5% discount amount.
7. Payment to the HCSP shall be the Benefit Payment for the First 50 Days added to the Benefit Payment for the Remaining Days (after discount). Benefits shall be contributed to a HCSP at time of retirement.
8. The amount contributed to the employee's HCSP shall be determined by the following calculation:

Benefit Payment for First 50 Days:

$$\begin{array}{l} \text{Current and Accumulated Sick Leave Days (up to a maximum of 50 days)} \\ \times \text{Employee's DRP} \\ = \text{Benefit for First 50 Days} \end{array}$$

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 Fifty (50) Days Calculation
= Total Credit Days
Total Credit Days X
DRP
- 3.5% Discount
= Benefit Payment for Remaining Days
+ Benefit Total for First 50 Days
= Total Payment to HCSP

ADMINISTRATIVE:

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 administrative and clerical 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. Clerical employees will be paid two (2) weeks behind pay date.

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 Historic Old Central High School (HOCHS) 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, 2020, except as otherwise provided herein, and the term of this Agreement shall be from July 1, 2020, to June 30, 2021, 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, 2020, 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 20th day of June 2021.


EXECUTIVE EMPLOYEES ASSOCIATION

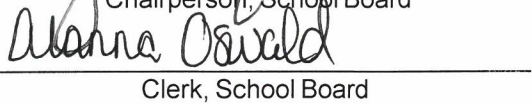
By: 
President

By: 
Negotiations Co-Chairperson

By: 
Negotiations Co-Chairperson

INDEPENDENT SCHOOL DISTRICT 709

By: 
Chairperson, School Board

By: 
Clerk, School Board

APPENDIX A
Executive Employees Association
Weekly Administrative Salary Schedule

Pay Range	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	2018-2019	950	992	1035	1085	1133	1202
	2019-2020	969	1012	1056	1107	1156	1226
	2020-2021	988	1032	1077	1129	1179	1251
HRIS Specialist, Bus. Serv. Coordinator/Exec. Asst. CFO							
2	2018-2019	1046	1100	1151	1202	1257	1324
	2019-2020	1067	1122	1174	1226	1282	1350
	2020-2021	1088	1144	1197	1251	1308	1377
Benefits Coordinator, Database Specialist, HRIS Supervisor							
3	2018-2019	1102	1156	1212	1270	1321	1393
	2019-2020	1124	1179	1236	1295	1347	1421
	2020-2021	1146	1203	1261	1321	1374	1449
							
4	2018-2019	1191	1250	1308	1366	1424	1500
	2019-2020	1215	1275	1334	1393	1452	1530
	2020-2021	1239	1301	1361	1421	1481	1561
							
5	2018-2019	1290	1325	1386	1443	1510	1583
	2019-2020	1316	1352	1414	1472	1540	1615
	2020-2021	1342	1379	1442	1501	1571	1647
Human Resources Manager, Supervisor of Food Service							
6	2018-2019	1366	1433	1507	1569	1640	1724
	2019-2020	1393	1462	1537	1600	1673	1758
	2020-2021	1421	1491	1568	1632	1706	1793
MIS Administrator, Network Administrator, Transportation Manager							
7	2018-2019	1461	1527	1602	1667	1734	1819
	2019-2020	1490	1558	1634	1700	1769	1855
	2020-2021	1520	1589	1667	1734	1804	1892
Sr. Human Resources Manager, Technology Manager							
8	2018-2019	1514	1586	1665	1736	1803	1900
	2019-2020	1544	1618	1698	1771	1839	1938
	2020-2021	1575	1650	1732	1806	1876	1977
							
9	2018-2019	1567	1645	1727	1803	1884	1976
	2019-2020	1598	1678	1762	1839	1922	2016
	2020-2021	1630	1712	1797	1876	1960	2056
Finance Manager, Manager of Facilities							

APPENDIX B
 Executive Employees Association
 Hourly Clerical Salary Schedule

Pay Range	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	2018-2019	17.01	17.38	17.83	18.45	18.79	19.95
	2019-2020	17.35	17.73	18.19	18.82	19.17	20.35
	2020-2021	17.70	18.08	18.55	19.20	19.55	20.76

2	2018-2019	17.79	18.17	18.57	19.29	19.72	20.85
	2019-2020	18.15	18.53	18.94	19.68	20.11	21.27
	2020-2021	18.51	18.90	19.32	20.07	20.51	21.70

3	2018-2019	18.79	19.25	19.75	20.37	20.75	22.11
	2019-2020	19.7	19.64	20.15	20.78	21.17	22.55
	2020-2021	20.09	20.03	20.55	21.20	21.59	23.00

4	2018-2019	20.05	20.56	21.05	21.82	22.25	23.64
	2019-2020	20.45	20.97	21.47	22.26	22.7	24.11
	2020-2021	20.86	21.39	21.90	22.71	23.15	24.59

Executive Assistant to the Superintendent & School Board
 Hourly Salary Schedule

1	2018-2019	21.24	21.65	22.31	23.13	23.58	25.05
	2019-2020	21.66	22.08	22.76	23.59	24.05	25.55
	2020-2021	22.09	22.52	23.22	24.06	24.53	26.06

Longevity Award (Clerical)

Those employees who have been employed full time for more than ten (10) years in a permanent position of the classified service of the School District shall be eligible to a longevity award as follows:

- 10-15 Years of Service:** \$20.00 Per Month
- 16-20 Years of Service:** \$45.00 Per Month
- 21+ Years of Service:** \$100.00 Per Month

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.