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COLLECTIVE BARGAINING AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT #709
DULUTH, MINNESOTA

and

DFT/CLERICAL LOCAL 692-1
DULUTH, MINNESOTA

EFFECTIVE DATES

July 1, 2003
to
June 30, 2006

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AGREEMENT BY AND BETWEEN

**DFT/CLERICAL LOCAL 692-1
DULUTH, MINNESOTA**

&

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

THIS AGREEMENT, entered into this 21st day of September 2004, by and between DFT/Clerical Local 692, Duluth, Minnesota, hereinafter referred to as "Union," 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 DFT/Clerical Local 692-1, Duluth, Minnesota, as the exclusive bargaining agent for all secretarial/clerical and statistical employees of Independent School District No. 709 who are within the positions and levels included in Exhibit A and who work (a) more than fourteen (14) hours per week or 35% of the normal work week, whichever is less and (b) more than sixty-seven (67) work days per year, excluding managerial/supervisory, confidential and all other employees. The Union shall be the duly authorized representative of said employees with respect to rates of pay, wages, hours and other conditions of employment and shall have the rights granted to it by the applicable laws of the State of Minnesota. It is agreed that the School District will not bargain individually or collectively in regard to any matter affecting conditions of employment of said employees, or affecting the role of the Union as exclusive bargaining agent, with any other organization or person except as required by law.

ARTICLE II

Board And Employee Rights

A. Board Rights – It is understood and agreed that the School Board of the School District, on its own behalf and on behalf of the citizens whom it represents, hereby possesses, retains and reserves unto itself the right to manage, direct and control all School District functions in all particulars except as limited by the terms of this Agreement or by applicable federal and state law. Nothing herein shall be interpreted, however, to prohibit the District from exercising its inherent management rights to create, revise and eliminate positions and relieve employees from duties because of lack of work or for other legitimate reasons.

B. Employee Rights

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

ARTICLE III

Grievance Procedure

The purpose of this procedure is to provide a method whereby employees who are members of the appropriate bargaining unit may present their grievances concerning the interpretation or application of the terms of this Agreement. The School District and Union agree that the proceedings under this grievance procedure shall be kept as informal and confidential as may be appropriate at any level of the procedure.

Definitions:

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

Representation Rights:

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

Step 1 - The aggrieved employee shall present his/her grievance within twenty (20) days of the time the employee knew or should have known of the act, event, or default of the School District, School Board, its employees, agents or contractors, which is alleged to be a violation, misapplication, or misinterpretation of the terms of this Agreement. The aggrieved employee shall file his/her grievance in writing with the employee's immediate supervisor who is not a member of this clerical bargaining unit with a copy sent to the Human Resources Manager and which writing shall state the nature and date of the violation to the best of the aggrieved employee's knowledge, the Article or Articles of this Agreement alleged to have been violated, misapplied, or misinterpreted and the relief or action sought by the aggrieved employee. The immediate supervisor shall immediately set a hearing date within five (5) days of filing and notify the aggrieved employee. A decision in writing by the immediate supervisor shall be rendered within five (5) days of the hearing and communicated to the aggrieved employee, the Union, and the Superintendent of Schools. Appeal from this decision shall be filed by the aggrieved employee within ten (10) days of the communication of the decision to him/her. (See Appendix A: Grievance Form)

Step 2 - In the event the aggrieved employee is not satisfied with the decision at Step 1, or at the option of the Director of Human Resources, the Director of Human Resources or his designee shall set a hearing within fifteen (15) days of the filing of an appeal with the Director of Human Resources by the aggrieved employee, or within fifteen (15) days of communication to him/her (the Director of Human Resources) of the decision at Step 1, and shall so notify the aggrieved employee, immediate supervisor and the Union. The Director of Human Resources or his/her designee shall then proceed to such hearing and notify the aggrieved employee, immediate supervisor and the Union, of his/her decision in writing within seven (7) days of the hearing.

Arbitration - The Union, through its appropriate officers, may appeal within thirty (30) days of the communication of the written decision at Step 2. Such appeal shall be in writing and filed with the Superintendent of Schools. The Superintendent of Schools shall immediately make written request to the Commissioner of the State Bureau of Mediation Services for a list of arbitrators appointed pursuant to Minnesota Statutes, Section 179A.21, Subd. 2. Upon receipt of such list, and within five (5) days thereafter, the Union and School District shall alternately strike four (4) names from such list, the first strike to be determined by the flip of a coin, unless the School District and Union can agree on the use of one of the arbitrators from the list. The remaining arbitrator shall be immediately notified of such selection and shall proceed to a hearing of the grievance and make his/her decision within thirty (30) days of the hearing. His/her written decision shall state the facts and Articles of the Agreement on which his/her decision relies, shall include his/her conclusions and the relief to be given, if any, and shall be final and binding on the Union and School District.

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

Miscellaneous Provisions:

1. The Union may file a group grievance on behalf of several employees of the bargaining unit at Step 2 of this procedure if the act, event or default of the School District, School Board, its employees, agents or contractors is alleged to have violated, misapplied, or misinterpreted this Agreement so as to directly affect at least ten (10) employees in the bargaining unit on the same or similar issues under an Article or Articles of this Agreement. The grievance shall be filed in like manner and within the time limits provided under Step 1 of this procedure. Likewise, the School District or appropriate hearing officer may join for hearing separate grievances by employees involving the same or similar issues under an Article or Articles of this Agreement at any step of the grievance procedure and shall so notify the Union.
2. The time limits specified herein may be waived or extended by mutual agreement of the parties and notice to the Union if not a party, but such waiver or extension shall be in writing and signed by the parties following the time of decision at Step 1. Failure of the appropriate hearing officer to render a decision within the time permitted herein shall be considered a denial of the grievance and permit the aggrieved employee or the Union as the procedure may provide to appeal to the next step within the time limits set, but this shall not apply to the decision of the arbitrator.
3. Access shall be given at the expense of the requesting party to all non-confidential information which is exclusively in the possession or available to either of the parties and necessary to the determination and processing of a grievance, but the determination of the confidentiality of the information by the party who has been requested to furnish the same shall be final except at the arbitration level where the decision of the arbitrator shall be final. This shall not apply to information or documents forbidden by law to be disclosed by either party.
4. Failure at any step of this grievance procedure to initiate or appeal a grievance within the time limits provided herein shall constitute a waiver of the grievance, but such waiver shall not bind the Union where the Union is not a party and does not have a right of appeal under the terms of this procedure. In the case of an event, act, or default which is of a continuing nature, the employee and Union shall waive their rights to any relief for any period during which the grievance has not been filed within the time limits specified within this grievance procedure.
5. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the aggrieved employee.
6. All hearings through Step 2 shall be held during non-working hours of the aggrieved employee or employees, if possible; but in the event it is desired by the School District or hearing officer to hold the hearing during work hours of an aggrieved employee or employees, such employee or employees and the Union representative shall be given time off without loss of pay to attend such hearing. This shall not apply to any arbitration hearing. The Director of Human Resources or his/her designee shall first authorize any hearings at Step 1 during work hours.
7. Any decision which is mailed to the employee's home address shall be presumed to be communicated within five (5) days of mailing, and the filing or service of any appeal shall be considered timely if mailed and bearing a dated postmark of the United States mail within the time period specified in this procedure.

ARTICLE IV

Salary Schedule

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

ARTICLE V

Vacations

Employees shall be entitled to vacation with pay at the rate of two (2) calendar weeks of vacation per year during the first six (6) years of employment with the School District, three (3) calendar weeks of vacation per year after six (6) years, four (4) calendar weeks after the fourteenth (14th) year and twenty-five (25) days after the twentieth (20th) year of continuous service with the School District. Vacation must be earned before taken and shall not be cumulative except as indicated below. Employees working less than twelve (12) months a year shall be pro-rated, with no employee working the full school year to receive less than 10/12th of the above weekly figures. Employees working less than the regularly scheduled workweek who works half time or more shall receive pro-rated vacation based upon the number of hours such employee is regularly scheduled to work. All employees hired into the unit on or after August 1, 1982 working in a position calling for less than a fifty-two (52) week work year shall, beginning August 1, 1988, earn vacation based on the following schedule:

<u>Scheduled Weeks</u>	<u>Days Earned Per Year</u>
38	1
39 through 40	2
41 through 42	3
43 through 44	4
45 through 51	5

Employees hired prior to August 1, 1982, who transfer into the Unit shall be entitled to the same vacation as they had in another unit if the number of work weeks are the same as previously or a pro-rate amount of vacation based on the amount of vacation the employee was entitled to in the other unit.

Employees working in positions calling for a fifty-two (52) week work year may, with prior approval from the Director of Human Resources, carry over one (1) week of vacation to be used in the following year. Request to accumulate vacation must be made in writing prior to December 15th of the calendar year immediately preceding the calendar year in which the vacation time will be used.

ARTICLE VI

Leaves Of Absence

A. Earned Leaves Of Absence With Pay

1. Definitions and Procedures

- a.
 - 1) Earned leave time may be used by the employee to provide for pay continuation for periods of time when the employee has been released from work by prior authorization for limited specific purposes described in more detail in this section and which are generally referred to as sick leave, family leave and personal leave.
 - 2) Sick Leave is hereby defined to mean the absence of an employee due to his/her own illness, injury, exposure to a contagious disease, or scheduled medical or dentist examinations and treatments.
 - 3) Family Leave is hereby defined to mean the absence of an employee for the purpose of attendance upon a member of the employee's immediate family requiring the care or attendance of such employee, or death in the immediate family of the employee or spouse's immediate family.
 - 4) Personal Leave Day is hereby defined to mean the absence of an employee to attend to personal matters which cannot be scheduled and/or attended to during non-duty hours.
- b.

Effective July 1, 2003 through June 30, 2004: Employees holding a position in the unit who have served at least six (6) months of the required probationary period shall accrue earned leave time at the rate of one and one-half (1 1/2) days per calendar month of active employment. This earned leave time may not be used during the first six (6) months of active employment with the School District, but unused earned leave time may be accumulated to two-hundred ten (210) days. Employees will not accrue earned leave during any calendar month in which they work less than ten (10) working days. Employees working less than full time who are qualified by the terms of the contract to receive earned leave will receive a prorated earned leave time based on the actual amount of time worked.

Effective July 1, 2004: Employees holding a position in the unit who have served at least six (6) months of the required probationary period shall accrue earned leave time at the rate of .06923 hours for each hour on District paid status, excluding overtime hours with a maximum of one and one-half (1 1/2) days of earned leave time for each full month worked. This earned leave time may not be used during the first six (6) months of active employment with the School District. Unused earned leave time may be accumulated to a maximum of two-hundred ten (210) days.
- c. Whether taken as Sick Leave, Family Leave, or as a Personal Leave Day all earned leave taken by an employee will be charged to his/her accumulated earned leave time.
- d. To obtain approval for use of earned leave, employees must notify their supervisors as soon as possible, but no later than the time they are scheduled to report for duty, except when past practice has established an earlier notifying time.

Employees will obtain prior approval for the purpose of medical, dental, optical examinations or treatments, except where an emergency precludes prior notice and approval. The employee must obtain prior approval to use a Personal Leave Day.

- e. A former employee in the unit who has been rehired within thirty (30) days after resignation, shall have his/her previously accumulated and unused earned leave reinstated and placed to his/her credit.
- f. An employee removed from the payroll because he/she has used all accumulated vacation and sick leave shall be considered to be on a leave not to exceed one (1) year and shall be reinstated in his/her position upon filing with the appointing authority an affirmation of his/her fitness to perform the duties of his/her position. At the discretion of the School District the employee may be required to present a certificate of his/her physical fitness signed by a doctor who shall be chosen and compensated by the School Board.

2. Sick Leave

- a. If an employee is absent from duty because of personal illness for more than three (3) consecutive days, or absent the day before and/or the day after a holiday because of personal illness, it may be necessary for him/her to file a certificate of illness from a physician, osteopath, chiropractor, dental surgeon, or Christian Science Practitioner.
- b. If the School District suspects an employee is abusing sick leave privileges, the employee shall be advised that because of his/her questionable sick leave record a medical certificate may be required for any subsequent sick leave; and that failure to furnish a requested medical certificate shall preclude the employee from using sick leave for such an absence.
- c. No employee shall be granted sick leave for any injury or illness resulting from any gainful employment on any job other than his/her regular School Board employment, unless he/she was officially assigned to that employment as a special duty.

3. Family Leave

- a. Up to four (4) days shall be granted in case of death within the immediate family of an employee or spouse as defined herein, but the employee may request and be granted two (2) additional days. **"Family"** shall constitute members of the immediate family which for the purposes of this Section (A) shall include spouse, father, mother, brother, sister, child (biological, step or adopted), grandparent, grandchild, in-laws, aunts, uncles, and nieces/nephews. This shall also apply to foster relationships of the above listed categories.
- b. Up to three (3) days per illness/injury shall be allowed for attendance upon an ill or disabled member of the immediate family (excluding in-laws, aunts, uncles, and nieces and nephews) requiring the care and attendance of such employee, and if more than one (1) leave day is used per illness/injury a written statement from the attending physician, including an explanation of why the employee's attendance is (was) necessary must be submitted to the Human Resources Department. Employees may request and be granted two (2) additional days due to extenuating circumstances of the illness/injury.

4. **Personal Leave Day** - Two (2) non-accumulative personal leave days per school year may be used by persons in this Unit.

B. Leave Of Absence Without Pay

1. **Special Leave of Absence**

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

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

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

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

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

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

4. Approval for Special Leaves of Absence

- a. For each separate case of Special Leave without pay, the School Board shall at the time it approves the leave determine whether the employee granted such leave shall be entitled to his/her former position upon returning from such leave or whether his/her name shall be placed on the re-employment list for the level. Employees are normally reinstated to their original position where the leave is mandated by state statute.
- b. Leaves of absence may be approved, as provided in 4(a) above, only under one (1) of the following two (2) conditions:
 - (1) Condition "**A**" leave entitles an employee to be reinstated to his/her former position or to a position comparably classified upon completion of the leave.
 - (2) Condition "**B**" leave entitles an employee to be reinstated upon completion of the leave to a vacant position (provided conditions of Article VII are first met) comparably classified consistent with his/her seniority rights or if no such vacancy exists, his/her name shall be placed on the re-employment list for that level.

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

ARTICLE VII

Vacancies

- A. Vacancies shall be posted on the bulletin board specified for that purpose outside the Human Resources Department office located at Historic Old Central High School, with a copy furnished to the Union president. The posting shall be for seven (7) calendar days. Employees must apply by completing an application for such vacancies and submit the application to the Human Resources Department office by e-mail, if available, or in written form.
- B. All persons making application must meet the minimum requirements of the position to be considered. The three (3) most senior qualified applicants will be considered.
- C. When three (3) candidates have been selected, and who remain willing to accept the vacancy throughout the interview and selection process, the interview shall be closed and the supervisor involved shall make a selection or utilize an "**option**" as described in Article XIII. Employees seeking a voluntary demotion may be considered for the vacancy, however, such applicants shall only be considered in addition to the three (3) candidates referred to herein. The vacancy will be filled by the candidate who in the opinion of the District best meets the vacancy requirements.
- D. In order to be considered for any vacancy, the employee must have completed the probationary period in his or her current position.
- E. The vacancy may be filled by a candidate external to the unit only after all current qualified clerical employees have been considered.

ARTICLE VIII

Reclassification

- A. Placement on the salary schedule for positions in the unit subject to reclassification will be determined by the job level into which the position falls pursuant to the timelines and methodology outlined in Addendum A.
- B. In order for a position to be re-evaluated, the position must have incurred a significant increase in job duties and responsibilities, which would warrant an upgrade of one or more pay levels.
- C. Positions which have been reclassified shall not be subject to the re-bidding process.
- D. Persons in the unit who believe that their position warrants upgrading in classification due to increases in job responsibilities shall adhere to the following procedures:
 - 1. **Level I** - Consistent with the timelines set forth in the grievance procedures of the current collective bargaining agreement, a person in the unit who believes that his/her assigned job responsibilities have increased to warrant reclassification shall make a written request for such consideration to the Level I Review Committee including unit members appointed by the Union as well as a District-designated resource person. 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.
 - 2. **Level II** - The Human Resources Department designee shall meet with the Union and the chair of the Level I Review Committee within ten (10) working days following receipt of the committee's request to properly reclassify the position. The Human Resources Department designee shall have ten (10) working days to reach a decision; however, if agreement cannot be reached regarding a proper placement within the ten (10) days, the affected employee may appeal the Human Resources Department designee's written decision to Level III within ten (10) working days following receipt of the Human Resources Department designee's decision, with copies to be sent to the Union and the employee who submitted the request.
 - 3. **Level III** - If agreement cannot be reached at Level II, a three (3) member committee shall be formed with one member chosen by the Superintendent of Schools, one member by the Union and a third member selected by agreement between the above two (2) representatives. If agreement cannot be reached, the Chairperson of the School Board shall choose the third member to this committee. The committee shall convene and render a decision regarding the appeal, with copies to be sent to the Union and the employee who submitted the request, within twenty (20) working days following receipt of appeal from Level II. The Union, the Level I Review Committee Chairperson and the Human Resources Department designee shall present evidence directly to the committee for consideration. The decision of the Level III committee shall be final and binding upon all parties subject to School Board approval. However, should the School Board deny the reclassification, it may do so only on the basis of removing those duties found to qualify the position in question for reclassification.
 - 4. In the event the administration believes a position should be reclassified, the Human Resources Department designee shall notify the Union in writing of such request and a

Level I determination shall be made of same. It is agreed that the same standard to demonstrate "**significant increases**" as referred to in Paragraph B above shall also apply to the District when proposing increases or decreases in level during the interim period of any contract. If agreement cannot be reached at Level I, an appeal may be made directly to the Level III committee by the Human Resources Department designee. The Level III decision, with copies to be sent to the Union and the employee whose position is the subject of the request, shall be final and binding on all parties subject to School Board approval under the provisions of Paragraph D, 3. It is intended that the School Board shall not become a forum whereby appeals from the Level III decision shall be made.

5. The School District shall notify the Union and affected employee at least thirty (30) days before requesting a reclassification of any bargaining unit position providing the Union with full explanation as to the basis and nature of the changes in job duties.

ARTICLE IX

Placement On The Salary Schedule

- A. When an employee is promoted or reclassified 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 or reclassification and shall remain at that step until the beginning of the next pay period following completion of six (6) months service or the probationary period in the position, whichever is later. He/she shall advance one (1) step in the new pay range. Thereafter, the employee shall advance one (1) step in the new pay range for each additional twelve (12) months of service.
- B. Employees assigned the duties of a higher paying position on a temporary basis, effective with the first day of such assignment, shall be paid at the salary of the step in the higher pay range consistent with the pay he/she would receive were he/she to assume the position on a promotional basis. This salary shall not be retroactive beyond the date that was known by the School District that the permanent staff person would be absent for over thirty (30) working days. This policy applies only to Medical Leave, Special Leaves granted under condition "**A**" and the temporary filling of vacancies caused by retirement but shall exclude vacations, sick leave and all other types of leaves. The employee shall not accrue seniority in the class of the temporary position.
- C. New employees shall be hired at the base step in the appropriate pay level. Step increases for new employees shall be granted at the beginning of the next pay period following the completion of their probationary period.
- D. When an employee is reclassified to a lower level, their salary shall be redlined until such time as:
 1. The salaries of the other employees at the level meet or exceed the demoted employee's salary.
 2. The employee voluntarily applies for and accepts a new position, in which case the individual is agreeing to the salary of the new position.
 3. The District eliminates the position, in which case the individual would bump following the process in Article X. The employee's salary shall remain redlined since they changed positions through no fault of their own.

ARTICLE X

Layoff

A. When it becomes necessary through lack of funds or for other cause for which the employee is not at fault to reduce the number of employees in a given job title, temporary, provisional, and substitute employees in the job title shall be the first to be laid off. When the District makes a decision to eliminate a position, at no time is the incumbent required to accept a position with fewer hours per year than the position they are currently holding. The employee has the option to accept a position with fewer hours per year if desired. If more than one employee is affected, the most senior employee will be given first choice of positions available. Seniority will be based upon District date of hire in the clerical unit. The incumbent shall be assigned to a new position under the procedures that follow:

1. An employee whose position is eliminated shall be assigned to an open position in the same pay level; the assignment takes precedence over filling the vacancy.
2. If no such position is open, then the employee shall bump the least senior employee in the same pay level.
3. If no such position exists, then the employee shall bump into successively lower pay levels using the same criteria as above until an assignment is made.
4. If no assignment is made as described above the employee shall be laid off.
5. Only one **"bump"** shall be allowed for each instance of layoff. Thereafter, problems arising relative to **"bumping"** and probation shall be governed by the terms outlined in Article XII, Probation. Pay level herein refers to the lettered pay levels in Exhibit A notwithstanding that there may be different steps of pay within the pay level. An employee **"bumped"** out of a position shall be assigned to an open position or may elect another position following the same procedure as set forth above. An employee **"bumping"** into another position shall remain at the same step in the pay plan. An employee assigned or electing to **"bump"** into a different position will be on probation for the first three (3) months. Immediately upon entrance into a new classification, an employee's seniority shall be dovetailed into such classification according to his/her District-wide seniority standing. The employee shall retain recall rights to his/her former position for a three (3) month period following a **"bump"**.

Provided, that where it is determined that two or more persons in the level in which layoff or reductions to be made have equal seniority, the order of layoff or reduction in such tie cases shall be determined by the actual sequence of hiring as recorded in the official School Board minutes.

6. After a period of two (2) years the employee's name shall be removed from the re-employment list. The person will be notified of such action unless the period is extended by the School Board.

ARTICLE XI

Layoffs Caused by A Work Stoppage

When layoff becomes necessary because of work stoppage, the layoff provisions of Article X shall be suspended and the following provisions shall apply:

- A. This table shall be used to determine the maximum number of positions that can be cut in any level:

<u>% Of Clerical Position To Be Cut</u>	<u>Maximum % Of Any Level That Can Be Cut</u>
100%	100%
50%	75%
25%	50%

Note: any % that falls between the listed figures shall be prorated.

- B. Layoffs within a level shall be determined solely by seniority within the level with the least senior person being the first to be laid off.
- C. All layoffs shall be restricted to the designated level or levels, i.e., there shall be no bumping to a lower level based on seniority.
- D. No person shall have their level of pay reduced as a result of reassignment of duties.

ARTICLE XII

Probation

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

employment list for the class from which he/she was promoted and upon the re-employment list of all lower classes in the same series in which he/she has previously completed a probationary period.

ARTICLE XIII

Option

The Administration may deny a transfer and/or promotion under this Article to not more than twenty percent (20%) of all posted positions occurring between September 1 of one year and September 1 of the following year. This denial shall be called an "**option**." Options shall not accumulate from one year to the next, and the District may "**borrow**" two (2) options each September 1 to be used as a part of that year's total. When the District exercises an option under this Article, the employees affected and the Union shall be notified.

ARTICLE XIV

Seniority And Longevity

A. Seniority

1. Seniority shall be determined by an employee's length of service in the clerical unit.

Note: Seniority is subject to the conditions of Article XII on probation.

2. Time spent on paid Sick Leave shall count toward seniority. Time spent on Special Leaves over thirty (30) days, except Military and Maternity, shall not be counted.
3. A seniority list shall be maintained and brought up to date as of November 1 of each year with copies available at each work site and the DFT office. Employees shall have fifteen (15) working days thereafter to raise challenges to their seniority rating. Any employee failing to challenge his/her seniority as shown on such list within the fifteen (15) working day period thereafter shall be considered to have confirmed his/her seniority as listed. By February 1 of each year, a corrected seniority list will be sent as above.

4. Definitions

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

B. Longevity Award

1. Those employees who have been employed full time (38 weeks or more per year) for more than ten (10) years in a permanent position of the classified service of the School District shall be eligible to a longevity award of \$20.40 per month, an additional \$25.50

per month after fifteen (15) years and an additional \$35.70 per month after twenty (20) years. Continuous service is defined as having no break in service over thirty (30) days except by an authorized leave of absence, except for military service in excess of thirty (30) days, shall be deducted in computing the longevity anniversary date. Employees working less than twelve (12) months a year but working the full school year shall be considered to have completed a full year of continuous service towards eligibility for longevity award.

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

ARTICLE XV

New Employees, Step Increases, Work Year And 52-Week Guaranteed Employees

A. Work Year

Recognizing that employees apply for positions and depend on their wages for an acceptable living, it is the desire of this bargaining unit to protect individuals from work year reductions. If an employee's work year is reduced by more than 20%, that employee has the right to be one of the additional employees interviewed for an open position in the same level which has been posted within one year, which may be extended one year with mutual agreement.

B. Fifty-Two Week Guaranteed Employees

1. All employees hired prior to April 9, 1976 shall be entitled to fifty-two (52) weeks of work per year although such work need not be at the same location year round. Persons transferred to a lower level job in order to fill out the remainder of their work year shall be paid at their normal work level pay and in no case shall their pay be reduced. People accepting employment after April 9, 1976 shall accept the length of the work year specified with the job and will not be entitled to any additional weeks of work. Effective August 1, 1994, persons still having a fifty-two (52) week guarantee shall not be required to relinquish their fifty-two (52)-week guarantee by virtue of being granted a voluntary leave of absence, promoting/transferring to another position or having their position eliminated.
2. For purposes of administering the provisions of the Labor Agreement and Article XV, Section C thereof, it is understood that in the event of layoff or work year reduction, persons hired after April 9, 1976, do not have the option to request or demand reassignment in the event the length of the work year in the position to which they are assigned is reduced.
3. Persons hired prior to April 9, 1976, who still have a guarantee of fifty-two (52) weeks, will be offered fifty-two (52) weeks of work in another position if the weeks of work in their current position have been reduced. If at the time of reassignment the District is unable to offer the employee a position of fifty-two (52) weeks of work and is placed on an involuntary basis to a position of less than they are assigned, the employee will continue to maintain his/her fifty-two (52) weeks guarantee, however, the District may offer such employee a position calling for a fifty-two (52) week work year at any

subsequent time and such an offer may be made before such a vacancy is posted for transfer or promotion as provided in Article VII of this Agreement. An employee who refuses to accept fifty-two (52) weeks of work per year relinquishes their fifty-two (52) week guarantee.

4. For persons referred to in Section 1, 2 and 3 above, such persons shall have the right to exercise their seniority to displace a less senior person consistent with layoff rules of the Labor Agreement in the event the hours of work or weeks of work in their position is subsequently reduced to less than thirty-eight (38) weeks of work per school year. Persons referred to in Section 2 & 3 above having a fifty-two (52) week guarantee shall not relinquish their fifty-two (52) week guarantee by virtue of being granted a voluntary leave of absence.

ARTICLE XVI

Holidays

- A. 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
- The day after Thanksgiving
- Christmas Eve, December 24
- Christmas Day, December 25

Except that if Convention Day falls on a day when school is in session, such day shall not be a paid holiday and the employees shall receive a paid **"floating"** holiday in lieu thereof, the date of said **"floating"** holiday to be chosen by the majority of the employees with the approval of the Superintendent of Schools. Said **"floating"** holiday shall not occur on a day when school is in session and all employees shall be required to take the same **"floating"** holiday. If for emergency reasons or any other reason requiring the conducting of schools on Presidents' Day, such day shall not be a holiday and employees shall receive an extra day of vacation in lieu thereof. Because of the history of the school break periodically being scheduled over Presidents' Day, the requirement that the employee be entitled to be paid for the work days immediately preceding and immediately following the holiday shall not apply to Presidents' Day.

- B. Whenever a holiday falls on Saturday, the preceding day shall be a paid holiday instead; if on Sunday, the following day shall be a paid holiday instead.
- C. During the 2002-2003 school year, the School District extended the residential treatment center program over the summer months, in addition to the regular school year. As a result, the employees in this program as of the 2003-2004 school year were no longer eligible for any holidays pursuant to this Article XVI. In order to address this situation, the following shall apply, effective July 1, 2004.

All employees under this Agreement holding a position in the Residential Treatment Center Program who are entitled to be paid for their scheduled work days immediately preceding and immediately following such holidays (but only so long as those scheduled work days occur at least seven (7) calendar days prior to and seven (7) calendar days after the holiday), shall receive the following as paid holidays:

Labor Day, the first Monday in September
Convention Day in October
Thanksgiving Day, the fourth Thursday in November
The day after Thanksgiving
President's Day, the third Monday in February
Memorial Day, the last Monday in May

ARTICLE XVII

Insurance

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

The School District will pay the cost of a long-term disability (LTD) income protection plan. This plan shall be continued in effect for employees with coverage to include provisions for payments of a benefit in the event of disability of two-thirds (2/3) of salary without any maximum salary limitation and shall provide for a ninety (90) day waiting period for commencement of benefits. In all other respects and level of benefits the LTD coverage will remain at the same or improved level as the plan in effect on the date of this Agreement. Each employee may at his/her option elect to have the payments added to his/her taxable salary provided he/she authorizes a payroll deduction to pay the LTD premium. After the initial enrollment period, such election may be made annually during open enrollment for the next calendar year.

- B. All employees under this Agreement must work one-half (1/2) time or more per week to qualify for insurance benefits.

ARTICLE XVIII

Normal Work Week, Overtime

Effective upon ratification of the 1995-1997 contract, the normal workweek for full-time employees shall be forty (40) hours per week. Employees under this Agreement required to work for the School District in excess of forty (40) hours per week shall be paid time and one-half their regular hourly rate for all hours paid in excess of 40 hours per week. If an employee is required to work on Sunday or on a holiday, they shall be paid double their regular hourly rate.

ARTICLE XIX

No Strike Clause

DFT/Clerical Local 692-1, Duluth, Minnesota, and the employees covered under this Agreement agree that they will not call, engage in, or sanction any strike, stoppage of work or other concerted refusal to perform services during the term of this Agreement.

ARTICLE XX

Matters Not Covered

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

ARTICLE XXI

Validity Or Conformity To Law Clause

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

ARTICLE XXII

Savings Clause

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

ARTICLE XXIII

Retroactivity

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

ARTICLE XXIV

Biweekly Payroll And "Direct Deposit"

Employees within the bargaining unit shall be paid biweekly. The School District may pay such employees in the bargaining unit as it shall designate by depositing in such banks within the School District as the School District shall designate the net salary or wages owing to such employees in an account to be provided for each employee. Employees not desiring to do their banking with such banks as designated by the School District, shall be permitted to withdraw such salary or wage payments from such bank without charge to the employee.

ARTICLE XXV

School Closing

When schools are closed because of snow or emergencies, clerical people shall be paid for the day. If individual schools are closed, then secretaries in the schools closed shall be allowed to stay home and be paid.

ARTICLE XXVI

Post Retirement Health Care Savings Plan (PRHCSP)

1. **Eligibility.** The following employees shall be eligible for the benefits provided by this Article XXVI. Any employee who is 1) at least fifty-five (55) and eligible for PERA benefits at the time of retirement, or 2) disabled as defined by PERA, or 3) has thirty (30) years of continuous service to the School District shall be eligible for contribution of unused sick leave benefits as defined below to a Post Retirement Health Care Savings Plan (PRHCSP).
2. **Maximum Days.** The number of unused current and accumulated sick leave days (up to a maximum of two-hundred ten (210) days) will be used to determine the contribution to the PRHCSP.
3. **Discount Calculation.** The amount of unused sick leave multiplied by the employee's daily rate of pay (excluding overtime) will be discounted by a formula using the following assumptions:
 - 1) Medical inflation average costs for the past three (3) years (13% as of June 2004)
 - 2) Discount of the current NIS trust rate at the time of retirement (3.4% as of June 2004)
 - 3) Premium used for discounting shall be the product of the weighted average premium for all fund balance retirees multiplied by the weighted average premium between single and family (\$655.00 as of June 2004)
 - 4) Assumptions (1) and (3) above shall remain fixed for the period from implementation of the plan through June 30, 2006, or until a new Collective Agreement is finalized with this bargaining unit, whichever is later.

The discounted calculation of the value of the days will be contributed to the PRHCSP for the employee by the District.

4. **Participation in the District Health Plan.** Retired employees will be allowed to participate in District Health plans at their own expense pursuant to applicable State and Federal laws.

ARTICLE XXVII

Bonding And Travel Expenses

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

ARTICLE XXVIII

Union Dues And "Fair Share" Fee

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

ARTICLE XXIX

Energy Conservation Clause

In the event of energy shortage or severe weather, the School District reserves the right to modify the school calendar, and, if school is closed on a normal duty day(s), the employee shall perform duties on such other day(s), in lieu thereof as the School Board, or its designated representative, shall determine, if any. Employees in this unit shall only be paid for hours/days worked except as otherwise provided in Article V of this Agreement.

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

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

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

ARTICLE XXX

Term Of Agreement

This Agreement shall be effective July 1, 2003, except as otherwise provided herein, and the term of this Agreement shall be from July 1, 2003 to June 30, 2006, inclusive, except as otherwise provided herein. Not more than 120 days and not less than 90 days prior to the termination of this Agreement both parties shall present their proposals for changes in the Agreements and commence negotiations for a new Agreement.

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

Dated at Duluth, Minnesota, this 21st day of September 2004.

INDEPENDENT SCHOOL DISTRICT NO. 709

DFT CLERICAL UNIT LOCAL 692-1

By: _____
Chairperson of the School Board

By: _____
DFT/Clerical President

By: _____
School Board Labor Negotiator

By: _____
DFT Representative/Negotiator

APPENDIX A
GRIEVANCE FORM

<p><u>For Office Use Only</u></p> <p>File No.: _____</p> <p>Level I Hearing Date: _____</p> <p>Hearing Officer: _____</p> <p>Decision Date: _____</p> <p>Appeal Date: _____</p> <p>Level II Hearing Date: _____</p> <p>Level II Appeal Date: _____</p>
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DULUTH FEDERATION OF TEACHERS
639 E. CENTRAL ENTRANCE
DULUTH, MN 55811
(218) 722-1735

CLERICAL

PURSUANT TO THE AGREEMENT BETWEEN INDEPENDENT SCHOOL DISTRICT NO. 709, ST. LOUIS COUNTY, MINNESOTA, AND THE DULUTH FEDERATION OF TEACHERS, LOCAL 692.

NATURE AND DATE OF VIOLATION:

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

RELIEF OR ACTION SOUGHT:

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

ON: _____
(Date)

BY: _____
(Name)

Please make 3 copies:

1. Immediate Supervisor
2. D.F.T. Office
3. Your Records

(Signature)