

2008 - 2010

AGREEMENT BETWEEN

SAINT PAUL PUBLIC SCHOOLS

INDEPENDENT SCHOOL DISTRICT NO. 625

And

LOCAL UNION 844
DISTRICT COUNCIL 5

OF THE AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL
EMPLOYEES, AFL-CIO
Representing Clerical and Technical Employees

July 1, 2008 Through June 30, 2010





SAINT PAUL PUBLIC SCHOOLS
Independent School District No. 625

Board of Education

Kazoua Kong-Thao	Chair
Elona Street-Stewart	Vice-Chair
Tom Conlon	Clerk
Tom Goldstein	Treasurer
John Brodrick	Director
Anne Carroll	Director
Keith Hardy	Director

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PREAMBLE

This Agreement, entered into by Independent School District No. 625, hereinafter referred to as the Employer or as the District, and Local Union 844 affiliated with Council 5 of the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 1. RECOGNITION

- 1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all of its employees as outlined in the certification by the State of Minnesota Bureau of Mediation Services, dated October 16, 1986, in Case No. 87-PR-158 and as amended and as set forth in Section 1.2 below.
- 1.2 The bargaining unit covered by this Agreement shall consist of the following: All office, clerical, administrative and technical personnel who are employed by Independent School District No. 625, Saint Paul, Minnesota, who work a minimum of fourteen (14) hours per week and sixty-seven (67) days per year, and who are public employees within the meaning of Minn. Stat. §179A.03, Subd. 14 in the classifications listed in Appendix B excluding supervisory, confidential and all other employees.
- 1.3 Any present or future employee who is not a Union member shall be required to contribute a fair share fee for services rendered by the Union and, upon notification by the Union, the Employer shall check off said fee from the earnings of the employee and transmit the same to the Union. In no instance shall the required contribution exceed a pro rata share of the specific expenses incurred for services rendered by the representative in relationship to negotiations and administration of grievance procedures. This provision shall remain operative only so long as specifically provided by Minnesota law, and as otherwise legal.
- 1.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article 1, Section 1.3.

ARTICLE 2. CHECK OFF

- 2.1 The Employer agrees to deduct the Union membership initiation fee assessments and once each month dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by a representative of the Union and the aggregate deductions of all employees shall be remitted together with an itemized statement to the representative by the first of the succeeding month after such deductions are made or as soon thereafter as is possible.
- 2.2 The Employer shall provide a payroll deduction for voluntary employee contributions to the Union's Political Action Committee.
- 2.3 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 3. MAINTENANCE OF STANDARDS

3.1 The parties agree that all conditions of employment relating to wages, hours of work, overtime differentials, vacations, and all other general working conditions shall be maintained at not less than the highest minimum standard set forth in the Civil Service Rules of the City of Saint Paul (Resolution No. 3250) and the Saint Paul Salary Plan and Rates of Compensation at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

ARTICLE 4. MANAGEMENT RIGHTS

4.1 The Union recognizes the right of the Employer to operate and manage its affairs in all respects in accordance with applicable laws and regulations of appropriate authorities. All rights and authority which the Employer has not officially abridged, delegated or modified by this Agreement are retained by the Employer.

4.2 A public employer is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the Employer, its overall budget, utilization of technology, and organizational structure and selection and direction and number of personnel.

ARTICLE 5. WORK DAY

5.1 The normal workday shall be eight and one-half (8 1/2) hours in duration, eight (8) of which are paid. Each normal workday shall include two paid fifteen (15)-minute rest breaks. In addition, a forty-five (45) minute, duty-free lunch shall be provided. Fifteen (15) minutes of the duty-free lunch is paid and the remaining thirty (30) minutes is unpaid.

The following is an example of a normal workday schedule:

Work day begins at:	8:00 a.m.
Morning Rest Break:	10:00 - 10:15 a.m.
Lunch Break:	Noon-12:45 p.m. (15 paid minutes)
Afternoon Rest Break:	3:00 - 3:15 p.m.
Work day ends at:	4:30 p.m.

5.2 The normal work week shall be forty (40) hours in any seven (7)-day period.

5.3 This Article shall not be construed as, and is not a guarantee of, any hours of work per normal workday or per normal work week.

5.4 Overtime is to be paid at the rate of one and one-half (1 1/2) times the employee's normal hourly rate for all hours on the payroll in excess of eight (8) hours per day or forty (40) hours per week.

5.5 The overtime compensation due the employee shall be paid at the rate herein cited, or by granting compensatory time on a time and one-half basis by mutual agreement between the District and the employee.

ARTICLE 6. LUNCH BREAKS AND REST BREAKS

- 6.1 Lunch breaks shall be forty-five (45)-minutes in length, thirty (30) of which are unpaid, and shall be scheduled by the supervisor at approximately the middle of the employee's shift.
- 6.2 All employees' work schedules shall provide for a paid fifteen (15)-minute rest break during each one-half shift. The rest breaks shall be scheduled by the supervisor at approximately the middle of each one-half shift whenever this is feasible.
- 6.3 If an employee is scheduled to work a full half-shift beyond the regular quitting time, the employee shall be entitled to the rest period that occurs during said half shift.

ARTICLE 7. HOLIDAYS

- 7.1 Holidays recognized and observed. The following days shall be recognized and observed as paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Presidents' Day	Day After Thanksgiving
Memorial Day	Christmas Day
Independence Day	

Eligible employees shall receive pay for each of the holidays listed above, on which they perform no work, provided the holiday falls within their work year. Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above fall on Sunday, the succeeding Monday shall be observed as the holiday. For those employees assigned to a work week other than Monday through Friday, the holiday shall be observed on the calendar date of the holiday.

- 7.2 Eligibility Requirements. To be eligible for holiday pay, employees must be active on the payroll the day of the holiday. The holiday shall not be counted as a working day for the purposes of this Article.
- 7.3 Notwithstanding Article 7.2, a temporary employee shall be eligible for holiday pay only after such employee has been employed as a temporary employee for sixty-seven (67) consecutive workdays.
- 7.4 If Martin Luther King Day or Presidents' Day falls on a day when school is in session, the employee shall work that day at straight time and another day shall be designated as the holiday. This designated holiday shall be determined by agreement between the employee and the supervisor.
- 7.5 Employees who work summer school and qualify under the eligibility requirements of 7.2 above shall be paid for the Independence Day holiday.
- 7.6 Employees who are required to work on a holiday listed in Article 7.1, except in situations defined in Article 7.4, shall be compensated on a time and one-half basis in addition to regular holiday pay.

ARTICLE 8. VACATION

8.1 Vacation credits shall accumulate at the rates shown below for each full hour on the payroll, excluding overtime. Years of service means calendar years of service, regardless of F.T.E.

<u>Years of Service</u>	<u>Accrual Rate*</u>	<u>Annual Hours Earned</u>	<u>Annual Days Earned</u>
First year through 4 th year	.0576	120	15
5 th year through 9 th year	.0769	160	20
10 th year through 15 th year	.0807	168	21
16 th year through 23 rd year	.0961	200	25
24 th year and thereafter	.1153	240	30

Effective January 1, 2009, vacation credits shall accumulate at the rates shown below for each full hour on the payroll, excluding overtime. Years of service means calendar years of service, regardless of F.T.E.

<u>Years of Service</u>	<u>Accrual Rate*</u>	<u>Annual Hours Earned</u>	<u>Annual Days Earned</u>
First year through 4 th year	.0576	120	15
5 th year through 9 th year	.0769	160	20
10 th year through 15 th year	.0846	176	22
16 th year through 23 rd year	.1000	208	26
24 th year and thereafter	.1153	240	30

*Calculations are based on 2,080 hour work year and shall be rounded off to the nearest hour.

8.2 The head of the department may permit an employee to carry over into the next "vacation year" up to one hundred eighty four (184) hours of vacation.

8.2.1 An employee who has more than one hundred eighty four (184) hours of accrued vacation remaining at the end of the last full pay period in October shall either:

- (a) be required to use the hours of vacation in excess of one hundred eighty four (184) hours prior to the end of the calendar year: or
- (b) be compensated for hours in excess of one hundred eighty four (184) hours at end of year: or
- (c) be provided an exception for additional carryover of vacation by means of approval of his/her department head.

Choice of option a, b, or c is at the discretion of the Employer.

8.2.2 For the purpose of this Article, the "vacation year" shall be the calendar year.

8.2.3 Ten (10)-month employees may use accrued vacation during the period of summer break up to June 30 with the approval of their supervisor.

8.3 The above provisions of vacation shall be subject to the Saint Paul Salary Plan and Rates of Compensation, Section I, Subd. H.

8.4 Sick leave accumulation in excess of 1,440 hours may be converted to paid vacation time at a ratio of two (2) hours of sick leave time for one (1) hour of vacation time, to a maximum of five (5) regularly assigned workdays (not to exceed a total of forty (40) hours in any year.

There shall be no conversion of unused sick leave in any amount at any time to any cash payment other than the above-described conversion to vacation time or pay in Article 13.

ARTICLE 9. LEAVES OF ABSENCE

9.1 Sick Leave. Sick leave shall accumulate at the rate of .0576 of a working hour for each full hour on the payroll, excluding overtime. Sick leave accumulation is unlimited. To be eligible for sick leave, the employee must report to his/her supervisor no later than one-half hour past his/her regular scheduled starting time. The granting of sick leave shall be subject to the terms and provisions of this Agreement. Any employee who has accumulated sick leave as provided above shall be granted leave with pay, for such period of time as the head of the department deems necessary for the following specified allowable uses:

9.1.1 Personal Illness. Employees may use accumulated sick leave for hours off due to personal illness. The employee may be required to furnish a medical certificate from a qualified physician as evidence of illness or physical disability in order to qualify for paid sick leave as per District practice. Accumulated sick leave may also be granted for such time as is actually necessary for office visits to a doctor, dentist, optometrist, etc.

9.1.2 Family Illness. Employees may use up to one hundred twenty (120) hours per calendar year for hours off due to sickness or disability of a parent, spouse, or a member of his/her household or to make arrangements for the care of such sick or disabled persons. These hours when used are deducted from sick leave.

9.1.3 Sick Child Care Leave. Sick leave to care for a sick child shall be granted on the same terms as the employee is able to use sick leave for the employee's own illness. This leave shall only be granted pursuant to Minnesota Stat. §181.9413 and shall remain available as provided in Statute.

9.1.4 Bereavement Leave. A leave of absence with pay, not to exceed five (5) days, shall be granted because of the death of an employee's spouse, child or step child, parent or step-parent, and regular members of the immediate household. Up to three (3) days shall be granted because of death of other members of the employee's immediate family. Other members of the immediate family shall mean sister or step sister, brother or step brother, grandparent, grandchild, parent-in-law, son-in-law or daughter-in-law. Leave of absence for one (1) day shall be granted because of death of other close relatives. Other close relatives shall mean uncle, aunt, nephew, niece, brother-in-law and sister-in-law.

Travel Extension: If an employee is required to travel beyond a two-hundred (200)-mile radius of Saint Paul for purposes related to eligible bereavement leave, two (2) additional days of sick leave may be used. Employee, if requested, shall provide the Human Resource Department verification of the funeral location outside of Saint Paul.

9.1.5 Adoption Leave and Father with Newborn Child. Up to thirty (30) days of accumulated sick leave may be used in a contract year to attend to adoption procedures or care for a newly-adopted child or for a father with a newborn child. Use of these thirty (30) days does not need to occur consecutively. The thirty (30) days of sick leave for fathers of newborns must be used within six (6) weeks surrounding the birth of the child. For adoption the thirty (30) days of sick leave may be used for adoption processes or up to six (6) weeks following the adoption. Upon completion of the adoption process additional sick leave may be allowed for the care of a sick child as required by Minnesota Statute §181.9413.

ARTICLE 9. LEAVE OF ABSENCE (continued)

9.2 Court Duty Leave

9.2.1 Court Cases. Any employee who is duly subpoenaed as a witness in any case in court shall be entitled to leave with pay for that purpose provided that the employee is not a party in the case, and provided that the case is not the result of litigation undertaken by the employee or the Union against the District. In cases where the Board is a party in the litigation, the employee shall be entitled to pay while attending as a witness at the request of the Board or as a co-defendant in the case.

9.2.2 Required Jury Duty. Any employee who is required to serve as a juror shall be granted leave with pay while serving on jury duty contingent upon the employee paying to the Board any fees received, minus travel allowance, for such jury service. The employee may seek to be excused from jury duty.

9.3 Military Leave

9.3.1 Military Leave With Pay. Any employee who shall be a member of the National Guard, the Naval Militia or any other component of the militia of the state, now or hereafter organized or constituted under state or federal law, or who shall be a member of the Officers Reserve Corps, the Enlisted Reserve Corps, the Naval Reserve, the Marine Corps Reserve or any other reserve component of the military or naval force of the United States, now or hereafter organized or constituted under federal law, shall be entitled to leave of absence from employment without loss of pay, seniority status, efficiency rating, vacation, sick leave or other benefits for all the time when such employee is engaged with such organization or component in training or active service ordered or authorized by proper authority pursuant to law, whether for state or federal purposes, provided that such leave shall not exceed a total of fifteen (15) days in any calendar year and further provided that such leave shall be allowed only in case the required military or naval service is satisfactorily performed, which shall be presumed unless the contrary is established. Such leave shall not be allowed unless the employee 1) returns to his/her position immediately upon being relieved from such military or naval service and not later than the expiration of time herein limited for such leave; or 2) is prevented from so returning by physical or mental disability or other cause not due to such employee's own fault; or 3) is required by proper authority to continue in such military or naval service beyond the time herein limited for such leave.

Any employee who is a member of the armed forces or National Guard and who is called to active duty may be eligible for pay continuation pursuant to the requirements of Minnesota Statute §471.975.

9.3.2 Military Leave Without Pay. Any employee who engages in active service in time of war or other emergency declared by proper authority of any of the military or naval forces of the state or of the United States for which leave is not otherwise allowed by law shall be entitled to leave of absence from employment without pay during such service with right of reinstatement and subject to such conditions as are imposed by law. Such leaves of absence as are granted under Article 9.3 shall conform to Minnesota Statutes, Section 192, as amended from time to time and shall confer no additional benefits other than those granted by said statute.

ARTICLE 9. LEAVES OF ABSENCE (continued)

9.4 General Non-Compensatory Leave of Absence. After three months of employment, an employee may make application for a leave of absence not to exceed one year. A leave of absence shall be granted on the basis established in the Civil Service Rules (Resolution No. 3250).

9.4.1 Said rules are supplemented and amended by the following provision:

All requests for unpaid leave are subject to District approval. Such requests are to be submitted to the Human Resource Department on a form provided by the Employer.

An employee returning from an approved leave shall be returned to his/her original position unless the position has been filled permanently or offered to another employee in accordance with Human Resource staffing procedures and terms of this agreement, in which case the employee will be offered the opportunity to return to employment in an equivalent position, if a vacancy is available after the conclusion of the leave. If no equivalent vacancy exists at that time, the District will continue to consider the employee's return for two (2) years after the conclusion of leave. If no equivalent vacancy has occurred and has been assigned by the end of two (2) years from the conclusion of leave, the employee's name will be dropped from consideration as though he/she had resigned, and the employee will be considered resigned.

"Equivalent vacancy" means a position of the same job classification held by the employee at the time of the leave, which remains in existence, has been vacated by the resignation or termination of another employee, and which the District intends to fill in the same classification.

9.5 Parental Leave

9.5.1 Parental leave is a leave without pay or benefits which shall be granted upon request subject to the provisions of this Section. It may be granted for reasons of adoption or pregnancy and/or the need to provide parental care for a child or children of the employee for an extended period of time immediately following adoption or the conclusion of pregnancy; such period of leave shall be no longer than one calendar year in length. Leave up to six (6) calendar months shall be granted upon request. Leave for more than six (6) calendar months is at the discretion of the Employer.

9.5.2 In the case of pregnancy, an employee who wishes to use a period of (paid) earned sick leave at the time of pregnancy and delivery-related disability, may request unpaid parental leave for a period following the use of earned sick leave; however, sick leave time shall not be granted within (during the course of) a period of unpaid parental leave. The employee requesting such sequential leave shall submit an application in writing to the Director of Human Resources of Independent School District No. 625 not later than twelve (12) weeks in advance of the anticipated date of delivery. The employee will be required to submit, at the time of use, appropriate medical verification for the sick leave time claimed.

9.5.3 In the case of adoption, the employee shall submit to the Director of Human Resources of Independent School District No. 625 a written application including the anticipated date of placement of the child, at least twelve (12) weeks in advance of the anticipated date of placement, or earlier if possible. Documentation will be required.

ARTICLE 9. LEAVES OF ABSENCE (continued)

- 9.5.4 When an employee is returning from parental leave extending over a period of six (6) calendar months or less, the employee shall be placed, at the beginning of the first pay period following the scheduled date of return, in the same position held prior to the leave or, if necessary, in an equivalent position.
- 9.5.5 When an employee has requested and been granted leave for a period longer than six (6) calendar months, but no more than twelve (12) calendar months, the employee will be placed in an equivalent position after the scheduled date of return as soon as an equivalent vacancy becomes available. For purposes of this provision, an equivalent vacancy is a position in the same title which exists, has no certified incumbent, which is to be filled, and for which no other person has rights.
- 9.6 Family Medical Leave. Effective February 1, 1994, leaves of absence shall be granted as required under the federal law known as the Family and Medical Leave Act (FMLA) so long as it remains in force. The Human Resource Department provides procedures which coordinate contractual provisions with FMLA.
- 9.7 School Activities Leave Without Pay. An employee may request and be granted up to sixteen (16) hours of unpaid leave per calendar year for school activities of his/her own child, pursuant to Minn. Stat. §181.9412 rules, so long as the Statute so provides.
- 9.8 Educational Leave. Leave with pay may be granted for educational purposes at the option of the Employer.
- 9.9 Union Official Leave. An employee elected or appointed to a full-time paid position by the exclusive representative may be granted a leave of absence without pay for not more than one (1) year for the purpose of conducting the duties of the exclusive representative.
- 9.10 Release Time for Negotiations. Members of the union negotiating team may be released from their assignment with appropriate advance notice for such reasonable time as is necessary to attend negotiation sessions set by the school district and union. Such time may be granted upon approval of the employee's immediate supervisor and payment of salary during time off may be granted at the discretion of the district.
- 9.11 Quarantine/Catastrophic Disaster Leave. Employees will be provided up to a maximum of ten (10) days paid leave of absence for quarantine by a health officer due to a contagious disease. The same will be provided for a catastrophic disaster that occurs at the employee's school and/or community which causes the closure of the school district or the employee's worksite.

ARTICLE 10. WAGES

- 10.1 The wage schedule, for purposes of this contract, shall be Appendices A, B and C attached hereto. Both parties agree that the inclusion of the classifications and salary ranges in Appendices A, B and C does not preclude the employer from the following:
1. Reorganizing;
 2. Abolishing classifications;
 3. Establishing new classifications;
 4. Regrading classifications;
 5. Reclassifying positions.

ARTICLE 10. WAGES

- 10.2 Both parties also agree that titles and grades in Appendices A, B and C refer to employees in the positions at the date of signing of the Agreement. No employee in this bargaining unit shall suffer any reduction in salary because of a regrading or reclassification during the contract period in which such regrading or reclassification takes place.
- 10.3 Initial Step Placement. When an employee is regularly appointed into a title covered by this Agreement or moves from one title covered by the Agreement to an appointment in a different title under this Agreement, shall be governed by Civil Service Rules.
- 10.4 Salary Step/Increase Eligibility. Employees must meet the following conditions in order to be eligible for salary step advancement or, if on the 5, 10 or 15-year step, to be eligible for a salary increase:
- 10.4.1 Full-time employees must have been paid a minimum of 1,040 hours on the payroll in the previous twelve months. Part-time employees must complete a pro-rata number of hours in order to qualify for a step advancement (i.e., a half-time employee must complete five hundred twenty (520) hours to qualify for a step).
- 10.4.2 If an employee is on an improvement plan, the employee must be on track with the components of the improvement plan.
- 10.4.3 The improvement plan process as it relates to step progression and salary increases is described in a Memorandum of Agreement in the back of this Agreement.
- 10.5 Salary Step Progression
- 10.5.1 An employee who meets the eligibility requirements in 10.4 of this Section will advance one step up to Step 6 (five-year step).
- 10.5.2 An employee who meets the eligibility requirements in 10.4 of this Section will at the beginning of ten (10) calendar years of service in the District advance one (1) additional salary step on the first pay period in July, not to exceed Step 7.
- 10.5.3 An employee who meets the eligibility requirements in 10.4 of this Section will at the beginning of fifteen (15) calendar years of service in the District advance one (1) additional salary step on the first pay period in July, not to exceed Step 8.
- 10.6 Correction of Compensation Errors. Employees should routinely review their bi-weekly pay check and immediately document any errors or inquiries by contacting the District's payroll department. Failure to notify the payroll department in a timely manner, or failure to routinely review the accuracy of his/her bi-weekly compensation may result in lost compensation.
- 10.6.1 District Authority. When underpayment errors are identified, the District will review the nature of the error and shall reimburse the employee in full up to a maximum retroactive period of two years. In the case of an overpayment, the District has the authority to deduct from the employee's check up to the full amount owed for a maximum retroactive period of two years.
- 10.6.2 Procedure for Addressing Significant Overpayment Errors. In the case of a significant overpayment, deductions from bi-weekly compensation shall be based on a repayment schedule established by the District. The District, at its discretion, may limit the amount of repayment to less than the two-year retroactive period described above. The reduction of a reimbursement period will be based on the nature of the error and whether the employee took reasonable preventative action by routinely reviewing the accuracy of his/her biweekly compensation.

ARTICLE 11. WORKING OUT OF CLASSIFICATION

- 11.1 Employer shall avoid, whenever possible, working an employee on an out-of-class assignment for a prolonged period of time. Any employee working an out-of-class assignment for a period in excess of fifteen (15) working days during a year shall receive the rate of pay for the out-of-class assignment in a higher classification not later than the sixteenth (16th) day of such assignment. For purposes of this Article, an out-of-class assignment is defined as an assignment of an employee to perform, on a full-time basis, all of the significant duties and responsibilities of a position different from the employee's regular position, and which is in a classification higher than the classification held by such employee. The rate of pay for an approved out-of-class assignment shall be the same rate the employee would receive if such employee received a regular appointment to the higher classification.
- 11.2 For the following classifications, the provisions of 11.1 shall not apply to performance of the duties of the next higher classification in the job series:
- Clerk I BOE
 - Clerk-Typist I BOE
 - Data Entry Operator I BOE

ARTICLE 12. MILEAGE

- 12.1 Mileage Allowance. Employees of the School District, under policy adopted by the Board of Education, may be reimbursed for the use of their automobiles for school business. The mileage allowance for eligible employees shall be established by the Board of Education. The mileage reimbursement rate shall be indexed periodically to reflect the rate established by the Internal Revenue Service.
- 12.2 Reimbursement Procedures. An employee must keep a record of each trip made. Reimbursement shall be for the actual mileage driven in the performance of assigned duties as verified by the appropriate school district administrator and in accordance with School District Business Office policies and procedures.

ARTICLE 13. SEVERANCE PAY

- 13.1 The Employer shall provide a severance pay program as set forth in this Article. Payment of severance pay shall be made within the tax year of the retirement as described in Business Office Rules.
- 13.2 To be eligible for the 403(b) tax-deferred retirement program for sheltering severance pay and vacation pay, an employee must meet the following requirements:
- 13.2.1 The employee must be fifty-five (55) years of age or older or must be eligible for pension under the "Rule of 90" provisions of the Public Employees Retirement Association (PERA). The "Rule of 85" or the "Rule of 90" criteria shall also apply to employees covered by a public pension plan other than PERA.
- 13.2.2 The employee must be voluntarily separated from School District employment or have been subject to separation by layoff or compulsory retirement. Those employees who are discharged for cause, misconduct, inefficiency, incompetence or any other disciplinary reason are not eligible for this severance pay program.
- 13.3 If an employee notifies the Human Resource Department three (3) months in advance of the date of retirement and requests severance pay and if the employee meets the eligibility requirements set forth in 13.2 above, he or she will receive a District contribution to the School District No. 625 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation Pay in an amount equal to \$100 for each day of accrued, unused sick leave, up to 180 days.
- 13.3.1 If an employee notifies the Human Resource Department in less than three (3) months in advance of the date of retirement and requests severance pay and if the employee meets the eligibility requirement set forth above, he or she will receive a District contribution to the School District No. 625 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation Pay in an amount equal to \$85 pay for each day of accrued, unused sick leave up to 211.76 days.
- 13.3.2 If exigent circumstances exist, such as a sudden illness/injury of the employee or immediate family member necessitating immediate retirement, and if the employee meets the eligibility requirements set forth above, he or she will receive a District contribution to the School District No. 625 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation Pay in an amount equal to \$100 pay for each day of accrued, unused sick leave up to 180 days.
- 13.4 The maximum amount of severance pay that any employee may obtain through this 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation Pay is \$18,000.
- 13.5 For the purpose of this 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation Pay, a death of an employee shall be considered as separation of employment and, if the employee would have met all of the requirements set forth above at the time of his or her death, contributions to the 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation Pay shall be made to the employee's estate.
- 13.6 For the purpose of this 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation Pay, a transfer from Independent School District No. 625 employment to City of Saint Paul employment is not considered a separation of employment, and such transferee shall not be eligible for this plan.

ARTICLE 14. INSURANCE BENEFITS

SECTION 1. ACTIVE EMPLOYEE HEALTH INSURANCE

- 1.1 The Employer will continue for the period of this Agreement to provide for active employees such health and life insurance benefits as are provided by Employer at the time of execution of this Agreement.
- 1.2 Eligibility Waiting Period. One (1) full month of continuous regularly appointed service in Independent School District No. 625 will be required before an eligible employee can receive the District contribution to premium cost for health and life insurance provided herein.
- 1.3 Full-Time Status. For the purpose of this Article, full-time employment is defined as appearing on the payroll at least thirty-two (32) hours per week or at least sixty-four (64) hours per pay period, excluding overtime hours.
- 1.4 Half-Time Status. For the purpose of this Article, half-time employment is defined as appearing on the payroll at least twenty (20) hours but less than thirty-two (32) hours per week or at least forty (40) hours but less than sixty-four (64) hours per pay period, excluding overtime hours.
- 1.5 Employer Contribution Amount--Full-Time Employees. Effective January 1, 2008, for each eligible employee covered by this Agreement who is employed full time and who selects employee insurance coverage, the Employer agrees to contribute the cost of such coverage or \$480 per month, whichever is less. For each eligible full-time employee who selects family coverage, the Employer will contribute the cost of such family coverage or \$900 per month, whichever is less.
 - 1.5.1 Effective January 1, 2009, for each eligible employee covered by this Agreement who is employed full time and who selects employee insurance coverage, the Employer agrees to contribute the cost of such coverage or \$500 per month, whichever is less. For each eligible full-time employee who selects family coverage, the Employer will contribute the cost of such family coverage or \$975 per month, whichever is less.
 - 1.5.2 Effective January 1, 2010, for each eligible employee covered by this Agreement who is employed full time and who selects employee insurance coverage, the Employer agrees to contribute the cost of such coverage or \$550 per month, whichever is less. For each eligible full-time employee who selects family coverage, the Employer will contribute the cost of such family coverage or \$1,075 per month, whichever is less.
- 1.6 Employer Contribution Amount--Half-Time Employees. For each eligible employee covered by this Agreement who is employed half time, the Employer agrees to contribute fifty percent (50%) of the amount contributed for full-time employees selecting employee coverage; or for each half-time employee who selects family insurance coverage, the Employer will contribute fifty percent (50%) of the amount contributed for full-time employees selecting family coverage in the same insurance plan.
 - 1.6.1 Notwithstanding Section 1.6 above, employees covered by this Agreement and employed half time prior to January 1, 1986, shall receive the same insurance contributions as a full-time employee. This Section 1.6.1 applies only to employees who were employed half-time during the month of December 1985 and shall continue to apply only as long as such employee remains continuously employed half time.

ARTICLE 14. INSURANCE, Section 1. (continued)

- 1.7 Life Insurance. For each eligible employee, the Employer agrees to provide \$25,000 life insurance coverage. Effective November 1, 2008, for each eligible employee, the Employer agrees to provide \$50,000 life insurance coverage. This amount shall drop to \$5,000 of coverage, in the event of early retirement, until the retiree reaches age 65; then all Employer coverage shall terminate.
- 1.8 Dental Insurance. The Employer will contribute for each eligible employee covered by this Agreement who is employed full-time toward participation in a dental care plan offered by the Employer up to \$35 per month for single coverage. Effective January 1, 2009, the Employer will contribute for each eligible employee covered by this Agreement who is employed full-time toward participation in a dental care plan offered by the Employer up to \$40 per month for single coverage.
- 1.8.1 Employees who wish to enroll in family dental coverage may pay the difference between the cost of family coverage and single coverage.
- 1.9 Long-Term Disability Insurance. The Employer shall provide, for each eligible employee covered by this Agreement who is employed full time, long-term disability insurance.
- 1.10 Flexible Spending Account. It is the intent of the Employer to maintain during the term of this Agreement a plan for medical and child care expense accounts to be available to employees in this bargaining unit who are eligible for Employer-paid premium contribution for health insurance for such expenses, within the established legal regulations and IRS requirements for such accounts.
- 1.11 The contributions indicated in this Article 14 shall be paid to the Employer's group health and welfare plan.
- 1.12 Any cost of any premium for any Employer-offered employee or family insurance coverage in excess of the dollar amounts stated in this Article 14 shall be paid by the employee through payroll deduction.

SECTION 2. RETIREMENT HEALTH INSURANCE

Subd. 1. Benefit Eligibility for Employees who Retire Before Age 65

- 1.1 Employees hired into District service before May 1, 1996, must have completed the following service eligibility requirements with Independent School District No. 625 prior to retirement in order to be eligible for any payment of any insurance premium contribution by the District after retirement:
- A. Be eligible for pension benefits from PERA, St. Paul Teachers Retirement Association or other public employee retiree program at the time of retirement and have severed the employment relationship with Independent School District 625;
 - B. Must be at least fifty-eight (58) years of age and have completed twenty-five (25) years of service, or;
 - C. The combination of their age and their years of service must equal eighty-five (85) or more, or;
 - D. Must have completed at least thirty (30) years of service, or;
 - E. Must have completed at least twenty (20) consecutive years of service within Independent School District No. 625 immediately preceding retirement.

Years of regular service with the City of Saint Paul will continue to be counted toward meeting the service requirement of this Subdivision 1.1 B, C or D, but not for 1.1 E.

ARTICLE 14. INSURANCE, Section 2. (continued)

- 1.2 Employees hired into District service after May 1, 1996, must have completed twenty (20) years of service with Independent School District No. 625. Time with the City of Saint Paul will not be counted toward this twenty (20)-year requirement.
- 1.3 Eligibility requirements for all retirees:
- A. A retiree may not carry his/her spouse as a dependent if such spouse is also an Independent School District No. 625 retiree or Independent School District No. 625 employee and eligible for and is enrolled in the Independent School District No. 625 health insurance program, or in any other Employer-paid health insurance program.
 - B. Additional dependents beyond those designated to the District at the time of retirement may not be added at District expense after retirement.
 - C. The employee must make application through District procedures prior to the date of retirement in order to be eligible for any benefits provided in this Section.
 - D. Employees terminated for cause will not be eligible for employer contributions toward insurance premiums for pre-age 65 or post-age 65 coverage. At the Employer's discretion, the Employer may consider an employee's voluntary resignation in lieu of termination. If a termination is contested, ineligibility for benefits will not occur, unless a neutral third party upholds the termination.

Subd. 2. Employer Contribution Levels for Employees Retiring Before Age Sixty-Five

2.1 Health Insurance Employer Contribution

Employees who meet the requirements in Subd. 1 or Subd. 2 will receive a District contribution toward health insurance until the employee reaches sixty-five (65) years of age as defined in this subdivision.

- 2.1.1 The District contribution toward health insurance premiums will equal the same dollar amount the District contributed for single or family coverage to the carrier in the employee's last month of active employment.
- 2.1.2 In the event the District changes health insurance carriers, it will have no impact on the District contribution for such coverage.
- 2.1.3 Any employee who is receiving family coverage premium contribution at date of retirement and later changes to single coverage will receive the dollar contribution to single coverage that was provided in the contract under which the retirement became effective.

2.2 Life Insurance Employer Contribution

The District will provide for early retirees who qualify under the conditions of 1.1 or 1.2 above, premium contributions for eligible retirees for \$5,000 of life insurance only until their sixty-fifth (65th) birthday. No life insurance will be provided, or premium contributions paid, for any retiree age sixty-five (65) or over.

ARTICLE 14. INSURANCE, Section 2. (continued)

Subd. 3. Benefit Eligibility for Employees After Age Sixty-Five (65)

- 3.1 Employees hired into the District before May 1, 1996, who retired before age sixty-five (65) and are receiving benefits per Subd. 2 above are eligible, upon reaching age sixty-five (65), for employer premium contributions for health insurance described in Subd. 4 of this Article.
- 3.2 Employees hired into the District before May 1, 1996, who retire at age sixty-five (65) or older must have completed the eligibility requirements in Subd. 1 above or the following eligibility requirements to receive District contributions toward post-age-sixty-five (65) health insurance premiums:
- A. Employees hired before January 1, 1990, must have completed at least ten (10) years of continuous employment with the District. For such employees or early retirees who have not completed at least ten (10) years of service with the District at the time of their retirement, the Employer will discontinue providing any health insurance contributions upon their retirement or, in the case of early retirees, upon their reaching age sixty-five (65).
 - B. Employees hired on or after January 1, 1990 and prior to May 1, 1996, must have completed twenty (20) years of continuous employment with the District. For such employees or early retirees who have not completed at least twenty (20) years of service with the District at the time of their retirement, the Employer will discontinue providing any health insurance contributions upon their retirement or, in the case of early retirees, upon their reaching age sixty-five (65).

Years of certified civil service time with the City of Saint Paul earned prior to May 1, 1996, will continue to be counted toward meeting the District's service requirement of this Subd. 3. Civil service time worked with City of Saint Paul after May 1, 1996, will be considered a break in District employment.

- 3.3 Employees hired on or after May 1, 1996, shall not have or acquire in any way any eligibility for Employer-paid health insurance premium contribution for coverage in retirement at age sixty-five (65) and over in Subd. 4. Employees hired on or after May 1, 1996, shall be eligible for only early retirement insurance premium contributions as provided in Subd. 2 and Deferred Compensation match in Subd. 5.

Subd. 4. Employer Contribution Levels for Retirees After Age Sixty-Five (65)

- 4.1 Employees hired into the District before May 1, 1996, and who meet the eligibility requirements in Subdivisions 3.1 or 3.2 of this Article are eligible for premium contributions for a Medicare Supplement health coverage policy selected by the District. Premium contributions for such policy will not exceed:

<u>Coverage Type</u>	<u>Single</u>	<u>Family</u>
Medicare Eligible	\$300 per month	\$400 per month
Non-Medicare Eligible	\$400 per month	\$500 per month

At no time shall any payment in any amount be made directly to the retiree.

Any premium cost in excess of the maximum contributions specified must be paid directly and in full by the retiree, or coverage will be discontinued.

ARTICLE 14. INSURANCE, Section 2. (continued)

Subd. 5. Employees hired after May 1, 1996, after completion of three (3) full years of consecutive active service in Independent School District No. 625, are eligible to participate in an employer matched Minnesota Deferred Compensation Plan or District-approved 403(b) plan. Upon reaching eligibility, the District will match up to \$60 per paycheck up to \$600 per year of consecutive active service, up to a cumulative lifetime maximum of \$12,500. Part-time employees working half-time or more will be eligible for up to one half (50%) of the available District match. Approved non-compensatory leave shall not be counted in reaching the three (3) full years of consecutive active service, and shall not be considered a break in service. Time worked in the City of Saint Paul will not be counted toward this three (3)-year requirement.

5.1 Effective January 1, 2009, employees hired after May 1, 1996, are eligible to participate in an employer matched Minnesota Deferred Compensation Plan or District approved 403(b) plan. The District will match up to \$1,000 per year of consecutive active service. Part-time employees working half-time or more will be eligible for up to one half (50%) of the available District match.

Federal and state rules governing participation in the Minnesota Deferred Compensation Plan or District-approved 403(b) plan shall apply. The employee, not the District, is solely responsible for determining his/her total maximum allowable annual contribution amount under IRS regulations. The employee must initiate an application to participate through the District's specified procedures.

ARTICLE 15. PROBATION

15.1 General Principles. This Article is effective for appointments made on or after July 1, 2002. Extended absences of any kind (paid or unpaid) lasting one (1) week or more in duration may be excluded when calculating time toward the completion of any probationary period.

15.1.1 If a District employee who is covered by this Agreement transfers to a position in the City of Saint Paul, that employee will have the right to return to his/her former position or to a position to which the employee may have been transferred or assigned prior to the new assignment, during or immediately at the conclusion of that probationary period, if the employee fails probation in the City position.

15.2 Original Employment Probation. A new employee shall serve a twelve (12)-month probationary period following regular appointment from an eligible list to a position covered by this Agreement. For the purpose of this Article, twelve (12) months shall mean twelve (12) calendar months, including non-work months. At any time during this original probationary period, the employee may be suspended, disciplined or discharged at the discretion of the Employer, and without recourse to the grievance procedure. If an employee is laid off or terminated during the probationary period, but without receiving an unsatisfactory rating and is subsequently rehired into the same title within two years of the layoff or termination, the total probation period shall not exceed the original 12 month requirement.

15.3 Promotional Probation. An employee newly promoted to a position covered by this Agreement shall remain on promotional probation for a period of six (6) months. Six (6) months shall mean six (6) full-time equivalent months (1,040 hours on the payroll). The calculation for time on probation will exclude any unpaid breaks not worked by the employee. At any time during this probationary period, the employee may be returned to the employee's previous position or to a position to which the employee may have been transferred or assigned prior to the promotion, at the discretion of the Employer, and without recourse to the grievance procedure.

ARTICLE 16. SENIORITY

- 16.1 Seniority, for the purpose of this Agreement, shall be defined as follows: The length of continuous, regular, and probationary service with the Employer from the date an employee was first certified and appointed to a class title covered by this Agreement, it being further understood that seniority is confined to the current class assignment held by an employee. In cases where two or more employees are appointed to the same class title on the same date, the seniority shall be determined by employee's rank on the eligible list from which certification was made.
- 16.2 Seniority shall terminate when an employee retires, resigns or is discharged.
- 16.3 In the event it is determined by the Employer that it is necessary to reduce the workforce, employees will be laid off by class title within each department based on inverse length of seniority as defined above. However, when layoff occurs in any of the titles listed below under Column A, layoff shall be based on inverse length of total seniority in all titles listed on the corresponding line under Column B.

The Human Resource Department will identify such least senior employee in the department reducing positions, and shall notify said employee of his/her reduction from the department. If there are any vacancies in any of the titles under Column B on which seniority was based, in any other District department, the Human Resource Department shall place the affected employee in such vacancy. If two or more vacant positions are available, the Human Resource Department shall decide which vacant positions the affected employee shall fill. If no vacancy exists in such titles, then the least senior District employee in such titles shall be identified, and if the employee affected by the original departmental reduction is more senior, he/she shall have the right to claim that position and the least senior District employee in such titles shall be the employee laid off. For the purposes of this Article, the Board of Education is not included as a City department nor is a Board of Education employee included as a City employee.

Column A

Column B

Clerk I BOE

Clerk I BOE, Clerk II BOE

Clerk II BOE

Clerk I BOE, Clerk II BOE

Clerk-Typist I BOE

Clerk-Typist I BOE, Clerk-Typist II BOE

Clerk-Typist II BOE

Clerk-Typist II BOE, Clerk-Typist I BOE

Data Entry Operator I BOE

Data Entry Operator I BOE
Data Entry Operator II BOE

- 16.4 In cases where there are promotional series, such as Technician I, II, III, etc., when the number of employees in these higher titles is to be reduced, employees who have held lower titles which are in this bargaining unit will be offered reductions to the highest of these titles to which class seniority would keep them from being laid off, before layoffs are made by any class title in any department.

ARTICLE 16. SENIORITY (continued)

- 16.5 In cases where an employee to be laid off has held no regular appointment in a lower title in the same promotional series as his/her current title, that employee will be offered a reduction to the title within the bargaining unit to which he/she was regularly appointed immediately prior to his/her current title, so long as there is either a vacancy or, if no vacancy exists, a less senior employee in such title may be displaced. In cases where an employee to be laid off has held no regular appointment to any titles immediately prior to his/her current title, said employee shall be laid off. The employee reducing into a title formerly held must satisfactorily complete a six (6)-month probationary period in such title.

If the probationary period is not satisfactory, the employee shall, at any time during the probationary period, be reinstated to his/her former title and shall be laid off, but such employee's name will be placed on the reinstatement register in his/her former title and "bumping" rights herein shall not again apply to such employee.

This procedure will be followed by the Board of Education for Board of Education employees. City employees being reduced or laid off may not displace Board of Education employees. Board of Education employees being reduced or laid off may not displace City employees.

- 16.6 It is understood that such employees will pick up their former seniority date in any class of positions that they previously held.
- 16.7 Recall from layoff shall be in inverse order of layoff, except that recall rights shall expire after two years of layoff.

ARTICLE 17. DISCIPLINE

- 17.1 Discipline will be administered for just cause only. Discipline will be in the form of the following actions. Such actions may be taken in an order different from that listed here, based on the specific employee action.
- 17.1.1 Oral reprimand;
 - 17.1.2 Written reprimand;
 - 17.1.3 Suspension;
 - 17.1.4 Reduction;
 - 17.1.5 Discharge.
- 17.2 Any written reprimand made concerning any member of this bargaining unit which is filed with the Human Resource Department or within any Employer department, shall be shown to the member before it is placed on file. Before the reprimand is placed on file, the Employer shall request from the employee an acknowledgment, in writing, that the reprimand has been read by said employee.
- 17.3 Suspensions, reductions, and discharges will be in written form.
- 17.4 Employees and the Union will receive copies of written reprimands and notices of suspension and discharge.
- 17.5 Employees may examine all information in their Employer personnel files that concerns work evaluations, commendations and/or disciplinary actions. Files may be examined at reasonable times under the direct supervision of the Employer.
- 17.6 Preliminary review. Prior to issuing a disciplinary action of unpaid suspension, demotion, or discharge, the supervisor will make a recommendation to his/her supervisor regarding proposed discipline. That supervisor will then offer to meet with the employee prior to making a final determination of the proposed discipline. The employee shall have the opportunity to have Union representation present and be provided the opportunity to speak on his/her behalf regarding the proposed action. If the employee is unable to meet with the supervisor, the employee will be given the opportunity to respond in writing.
- 17.7 An employee to be questioned concerning an investigation of disciplinary action shall have the right to request that a Union representative be present.
- 17.8 A grievance relating to this Article shall be processed in accordance with the grievance procedure in Article 19 of this Agreement. This provision is not intended to abrogate rights of veterans pursuant to statute.

ARTICLE 18. EMPLOYEE RECORDS

- 18.1 Any written reprimand made concerning any member of this bargaining unit which is filed with the Human Resource Department or within any Employer department, shall be shown to the member before it is placed on file. Before the reprimand is placed on file, the Employer shall request from the employee an acknowledgment, in writing, that the reprimand has been read by said employee.
- 18.2 Any member of the bargaining unit may, during usual working hours, with the approval of the supervisor, review any material placed in the employee's personnel file, after first giving proper notice to the supervisor in custody of such file.

ARTICLE 19. GRIEVANCE PROCEDURE

- 19.1 The Employer shall recognize stewards selected in accordance with Union rules and regulations as the grievance representative of the bargaining unit. The Union shall notify the Employer in writing of the names of the stewards and of their successors when so named.
- 19.2 It is recognized and accepted by the Employer and the Union that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during working hours only when consistent with such employee duties and responsibilities. The steward involved and a grieving employee shall suffer no loss in pay when a grievance is processed during working hours, provided the steward and the employee have notified and received the approval of their supervisor to be absent to process a grievance and that such absence would not be detrimental to the work programs of the Employer.
- 19.3 The procedure established by this Article shall be the sole and exclusive procedure, except for the appeal of disciplinary action as provided by Article 17, for the processing of grievances, which are defined as an alleged violation of the terms and conditions of this Agreement.
- 19.4 Grievance shall be resolved in conformance with the following procedure:
- Step 1. Upon the occurrence of an alleged violation of this Agreement, the employee involved with or without the steward shall attempt to resolve the matter on an informal basis with the employee's supervisor. If the matter is not resolved to the employee's satisfaction by the informal discussion, it may be reduced to writing and referred to Step 2 by the Union. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the alleged section(s) of the Agreement violated, and relief requested. Any alleged violation of the Agreement not reduced to writing by the Union within fifteen (15) workdays of the first occurrence of the event giving rise to the grievance shall be considered waived.
- Step 2. Within ten (10) workdays after receiving the written grievance, a designated Employer supervisor shall meet with the Union steward and attempt to resolve the grievance. If, as a result of this meeting, the grievance remains unresolved, the Employer shall reply in writing to the Union within five (5) workdays following this meeting. The Union may refer the grievance in writing to Step 3 within ten (10) workdays following receipt of the Employer's written answer. Any grievance not referred in writing by the Union within ten (10) workdays following receipt of the Employer's answer shall be considered waived.
- Step 3. Within ten (10) workdays following receipt of a grievance referred from Step 2, a designated Employer supervisor shall meet with the Union Business Manager or his/her designated representative, the Employee, and the steward, and attempt to resolve the grievance. Within ten (10) workdays following this meeting, the Employer shall reply in writing to the Union, stating the Employer's answer concerning the grievance. If, as a result of the written response, the grievance remains unresolved, the Union may refer the grievance to Step 4. Any grievance not referred in writing by the Union to Step 4 within ten (10) workdays following receipt of the Employer's answer shall be considered waived.

ARTICLE 19. GRIEVANCE PROCEDURE (continued)

- Step 4. If the grievance remains unresolved, the Union may within ten (10) workdays after the response of the Employer in Step 3, by written notice to the Employer request arbitration of the grievance. The arbitration proceedings shall be conducted by an arbitrator to be selected by mutual agreement of the Employer and the Union within ten (10) workdays after notice has been given. If the parties fail to mutually agree upon an arbitrator within the said ten (10)-day period, either party may request the Bureau of Mediation Services to submit a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The Union shall strike the first (1st) name; the Employer shall then strike one (1) name. The process will be repeated and the remaining person shall be the arbitrator.
- 19.5 The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue submitted in writing by the Employer and the Union and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the Employer, the Union, and the employees.
- 19.6 The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record.
- 19.7 The time limits in each step of this procedure may be extended by mutual agreement of the Employer and the Union.
- 19.8 It is understood by the Union and the Employer that if an issue is determined by this grievance procedure, it shall not again be submitted for determination in another forum. If an issue is determined by any other forum, it shall not again be submitted for arbitration under this grievance procedure. This provision is not intended to abrogate rights under state or federal statutes.
- 19.8.1 Notwithstanding that portion of Article 27.2 referring to laws of the City of Saint Paul, no issue regarding actions taken under this Agreement shall be submitted to the Civil Service Commission, except as permitted in Article 17.8, for persons covered by veterans preference.
- 19.9 The District agrees that the exclusive representative shall be copied on all disciplinary actions.

ARTICLE 20. TEMPORARY EMPLOYEES

- 20.1 It is recognized that temporary employees are within the unit covered by this Agreement, however, except as specifically provided by this Agreement, temporary employees shall not have or acquire any rights or benefits other than specifically provided by the provisions of the Civil Service Rules and/or the Saint Paul Salary Plan and Rates of Compensation.

In cases of temporary work, appointment officers may fill a vacant position with a temporary employee. The appointing officer must indicate in making such a request that such employment is in fact temporary. No person shall serve as a temporary employee and no position shall be filled by a temporary employee for more than 1,040 working hours in any fiscal year unless the Human Resources Director approves such extension prior to the use of the full 1,040 hours, such extension not to exceed an additional 1,040 hours.

Persons on appropriate eligible lists shall be given, at the discretion of the Human Resources Director, preference in temporary appointment, and their names shall remain on all eligible lists for regular employment.

The Human Resources Director may alter the number of working days permitted upon determination that market conditions warrant an adjustment.

Whenever discretionary changes are made in accordance with this section by the Human Resources Director, the effective date of the action shall be preceded by a twenty day public notice period. This period shall be initiated by notice to the recognized bargaining unit for the title affected and the affected departments.

ARTICLE 21. BULLETIN BOARDS

- 21.1 The Employer shall provide reasonable bulletin space for use by the Union in posting notices of Union business and activities. Said bulletin board space shall not be used by the Union for political purposes other than Union elections. Use of this bulletin board is subject to approval of the department head.

ARTICLE 22. VACANCIES

- 22.1 The Human Resource Department will post notices of job vacancies on the Saint Paul Public Schools World Wide Web page for at least five (5) working days before filling the vacancy so that qualified District employees who hold the title may apply for consideration.
- 22.2 For the purpose of this Article, a vacancy need not be posted if it is to be filled by a current employee to avoid a layoff.
- 22.3 For the purpose of this Article, a vacancy need not be posted if it is to be filled through reinstatement of a laid-off School District employee covered by this Agreement with recall rights to the vacancy.

ARTICLE 23. NON-DISCRIMINATION

- 23.1 The terms and conditions of this Agreement will be applied to employees equally without regard to or discrimination for or against any individual because of race, color, creed, sex, age or because of membership or non-membership in the Union.
- 23.2 Employees will perform their duties and responsibilities in a non-discriminatory manner as such duties and responsibilities involve other employees and the general public.

ARTICLE 24. NO STRIKE, NO LOCKOUT

- 24.1 Neither the Union, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction or support any strike, or the withholding in whole or in part of the full performance of their duties during the life of this Agreement, except as specifically allowed by the Public Employment Labor Relations Act. In the event of a violation of this Article, the Employer will warn employees of the consequences of their action and shall instruct them to immediately return to their normal duties. Any employee who fails to return to his/her full duties within twenty-four (24) hours of such warning may be subject to the penalties provided in the Public Employment Labor Relations Act.
- 24.2 No lockout, or refusal to allow employees to perform available work, shall be instituted by the Employer and/or its appointing authorities during the life of this Agreement.

ARTICLE 25. LEGAL SERVICES

- 25.1 Except in cases of malfeasance in office or willful or wanton neglect of duty, the Employer shall defend, save harmless, and indemnify employee against tort claim or demand, whether groundless or otherwise, arising out of alleged acts or omission occurring in the performance or scope of the employee's duties.
- 25.2 Notwithstanding 25.1, the Employer shall not be responsible for paying any legal service fee or for providing any legal service arising from any legal action where the employee is the plaintiff.

ARTICLE 26. SAFETY SHOES/PHYSICAL EXAMINATIONS

- 26.1 Accident and injury-free operations shall be the goal of the Employer and all employees.
- To this end, the Employer shall from time to time issue rules or notices to employees regarding on-the-job safety requirements. Any employee violating such rules or notices shall be subject to disciplinary action. No employee may be discharged for refusing to work under unsafe conditions.
- 26.2 Such safety equipment as required by governmental regulation shall be provided without cost to the employee. At the Employer's option, the employees may be required to sign for safety equipment and shall be obligated to return same upon discharge, layoff, quit or other termination in comparable condition as when issued, providing reasonable wear and tear. The Employer shall have the right to withhold the cost of such safety equipment if not returned.

ARTICLE 26. SAFETY SHOES/PHYSICAL EXAMINATIONS (continued)

- 26.3 The Employer agrees to pay two hundred dollars (\$200) over the term of this agreement toward the purchase or repair of safety shoes for an employee who is a member of this unit. Preauthorization is required prior to the purchase of safety shoes. Employees must contact the Facility Planning Office to obtain preauthorization for safety shoes. This contribution to be made by the Employer shall apply only to those employees who are required to wear protective shoes or boots by the Employer
- 26.4 The Employer will cover the cost of physical exams required by the Department of Transportation's Federal Regulations for employees who continue to hold proper CDL certification as a bus driver. In addition, the employer agrees to cover the cost of maintaining CDL licensure only for employees who are not normally required by the district to hold such licensure and who have only agreed to maintain their CDL at the district's request in order to provide flexibility and service to the district as needed.

ARTICLE 27. TERMS OF AGREEMENT

27.1 Complete Agreement and Waiver of Bargaining. This Agreement shall represent the complete Agreement between the Union and the Employer. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

27.1.1 Pay Equity - Possible Re-Opener. If, during the term of this Agreement, the District is found out of compliance with Pay Equity requirements by the Minnesota Department of Employee Relations (DOER), and if the finding of non-compliance indicates that American Federation of State, County, and Municipal Employees' classes which are female-dominated and described by DOER as under-compensated are a specific contributing cause of the non-compliance judgment, and if the non-compliance judgment stands after the completion of any and all appeal processes, then the District and the Union will re-open the contract for the sole purpose of negotiations limited to efforts to address the specific compliance problems in a manner designed by the parties to move toward compliance.

The Union and the District acknowledge that no right to strike is derived from any outcome of the negotiations or lack of agreement during this re-opener, should it be necessary to re-open.

ARTICLE 27. TERMS OF AGREEMENT (continued)

- 27.2 Savings Clause. This Agreement is subject to the laws of the United States, the State of Minnesota, and the City of Saint Paul. In the event any provision of this Agreement shall hold to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions shall continue in full force and effect.
- 27.3 Term of Agreement. This Agreement shall be in full force and effect from July 1, 2008, through June 30, 2010, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by June 1 that it desires to modify or terminate this Agreement.
- 27.4 This constitutes a tentative Agreement between the parties which will be recommended by the Negotiations/Employee Relations Manager, but is subject to the approval of the Board of Education and is also subject to ratification by Local Union No. 844.

WITNESSES:

INDEPENDENT SCHOOL DISTRICT
NO. 625

LOCAL UNION 844, DISTRICT COUNCIL 5
OF THE AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL
EMPLOYEES, AFL-CIO

Chair, Board of Education

President, Local 844

Negotiations/Employee Relations Manager

Business Representative

Negotiations/Employee Relations
Assistant Manager

Date

Date

APPENDICES A, B AND C

APPENDIX A: SALARY SCHEDULES

APPENDIX B: TITLES AND GRADES

APPENDIX C: STANDARD RANGES

APPENDIX A: TITLES AND WAGES

Clerical and Technical Employees

All Titles are Board of Education Titles and Unique from City of Saint Paul Titles

Yr of Service	Start	1	2	3	4	5	10	15
Step	1	2	3	4	5	6	7	8
Grade 9								
Clerk 1 BOE								
Clerk 1 BOE (Bilingual)								
Service Worker II BOE								
6-21-08	11.56	12.37	12.78	13.28	13.66	14.72	15.15	16.01
7-4-09	11.79	12.62	13.04	13.55	13.93	15.01	15.45	16.33
Grade 10								
Clerk-Typist 1 BOE								
Clerk-Typist 1 BOE (Bilingual)								
6-21-08	11.81	12.59	13.04	13.45	13.86	14.91	15.36	16.23
7-4-09	12.05	12.84	13.30	13.72	14.14	15.21	15.67	16.55
Grade 12								
Data Entry Operator 1 BOE								
6-21-08	12.27	13.17	13.64	14.13	14.55	15.67	16.14	17.05
7-4-09	12.52	13.43	13.91	14.41	14.84	15.98	16.46	17.39
Grade 13								
Mail Clerk BOE								
6-21-08	12.51	13.42	13.90	14.45	14.89	16.02	16.51	17.43
7-4-09	12.76	13.69	14.18	14.74	15.19	16.34	16.84	17.78
Grade 14								
Clerk 2 BOE								
6-21-08	12.78	13.72	14.25	14.77	15.22	16.37	16.87	17.80
7-4-09	13.04	13.99	14.54	15.07	15.52	16.70	17.21	18.16
Grade 15								
Order Distribution Assistant BOE								
6-21-08	13.04	13.95	14.52	15.14	15.58	16.76	17.27	18.23
7-4-09	13.30	14.23	14.81	15.44	15.89	17.10	17.62	18.59
Grade 16								
Data Entry Operator 2 BOE								
6-21-08	13.33	14.35	14.91	15.56	16.02	17.24	17.76	18.73
7-4-09	13.60	14.64	15.21	15.87	16.34	17.58	18.12	19.10
Grade 17								
Clerk-Typist 2 BOE								
Clerk-Typist 2 BOE (Bilingual)								
Receptionist BOE								
Student Placement Clerk BOE								
Student Placement Clerk (Bilingual) BOE								
6-21-08	13.64	14.69	15.26	15.94	16.42	17.65	18.18	19.21
7-4-09	13.91	14.98	15.57	16.26	16.75	18.00	18.54	19.59

APPENDIX A: TITLES AND WAGES (continued)

Yr of Service	Start	1	2	3	4	5	10	15
Step	1	2	3	4	5	6	7	8
Grade 19								
Accounting Clerk 1 BOE								
Receptionist/Security Assistant BOE								
Security Monitor BOE								
6-21-08	14.25	15.39	16.08	16.80	17.30	18.61	19.17	20.21
7-4-09	14.54	15.70	16.40	17.14	17.65	18.98	19.55	20.61
Grade 20								
Clerk 3 BOE								
Community Education Clerk-Typist BOE								
6-21-08	14.55	15.85	16.53	17.27	17.79	19.14	19.71	20.77
7-4-09	14.84	16.17	16.86	17.62	18.15	19.52	20.10	21.19
Grade 22								
Business Clerk BOE								
Clerk-Typist 3 BOE								
Clerk-Typist 3 BOE (Bilingual)								
Data Entry Operator 3 BOE								
Duplicating Equipment Operator BOE								
Payroll Clerk 1 BOE								
Student Data Clerk 3								
Security Monitor 2 BOE								
Storeroom Assistant BOE								
Substitute School Clerk BOE								
6-21-08	15.26	16.64	17.46	18.23	18.77	20.20	20.81	21.93
7-4-09	15.57	16.97	17.81	18.59	19.15	20.60	21.23	22.37
Grade 24								
Accounting Clerk 2 BOE								
Child Development Technician BOE								
Technical User Support 1 BOE								
6-21-08	16.12	17.55	18.35	19.21	19.78	21.29	21.94	23.10
7-4-09	16.44	17.90	18.72	19.59	20.18	21.72	22.38	23.56
Grade 25								
Occupational Therapy Assistant BOE								
Physical Therapy Assistant BOE								
Risk Management Clerk BOE								
6-21-08	16.51	18.01	18.79	19.59	20.18	21.71	22.37	23.56
7-4-09	16.84	18.37	19.17	19.98	20.58	22.14	22.82	24.03

APPENDIX A: TITLES AND WAGES (continued)

Yr of Service	Start	1	2	3	4	5	10	15
Step	1	2	3	4	5	6	7	8
Grade 26								
Nutrition Program Clerk BOE								
Nutrition Services Reporting Clerk BOE								
Student Information Systems Assistant BOE								
6-21-08	16.97	18.53	19.37	20.24	20.84	22.41	23.09	24.31
7-4-09	17.31	18.90	19.76	20.64	21.26	22.86	23.55	24.80
Grade 27								
Accounts Payable Technician BOE								
Clerk 4 BOE								
Elementary School Clerk BOE								
Furniture Processor BOE								
Middle Level School Clerk BOE								
Payroll Clerk 2 BOE								
Storekeeper BOE								
Student Data Clerk 4 BOE								
Student Wellness Clerk BOE								
6-21-08	16.97	18.59	19.45	20.37	20.98	22.59	23.27	24.50
7-4-09	17.31	18.96	19.84	20.78	21.40	23.04	23.74	24.99
Grade 29								
Duplicating Equipment Operator Supervisor BOE								
Lead Distribution Clerk BOE								
6-21-08	17.88	19.59	20.53	21.46	22.12	23.79	24.50	25.80
7-4-09	18.24	19.98	20.94	21.89	22.56	24.27	24.99	26.32
Grade 30								
Accounting Technician I BOE								
Instructional Media Clerk BOE								
Instructional Media Technician BOE								
Nutrition Services Lead Clerk BOE								
Procurement Specialist 1 BOE								
Secretary BOE								
Secretary-Bilingual BOE								
Senior High School Clerical Services Supervisor BOE								
6-21-08	18.40	20.10	21.11	22.07	22.74	24.45	25.19	26.52
7-4-09	18.77	20.50	21.53	22.51	23.19	24.94	25.69	27.05
Grade 32								
Information Systems Technician BOE								
Procurement Specialist 2 BOE								
Administrative Secretary BOE								
6-21-08	19.43	21.27	22.27	23.32	24.00	25.82	26.60	28.00
7-4-09	19.82	21.70	22.72	23.79	24.48	26.34	27.13	28.56

APPENDIX A: TITLES AND WAGES (continued)

Yr of Service	Start	1	2	3	4	5	10	15
Step	1	2	3	4	5	6	7	8
Grade 33								
Payroll Systems Supervisor BOE								
Technical User Support 2 BOE								
Transportation Coordinator 1 BOE								
6-21-08	19.96	21.88	22.89	23.96	24.68	26.56	27.36	28.77
7-4-09	20.36	22.32	23.35	24.44	25.17	27.09	27.91	29.35
Grade 34								
Accounting Technician 2 BOE								
6-21-08	20.53	22.48	23.50	24.61	25.36	27.28	28.10	29.55
7-4-09	20.94	22.93	23.97	25.10	25.87	27.83	28.66	30.14
Grade 35								
Traffic Operations Coordinator BOE								
6-21-08	21.11	23.09	24.21	25.33	26.08	28.06	28.91	30.40
7-4-09	21.53	23.55	24.69	25.84	26.60	28.62	29.49	31.01
Grade 36								
Accounting and Systems Technician BOE								
Disbursement Auditing Supervisor BOE								
Network Technician 1 BOE								
6-21-08	21.70	23.76	24.89	26.09	26.89	28.92	29.79	31.31
7-4-09	22.13	24.24	25.39	26.61	27.43	29.50	30.39	31.94
Grade 37								
Transportation Coordinator 2 BOE								
6-21-08	22.29	24.42	25.56	26.78	27.58	29.69	30.57	32.13
7-4-09	22.74	24.91	26.07	27.32	28.13	30.28	31.18	32.77
Grade 38								
Accounting Technician 3 BOE								
6-21-08	22.94	25.12	26.32	27.53	28.36	30.51	31.44	33.03
7-4-09	23.40	25.62	26.85	28.08	28.93	31.12	32.07	33.69
Grade 40								
Accounting & Systems Technician 2 BOE								
Applications Systems Programmer/Analyst BOE								
Network Technician 2 BOE								
6-21-08	24.30	26.58	27.82	29.16	30.05	32.33	33.30	34.97
7-4-09	24.79	27.11	28.38	29.74	30.65	32.98	33.97	35.67
Grade 42								
Accounting Technician 4 BOE								
6-21-08	25.63	28.13	29.47	30.83	31.76	34.20	35.22	36.98
7-4-09	26.14	28.69	30.06	31.45	32.40	34.88	35.92	37.72

APPENDIX A: TITLES AND WAGES (continued)

Clerical and Technical Employees

Schedules for Hourly Titles

Distribution Worker BOE

Yr of Service	Start	1	5	15
Step	1	2	3	4
6-21-08	20.69	21.40	21.93	22.37
7-4-09	21.10	21.83	22.37	22.82

APPENDIX B

BOARD OF EDUCATION CLERICAL TITLES AND GRADES

<u>Grade</u>	<u>Title</u>	<u>Grade</u>	<u>Title</u>
19	Accounting Clerk 1 BOE	26	Nutrition Program Clerk BOE
24	Accounting Clerk 2 BOE	30	Nutrition Services Lead Clerk BOE
32	Administrative Secretary BOE	26	Nutrition Services Reporting Clerk BOE
22	Business Clerk BOE	15	Order Distribution Assistant BOE
9	Clerk 1 BOE	22	Payroll Clerk 1 BOE
9	Clerk 1 (Bilingual) BOE	27	Payroll Clerk 2 BOE
14	Clerk 2 BOE	33	Payroll Systems Supervisor BOE
20	Clerk 3 BOE	30	Procurement Specialist 1 BOE
27	Clerk 4 BOE	32	Procurement Specialist 2 BOE
10	Clerk-Typist 1 BOE	17	Receptionist BOE
10	Clerk-Typist 1 (Bilingual) BOE	19	Receptionist/Security Assistant BOE
17	Clerk-Typist 2 BOE	25	Risk Management Clerk BOE
17	Clerk-Typist 2 (Bilingual) BOE	30	Secretary BOE
22	Clerk-Typist 3 BOE	30	Secretary (Bilingual) BOE
22	Clerk-Typist 3 (Bilingual) BOE	19	Security Monitor BOE
20	Community Educ. Clerk Typist BOE	22	Security Monitor 2 BOE
12	Data Entry Operator 1 BOE	30	Sr. High School Clerical Services Supv. BOE
16	Data Entry Operator 2 BOE	9	Service Worker 2 BOE
22	Data Entry Operator 3 BOE	27	Storekeeper BOE
36	Disbursement Auditing Supervisor BOE	22	Storeroom Assistant BOE
Hourly	Distribution Worker BOE	22	Student Data Clerk 3 BOE
22	Duplicating Equip. Operator BOE	27	Student Data Clerk 4 BOE
29	Duplicating Equip. Operator Supv. BOE	17	Student Placement Clerk BOE
27	Elementary School Clerk BOE	17	Student Placement Clerk (Bilingual) BOE
27	Furniture Processor BOE	27	Student Wellness Clerk BOE
30	Instructional Media Clerk BOE	22	Substitute School Clerk BOE
29	Lead Distribution Clerk BOE	35	Traffic Operations Coordinator BOE
13	Mail Clerk BOE	33	Transportation Coordinator 1 BOE
27	Middle Level School Clerk BOE	37	Transportation Coordinator 2 BOE

BOARD OF EDUCATION TECHNICAL TITLES AND GRADES

36	Accounting & Systems Technician BOE	32	Information Systems Technician BOE
40	Accounting & Systems Technician 2 BOE	30	Instructional Media Technician BOE
30	Accounting Technician 1 BOE	36	Network Technician 1 BOE
34	Accounting Technician 2 BOE	40	Network Technician 2 BOE
38	Accounting Technician 3 BOE	25	Occupational Therapy Assistant BOE
42	Accounting Technician 4 BOE	25	Physical Therapist Assistant BOE
27	Accounts Payable Technician BOE	26	Student Information Systems Assistant BOE
40	Applications Sys. Prog./Analyst BOE	24	Technical User Support 1 BOE
24	Child Development Technician BOE	33	Technical User Support 2 BOE

APPENDIX C: CLERICAL AND TECHNICAL STANDARD RANGES

JUNE 21, 2008

Yr of Service	0	1	2	3	4	5	10	15
Step	1	2	3	4	5	6	7	8
Lane/Grade 1	9.91	10.54	10.94	11.27	11.61	12.49	12.86	13.62
2	10.12	10.77	11.08	11.48	11.81	12.72	13.10	13.87
3	10.32	10.98	11.33	11.74	12.09	13.01	13.41	14.18
4	10.48	10.61	11.56	11.94	12.30	13.23	13.63	14.44
5	10.67	11.39	11.81	12.20	12.58	13.52	13.93	14.76
6	10.88	11.62	12.00	12.41	12.78	13.76	14.16	14.99
7	11.08	11.84	12.27	12.69	13.08	14.07	14.48	15.33
8	11.33	12.09	12.51	12.98	13.38	14.40	14.82	15.68
9	11.56	12.37	12.78	13.28	13.66	14.72	15.15	16.01
10	11.81	12.59	13.04	13.45	13.86	14.91	15.36	16.23
11	12.00	12.86	13.31	13.79	14.20	15.27	15.73	16.63
12	12.27	13.17	13.64	14.13	14.55	15.67	16.14	17.05
13	12.51	13.42	13.90	14.45	14.89	16.02	16.51	17.43
14	12.78	13.72	14.25	14.77	15.22	16.37	16.87	17.80
15	13.04	13.95	14.52	15.14	15.58	16.76	17.27	18.23
16	13.33	14.35	14.91	15.56	16.02	17.24	17.76	18.73
17	13.64	14.69	15.26	15.94	16.42	17.65	18.18	19.21
18	13.90	15.08	15.70	16.35	16.85	18.13	18.67	19.71
19	14.25	15.39	16.08	16.80	17.30	18.61	19.17	20.21
20	14.55	15.85	16.53	17.27	17.79	19.14	19.71	20.77
21	14.91	16.21	16.92	17.70	18.23	19.63	20.21	21.30
22	15.26	16.64	17.46	18.23	18.77	20.20	20.81	21.93
23	15.70	17.10	17.85	18.67	19.22	20.69	21.30	22.45
24	16.12	17.55	18.35	19.21	19.78	21.29	21.94	23.10
25	16.51	18.01	18.79	19.59	20.18	21.71	22.37	23.56
26	16.97	18.53	19.37	20.24	20.84	22.41	23.09	24.31
27	16.97	18.59	19.45	20.37	20.98	22.59	23.27	24.50
28	17.46	19.03	19.94	20.81	21.43	23.07	23.76	25.06
29	17.88	19.59	20.53	21.46	22.12	23.79	24.50	25.80
30	18.40	20.10	21.11	22.07	22.74	24.45	25.19	26.52
31	18.90	20.68	21.62	22.65	23.34	25.11	25.85	27.21
32	19.43	21.27	22.27	23.32	24.00	25.82	26.60	28.00
33	19.96	21.88	22.89	23.96	24.68	26.56	27.36	28.77
34	20.53	22.48	23.50	24.61	25.36	27.28	28.10	29.55
35	21.11	23.09	24.21	25.33	26.08	28.06	28.91	30.40
36	21.70	23.76	24.89	26.09	26.89	28.92	29.79	31.31
37	22.29	24.42	25.56	26.78	27.58	29.69	30.57	32.13
38	22.94	25.12	26.32	27.53	28.36	30.51	31.44	33.03
39	23.58	25.84	27.07	28.32	29.18	31.40	32.34	33.99
40	24.30	26.58	27.82	29.16	30.05	32.33	33.30	34.97
41	24.94	27.38	28.62	30.00	30.88	33.24	34.24	35.95
42	25.63	28.13	29.47	30.83	31.76	34.20	35.22	36.98
43	26.41	28.91	30.26	31.72	32.67	35.15	36.19	38.03
44	27.12	29.76	31.23	32.67	33.64	36.19	37.29	39.15
45	27.89	30.61	32.05	33.61	34.62	37.26	38.36	40.28
46	28.70	31.52	33.00	34.62	35.66	38.36	39.53	41.49
47	29.58	32.47	33.99	35.66	36.72	39.53	40.71	42.70
48	30.46	33.44	35.01	36.72	37.82	40.71	41.93	44.00
49	31.37	34.45	36.07	37.82	38.96	41.93	43.19	45.32
50	32.31	35.49	37.14	38.96	40.13	43.19	44.49	46.66
51	19.60	20.34	20.34	20.34	20.34	20.84	20.84	20.94
52 Distribution Worker	20.69	21.40	21.40	21.40	21.40	21.93	21.93	22.37

APPENDIX C: CLERICAL AND TECHNICAL STANDARD RANGES

JULY 4, 2009

Yr of Service	0	1	2	3	4	5	10	15
Step	1	2	3	4	5	6	7	8
Lane/Grade 1	10.11	10.75	11.16	11.50	11.84	12.74	13.12	13.89
2	10.32	10.99	11.30	11.71	12.05	12.97	13.36	14.15
3	10.53	11.20	11.56	11.97	12.33	13.27	13.68	14.46
4	10.69	10.82	11.79	12.18	12.55	13.49	13.90	14.73
5	10.88	11.62	12.05	12.44	12.83	13.79	14.21	15.06
6	11.10	11.85	12.24	12.66	13.04	14.04	14.44	15.29
7	11.30	12.08	12.52	12.94	13.34	14.35	14.77	15.64
8	11.56	12.33	12.76	13.24	13.65	14.69	15.12	15.99
9	11.79	12.62	13.04	13.55	13.93	15.01	15.45	16.33
10	12.05	12.84	13.30	13.72	14.14	15.21	15.67	16.55
11	12.24	13.12	13.58	14.07	14.48	15.58	16.04	16.96
12	12.52	13.43	13.91	14.41	14.84	15.98	16.46	17.39
13	12.76	13.69	14.18	14.74	15.19	16.34	16.84	17.78
14	13.04	13.99	14.54	15.07	15.52	16.70	17.21	18.16
15	13.30	14.23	14.81	15.44	15.89	17.10	17.62	18.59
16	13.60	14.64	15.21	15.87	16.34	17.58	18.12	19.10
17	13.91	14.98	15.57	16.26	16.75	18.00	18.54	19.59
18	14.18	15.38	16.01	16.68	17.19	18.49	19.04	20.10
19	14.54	15.70	16.40	17.14	17.65	18.98	19.55	20.61
20	14.84	16.17	16.86	17.62	18.15	19.52	20.10	21.19
21	15.21	16.53	17.26	18.05	18.59	20.02	20.61	21.73
22	15.57	16.97	17.81	18.59	19.15	20.60	21.23	22.37
23	16.01	17.44	18.21	19.04	19.60	21.10	21.73	22.90
24	16.44	17.90	18.72	19.59	20.18	21.72	22.38	23.56
25	16.84	18.37	19.17	19.98	20.58	22.14	22.82	24.03
26	17.31	18.90	19.76	20.64	21.26	22.86	23.55	24.80
27	17.31	18.96	19.84	20.78	21.40	23.04	23.74	24.99
28	17.81	19.41	20.34	21.23	21.86	23.53	24.24	25.56
29	18.24	19.98	20.94	21.89	22.56	24.27	24.99	26.32
30	18.77	20.50	21.53	22.51	23.19	24.94	25.69	27.05
31	19.28	21.09	22.05	23.10	23.81	25.61	26.37	27.75
32	19.82	21.70	22.72	23.79	24.48	26.34	27.13	28.56
33	20.36	22.32	23.35	24.44	25.17	27.09	27.91	29.35
34	20.94	22.93	23.97	25.10	25.87	27.83	28.66	30.14
35	21.53	23.55	24.69	25.84	26.60	28.62	29.49	31.01
36	22.13	24.24	25.39	26.61	27.43	29.50	30.39	31.94
37	22.74	24.91	26.07	27.32	28.13	30.28	31.18	32.77
38	23.40	25.62	26.85	28.08	28.93	31.12	32.07	33.69
39	24.05	26.36	27.61	28.89	29.76	32.03	32.99	34.67
40	24.79	27.11	28.38	29.74	30.65	32.98	33.97	35.67
41	25.44	27.93	29.19	30.60	31.50	33.90	34.92	36.67
42	26.14	28.69	30.06	31.45	32.40	34.88	35.92	37.72
43	26.94	29.49	30.87	32.35	33.32	35.85	36.91	38.79
44	27.66	30.36	31.85	33.32	34.31	36.91	38.04	39.93
45	28.45	31.22	32.69	34.28	35.31	38.01	39.13	41.09
46	29.27	32.15	33.66	35.31	36.37	39.13	40.32	42.32
47	30.17	33.12	34.67	36.37	37.45	40.32	41.52	43.55
48	31.07	34.11	35.71	37.45	38.58	41.52	42.77	44.88
49	32.00	35.14	36.79	38.58	39.74	42.77	44.05	46.23
50	32.96	36.20	37.88	39.74	40.93	44.05	45.38	47.59
51	19.99	20.75	20.75	20.75	20.75	21.26	21.26	21.36
52 Distribution Worker	21.10	21.83	21.83	21.83	21.83	22.37	22.37	22.82

ADDITIONAL INFORMATION

(Not a Part of the Agreement)

MEMORANDA OF UNDERSTANDING

Labor Management Task Force

Labor Management Committee

MEMORANDUM OF AGREEMENT

Improvement Plan Process

LETTERS OF UNDERSTANDING

Bumping Process

Ten-Month Employees' Vacations

MEMORANDUM OF UNDERSTANDING
BETWEEN

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,
DISTRICT COUNCIL 5, LOCAL NO. 844 (AFSCME)
REGARDING LABOR MANAGEMENT TASK FORCE

The parties agree to continue a formal Labor Management Task Force to review issues both parties agree upon, including the appropriate use of titles in various positions in the District. It is further understood that the Union and the Employer will appoint members to the task force and all decisions will be through consensus based decision making. The Task Force may make recommendations to the Superintendent of Schools and the Union.

The Union and the District agree that the Task Force may:

1. Review descriptions for titles and identify elements that distinguish the typical responsibilities for AFSCME positions from others in the District.
2. Identify and discuss existing positions and appropriate unit determinations.
3. Work to develop a procedure to assure future appointments are placed in the appropriate title and bargaining unit.
4. Develop an agreement regarding employees in the District who currently are found to be in the wrong title or bargaining unit.
5. Discuss other relevant issues as agreed upon.

INDEPENDENT SCHOOL DISTRICT NO.
625

LOCAL UNION 844, DISTRICT COUNCIL 5
OF THE AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL
EMPLOYEES, AFL-CIO

Chair, Board of Education

President, Local 844

Negotiations/Employee Relations Manager

Business Representative

Negotiations/Employee Relations
Assistant Manager

Date

Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,
DISTRICT COUNCIL 5, LOCAL NO. 844 (AFSCME)
REGARDING LABOR MANAGEMENT COMMITTEE

The Union and Employer agree to utilize a Labor Management Committee with consensus based decision making to explore topics of mutual interest. Topics may be discussed, upon agreement of the parties.

The Labor Management Committee will make recommendations to the Superintendent of Schools and the Union.

The parties agree to a good faith attempt to resolve the issues.

INDEPENDENT SCHOOL DISTRICT NO.
625

LOCAL UNION 844, DISTRICT COUNCIL 5
OF THE AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL
EMPLOYEES, AFL-CIO

Chair, Board of Education

President, Local 844

Negotiations/Employee Relations Manager

Business Representative

Negotiations/Employee Relations
Assistant Manager

Date

Date

MEMORANDUM OF AGREEMENT
BETWEEN
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,
DISTRICT COUNCIL 5, LOCAL NO. 844 (AFSCME)
REGARDING IMPROVEMENT PLAN PROCESS

The Union and District jointly affirm that individual improvement plans are an appropriate method through which to identify job-related areas of concern and provide an opportunity for employees to improve performance. This process connects an employee's step advancement or salary increase to the following improvement plan process.

Step 1: **INFORMAL PROCESS**

The supervisor and employee meet on an informal basis to discuss performance concerns. The supervisor clearly articulates performance expectations and provides the employee time to make corrections.

Step 2:

If the employee is not meeting performance expectations after an appropriate period of time, the supervisor notifies the employee in writing of a meeting to discuss the components of an improvement plan. The written notification informs the employee that he/she has the right to Union representation at this meeting.

Step 3: **FORMAL PROCESS**

The employee and supervisor [and union representative, if employee desires] meet to discuss the components and timelines of an improvement plan. The plan articulates the areas of concern, actions the employee and supervisor must take to be on track with the plan, and timelines to meet to discuss progress. "On track" means following the actions and adhering to the timelines outlined in the improvement plan. The employee may appeal the components or timelines of the improvement plan to the next level supervisor.

Step 4:

If the employee is on the improvement plan as of June 1 and NOT on track with the components of the plan, the employee's step or salary increase (if not eligible for a step) is withheld. If the employee is on track, no action is taken. The improvement plan must have been in place since March 1 in order to lose a step/salary increase. Also, if the supervisor is not on track, a step/salary increase may not be withheld.

Step 5:

The supervisor must meet with the employee approximately two months, four months, and six months after the withholding of a step/salary increase. The purpose of these meetings is to assess whether the employee and the supervisor are on track, to provide assistance and resources, and to answer any questions/concerns the employee may have. If the employee is on track or the supervisor is not on track, the employee's step/salary increase will be reinstated retroactive to July 1.

Step 6:

At the six-month meeting, one of the following will occur:

- 1) The employee will be on track or the supervisor will not be on track, and the employee will be taken off the improvement plan, and his/her step/salary increase restored retroactive to July 1;
- 2) The employee and supervisor will agree to extend the improvement plan for an agreed upon length of time;
- 3) The employee will not be on track, and the employer may take disciplinary action if performance is deficient.

MEMORANDUM OF AGREEMENT
REGARDING IMPROVEMENT PLAN PROCESS
(Continued)

Although placement on an improvement plan is not grievable, an employee may grieve a disciplinary action. If Number 3 occurs and the employee's step/salary increase is not restored, the employee may grieve the loss of step/salary increase at this time.

Memorandum shall remain in effect for the duration of the 2008-2010 Labor Agreement.

INDEPENDENT SCHOOL DISTRICT NO.
625

LOCAL UNION 844, DISTRICT COUNCIL 5
OF THE AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL
EMPLOYEES, AFL-CIO

Chair, Board of Education

President, Local 844

Negotiations/Employee Relations Manager

Business Representative

Negotiations/Employee Relations
Assistant Manager

Date

Date

LETTER OF UNDERSTANDING
BETWEEN
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,
DISTRICT COUNCIL 14, LOCAL NO. 844 (AFSCME)
REGARDING BUMPING PROCESS

October 15, 2002

Mr. David North, Business Representative
American Federation of State, County and
Municipal Employees, Council 14
300 Hardman Avenue South, Suite 2
South Saint Paul, Minnesota 55075-2469

Re: Letter of Understanding Regarding Bumping

Dear Mr. North:

This letter will serve as clarification and as an understanding between the School District and the Union regarding the bumping process the District employs in the event of layoffs.

When a position is eliminated and the incumbent has bumping rights, at the discretion of the District and to the extent possible, the employee will be placed in a position with the same work year as that previously held.

This letter addresses only the parties understanding regarding the issue of bumping and placement into positions of a similar work year. It is not part of the labor agreement, nor does it supplant the District's discretion in placing clerical and technical employees whose positions are eliminated.

Sincerely,



Wayne Arndt
Negotiations/Labor Relations Manager

LETTER OF UNDERSTANDING

BETWEEN

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,

DISTRICT COUNCIL 14, LOCAL NO. 844 (AFSCME)

REGARDING TEN-MONTH EMPLOYEES' VACATIONS

October 15, 2002

Mr. David North, Business Representative
American Federation of State, County and
Municipal Employees, Council 14
300 Hardman Avenue South, Suite 2
South Saint Paul, Minnesota 55075-2469

Re: Letter of Understanding Regarding Ten-Month Employees' Vacations

Dear Mr. North:

This letter will serve as clarification and as an understanding between the School District and the Union regarding when ten-month clerical and technical employees may take vacation. It is our understanding that ten-month employees may use vacation, in accordance with business office rules regarding vacation use, anytime within the employee's ten-month work year, including days within the regular school year when school is not in session. These days when school is not in session include teacher workshop days, winter and spring break, and teacher prep/in-service days.

All vacation must be requested in accordance with each department's procedures and approved by an employee's supervisor. There may be instances where an employee is required to work during these non-student contact days; however, if work is not scheduled, employees may use available vacation time.

This letter addresses only the parties understanding regarding the issue of use of vacation for ten-month employees. It is not part of the labor agreement, nor does it supplant the District's discretion in approving specific vacation requests or the scheduling of work during non-student contact periods.

Sincerely,



Wayne Arndt
Negotiations/Labor Relations Manager

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