

COPY

**2010 - 2011**

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**SAINT PAUL PUBLIC SCHOOLS  
INDEPENDENT SCHOOL DISTRICT NO. 625**

**AND**

**PROFESSIONAL EMPLOYEES  
ASSOCIATION, INC.**

**January 1, 2010 through December 31, 2011**





SAINT PAUL PUBLIC SCHOOLS  
Independent School District No. 625

Board of Education

Elona Street-Stewart	Chair
John Brodrick	Vice-Chair
Keith Hardy	Clerk
Jean O'Connell	Treasurer
Anne Carroll	Director
Kazoua Kong-Thao	Director
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## PREAMBLE

This Agreement is entered into between Independent School District No. 625, hereinafter referred to as the "Employer" and the City of Saint Paul Professional Employees Association, Inc., hereinafter referred to as the "Association," for the purpose of fostering and promoting harmonious relations between the Employer and the Association in order that a high level of public service can be provided to the citizens in the School District.

This Agreement attempts to accomplish this purpose by providing a fuller and more complete understanding on the part of both the Employer and the Association of their respective rights and responsibilities.

The provisions of this Agreement shall not abrogate the rights and/or duties of the Employer, the Association, or the employees as established under the provisions of the Public Employment Labor Relations Act of 1971, as amended.

## ARTICLE 1. RECOGNITION

- 1.1 The Employer recognizes the Association as the exclusive representative for the Professional Employees Group, as certified by the State of Minnesota Bureau of Mediation Services, dated May 11, 1988, Case No. 88-PR-2632. This unit consists of the following:

All classified and unclassified professional employees of Independent School District No. 625, St. Paul, Minnesota, as listed in Appendix B of this agreement who are public employees within the meaning of Minnesota Statute. § 179.03, Subd. 14, excluding supervisory, confidential, and all other employees.

- 1.2 The rights and benefits of provisional employees shall be governed by the Civil Service Rules unless such rights and benefits are specifically amended as to provisional employees by this contract.
- 1.3 The parties agree that any new classifications which are an expansion of the above bargaining unit or which derive from the classifications set forth in this agreement shall be recognized as a part of this bargaining unit, and the parties shall take all steps required under the Public Employment Relations Act to accomplish said objective.

## ARTICLE 2. MANAGEMENT RIGHTS

- 2.1 The Association 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. The rights and authority which the Employer has not officially abridged, delegated or modified by this Agreement are retained by the Employer.
- 2.2 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 3. MAINTENANCE OF STANDARDS

- 3.1 The parties agree that all conditions of employment relating to wages, hours of work, vacations, and all other general working conditions except as modified by this Agreement shall be maintained at not less than the highest minimum standard as 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. CHECK OFF AND SERVICE FEE

- 4.1 The Employer agrees to deduct the Association 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 Association 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.
- 4.2 Any present or future employee who is not an Association member shall be required to contribute a fair share fee for services rendered by the Association. Upon notification by the Association, the Employer shall check off said fee from the earnings of the employee and transmit the same to the Association. In no instance shall the fair share fee exceed eighty-five (85) percent of the membership dues. It is also understood that in the event the Employer shall make an improper fair share deduction from the earnings of an employee, the Association shall be obligated to make the Employer whole to the extent that the Employer shall be required to reimburse such employee for any amount improperly withheld. This provision shall remain operative only so long as specifically provided by Minnesota law, and as otherwise legal.
- 4.3 The Association 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.
- 4.4 The Association agrees that a service fee of fifty cents (50¢) per member, per month shall be deducted by the Employer from the amount withheld for dues or fair share prior to remittance of dues or fair share to the Association.

#### ARTICLE 5. HOURS OF WORK AND OVERTIME

- 5.1 The normal hours of work for the employee shall be a minimum of seven and three-fourths (7 3/4) hours in any twenty-four (24) hour period and thirty-eight and three-fourths (38 3/4) hours in a seven (7) day period. For employees on a shift basis this shall be construed to mean a minimum average of thirty-eight and three-fourths (38 3/4) hours a week.
- 5.2 Employees who work more than seven and three-fourths (7 3/4) hours in any twenty-four (24)-hour period or more than thirty-eight and three-fourths (38 3/4) hours in any seven (7) day period shall not receive pay for such additional work except as in 5.4 below.
- 5.3 It is understood by the parties that Section 28H - Overtime Compensation of Resolution No. 3250 shall not apply to this unit.
- 5.4 In unusual circumstances a department head may grant employees who work more than seven and three-fourths (7 3/4) hours in any twenty-four (24) hour period or more than thirty-eight and three-fourths (38 3/4) hours in any particular seven (7) day period compensatory time or pay on a straight time basis for the extra hours worked. The method of this compensation shall be determined solely by the Employer.

## ARTICLE 6. PROBATION

- 6.1 The probationary period shall be one (1) year for all original and promotion appointees and employees who have been transferred at their own request or reinstated after resigning in the Professional Employees unit. In the case of a one (1) year probation, the employee's progress report shall be submitted to the Human Resources Director at the end of the fourth (4th) and eighth (8th) month of employment.

Unless the head of the department where the employee is employed at the end of his/her probationary period shall, during the last month of the employee's probation, certify that the services of such probationer during the probationary period were unsatisfactory, the employment of such probationer shall continue, and the probationer shall be deemed to have satisfactorily completed the probationary period. If the probationer's service has been certified as unsatisfactory by the head of the department in which the employee is employed, the employment of such probationer shall terminate at the end of the probationary period. If the probationer is entitled to veteran's preference in accordance with the Veterans' Preference Act of the State of Minnesota, he/she shall be entitled to a hearing as required by said Act and in accordance with Section 16 of Civil Service Rules.

- 6.2 Time served on probation, whether continuous or not, shall be charged to the period of probation.
- 6.3 If any probationer on fair test shall be found incompetent or unqualified to perform the duties of the position to which he/she has been certified or transferred, the appointing officer shall report such fact in writing to the Human Resources Office and may, for reasons specifically stated in writing and filed with the Human Resources Office, discharge, reduce, or in the case of a transferee, return to the former position of said probationer at any time during the probationary period; except that if the probationer is entitled to veterans' preference in accordance with the Veterans' Preference Act of the State of Minnesota, he/she shall be entitled to a hearing as required by said Act and in accordance with Section 16 of the Civil Service Rules.
- 6.4 If a promotional or a transferee probationer is found unsatisfactory because he/she is incompetent or unqualified to perform the duties of the certified or transferred position, the probationer shall be reinstated to his/her former position or to a position to which the employee might have been transferred prior to such promotion; except that if the probationer is entitled to veterans' preference in accordance with the Veterans' Preference Act of the State of Minnesota, he/she shall be entitled to a hearing as required by said Act and in accordance with Section 18 of the Civil Service Rules.

## ARTICLE 7. SENIORITY

- 7.1 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 the employee's rank on the eligible list from which certification was made.
- 7.2 Seniority shall terminate when an employee retires, resigns or is discharged.
- 7.3 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.
- 7.4 In cases where there are promotional series, such as Accountant I, II, III, etc., when the number of employees in the higher titles is to be reduced, employees will be offered reductions to the highest title to which class seniority would keep them from being laid off, before layoffs are made by any class title in any department. When staff reductions occur, an employee does not have to have held a lower level position within a series to be eligible to bump a less senior employee within that series or to be eligible for a lower level vacancy with that series.
- 7.5 Recall from layoff shall be in inverse order of layoff, except that recall rights shall expire after two (2) years of layoff. It is understood that such employees will pick up their former seniority date in any class of positions that the employee previously held.
- 7.6 To the extent possible, vacation period shall be assigned on the basis of seniority. It is, however, understood that vacation assignment shall be subject to the ability of the Employer to maintain operations.

## ARTICLE 8. WORKING OUT OF CLASSIFICATION

- 8.1 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) consecutive working days 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.

## ARTICLE 9. WAGES

- 9.1 The wage schedule for the purpose of this contract shall be Appendices A and C.
- 9.2 Salary Step Eligibility. Employees must meet the following conditions in order to be eligible for salary step advancement.
- 9.2.1 An employee must have received an overall rating of "satisfactory" on his/her most recent performance evaluation to receive any salary step advancement.
- 9.2.2 An employee must have been paid a minimum of 1,040 hours in the previous (12) twelve months (minimum hours requirement is prorated for part-time employees) to receive any salary step advancement.
- 9.3 Salary Step Progression.
- 9.3.1 An employee who meets the eligibility requirements in 9.2 of this Section will advance one salary step at the beginning of the pay period nearest to January 1 each year up to Step 10 (nine-year step).
- 9.3.2 An employee who meets the eligibility requirements in 9.2 of this Section and who has completed fifteen (15) or more calendar years of service in the District will advance one (1) salary step at the beginning of the pay period nearest to January 1 each year, not to exceed Step 11 (fifteen-year step).
- 9.3.3 An employee who meets the eligibility requirements in 9.2 of this Section and who has completed twenty (20) or more calendar years of service in the District will advance one (1) salary step at the beginning of the pay period nearest to January 1 each year, not to exceed Step 12 (twenty-year step).
- 9.3.4 Years of classified service in the District and the City of St. Paul will be recognized in step placement and step advancement.
- 9.4 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 biweekly compensation may result in lost compensation.
- 9.4.1 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 (2) years.
- 9.4.2 Procedure for Addressing Significant Overpayment Errors. In the case of a significant overpayment, deductions from biweekly 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 (2) 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 10. PROFESSIONAL GROWTH

SECTION 1. The parties recognize that professional growth is an inherent continuing obligation of professional employees. To that end, professional employees shall avail themselves of opportunities for improving their skills. Professional reading, participation in the professional activities of professional organizations, formal and informal study, workshops, in-service training courses, membership dues in professional organizations directly related to the employee's current position, and community activities are examples of the kinds of involvement expected of professional employees and encouraged by the Board of Education.

SECTION 2. For fiscal year 2002 and thereafter, an amount of \$500 per fiscal year shall be provided for each employee for an employee's professional growth. These funds may be applied to pay the costs for attendance at national or regional conventions, workshops, clinics or other professional meetings, and memberships in professional organizations approved by the employee's immediate supervisor. Meetings that have negotiations as a principle topic shall not be deemed appropriate for purposes of this Article. "Costs for attendance" shall mean registration fees, lodging, books and materials, food and travel. Expenses to be reimbursed shall be properly documented upon the appropriate voucher form in accordance with District regulations and procedures.

SECTION 3. An employee may carry over from one fiscal year to the next the full allowance or part of the fiscal year's allowance which remains unused. The carryover allowance will be added to the allowance available in the following fiscal year. The maximum individual allowance available in any fiscal year, including carryover, cannot exceed \$1,000.

SECTION 4. This professional growth allowance is intended to replace tuition reimbursement previously provided for in the Saint Paul Salary Plan and Rates of Compensation. It is not intended to supplant nor limit departmental professional development opportunities. Attendance of employees at other professional meetings without the use of these funds and without loss of pay may be granted subject to the approval of the employee's immediate supervisor.

ARTICLE 11. HOLIDAYS

11.1 Holidays Recognized and Observed. The following days shall be recognized and observed as paid holidays:

New Year's Day	Labor Day
Martin Luther King Jr. 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. 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 shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

11.2 Eligibility Requirements. To be eligible for holiday pay, employees must be active on the payroll the day of the holiday. Ten (10) month employees shall receive holidays that fall within their work year, provided they meet the eligibility requirements of this section.

11.3 If Martin Luther King Jr. Day or Presidents' Day falls on a day when school is in session, the employees shall work that day at straight time and another day shall be designated as the holiday. This designated holiday shall be a day determined by agreement between the employee and the supervisor.

ARTICLE 12. VACATION

12.1 In each calendar year, each full-time employee shall be granted vacation according to the following schedule:

<u>Years of Service</u>	<u>Hours of Vacation Earned Per Hour on Payroll</u>	<u>Annual Hours Earned</u>	<u>Annual Days Earned</u>
First year through 4th year	.0769	160	20
After the 4th year through 10th year	.0962	200	25
After 11 years and thereafter	.1154	240	30

Calculations are based on 2,080 hours and shall be rounded to the nearest hour. "Years of Service" means calendar years of service.

12.2 An employee may carryover into the following year up to one hundred and sixty (160) hours of vacation.

12.3 Upon separation of service, if employee has provided ten (10) calendar days notice to the Employer, any unused, accrued vacation shall be paid at the employee's current rate of pay. If an employee has been granted more vacation than the employee has earned up to the time of separation from service, the employee shall reimburse the District for such unearned vacation at the employee's current rate of pay. If an employee is separated from service by reason of discharge, retirement or death, the employee shall be paid for any unused, accrued vacation earned up to the time of such separation. Employees who retire with unused vacation and who are eligible for severance pay will receive pay for unused vacation in the form of a contribution to the School District No. 625 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation.

12.4 Sick Leave Conversion. If an employee has an accumulation of sick leave credits in excess of one hundred and eighty (180) days, he/she may convert any part of such excess to vacation at the rate of one-half (1/2) day's vacation for each day of sick leave credit. No employee may convert more than ten (10) days of sick leave in each calendar year under this provision.

ARTICLE 13. COMPENSATORY LEAVES OF ABSENCE

13.1 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 (1) hour past his/her regular scheduled starting time. The granting of sick leave shall be subject to the terms and provisions of this Agreement. A "day" for this purpose shall be equivalent to the regularly assigned work day of the employee and such leave shall be deducted from accumulated sick leave. 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:

13.1.1 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.

ARTICLE 13. COMPENSATORY LEAVES OF ABSENCE (continued)

- 13.1.2 Family Illness: Employees may use accumulated sick leave for hours off due to sudden sickness or disability of a parent or a member of his/her household or to make arrangements for the care of such sick or disabled persons up to a maximum of eight (8) hours sick leave per incident. Up to one hundred twenty (120) hours of accumulated sick leave may be used in a work year to allow the employee to care for and attend to the serious or critical illness of his/her spouse, parent, or member of household. These hours when used are deducted from sick leave.
- 13.1.3 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 Statute (M.S.) §181.9413 and shall remain available as provided in Statute.
- 13.1.4 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.
- 13.1.5 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.
- 13.1.6 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 M. S. §18.9413.

13.2 Court Duty Leave.

- 13.2.1 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.
- 13.2.2 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.

## ARTICLE 13. COMPENSATORY LEAVES OF ABSENCE (continued)

- 13.3 Military Leave. 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.
- 13.4. 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.
- 13.5 Eligibility for Sick Leave. To be eligible for sick leave, the employee must meet the specified uses in 13.1 and report the need for time off to his/her supervisor no later than one-half (1/2) hour past his/her regular scheduled starting time.
- 13.6 The granting of sick leave is subject to additional provisions as provided in Civil Service Rules.

## ARTICLE 14. PARENTAL/MATERNITY LEAVE

- 14.1 Maternity is defined as the physical state of pregnancy of an employee, commencing eight (8) months before the estimated date of childbirth, as determined by a physician, and ending six (6) months after the date of such birth. In the event of an employee's pregnancy, the employee may apply for leave without pay at any time during the period stated above and the Employer may approve such leave at its option, and such leave may be no longer than one (1) year.
- 14.2 Parental leave shall be granted to employees for the birth or adoption of a child in accordance with applicable state and federal laws.

## ARTICLE 15. EMPLOYEE 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 the District 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 Section, 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 Section, 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, 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 \$536 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 \$1,065 per month, whichever is less.
  - 1.5.1 Effective July 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 \$575 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 \$1,125 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 for the insurance coverages in 1.5, 1.7, 1.8 and 1.9 of this Article.
- 1.7 Employer Contribution Amount: Active 10 Month Employees. The District agrees to continue contributions for benefits during months that 10 month employees are not actively at work.
- 1.8 Employer Contribution Amount: Married Couples. Employees who are married to another District employee and who are covered under their spouse's health plan may waive the single or family contribution to health insurance and receive up to \$200 per month toward their spouse's family premium. The combination of District contributions cannot exceed the full cost of family coverage and cannot be applied in cases where the spouse is receiving health insurance through the District's cafeteria benefits plan.
- 1.9 Life Insurance. Effective January 1, 1996, the District agrees to provide term life insurance in the amount of \$50,000 for each eligible employee. This amount of life insurance shall be reduced to \$5,000 upon early retirement and shall continue until the early retiree reaches age sixty-five (65), at which time the Employer paid life insurance shall be terminated.

ARTICLE 15. EMPLOYEE BENEFITS, Section 1. (continued)

- 1.10 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 \$40 per month for employee coverage. Employees who enroll in family dental coverage may pay the difference between the cost of family coverage and the district's \$40 monthly contribution to single coverage.
- 1.11 Long-Term Disability Insurance. Effective January 1, 2003, the Employer will provide long-term disability coverage for each eligible employee.
- 1.12 Flexible Spending Account. The Employer shall 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 Internal Revenue Service (IRS) requirements for such accounts.
- 1.13 The contributions indicated in this Article 15 shall be paid to the Employer's group health and welfare plan.
- 1.14 Any cost of any premium for any Employer-offered employee or family insurance coverage in excess of the dollar amounts stated in this Article 15 shall be paid by the employee through payroll deduction.

SECTION 2. RETIREMENT HEALTH INSURANCE AND TRANSITIONAL BENEFIT

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

- 1.1 Employees hired into District service before January 1, 1996, must have completed the following service eligibility requirements with the District prior to retirement in order to be eligible for any payment of any insurance premium contribution by the District after retirement:
- A. Be receiving 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 the District;
  - B. Must be at least fifty-five (55) 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 the District 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.
- 1.2 Employees hired into District service after January 1, 1996, must have completed twenty (20) years of service with the District. Time with the City of Saint Paul will not be counted toward this twenty (20) year requirement.

ARTICLE 15. EMPLOYEE BENEFITS, Section 2. (continued)

1.3 Eligibility requirements for all retirees.

- A. A retiree may not carry his/her spouse as a dependent if such spouse is also a District retiree or a District employee and eligible for and is enrolled in the District 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. The termination of an employee, if contested, must be upheld by a neutral third party.

Subd. 2. Employer Contribution Levels for Employees Retiring Before Age 65.

2.1 Health Insurance Employer Contribution.

Employees who meet the requirements in Subd. 1.1 or Subd. 1.2 of this Article 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 65th birthday. No life insurance will be provided, or premium contributions paid, for any retiree age sixty-five (65) or over.

Subd. 3. Benefit Eligibility for Employees After Age 65.

- 3.1 Employees hired into the District before January 1, 1996, who retired before age 65 and are receiving benefits per Subd. 2 above are eligible, upon reaching age 65, for employer premium contributions for health insurance described in Subd. 4 of this Article.
- 3.2 Employees hired into the District before January 1, 1996, who retire at age 65 or older must have completed the service eligibility requirements in Subd. 1 above to receive District contributions toward post-age-65 health insurance premiums.

ARTICLE 15. EMPLOYEE BENEFITS, Section 2. (continued)

- 3.3 Employees hired on or after January 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 January 1, 1996, shall be eligible for only early retirement insurance premium contributions as provided in Subd. 2 and Deferred Compensation match in Subd. 5.
- 3.4 Years of certified civil service time with the City of Saint Paul earned prior to January 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 January 1, 1996, will be considered a break in District employment.
- 3.5 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. The termination of an employee, if contested, must be upheld by a neutral third party.

Subd. 4. Employer Contribution Levels for Employees After Age 65.

- 4.1 Employees hired into the District before January 1, 1996, who retire on or after January 1, 1998, 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.

- Subd. 5. Employees hired after January 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 16. SEVERANCE PAY

Pursuant to appropriate Minnesota statutes, laws, and City ordinances, the following are provided:

- 16.1. Severance Pay. The District shall provide a separate severance pay program as set forth in this Section. Payment of severance pay shall be made within the tax year of the retirement as described in Business Office Rules. All payments made under this Subd. shall be made to the District 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation, hereinafter referred to as the "Severance Plan."
- 16.2. Eligibility. To be eligible for the Severance Plan, an employee must meet the following requirements:
  - 16.2.1 The employee must be eligible upon separation of service to receive pension under provisions of the St. Paul Teachers Retirement Fund, the Public Employees Retirement Association (PERA) or other public employee pension program.
  - 16.2.2 The employee must be voluntarily separated from District employment or have been subject to separation by layoff or retirement. Those employees who are discharged for cause, misconduct, inefficiency, incompetence or any other disciplinary reason are not eligible for this severance pay program.
  - 16.2.3 For the purpose of this Severance Plan, 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 in this Section at the time of his or her death, contributions to the Severance Plan shall be made to the employee's estate.
- 16.3. Severance Pay
  - 16.3.1 Early Notification Incentive. Employees who meet eligibility requirements of 16.2 of this Article and who complete, sign and submit a Resignation Notice form to the Director of Human Resources three (3) months prior to retirement will receive a District contribution of \$2,500 to the Severance Plan.
  - 16.3.2 Pay for Unused Sick Leave
    - 16.3.2.1 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 16.2 above, he or she will receive a District contribution to the Severance Plan in an amount equal to \$125 for each day of accrued, unused sick leave, up to 140 days. In this instance, the maximum amount of severance pay will not exceed \$17,500.
    - 16.3.2.2 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 Severance Plan in an amount equal to \$100 pay for each day of accrued, unused sick leave up to 150 days. In this instance, the maximum amount of severance pay will not exceed \$15,000.
    - 16.3.2.3 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 Severance Plan in an amount equal to \$125 pay for each day of accrued, unused sick leave up to 140 days.

ARTICLE 16. SEVERANCE PAY (continued)

- 16.3.3 Maximum Severance Pay. The maximum amount of severance pay that any employee may obtain through this Severance Plan, excluding pay for earned, unused vacation, is \$20,000.
- 16.4 Pay for Earned, Unused Vacation. Employees who meet the eligibility requirements of 16.2 of this Article, who qualify for severance pay per 16.3 of this Article, and who retire with earned, unused vacation shall receive pay for such vacation. Payment for earned, unused vacation shall be made to the Severance Plan. Nothing in this Article precludes an employee from receiving direct compensation for earned, unused vacation if he or she does not meet the severance pay eligibility requirements herein.

ARTICLE 17. LEGAL SERVICES

- 17.1 Except in cases of malfeasance in office or willful or wanton neglect of duty, Employer shall defend, save harmless and indemnify employee against any tort claim or demand, whether groundless or otherwise, arising out of alleged acts or omission occurring in the performance or scope of employee's duties.
- 17.2 Notwithstanding (17.1), 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 18. DISCIPLINE

- 18.1 The Employer will discipline employees for just cause only. Discipline will be in the form of:
- 18.1.1 Written reprimand;
  - 18.1.2 Suspension;
  - 18.1.3 Reduction;
  - 18.1.4 Discharge.
- 18.2 Suspensions, reductions, and discharges will be in written form.
- 18.3 Employees and the Association will receive copies of written reprimands and notices of suspension and discharge.
- 18.4 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.
- 18.5 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 schedule a meeting 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 and/or union will be given the opportunity to respond in writing.

ARTICLE 18. DISCIPLINE (continued)

- 18.6 An employee to be questioned concerning an investigation of disciplinary action shall have the right to request that an Association Representative be present.
- 18.7 A grievance relating to this Article shall be processed in accordance with the grievance procedure of this Agreement in Article 19 and M.S. § 179A.20, Subd. 4. This provision is not intended to abrogate rights of veterans pursuant to statute.

ARTICLE 19. GRIEVANCE PROCEDURE

- 19.1 The Employer shall recognize stewards selected in accordance with Association rules and regulations as the grievance representatives of the bargaining unit. The Association 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 Association 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 normal 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 for the processing of grievances, which are defined as an alleged violation of the terms and conditions of this Agreement.
- 19.4 Grievances 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 Association. 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 Association within ten (10) 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 Association 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 Association within five (5) workdays following this meeting. The Association 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 Association within ten (10) workdays following receipt of the Employer's answer shall be considered waived.

ARTICLE 19. GRIEVANCE PROCEDURE (continued)

Step 3. Within ten (10) workdays following receipt of a grievance referred from Step 2, a designated Employer supervisor shall meet with the Association's representative or his 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 Association stating the Employer's answer concerning the grievance. If, as a result of the written response, the grievance remains unresolved, the Association may refer the grievance to Step 4. Any grievance not referred in writing by the Association to grievance mediation or Step 4 within ten (10) workdays following receipt of the Employer's answer shall be considered waived. The Employer within ten (10) working days of receipt of the request for review at Step 4 may refer the grievance to grievance mediation or allow the grievance to proceed to Step 4.

Step 4. If the grievance remains unresolved after the Step 3 response and/or grievance mediation, the Association may within ten (10) workdays after the response of the Employer or conclusion of mediation, 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 Association 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 Association shall have the right to strike two (2) names from the panel. The order of striking will be determined by the flip of a coin. 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 Association, 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 Association, 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 Association, 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 Association.
- 19.8 It is understood by the Association 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.

## ARTICLE 20. NON-DISCRIMINATION

- 20.1 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 Association.
- 20.2 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 21. WORK STOPPAGE

- 21.1 The Association and the Employer agree that there shall be no strikes, work stoppages, slow-downs, sit-down, stay-in or other concerted interference with the Employer's business or affairs by any of said Association and/or members thereof, and there shall be no bannering during existence of this Agreement without first using all possible means of peaceful settlement of any controversy which may arise. Employees engaging in same shall be liable for disciplinary action.

## ARTICLE 22. MILEAGE

SECTION 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 IRS.

SECTION 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 23. SAVING CLAUSE

- 23.1 This Agreement is subject to the laws of the United States, the State of Minnesota. In the event any provisions of this Agreement shall be held 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 provisions shall be voided. All other provisions shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party. All other provisions of this Agreement shall continue in full force and effect.

ARTICLE 24. DURATION AND EFFECTIVE DATE

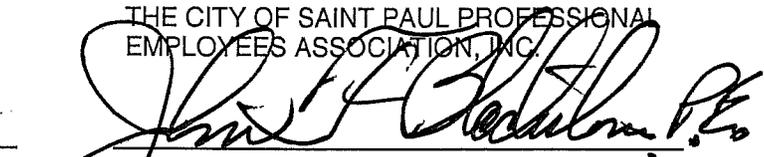
- 24.1 Except as herein provided, this Agreement shall be effective as of January 1, 2010, and shall continue in full force and effect through December 31, 2011, and thereafter until modified or amended by mutual agreement of the parties. Either party desiring to amend or modify this Agreement shall notify the other in writing so as to comply with the provisions of the Public Employment Labor Relations Act of 1971, as amended.
- 24.2 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 of Independent School District No. 625 and is also subject to ratification by the Association.

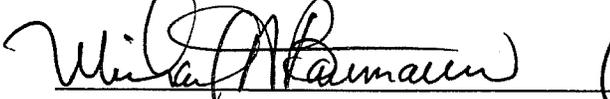
WITNESSES:

INDEPENDENT SCHOOL DISTRICT NO. 625

THE CITY OF SAINT PAUL PROFESSIONAL  
EMPLOYEES ASSOCIATION, INC.

  
Chair, Board of Education

  
President, P.E.A.

  
Chief Business Officer

  
Negotiator, P.E.A.

  
Negotiations/Employee Relations Manager

08/17/10  
Date

8-17-10  
Date

**APPENDIX A**

**TITLES AND SALARIES**

	Year	0	1	2	3	4	5	6	7	8	9	10	11	12
Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14
<b>Grade 3</b>														
Fund Development Assistant														
Public Information Specialist I														
1-2-10	\$36,225	\$38,055	\$39,925	\$41,970	\$44,048	\$46,294	\$48,541	\$50,785	\$53,581	\$54,331	\$54,581			
7-3-10	\$36,587	\$38,436	\$40,324	\$42,390	\$44,488	\$46,757	\$49,026	\$51,293	\$54,117	\$54,867	\$55,117			
1-1-11	\$37,136	\$39,013	\$40,929	\$43,026	\$45,155	\$47,458	\$49,761	\$52,062	\$54,929	\$55,679	\$55,929			
<b>Grade 5</b>														
Graphic Artist I														
Grants Assistant														
Management Assistant I														
Technical Training Assistant														
1-2-10	\$38,409	\$40,417	\$42,391	\$44,504	\$46,690	\$49,062	\$51,473	\$53,226	\$55,852	\$57,567	\$57,817			
7-3-10	\$38,793	\$40,821	\$42,815	\$44,949	\$47,157	\$49,553	\$51,988	\$53,758	\$54,391	\$58,135	\$58,385			
1-1-11	\$39,375	\$41,433	\$43,457	\$45,623	\$47,864	\$50,296	\$52,768	\$54,564	\$55,207	\$58,996	\$59,246			
<b>Grade 7</b>														
Accountant I														
Librarian I														
Public Information Specialist II														
Research Analyst I														
1-2-10	\$40,806	\$42,813	\$44,998	\$47,255	\$49,580	\$52,080	\$54,663	\$56,525	\$57,189	\$60,340	\$61,090	\$61,340		
7-3-10	\$41,214	\$43,241	\$45,448	\$47,728	\$50,076	\$52,601	\$55,210	\$57,090	\$57,761	\$60,943	\$61,693	\$61,943		
1-1-11	\$41,832	\$43,890	\$46,130	\$48,444	\$50,827	\$53,390	\$56,038	\$57,946	\$58,627	\$61,857	\$62,607	\$62,857		
<b>Grade 8</b>														
Workforce Management 1														
1-2-10	\$42,038	\$44,118	\$46,267	\$48,628	\$51,056	\$53,662	\$56,312	\$58,230	\$58,915	\$62,161	\$62,911	\$63,161		
7-3-10	\$42,458	\$44,559	\$46,730	\$49,114	\$51,567	\$54,199	\$56,875	\$58,812	\$59,504	\$62,783	\$63,533	\$63,783		
1-1-11	\$43,095	\$45,227	\$47,431	\$49,851	\$52,341	\$55,012	\$57,728	\$59,694	\$60,397	\$63,725	\$64,475	\$64,725		
<b>Grade 9</b>														
Management Assistant II														
Accountability Assistant														
1-2-10	\$43,272	\$45,423	\$47,711	\$50,109	\$52,611	\$55,208	\$57,960	\$59,936	\$60,641	\$63,982	\$64,732	\$64,982		
7-3-10	\$43,705	\$45,877	\$48,188	\$50,610	\$53,137	\$55,760	\$58,540	\$60,535	\$61,247	\$64,622	\$65,372	\$65,622		
1-1-11	\$44,361	\$46,565	\$48,911	\$51,369	\$53,934	\$56,596	\$59,418	\$61,443	\$62,166	\$65,591	\$66,341	\$66,591		

**APPENDIX A (continued)**

**TITLES AND SALARIES**

	Year	1	2	3	4	5	6	7	8	9	10	11	15	20
Step	0	1	2	3	4	5	6	7	8	9	10	11	15	20
<b>Grade 10</b>														
Contract Coordinator														
Energy Efficiency Coordinator														
Graphic Artist 2														
Human Resource Coordinator														
Research Analyst 2														
Security & Emergency Management Project Coordinator														
Student Information System Support Specialist														
Training Specialist														
1-2-10	\$44,504	\$46,760	\$49,120	\$51,587	\$54,126	\$56,897	\$59,757	\$61,794	\$62,520	\$65,965	\$66,715	\$66,965	\$66,965	\$66,965
7-3-10	\$44,949	\$47,228	\$49,611	\$52,103	\$54,667	\$57,466	\$60,355	\$62,412	\$63,145	\$66,625	\$67,375	\$67,625	\$67,625	\$67,625
1-1-11	\$45,623	\$47,936	\$50,355	\$52,885	\$55,487	\$58,328	\$61,260	\$63,348	\$64,092	\$67,624	\$68,374	\$68,624	\$68,624	\$68,624
<b>Grade 11</b>														
Accountant 2														
Architect 1														
Energy & Sustainability Coordinator														
1-2-10	\$45,913	\$48,205	\$50,600	\$53,175	\$55,781	\$58,477	\$61,555	\$63,653	\$64,401	\$67,948	\$68,698	\$68,948	\$68,948	\$68,948
7-3-10	\$46,372	\$48,687	\$51,106	\$53,707	\$56,339	\$59,062	\$62,171	\$64,290	\$65,045	\$68,627	\$69,377	\$69,627	\$69,627	\$69,627
1-1-11	\$47,068	\$49,417	\$51,873	\$54,513	\$57,184	\$59,948	\$63,104	\$65,254	\$66,021	\$69,656	\$70,406	\$70,656	\$70,656	\$70,656
<b>Grade 12</b>														
Benefits Specialist 2														
Human Rights Investigator														
Communications Specialist (effective 7/1/10)														
Nutrition Services Purchasing Analyst														
Safety Specialist														
Systems Analyst 1														
Technology Construction Project Coordinator														
Value Analyst 1														
Workforce Management Specialist 2														
1-2-10	\$47,289	\$49,616	\$52,117	\$54,724	\$57,438	\$60,420	\$63,389	\$65,547	\$66,319	\$69,972	\$70,722	\$70,972	\$70,972	\$70,972
7-3-10	\$47,762	\$50,112	\$52,638	\$55,271	\$58,012	\$61,024	\$64,023	\$66,202	\$66,982	\$70,672	\$71,422	\$71,672	\$71,672	\$71,672
1-1-11	\$48,478	\$50,864	\$53,428	\$56,100	\$58,882	\$61,939	\$64,983	\$67,195	\$67,987	\$71,732	\$72,482	\$72,732	\$72,732	\$72,732

**APPENDIX A (continued)**

**TITLES AND SALARIES**

Year	0	1	2	3	4	5	6	7	8	9	10	11	12
Step	1	2	3	4	5	6	7	8	9	10	11	12	
<b>Grade 13</b>													
Business Operations & Systems Coordinator													
Fund Development Specialist													
Management Assistant 3													
1-2-10	\$48,701	\$51,165	\$53,631	\$56,346	\$59,235	\$62,180	\$65,220	\$67,442	\$68,237	\$71,994	\$72,744	\$72,994	
7-3-10	\$49,188	\$51,677	\$54,167	\$56,909	\$59,827	\$62,802	\$65,872	\$68,116	\$68,919	\$72,714	\$73,464	\$73,714	
1-1-11	\$49,926	\$52,452	\$54,980	\$57,763	\$60,724	\$63,744	\$66,860	\$69,138	\$69,953	\$73,805	\$74,555	\$74,805	
<b>Grade 14</b>													
Ombudsperson													
Research Analyst 3													
Recruitment and Diversity Specialist													
Safety Program Specialist													
Workforce Design Specialist													
Workforce Management Specialist 3													
1-2-10	\$50,143	\$52,646	\$55,323	\$58,037	\$60,961	\$64,014	\$67,238	\$69,529	\$70,348	\$74,222	\$74,972	\$75,222	
7-3-10	\$50,644	\$53,172	\$55,876	\$58,617	\$61,571	\$64,654	\$67,910	\$70,224	\$71,051	\$74,964	\$75,714	\$75,964	
1-1-11	\$51,404	\$53,970	\$56,714	\$59,496	\$62,495	\$65,624	\$68,929	\$71,277	\$72,117	\$76,088	\$76,838	\$77,088	
<b>Grade 15</b>													
Accountant 3													
Architect 2													
Facilities Maintenance Planner													
Maintenance and Capital Improvement Planner													
1-2-10	\$51,659	\$54,197	\$56,945	\$59,764	\$62,758	\$65,990	\$69,291	\$71,652	\$72,494	\$76,487	\$77,237	\$77,487	
7-3-10	\$52,176	\$54,739	\$57,514	\$60,362	\$63,386	\$66,650	\$69,984	\$72,369	\$73,219	\$77,252	\$78,002	\$78,252	
1-1-11	\$52,959	\$55,560	\$58,377	\$61,267	\$64,337	\$67,650	\$71,034	\$73,455	\$74,317	\$78,411	\$79,161	\$79,411	
<b>Grade 16</b>													
Facilities Data Coordinator													
Human Resource Consultant													
Human Resource Information Management Analyst													
Management Information Systems Analyst/Applications Support													
Network Specialist													
Systems Analyst 2													
Systems Support Specialist 3													
Value Analyst 2													

1-2-10	\$53,210	\$55,889	\$58,670	\$61,594	\$64,697	\$67,932	\$71,306	\$73,735	\$74,604	\$78,713	\$79,463	\$79,713
7-3-10	\$53,742	\$56,448	\$59,257	\$62,210	\$65,344	\$68,611	\$72,019	\$74,472	\$75,350	\$79,500	\$80,250	\$80,500
1-1-11	\$54,548	\$57,295	\$60,146	\$63,143	\$66,324	\$69,640	\$73,099	\$75,589	\$76,480	\$80,693	\$81,443	\$81,693

**Grade 17**

Emergency Preparedness Coordinator

Operations Performance Enhancement Specialist

1-2-10	\$54,830	\$57,508	\$60,363	\$63,427	\$66,600	\$70,016	\$73,544	\$76,049	\$76,945	\$81,183	\$81,933	\$82,183
7-3-10	\$55,378	\$58,083	\$60,967	\$64,061	\$67,266	\$70,716	\$74,279	\$76,809	\$77,714	\$81,995	\$82,745	\$82,995
1-1-11	\$56,209	\$58,954	\$61,882	\$65,022	\$68,275	\$71,777	\$75,393	\$77,961	\$78,880	\$83,225	\$83,975	\$84,225

**Grade 18**

Fund Development Coordinator

Human Resource Information Management Analyst

Information Systems Management Specialist

Public Relations Coordinator

Senior Budget Analyst

Senior Ombudsperson

Student Information System Support Analyst

1-2-10	\$56,416	\$59,304	\$62,230	\$65,401	\$68,642	\$72,136	\$75,632	\$78,209	\$79,128	\$83,488	\$84,238	\$84,488
7-3-10	\$56,980	\$59,897	\$62,852	\$66,055	\$69,328	\$72,857	\$76,388	\$78,991	\$79,919	\$84,323	\$85,073	\$85,323
1-1-11	\$57,835	\$60,795	\$63,795	\$67,046	\$70,368	\$73,950	\$77,534	\$80,176	\$81,118	\$85,588	\$86,338	\$86,588

**Grade 20**

Architect III

Assessment Specialist

Mechanical Engineer 3

Systems Analyst 3

1-2-10	\$59,904	\$62,899	\$66,034	\$69,348	\$72,802	\$76,449	\$80,289	\$83,023	\$84,000	\$88,628	\$89,378	\$89,628
7-3-10	\$60,503	\$63,528	\$66,694	\$70,041	\$73,530	\$77,213	\$81,092	\$83,853	\$84,840	\$89,514	\$90,264	\$90,514
1-1-11	\$61,411	\$64,481	\$67,694	\$71,092	\$74,633	\$78,371	\$82,308	\$85,111	\$86,113	\$90,857	\$91,607	\$91,857

**Grade 22**

Program Evaluator

1-2-10	\$63,533	\$66,704	\$70,052	\$73,540	\$77,205	\$81,122	\$85,163	\$88,065	\$89,101	\$94,010	\$94,760	\$95,010
7-3-10	\$64,168	\$67,371	\$70,753	\$74,275	\$77,977	\$81,933	\$86,015	\$88,946	\$89,992	\$94,950	\$95,700	\$95,950
1-1-11	\$65,131	\$68,382	\$71,814	\$75,389	\$79,147	\$83,162	\$87,305	\$90,280	\$91,342	\$96,374	\$97,124	\$97,374

**Grade 30**

Network/Information Systems Administrator

1-2-10	\$80,518	\$84,501	\$88,693	\$93,169	\$97,820	\$102,688	\$107,931	\$111,608	\$112,921	\$119,143	\$119,893	\$120,143
7-3-10	\$81,323	\$85,346	\$89,580	\$94,101	\$98,798	\$103,715	\$109,010	\$112,724	\$114,050	\$120,334	\$121,084	\$121,334
1-1-11	\$82,543	\$86,626	\$90,924	\$95,513	\$100,280	\$105,271	\$110,645	\$114,415	\$115,761	\$122,139	\$122,889	\$123,139

Annual salaries are based on 2,080 hours. If a contract work year exceeds 2,080 hours, additional salary will be based on the daily/hourly rate of pay.

**APPENDIX B****TITLES AND GRADES  
PROFESSIONAL EMPLOYEES' ASSOCIATION, INC.**

<u>Grades</u>	<u>Classified Titles</u>
Grade 7	Accountant 1
Grade 11	Accountant 2
Grade 15	Accountant 3
Grade 11	Architect 1
Grade 15	Architect 2
Grade 20	Architect 3
Grade 11	Energy & Sustainability Coordinator
Grade 16	Facilities Data Coordinator
Grade 15	Facilities Maintenance Planner
Grade 5	Graphic Artist 1
Grade 10	Graphic Artist 2*
Grade 16	Human Resource Consultant
Grade 10	Human Resource Coordinator
Grade 15	Maintenance and Capital Improvement Planner
Grade 5	Management Assistant 1
Grade 9	Management Assistant 2
Grade 13	Management Assistant 3
Grade 20	Mechanical Engineer 3
Grade 12	Multimedia Specialist
Grade 16	Network Specialist
Grade 12	Nutrition Services Purchasing Analyst
Grade 17	Operations Performance Enhancement Specialist
Grade 3	Public Information Specialist 1
Grade 7	Public Information Specialist 2
Grade 7	Research Analyst 1
Grade 10	Research Analyst 2
Grade 14	Research Analyst 3
Grade 12	Safety Specialist
Grade 18	Senior Budget Analyst
Grade 12	Systems Analyst 1
Grade 16	Systems Analyst 2
Grade 20	Systems Analyst 3
Grade 10	Training Specialist
Grade 12	Value Analyst 1
Grade 16	Value Analyst 2

Appendix B (continued)

TITLES AND GRADES  
PROFESSIONAL EMPLOYEES' ASSOCIATION, INC.

<u>Grades</u>	<u>Unclassified Titles</u>
Grade 9	Accountability Specialist
Grade 20	Assessment Specialist
Grade 12	Benefits Specialist 2
Grade 13	Business Operations and Systems Coordinator
Grade 10	Contract Coordinator
Grade 17	Emergency Preparedness Coordinator
Grade 10	Energy Efficiency Coordinator
Grade 3	Fund Development Assistant
Grade 18	Fund Development Coordinator
Grade 13	Fund Development Specialist
Grade 16	Human Resource Information Management Analyst
Grade 18	Human Resource Information Management Systems Specialist
Grade 12	Human Rights Investigator
Grade 14	Human Resource Specialist
Grade 16	MIS Analyst/Application Support
Grade 12	Multimedia Specialist
Grade 30	Network/Information Systems Administrator
Grade 14	Ombudsperson
Grade 22	Program Evaluator
Grade 18	Public Relations Coordinator
Grade 14	Recruitment and Diversity Specialist
Grade 14	Safety Program Specialist
Grade 12	Security and Emergency Management Project Coordinator
Grade 18	Senior Ombudsperson
Grade 18	Student Information System Support Analyst
Grade 10	Student Information System Support Specialist
Grade 16	Systems Support Specialist 3 (effective 10/21/08)
Grade 5	Technical Training Assistant
Grade 12	Technology Construction Project Coordinator
Grade 14	Workforce Design Specialist
Grade 8	Workforce Management Specialist 1
Grade 12	Workforce Management Specialist 2
Grade 14	Workforce Management Specialist 3

APPENDIX C

STANDARD RANGES, JULY 3, 2010  
PROFESSIONAL EMPLOYEES' ASSOCIATION, INC.

Years	Start	1	2	3	4	5	6	7	8	9	15	20
Step	1	2	3	4	5	6	7	8	9	10	15	20
Grade 1	33,523	36,195	38,011	39,969	41,889	44,071	46,211	47,784	48,347	51,010	51,760	52,010
2	35,555	37,298	39,185	41,106	43,207	45,379	47,655	49,279	49,859	52,605	53,355	53,605
3	36,587	38,436	40,324	42,390	44,488	46,757	49,026	50,697	51,293	54,117	54,867	55,117
4	37,690	39,540	41,571	43,668	45,840	48,099	50,543	52,265	52,880	55,794	56,544	56,794
5	38,793	40,821	42,815	44,949	47,157	49,553	51,988	53,758	54,391	57,385	58,135	58,385
6	40,004	42,032	44,131	46,303	48,580	51,078	53,578	55,404	56,055	59,144	59,894	60,144
7	41,214	43,241	45,448	47,728	50,076	52,601	55,210	57,090	57,761	60,943	61,693	61,943
8	42,458	44,559	46,730	49,114	51,567	54,199	56,875	58,812	59,504	62,783	63,533	63,783
9	43,705	45,877	48,188	50,610	53,137	55,760	58,540	60,535	61,247	64,622	65,372	65,622
10	44,949	47,228	49,611	52,103	54,667	57,466	60,355	62,412	63,145	66,625	67,375	67,625
11	46,372	48,687	51,106	53,707	56,339	59,062	62,171	64,290	65,045	68,627	69,377	69,627
12	47,762	50,112	52,638	55,271	58,012	61,024	64,023	66,202	66,982	70,672	71,422	71,672
13	49,188	51,677	54,167	56,909	59,827	62,802	65,872	68,116	68,919	72,714	73,464	73,714
14	50,644	53,172	55,876	58,617	61,571	64,654	67,910	70,224	71,051	74,964	75,714	75,964
15	52,176	54,739	57,514	60,362	63,386	66,650	69,984	72,369	73,219	77,252	78,002	78,252
16	53,742	56,448	59,257	62,210	65,344	68,611	72,019	74,472	75,350	79,500	80,250	80,500
17	55,378	58,083	60,967	64,061	67,266	70,716	74,279	76,809	77,714	81,995	82,745	82,995
18	56,980	59,897	62,852	66,055	69,328	72,857	76,388	78,991	79,919	84,323	85,073	85,323
19	58,687	61,641	64,737	67,978	71,429	74,926	78,721	81,404	82,360	86,896	87,646	87,896
20	60,503	63,528	66,694	70,041	73,530	77,213	81,092	83,853	84,840	89,514	90,264	90,514
21	62,284	65,416	68,691	72,177	75,700	79,536	83,534	86,380	87,396	92,212	92,962	93,212
22	64,168	67,371	70,753	74,275	77,977	81,933	86,015	88,946	89,992	94,950	95,700	95,950
23	66,137	69,402	72,830	76,555	80,327	84,439	88,645	91,665	92,744	97,852	98,602	98,852
24	68,050	71,500	75,059	78,796	82,785	86,906	91,201	94,308	95,417	100,673	101,423	101,673
25	70,149	73,636	77,265	81,146	85,203	89,556	93,976	97,179	98,322	103,740	104,490	104,740
26	72,282	75,771	79,652	83,636	87,799	92,242	96,791	100,089	101,266	106,845	107,595	107,845
27	74,382	78,119	81,999	86,127	90,433	94,965	99,716	103,114	104,326	110,072	110,822	111,072
28	76,625	80,471	84,528	88,655	93,103	97,870	102,715	106,215	107,463	113,385	114,135	114,385
29	78,939	82,853	86,981	91,394	95,951	100,774	105,788	109,391	110,678	116,775	117,525	117,775
30	81,323	85,346	89,580	94,101	98,798	103,715	109,010	112,724	114,050	120,334	121,084	121,334
31	83,744	87,943	92,320	96,912	101,752	106,909	112,216	116,038	117,403	123,871	124,621	124,871
32	86,200	90,577	95,097	99,866	104,814	110,141	115,564	119,502	120,908	127,568	128,318	128,568
33	88,797	93,281	97,944	102,891	107,981	113,444	119,081	123,138	124,587	131,449	132,199	132,449
34	91,468	96,093	100,896	105,918	111,219	116,821	122,710	126,892	128,385	135,456	136,206	136,456
35	94,241	99,012	103,888	109,086	114,530	120,378	126,341	130,642	132,180	139,462	140,212	140,462
36	97,055	101,896	107,020	112,394	117,980	123,935	130,078	134,511	136,092	143,590	144,340	144,590
37	99,972	104,955	110,187	115,738	121,505	127,675	134,003	138,569	140,200	147,923	148,673	148,923
38	102,999	108,124	113,533	119,192	125,171	131,520	138,002	142,703	144,384	152,335	153,085	153,335
39	106,063	111,362	116,914	122,821	128,942	135,406	142,188	147,031	148,761	156,956	157,706	157,956
40	109,263	114,744	120,473	126,416	132,822	139,765	146,447	151,434	153,216	161,657	162,407	162,657
41	112,500	118,158	124,030	130,222	136,737	143,900	150,779	155,914	157,749	166,438	167,188	167,438
42	115,916	121,646	127,733	134,104	140,829	148,220	155,332	160,624	162,515	171,466	172,216	172,466
43	119,336	125,349	131,577	138,161	145,101	152,686	159,998	165,449	167,395	176,616	177,366	177,616
44	122,927	129,085	135,563	142,362	149,443	157,259	164,811	170,425	172,431	181,929	182,679	182,929
45	126,666	132,963	139,584	146,549	153,892	161,942	169,737	175,518	177,584	187,365	188,115	188,365

Annual salaries are based on 2,080 hours. If a contract work year exceeds 2,080 hours, additional salary will be paid based on the daily/hourly rate of pay.

APPENDIX C (continued)

STANDARD RANGES, JANUARY 1, 2011  
PROFESSIONAL EMPLOYEES ASSOCIATION, INC.

Years	Start	1	2	3	4	5	6	7	8	9	15	20
Step	1	2	3	4	5	6	7	8	9	10	15	20
Grade 1	35,041	36,738	38,581	40,569	42,517	44,732	46,904	48,501	49,072	51,775	52,525	52,775
2	36,088	37,857	39,773	41,723	43,855	46,060	48,370	50,018	50,607	53,394	54,144	54,394
3	37,136	39,013	40,929	43,026	45,155	47,458	49,761	51,457	52,062	54,929	55,679	55,929
4	38,255	40,133	42,195	44,323	46,528	48,820	51,301	53,049	53,673	56,631	57,381	57,631
5	39,375	41,433	43,457	45,623	47,864	50,296	52,768	54,564	55,207	58,246	58,996	59,246
6	40,604	42,662	44,793	46,998	49,309	51,844	54,382	56,235	56,896	60,031	60,781	61,031
7	41,832	43,890	46,130	48,444	50,827	53,390	56,038	57,946	58,627	61,857	62,607	62,857
8	43,095	45,227	47,431	49,851	52,341	55,012	57,728	59,694	60,397	63,725	64,475	64,725
9	44,361	46,565	48,911	51,369	53,934	56,596	59,418	61,443	62,166	65,591	66,341	66,591
10	45,623	47,936	50,355	52,885	55,487	58,328	61,260	63,348	64,092	67,624	68,374	68,624
11	47,068	49,417	51,873	54,513	57,184	59,948	63,104	65,254	66,021	69,656	70,406	70,656
12	48,478	50,864	53,428	56,100	58,882	61,939	64,983	67,195	67,987	71,732	72,482	72,732
13	49,926	52,452	54,980	57,763	60,724	63,744	66,860	69,138	69,953	73,805	74,555	74,805
14	51,404	53,970	56,714	59,496	62,495	65,624	68,929	71,277	72,117	76,088	76,838	77,088
15	52,959	55,560	58,377	61,267	64,337	67,650	71,034	73,455	74,317	78,411	79,161	79,411
16	54,548	57,295	60,146	63,143	66,324	69,640	73,099	75,589	76,480	80,693	81,443	81,693
17	56,209	58,954	61,882	65,022	68,275	71,777	75,393	77,961	78,880	83,225	83,975	84,225
18	57,835	60,795	63,795	67,046	70,368	73,950	77,534	80,176	81,118	85,588	86,338	86,588
19	59,567	62,566	65,708	68,998	72,500	76,050	79,902	82,625	83,595	88,199	88,949	89,199
20	61,411	64,481	67,694	71,092	74,633	78,371	82,308	85,111	86,113	90,857	91,607	91,857
21	63,218	66,397	69,721	73,260	76,836	80,729	84,787	87,676	88,707	93,595	94,345	94,595
22	65,131	68,382	71,814	75,389	79,147	83,162	87,305	90,280	91,342	96,374	97,124	97,374
23	67,129	70,443	73,922	77,703	81,532	85,706	89,975	93,040	94,135	99,320	100,070	100,320
24	69,071	72,573	76,185	79,978	84,027	88,210	92,569	95,723	96,848	102,183	102,933	103,183
25	71,201	74,741	78,424	82,363	86,481	90,899	95,386	98,637	99,797	105,296	106,046	106,296
26	73,366	76,908	80,847	84,891	89,116	93,626	98,243	101,590	102,785	108,448	109,198	109,448
27	75,498	79,291	83,229	87,419	91,789	96,389	101,212	104,661	105,891	111,723	112,473	112,723
28	77,774	81,678	85,796	89,985	94,500	99,338	104,256	107,808	109,075	115,086	115,836	116,086
29	80,123	84,096	88,286	92,765	97,390	102,286	107,375	111,032	112,338	118,527	119,277	119,527
30	82,543	86,626	90,924	95,513	100,280	105,271	110,645	114,415	115,761	122,139	122,889	123,139
31	85,000	89,262	93,705	98,366	103,278	108,513	113,899	117,779	119,164	125,729	126,479	126,729
32	87,493	91,936	96,523	101,364	106,386	111,793	117,297	121,295	122,722	129,482	130,232	130,482
33	90,129	94,680	99,413	104,434	109,601	115,146	120,867	124,985	126,456	133,421	134,171	134,421
34	92,840	97,534	102,409	107,507	112,887	118,573	124,551	128,795	130,311	137,488	138,238	138,488
35	95,655	100,497	105,446	110,722	116,248	122,184	128,236	132,602	134,163	141,554	142,304	142,554
36	98,511	103,424	108,625	114,080	119,750	125,794	132,029	136,529	138,133	145,744	146,494	146,744
37	101,472	106,529	111,840	117,474	123,328	129,590	136,013	140,648	142,303	150,142	150,892	151,142
38	104,544	109,746	115,236	120,980	127,049	133,493	140,072	144,844	146,550	154,620	155,370	155,620
39	107,654	113,032	118,668	124,663	130,876	137,437	144,321	149,236	150,992	159,310	160,060	160,310
40	110,902	116,465	122,280	128,312	134,814	141,861	148,644	153,706	155,514	164,082	164,832	165,082
41	114,188	119,930	125,890	132,175	138,788	146,059	153,041	158,253	160,115	168,935	169,685	169,935
42	117,655	123,471	129,649	136,116	142,941	150,443	157,662	163,033	164,953	174,038	174,788	175,038
43	121,126	127,229	133,551	140,233	147,278	154,976	162,398	167,931	169,906	179,265	180,015	180,265
44	124,771	131,021	137,596	144,497	151,685	159,618	167,283	172,981	175,017	184,658	185,408	185,658
45	128,566	134,957	141,678	148,747	156,200	164,371	172,283	178,151	180,248	190,175	190,925	191,175

Annual salaries are based on 2,080 hours. If a contract work year exceeds 2,080 hours, additional salary will be paid based on the daily/hourly rate of pay.

**MEMORANDUM OF AGREEMENT**  
**Post Employment Health Insurance**

This Memorandum of Agreement is by and between the Board of Education, Independent School District No. 625 (hereinafter "District"); and the Professional Employees Association, Inc. (hereinafter "Association"), exclusive representative for Professional Employees. It is entered into for the exclusive purpose of setting forth a sunset to post-employment retirement benefits for future employees.

Pertinent Facts

- Saint Paul Public Schools will qualify to levy for 2011-12 funds to assist with the District's obligation to pay for post-employment retirement benefits if future employees are ineligible for all district contributions for health insurance premiums upon retirement.
- The 2008-2009 labor agreement between the parties contains a sunset on district contributions for health insurance after a retiree reaches Medicare eligibility. The agreement does not contain a sunset for district contributions toward health insurance prior to Medicare eligibility.
- In order to qualify for the levy, the parties must agree to a sunset provision that provides no health insurance (pre- and post-Medicare eligible) for all future employees.

Terms and Conditions of Employment specific to:

- The labor agreement between the District and the Association establishes all of the terms and conditions for retirement benefits, and its terms are not voided or diminished for any current employee by any supplementary provision herein stated.
- The amendment herein stated pertains only to future new employees.
- The parties agree to add the following language to Article 15, Section 2, Subd. 1.3, Eligibility Requirements for All Retirees, of the 2010-11 agreement:
  - E. Employees hired into the District on or after January 1, 2014, will not be eligible for any district contribution toward health insurance upon retirement.
- The parties agree to add the following new language to Article 15, Section 2, new Subd. 5.1, to the 2010-11 agreement:

Memorandum of Agreement  
Post-Employment Health Insurance  
April 2010

Employees hired in the District on or after January 1, 2014, shall be eligible for \$200 per year employer match in addition to the match amount provided in this section for employees hired after January 1, 1996.

Additionally, Effective January 1, 2016, all employees hired in the District after January 1, 2014 will receive a \$200 per year District contribution toward a health care savings plan.

- The District will request an Attorney General's opinion on the necessity of the January 1, 2014, sunset provision set forth herein. In the event the Attorney General's opinion determines such sunset provision is not necessary in order to qualify the District to levy under M.S. 126C.41, Subd. 2(b), this agreement is null and void.

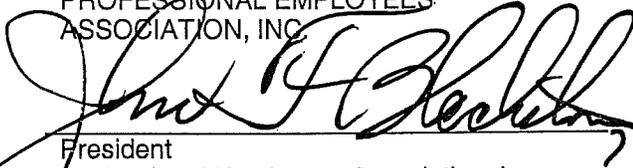
Duration

This Memorandum of Agreement shall remain in effect until a successor agreement is ratified by both parties.

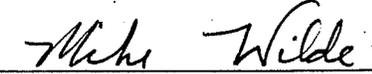
INDEPENDENT SCHOOL DISTRICT NO.  
625

  
Elona Street-Stewart  
Chair, Board of Education

PROFESSIONAL EMPLOYEES  
ASSOCIATION, INC.

  
President  
Professional Employees Association, Inc.

  
Michael Baumann  
Chief Business Officer

  
Mike Wilde  
PEA Legal Counsel

  
Susan Gutbrod  
Negotiations/Employee Relations Manager

Date 08/17/10

Date 8-17-10

## **ADDITIONAL INFORMATION**

(Not a Part of the Negotiated Agreement)

### **LABOR MANAGEMENT COOPERATION**

The District and Association agree that it is in the best interest of professional employees and the school district to meet and discuss areas of concern or ideas for ways to improve what we are already doing. Therefore, the Association and the District will work together, during the term of the 2010-2011 labor agreement, on a forum for these discussions. These discussions are intended to address issues quickly by bringing people relevant to the discussion together in a forum to talk. Either the Association or the District can initiate these discussions. Both parties understand that to limit disruptions at the various work sites, participation in these discussions should be limited to small groups of people. This forum does not replace negotiations of contractual issues.

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