

**2014 - 2016**

**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, 2014 Through June 30, 2016**





SAINT PAUL PUBLIC SCHOOLS  
Independent School District No. 625

Board of Education

Mary Doran	Chair
Keith Hardy	Vice-Chair
John Brodrick	Clerk
Anne Carroll	Treasurer
Jean O'Connell	Director
Louise Seeba	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.

Work Place Environment. Employees have the right to a workplace free from abuse, threats, and assaults related to their work whether the behaviors originate from customers or co-workers at any level of the District. Behaviors covered include, but are not limited to, all forms of harassment, bullying, intimidation, physical threats or assaults, robbery and other intrusive behaviors. Employees who experience such behavior are encouraged to contact the Human Resources Department as outlined in School Board Policy 415.00 Harassment, Violence and Other Offensive Behavior.

The Employer and the Union affirm their commitment to encourage and maintain a work environment that is hospitable to all employees, managers, and supervisors. Both parties share the goal of supporting the well being of employees, supervisors and managers.

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 (BMS), 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 Minnesota Statute (M.S.) §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.
- 3.2. Both parties agree that job responsibilities within the bargaining unit should remain with members of the bargaining unit.
  - 3.2.1 In the event the Employer feels it is necessary to contract out or subcontract any work performed by employees covered by this agreement, the Employer will notify the Union at least ten (10) days prior to the issuance of a Request for Proposal (RFP), or if no RFP is issued, no less than thirty (30) calendar days in advance of the effective date. During the thirty (30) days the Employer will meet with the Union and discuss possible ways and means to minimize the elimination of positions and avoid layoff of current employees.
  - 3.2.2 In the event of a merger, transfer or reorganization of any department which will result in the reduction of staff, the Employer will notify the Union no less than thirty (30) days in advance. During the thirty (30) days the Employer will meet with the Union and discuss possible ways and means to minimize the elimination of positions and avoid layoff of current employees.

### 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 (2) 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. Additional hours or work weeks that become available will first be offered to permanent employees at the work site within the same job title in seniority order. If no such employee accepts the hours, the hours will be offered to others in the same job title at other work locations with consideration given to employee seniority provided the additional hours do not conflict with the hours scheduled at the regular work site. In the event no regular employee volunteers, the District may employ a temporary employee for the additional hours.

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 (1 1/2) 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 <sup>th</sup> year	.0576	120	15
5 <sup>th</sup> year through 9 <sup>th</sup> year	.0769	160	20
10 <sup>th</sup> year through 15 <sup>th</sup> year	.0846	176	22
16 <sup>th</sup> year through 23 <sup>rd</sup> year	.1000	208	26
24 <sup>th</sup> 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. **The Employer will seek mutual consent of the employee. If unable to reach mutual consent, option a, b, or c is at the discretion of the Employer.**

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.

**8.2.3.1 In the event that a 10 month employee's regular work schedule is extended beyond the normal work year, the vacation cut-off of June 30 will be extended proportionally to reflect the extension of the regular assignment.**

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.

8.5 At the time that an employee retires, resigns or otherwise ends their employment relationship with the District, they shall be paid for all accrued but unused vacation hours at the rate of pay in place at the time of separation.

**Retiree unused vacation is paid to the 403(b) tax deferred retirement plan. This is separate from severance.**

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 M.S. §181.9413 and shall remain available as provided in Statute.

9.1.4 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. §181.9413.

9.2 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.

ARTICLE 9. LEAVE OF ABSENCE (continued)

9.3 Court Duty Leave

- 9.3.1 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.
- 9.3.2 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.

9.4 Military Leave

- 9.4.1 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 M.S. §471.975.

- 9.4.2 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 9.4 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)

9.5 General Non-Compensatory Leave of Absence. After three (3) months of employment, an employee may make application for a leave of absence not to exceed one (1) year. A leave of absence shall be granted on the basis established in the Civil Service Rules (Resolution No. 3250).

9.5.1 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.

9.6 Parental Leave

9.6.1 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.

9.6.2 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 District Executive Director of Human Resources 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.

9.6.3 In the case of adoption, the employee shall submit to the District Executive Director of Human Resources 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)

- 9.6.4 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.
- 9.6.5 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.
- 9.7 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.
- 9.8 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 M.S. §181.9412 rules, so long as the Statute so provides.
- 9.9 Educational Leave. Leave with pay may be granted for educational purposes at the option of the Employer.
- 9.10 Union Official Leave. An employee elected or appointed to a position involving work with 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. An employee may choose to use accrued vacation or compensatory time instead of a leave of absence without pay. In the event an employee chooses the leave without pay option, the employee shall continue to accrue seniority. The Employer shall continue to pay the Employer's portion of any health, life, or dental insurance premiums in effect immediately prior to the commencement of such leave as long as the leave does not exceed two pay periods provided that if the employee fails to return to the District, he/she shall refund to the District the amount paid by the District in premium contribution.
- 9.11 Release Time for Negotiations, Labor Management Committees and Meet and Confer Meetings. Members appointed or elected by the union as part of the Union's negotiating team or representative(s) to labor management or meet and confer meetings may be released from their assignment with appropriate advance notice for such reasonable time as is necessary to attend negotiation sessions or meetings 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 shall be granted by the District when such meetings occur during the employee's regularly scheduled work hours.
- 9.12 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 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.
- 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, 15 or 20 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 at the end 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 (1) additional salary 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 advance one (1) additional salary step on the first pay period in July following the beginning of ten (10) calendar years of service in the District, not to exceed Step 7.
  - 10.5.3 An employee who meets the eligibility requirements in 10.4 of this Section will advance one (1) additional salary step on the first pay period in July following the beginning of fifteen (15) calendar years of service in the District, not to exceed Step 8.
  - 10.5.4 An employee who meets the eligibility requirements in 10.4 of this Section will advance one (1) additional salary step on the first pay period in July following the beginning of twenty (20) calendar years of service in the District.

ARTICLE 10. WAGES (continued)

- 10.6 Correction of Compensation Errors. Employees should routinely review their biweekly 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.
- 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 (2) 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.
- 10.6.2 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 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 District, under policy adopted by the Board, may be reimbursed for the use of their automobiles for District business. The mileage allowance for eligible employees shall be established by the Board. The mileage reimbursement rate shall be indexed periodically to reflect the rate established by the Internal Revenue Service (IRS).
- 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 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 eligible upon separation of service to receive pension benefits under provisions of the St. Paul Teachers Retirement Fund, the Public Employee's Retirement Association of Minnesota (PERA) or the other public employee pension program.
- 13.2.2 The employee must be voluntarily separated from 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 District 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation Pay in an amount equal to \$125 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 District 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 **225** 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 District 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay in an amount equal to \$125 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 **\$22,500. This maximum applies to unused sick leave accruals. Retiree accrued unused vacation is paid to the 403(b) tax deferred retirement plan. This is separate from severance and payable under provisions of 8.5.**
- 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 the District 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 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 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, 2014, 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 **\$637.50** 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 **\$1,250** per month, whichever is less.
  - 1.5.1 Effective January 1, 2015, 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 **\$637.50** 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 **\$1,275** per month, whichever is less.
  - 1.5.2 Effective January 1, 2016, 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 **\$652.50** 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 **\$1,290** 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 the District contribution toward 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 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 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 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.
  - F. Employees hired into the District on or after January 1, 2014, will not be eligible for any district contribution toward health insurance upon retirement.

Years of regular service with the City of Saint Paul will continue to be counted toward meeting the service requirement of this Subd. 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 the District. 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 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. 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 Subd.

- 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 Subd. 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, 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.

- 5.1 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.

Federal and state rules governing participation in the Minnesota Deferred Compensation 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 (2) 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. For the purposes of this section the following groupings of job titles shall be considered as one classification:

- Clerk I BOE and Clerk II BOE;
- Clerk Typist I BOE and Clerk Typist II BOE; and
- Data Entry Operator I BOE and Data Entry Operator II BOE

If there are vacancies in the class titles on which seniority was based, in any other department, the affected employee will be placed 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. Whenever possible, employees shall be placed in a position with the same or similar number of annual hours per work year as the position from which they are being displaced. If no vacancy exists the least senior employee in such titles shall be identified. The affected employee shall have the right to claim that position and the least senior employee shall be the employee laid off.

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.

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.

- 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 (2) years of layoff.
- 16.8 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. The Board of Education is not included as a City department nor is a Board of Education employee included as a City employee.

## 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.

Designated and certified stewards and the chair officers of the Local Union shall be granted reasonable time off, with pay, in order to investigate and/or present grievances to the Employer and to attend meetings at which an employee is formally questioned during an investigation into conduct which may lead to disciplinary action during their normal working hours. Such stewards and chair officers, however, shall not leave their work stations without first obtaining the permission of their immediate supervisor and shall notify their immediate supervisor upon returning to work. The permission of the supervisor shall not be denied without good cause. Stewards and other representatives of the Union shall not interfere in any way with the Employer's operation or with the performance of work by its employees.

- 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.

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 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.
- 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 arbitrators. 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 or pending selection of a permanent employee to fill a vacant position, 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 **or six (6) calendar months whichever comes first** in any fiscal year provided that a temporary employee used to fill a position left temporarily vacant due to a permanent employee utilizing paid or unpaid leaves of absence may be used for the duration of the leave even if the leave exceeds 1,040 hours.

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

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

## 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 Web site for at least five (5) working days before filling the vacancy so that qualified District employees who hold the title may apply for consideration.
- 22.1.1 Employees who as a result of the bumping/placement process have been placed in a position with different work hours or work weeks shall be selected by seniority order for positions within their job title which allow them to return to the work hours or work weeks held prior to bumping/placement.
- 22.1.2 Employees requesting to be transferred to a vacant position within their classification shall be given priority by seniority order for transfer as long as the Employer has no reasonable reservations about the employee's ability to fill the vacancy prior to the hiring of an outside candidate.
- 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 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 (PELRA). 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 PELRA.
- 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 provide through the Environmental Health and Safety Office, **personal protective equipment** [http://facilities.spps.org/personal\\_protective\\_equipment](http://facilities.spps.org/personal_protective_equipment). Employees must contact the Facility Planning Office to obtain preauthorization for safety shoes and equipment. This shall apply only to those employees who are required to wear protective shoes or boots, etc. by the Employer. Each piece of required safety equipment will be replaced once during the term of this agreement.
- 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, 2014, through June 30, 2016, 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:

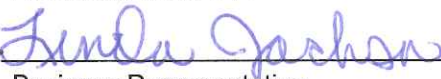
INDEPENDENT SCHOOL DISTRICT  
NO. 625

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

  
\_\_\_\_\_  
Executive Director of Human Resources

  
\_\_\_\_\_  
Business Representative

  
\_\_\_\_\_  
Negotiations/Employee Relations  
Assistant Manager

6-17-15  
\_\_\_\_\_  
Date

6-23-15  
\_\_\_\_\_  
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	20
Step	1	2	3	4	5	6	7	8	9
<b>Grade 9</b>									
Clerk 1 BOE									
Clerk 1 BOE (Bilingual)									
Service Worker II BOE									
6-29-13	12.39	13.27	13.70	14.25	14.64	15.77	16.24	17.15	17.41
6-28-14	12.70	13.60	14.04	14.61	15.01	16.16	16.65	17.58	17.85
6-27-15	13.08	14.01	14.46	15.05	15.46	16.64	17.15	18.11	18.39
<b>Grade 10</b>									
Clerk-Typist 1 BOE									
Clerk-Typist 1 BOE (Bilingual)									
6-29-13	12.66	13.50	13.97	14.42	14.86	15.98	16.47	17.40	17.66
6-28-14	12.98	13.84	14.32	14.78	15.23	16.38	16.88	17.84	18.10
6-27-15	13.37	14.26	14.75	15.22	15.69	16.87	17.39	18.38	18.64
<b>Grade 12</b>									
Data Entry Operator 1 BOE									
6-29-13	13.16	14.12	14.62	15.14	15.60	16.79	17.30	18.28	18.55
6-28-14	13.49	14.47	14.99	15.52	15.99	17.21	17.73	18.74	19.01
6-27-15	13.89	14.90	15.44	15.99	16.47	17.73	18.26	19.30	19.58
<b>Grade 13</b>									
Mail Clerk BOE									
6-29-13	13.42	14.39	14.90	15.50	15.96	17.17	17.70	18.69	18.97
6-28-14	13.76	14.75	15.27	15.89	16.36	17.60	18.14	19.16	19.44
6-27-15	14.17	15.19	15.73	16.37	16.85	18.13	18.68	19.73	20.02
<b>Grade 14</b>									
Clerk 2 BOE									
6-29-13	13.70	14.70	15.29	15.83	16.32	17.56	18.08	19.08	19.37
6-28-14	14.04	15.07	15.67	16.23	16.73	18.00	18.53	19.56	19.85
6-27-15	14.46	15.52	16.14	16.72	17.23	18.54	19.09	20.15	20.45
<b>Grade 15</b>									
Order Distribution Assistant BOE									
6-29-13	13.97	14.95	15.57	16.23	16.70	17.97	18.52	19.54	19.83
6-28-14	14.32	15.32	15.96	16.64	17.12	18.42	18.98	20.03	20.33
6-27-15	14.75	15.78	16.44	17.14	17.63	18.97	19.55	20.63	20.94
<b>Grade 16</b>									
Data Entry Operator 2 BOE									
6-29-13	14.30	15.39	15.98	16.68	17.17	18.48	19.04	20.07	20.37
6-28-14	14.66	15.77	16.38	17.10	17.60	18.94	19.52	20.57	20.88
6-27-15	15.10	16.24	16.87	17.61	18.13	19.51	20.11	21.19	21.51



**APPENDIX A: TITLES AND WAGES (continued)**

Yr of Service	Start	1	2	3	4	5	10	15	20
Step	1	2	3	4	5	6	7	8	9
<b>Grade 17</b>									
Clerk-Typist 2 BOE									
Clerk-Typist 2 BOE (Bilingual)									
Receptionist BOE									
Student Placement Clerk BOE									
Student Placement Clerk (Bilingual) BOE									
6-29-13	14.62	15.74	16.37	17.08	17.61	18.92	19.49	20.59	20.90
6-28-14	14.99	16.13	16.78	17.51	18.05	19.39	19.98	21.10	21.42
6-27-15	15.44	16.61	17.28	18.04	18.59	19.97	20.58	21.73	22.06
<b>Grade 19</b>									
Accounting Clerk 1 BOE									
Alarm Monitor BOE									
Receptionist/Security Assistant BOE									
6-29-13	15.29	16.50	17.23	18.01	18.55	19.94	20.55	21.67	22.00
6-28-14	15.67	16.91	17.66	18.46	19.01	20.44	21.06	22.21	22.55
6-27-15	16.14	17.42	18.19	19.01	19.58	21.05	21.69	22.88	23.23
<b>Grade 20</b>									
Clerk 3 BOE									
Community Education Clerk-Typist BOE									
6-29-13	15.60	16.99	17.72	18.52	19.07	20.52	21.12	22.26	22.59
6-28-14	15.99	17.41	18.16	18.98	19.55	21.03	21.65	22.82	23.15
6-27-15	16.47	17.93	18.70	19.55	20.14	21.66	22.30	23.50	23.84
<b>Grade 22</b>									
Alarm Monitor 2 BOE									
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									
Storeroom Assistant BOE									
Student Data Clerk 3 BOE									
Substitute School Clerk BOE									
6-29-13	16.37	17.83	18.72	19.54	20.12	21.66	22.30	23.51	23.86
6-28-14	16.78	18.28	19.19	20.03	20.62	22.20	22.86	24.10	24.46
6-27-15	17.28	18.83	19.77	20.63	21.24	22.87	23.55	24.82	25.19
<b>Grade 24</b>									
Accounting Clerk 2 BOE									
Child Development Technician BOE									
6-29-13	17.28	18.81	19.68	20.59	21.20	22.83	23.52	24.77	25.14
6-28-14	17.71	19.28	20.17	21.10	21.73	23.40	24.11	25.39	25.77
6-27-15	18.24	19.86	20.78	21.73	22.38	24.10	24.83	26.15	26.54

**APPENDIX A: TITLES AND WAGES (continued)**

Yr of Service	Start	1	2	3	4	5	10	15	20
Step	1	2	3	4	5	6	7	8	9

**Grade 25**

Occupational Therapy Assistant BOE									
Physical Therapy Assistant BOE									
Risk Management Clerk BOE									
Student Placement Clerk 3 BOE									
6-29-13	17.70	19.31	20.14	21.00	21.64	23.26	23.98	25.25	25.63
6-28-14	18.14	19.79	20.64	21.53	22.18	23.84	24.58	25.88	26.27
6-27-15	18.68	20.38	21.26	22.18	22.85	24.56	25.32	26.66	27.06

**Grade 26**

Nutrition Services Reporting Clerk BOE									
Service Desk Support Technician BOE									
Student Information Systems Assistant BOE									
6-29-13	18.18	19.86	20.77	21.70	22.34	24.03	24.76	26.07	26.46
6-28-14	18.63	20.36	21.29	22.24	22.90	24.63	25.38	26.72	27.12
6-27-15	19.19	20.97	21.93	22.91	23.59	25.37	26.14	27.52	27.93

**Grade 27**

Accounts Payable Technician BOE									
Clerk 4 BOE									
Elementary School Clerk BOE									
Elementary School Clerk (Bilingual) BOE									
Furniture Processor BOE									
Middle Level School Clerk BOE									
Nutrition & Custodial Services Program Clerk BOE									
Payroll Clerk 2 BOE									
Storekeeper BOE									
Student Data Clerk 4 BOE									
Student Wellness Clerk BOE									
6-29-13	18.18	19.92	20.85	21.84	22.49	24.21	24.95	26.26	26.65
6-28-14	18.63	20.42	21.37	22.39	23.05	24.82	25.57	26.92	27.32
6-27-15	19.19	21.03	22.01	23.06	23.74	25.56	26.34	27.73	28.14

**Grade 29**

Field Service Support Technician BOE									
Lead Distribution Clerk BOE									
6-29-13	19.16	21.00	22.01	23.00	23.72	25.51	26.26	27.66	28.07
6-28-14	19.64	21.53	22.56	23.58	24.31	26.15	26.92	28.35	28.77
6-27-15	20.23	22.18	23.24	24.29	25.04	26.93	27.73	29.20	29.63

**APPENDIX A: TITLES AND WAGES (continued)**

Yr of Service	Start	1	2	3	4	5	10	15	20
Step	1	2	3	4	5	6	7	8	9
<b>Grade 30</b>									
Accounting Technician I BOE									
Accounting Technician 1 (Bilingual) BOE									
Graphic Services Equipment Operator Supervisor BOE									
Instructional Media Clerk BOE									
Instructional Media Technician BOE									
Nutrition Services Lead Clerk BOE									
Procurement Specialist 1 BOE									
Secretary BOE									
Secretary-Bilingual BOE									
<b>SEM Coordinator BOE</b>									
Senior High School Clerical Services Supervisor BOE									
6-29-13	19.73	21.55	22.63	23.66	24.36	26.21	27.00	28.42	28.85
6-28-14	20.22	22.09	23.20	24.25	24.97	26.87	27.68	29.13	29.57
6-27-15	20.83	22.75	23.90	24.98	25.72	27.68	28.51	30.00	30.46
<b>Grade 32</b>									
Administrative Secretary BOE									
Architectural CAD Technician BOE									
Information Systems Technician BOE									
Procurement Specialist 2 BOE									
6-29-13	20.83	22.81	23.88	25.00	25.72	27.68	28.51	30.02	30.47
6-28-14	21.35	23.38	24.48	25.63	26.36	28.37	29.22	30.77	31.23
6-27-15	21.99	24.08	25.21	26.40	27.15	29.22	30.10	31.69	32.17
<b>Grade 33</b>									
Payroll Processing Specialist BOE									
<b>SEM Lead Coordinator BOE</b>									
Transportation Coordinator 1 BOE									
<b>Wage Garnishment Specialist BOE</b>									
6-29-13	21.40	23.46	24.54	25.68	26.45	28.46	29.33	30.85	31.31
6-28-14	21.94	24.05	25.15	26.32	27.11	29.17	30.06	31.62	32.09
6-27-15	22.60	24.77	25.90	27.11	27.92	30.05	30.96	32.57	33.05
<b>Grade 34</b>									
Accounting Technician 2 BOE									
Lead Field Service Support Technician BOE									
Lead Service Desk Support Technician BOE									
6-29-13	22.01	24.10	25.19	26.37	27.19	29.25	30.13	31.67	32.14
6-28-14	22.56	24.70	25.82	27.03	27.87	29.98	30.88	32.46	32.94
6-27-15	23.24	25.44	26.59	27.84	28.71	30.88	31.81	33.43	33.93
<b>Grade 35</b>									
Traffic Operations Coordinator BOE									
6-29-13	22.63	24.76	25.95	27.16	27.96	30.08	30.99	32.58	33.07
6-28-14	23.20	25.38	26.60	27.84	28.66	30.83	31.76	33.39	33.90
6-27-15	23.90	26.14	27.40	28.68	29.52	31.75	32.71	34.39	34.92

**APPENDIX A: TITLES AND WAGES (continued)**

Yr of Service	Start	1	2	3	4	5	10	15	20
Step	1	2	3	4	5	6	7	8	9
<b>Grade 36</b>									
Accounting and Systems Technician BOE									
Disbursement Auditing Supervisor BOE									
6-29-13	23.25	25.47	26.68	27.97	28.83	31.01	31.94	33.57	34.07
6-28-14	23.83	26.11	27.35	28.67	29.55	31.79	32.74	34.41	34.92
6-27-15	24.54	26.89	28.17	29.53	30.44	32.74	33.72	35.44	35.97
<b>Grade 37</b>									
Transportation Coordinator 2 BOE									
6-29-13	23.90	26.18	27.39	28.71	29.56	31.82	32.76	34.44	34.96
6-28-14	24.50	26.83	28.07	29.43	30.30	32.62	33.58	35.30	35.83
6-27-15	25.24	27.63	28.91	30.31	31.21	33.60	34.59	36.36	36.90
<b>Grade 38</b>									
Accounting Technician 3 BOE									
6-29-13	24.59	26.93	28.22	29.51	30.40	32.70	33.70	35.41	35.94
6-28-14	25.20	27.60	28.93	30.25	31.16	33.52	34.54	36.30	36.84
6-27-15	25.96	28.43	29.80	31.16	32.09	34.53	35.58	37.39	37.95
<b>Grade 40</b>									
Accounting & Systems Technician 2 BOE									
Applications Systems Programmer/Analyst BOE									
Network Technician 2 BOE									
6-29-13	26.06	28.48	29.82	31.26	32.22	34.65	35.70	37.49	38.06
6-28-14	26.71	29.19	30.57	32.04	33.03	35.52	36.59	38.43	39.01
6-27-15	27.51	30.07	31.49	33.00	34.02	36.59	37.69	39.58	40.18
<b>Grade 42</b>									
Accounting Technician 4 BOE									
6-29-13	27.47	30.16	31.59	33.05	34.05	36.65	37.75	39.65	40.24
6-28-14	28.16	30.91	32.38	33.88	34.90	37.57	38.69	40.64	41.25
6-27-15	29.00	31.84	33.35	34.90	35.95	38.70	39.85	41.86	42.49

**APPENDIX A: TITLES AND WAGES (continued)**

**Clerical and Technical Employees**

**Schedules for Hourly Titles**

Distribution Worker BOE
-------------------------

Yr of Service Step	Start 1	1 2	5 3	15 4	20 5
6-29-13	22.17	22.94	23.51	23.98	24.34
6-28-14	22.72	23.51	24.10	24.58	24.95
6-27-15	23.40	24.22	24.82	25.32	25.70

Hourly rates are rounded to nearest hundredth. In the event that there is a discrepancy in salary, the payroll system, which reflects an hourly rate taken to the 6th digit, will prevail.

**\*Effective July 1, 2014 - 2.5% wage increase. All rates in the amended Appendix A and C salary schedule for July 1, 2014 – June 30, 2015 are increased by 2.5 percent.**

**\*\*Effective July 1, 2015 - 3.0% wage increase. All rates in the amended Appendix A and C salary schedule for July 1, 2015 – June 30, 2016 are increased by 3.0 percent.**

## 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	30	Nutrition Services Lead Clerk BOE
24	Accounting Clerk 2 BOE	26	Nutrition Services Reporting Clerk BOE
32	Administrative Secretary BOE	15	Order Distribution Assistant BOE
19	Alarm Monitor BOE	22	Payroll Clerk 1 BOE
22	Alarm Monitor 2 BOE	27	Payroll Clerk 2 BOE
22	Business Clerk BOE	33	Payroll Processing Specialist
9	Clerk 1 BOE	30	Procurement Specialist 1 BOE
9	Clerk 1 (Bilingual) BOE	32	Procurement Specialist 2 BOE
14	Clerk 2 BOE	17	Receptionist BOE
20	Clerk 3 BOE	19	Receptionist/Security Assistant BOE
27	Clerk 4 BOE	25	Risk Management Clerk BOE
10	Clerk-Typist 1 BOE	30	Secretary BOE
10	Clerk-Typist 1 (Bilingual) BOE	30	Secretary (Bilingual) BOE
17	Clerk-Typist 2 BOE	30	SEM Coordinator BOE (eff: 1/23/2013)
17	Clerk-Typist 2 (Bilingual) BOE	33	SEM Lead Coordinator BOE (eff: 1/23/2013)
22	Clerk-Typist 3 BOE	30	Sr. High School Clerical Services Supv. BOE
22	Clerk-Typist 3 (Bilingual) BOE	9	Service Worker 2 BOE
20	Community Educ. Clerk Typist BOE	27	Storekeeper BOE
12	Data Entry Operator 1 BOE	22	Storeroom Assistant BOE
16	Data Entry Operator 2 BOE	22	Student Data Clerk 3 BOE
22	Data Entry Operator 3 BOE	27	Student Data Clerk 4 BOE
36	Disbursement Auditing Supervisor BOE	17	Student Placement Clerk BOE
Hourly	Distribution Worker BOE	17	Student Placement Clerk (Bilingual) BOE
22	Duplicating Equip. Operator BOE	25	Student Placement Clerk 3 BOE
27	Elementary School Clerk BOE	27	Student Wellness Clerk BOE
27	Elementary School Clerk (Bilingual) BOE	22	Substitute School Clerk BOE
27	Furniture Processor BOE	35	Traffic Operations Coordinator BOE
30	Instructional Media Clerk BOE	33	Transportation Coordinator 1 BOE
29	Lead Distribution Clerk BOE	37	Transportation Coordinator 2 BOE
13	Mail Clerk BOE	33	Wage Garnishment Specialist BOE(eff:10/15/14)
27	Middle Level School Clerk BOE		
30	Graphic Services Equipment Operator Supv BOE		
27	Nutrition & Custodial Services Program Clerk BOE		

## APPENDIX B (Continued)

### 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	34	Lead Field Service Support Technician BOE
30	Accounting Technician 1 (Bilingual) BOE	34	Lead Service Desk Support Technician 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
32	Architectural CAD Technician BOE	26	Service Desk Support Technician BOE
27	Accounts Payable Technician BOE	33	Technical User Support 2 BOE
40	Applications Sys. Prog./Analyst BOE	26	Student Information Systems Assistant BOE
24	Child Development Technician BOE		
29	Field Service Support Technician BOE		

APPENDIX C: CLERICAL AND TECHNICAL STANDARD RANGES

JUNE 28, 2014

Yr of Service	0	1	2	3	4	5	10	15	20
Step	1	2	3	4	5	6	7	8	9
Lane/Grade 1	10.89	11.58	12.01	12.40	12.75	13.74	14.12	14.97	15.18
2	11.11	11.84	12.17	12.62	12.98	13.97	14.38	15.24	15.47
3	11.35	12.05	12.46	12.89	13.27	14.29	14.74	15.57	15.81
4	11.52	11.66	12.70	13.12	13.53	14.53	14.98	15.88	16.11
5	11.73	12.53	12.98	13.40	13.83	14.85	15.30	16.22	16.46
6	11.95	12.76	13.18	13.64	14.04	15.12	15.55	16.46	16.71
7	12.17	13.01	13.49	13.94	14.36	15.45	15.92	16.85	17.11
8	12.46	13.27	13.76	14.26	14.71	15.83	16.28	17.22	17.48
9	12.70	13.60	14.04	14.61	15.01	16.16	16.65	17.58	17.85
10	12.98	13.84	14.32	14.78	15.23	16.38	16.88	17.84	18.10
11	13.18	14.12	14.64	15.16	15.59	16.79	17.28	18.27	18.54
12	13.49	14.47	14.99	15.52	15.99	17.21	17.73	18.74	19.01
13	13.76	14.75	15.27	15.89	16.36	17.60	18.14	19.16	19.44
14	14.04	15.07	15.67	16.23	16.73	18.00	18.53	19.56	19.85
15	14.32	15.32	15.96	16.64	17.12	18.42	18.98	20.03	20.33
16	14.66	15.77	16.38	17.10	17.60	18.94	19.52	20.57	20.88
17	14.99	16.13	16.78	17.51	18.05	19.39	19.98	21.10	21.42
18	15.27	16.57	17.24	17.98	18.51	19.92	20.51	21.65	21.98
19	15.67	16.91	17.66	18.46	19.01	20.44	21.06	22.21	22.55
20	15.99	17.41	18.16	18.98	19.55	21.03	21.65	22.82	23.15
21	16.38	17.81	18.58	19.44	20.03	21.57	22.21	23.41	23.76
22	16.78	18.28	19.19	20.03	20.62	22.20	22.86	24.10	24.46
23	17.24	18.79	19.61	20.51	21.12	22.72	23.41	24.67	25.04
24	17.71	19.28	20.17	21.10	21.73	23.40	24.11	25.39	25.77
25	18.14	19.79	20.64	21.53	22.18	23.84	24.58	25.88	26.27
26	18.63	20.36	21.29	22.24	22.90	24.63	25.38	26.72	27.12
27	18.63	20.42	21.37	22.39	23.05	24.82	25.57	26.92	27.32
28	19.19	20.91	21.91	22.86	23.54	25.36	26.11	27.54	27.95
29	19.64	21.53	22.56	23.58	24.31	26.15	26.92	28.35	28.77
30	20.22	22.09	23.20	24.25	24.97	26.87	27.68	29.13	29.57
31	20.76	22.71	23.75	24.88	25.65	27.59	28.40	29.89	30.34
32	21.35	23.38	24.48	25.63	26.36	28.37	29.22	30.77	31.23
33	21.94	24.05	25.15	26.32	27.11	29.17	30.06	31.62	32.09
34	22.56	24.70	25.82	27.03	27.87	29.98	30.88	32.46	32.94
35	23.20	25.38	26.60	27.84	28.66	30.83	31.76	33.39	33.90
36	23.83	26.11	27.35	28.67	29.55	31.79	32.74	34.41	34.92
37	24.50	26.83	28.07	29.43	30.30	32.62	33.58	35.30	35.83
38	25.20	27.60	28.93	30.25	31.16	33.52	34.54	36.30	36.84
39	25.90	28.39	29.75	31.12	32.06	34.50	35.53	37.35	37.91
40	26.71	29.19	30.57	32.04	33.03	35.52	36.59	38.43	39.01
41	27.41	30.08	31.44	32.97	33.94	36.52	37.61	39.50	40.10
42	28.16	30.91	32.38	33.88	34.90	37.57	38.69	40.64	41.25
43	29.02	31.76	33.25	34.85	35.90	38.62	39.75	41.78	42.40
44	29.80	32.70	34.31	35.90	36.96	39.75	40.97	43.01	43.65
45	30.65	33.63	35.22	36.92	38.04	40.94	42.16	44.27	44.94
46	31.53	34.62	36.26	38.04	39.18	42.16	43.44	45.59	46.27
47	32.49	35.67	37.35	39.18	40.33	43.44	44.74	46.92	47.62
48	33.47	36.74	38.47	40.33	41.56	44.74	46.06	48.35	49.07
49	34.47	37.85	39.63	41.56	42.81	46.06	47.44	49.80	50.55
50	35.50	38.99	40.81	42.81	44.10	47.44	48.87	51.27	52.04
51	21.54	22.36	22.36	22.36	22.36	22.90	22.90	23.01	23.36
52 Distribution Worker	22.72	23.51	23.51	23.51	23.51	24.10	24.10	24.58	24.95

Effective July 1, 2014 - 2.5% wage increase. All rates in the amended Appendix A and C salary schedule for July 1, 2014 – June 30, 2015 are increased by 2.5 percent.



APPENDIX C: CLERICAL AND TECHNICAL STANDARD RANGES

JUNE 27, 2015

Yr of Service	0	1	2	3	4	5	10	15	20
Step	1	2	3	4	5	6	7	8	9
Lane/Grade 1	11.22	11.93	12.37	12.77	13.13	14.15	14.54	15.42	15.64
2	11.44	12.20	12.54	13.00	13.37	14.39	14.81	15.70	15.93
3	11.69	12.41	12.83	13.28	13.67	14.72	15.18	16.04	16.28
4	11.87	12.01	13.08	13.51	13.94	14.97	15.43	16.36	16.59
5	12.08	12.91	13.37	13.80	14.24	15.30	15.76	16.71	16.95
6	12.31	13.14	13.58	14.05	14.46	15.57	16.02	16.95	17.21
7	12.54	13.40	13.89	14.36	14.79	15.91	16.40	17.36	17.62
8	12.83	13.67	14.17	14.69	15.15	16.30	16.77	17.74	18.00
9	13.08	14.01	14.46	15.05	15.46	16.64	17.15	18.11	18.39
10	13.37	14.26	14.75	15.22	15.69	16.87	17.39	18.38	18.64
11	13.58	14.54	15.08	15.61	16.06	17.29	17.80	18.82	19.10
12	13.89	14.90	15.44	15.99	16.47	17.73	18.26	19.30	19.58
13	14.17	15.19	15.73	16.37	16.85	18.13	18.68	19.73	20.02
14	14.46	15.52	16.14	16.72	17.23	18.54	19.09	20.15	20.45
15	14.75	15.78	16.44	17.14	17.63	18.97	19.55	20.63	20.94
16	15.10	16.24	16.87	17.61	18.13	19.51	20.11	21.19	21.51
17	15.44	16.61	17.28	18.04	18.59	19.97	20.58	21.73	22.06
18	15.73	17.07	17.76	18.52	19.07	20.52	21.13	22.30	22.64
19	16.14	17.42	18.19	19.01	19.58	21.05	21.69	22.88	23.23
20	16.47	17.93	18.70	19.55	20.14	21.66	22.30	23.50	23.84
21	16.87	18.34	19.14	20.02	20.63	22.22	22.88	24.11	24.47
22	17.28	18.83	19.77	20.63	21.24	22.87	23.55	24.82	25.19
23	17.76	19.35	20.20	21.13	21.75	23.40	24.11	25.41	25.79
24	18.24	19.86	20.78	21.73	22.38	24.10	24.83	26.15	26.54
25	18.68	20.38	21.26	22.18	22.85	24.56	25.32	26.66	27.06
26	19.19	20.97	21.93	22.91	23.59	25.37	26.14	27.52	27.93
27	19.19	21.03	22.01	23.06	23.74	25.56	26.34	27.73	28.14
28	19.77	21.54	22.57	23.55	24.25	26.12	26.89	28.37	28.79
29	20.23	22.18	23.24	24.29	25.04	26.93	27.73	29.20	29.63
30	20.83	22.75	23.90	24.98	25.72	27.68	28.51	30.00	30.46
31	21.38	23.39	24.46	25.63	26.42	28.42	29.25	30.79	31.25
32	21.99	24.08	25.21	26.40	27.15	29.22	30.10	31.69	32.17
33	22.60	24.77	25.90	27.11	27.92	30.05	30.96	32.57	33.05
34	23.24	25.44	26.59	27.84	28.71	30.88	31.81	33.43	33.93
35	23.90	26.14	27.40	28.68	29.52	31.75	32.71	34.39	34.92
36	24.54	26.89	28.17	29.53	30.44	32.74	33.72	35.44	35.97
37	25.24	27.63	28.91	30.31	31.21	33.60	34.59	36.36	36.90
38	25.96	28.43	29.80	31.16	32.09	34.53	35.58	37.39	37.95
39	26.68	29.24	30.64	32.05	33.02	35.54	36.60	38.47	39.05
40	27.51	30.07	31.49	33.00	34.02	36.59	37.69	39.58	40.18
41	28.23	30.98	32.38	33.96	34.96	37.62	38.74	40.69	41.30
42	29.00	31.84	33.35	34.90	35.95	38.70	39.85	41.86	42.49
43	29.89	32.71	34.25	35.90	36.98	39.78	40.94	43.03	43.67
44	30.69	33.68	35.34	36.98	38.07	40.94	42.20	44.30	44.96
45	31.57	34.64	36.28	38.03	39.18	42.17	43.42	45.60	46.29
46	32.48	35.66	37.35	39.18	40.36	43.42	44.74	46.96	47.66
47	33.46	36.74	38.47	40.36	41.54	44.74	46.08	48.33	49.05
48	34.47	37.84	39.62	41.54	42.81	46.08	47.44	49.80	50.54
49	35.50	38.99	40.82	42.81	44.09	47.44	48.86	51.29	52.07
50	36.57	40.16	42.03	44.09	45.42	48.86	50.34	52.81	53.60
51	22.19	23.03	23.03	23.03	23.03	23.59	23.59	23.70	24.06
52 Distribution Worker	23.40	24.22	24.22	24.22	24.22	24.82	24.82	25.32	25.70

Effective July 1, 2015 - 3.0% wage increase. All rates in the amended Appendix A and C salary schedule for July 1, 2015 – June 30, 2016 are increased by 3.0 percent.

**ADDITIONAL INFORMATION**

(Not a Part of the Agreement)

**STATEMENT OF INTENT**

**Labor Management Committee**

**MEMORANDA OF UNDERSTANDING**

**Sick Leave Bank**

**MEMORANDUM OF AGREEMENT**

Improvement Plan Process  
**SEM Continuous Operation**

**LETTERS OF UNDERSTANDING**

Ten-Month Employees' Vacations

STATEMENT OF INTENT

BETWEEN

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,

DISTRICT COUNCIL 5, LOCAL NO. 844 (AFSCME)


REGARDING LABOR MANAGEMENT COMMITTEE

**Labor Management Committee.** The District and AFSCME agree that it is in the best interest of AFSCME and District administrators to meet and discuss areas of concern or ideas for ways to improve what we are already doing. Therefore, AFSCME and the District will work together, to meet regularly during the school year to discuss relevant work-related issues as needed. These discussions are intended to address issues quickly by bringing people relevant to the discussion together in a forum to talk. Either AFSCME 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. Issues that the parties agree to discuss during the term of this agreement include, but are not limited to:

- Training and Professional Development
- Internal transfer process
- Access to technology
- Continuous and Extended Operations
- Sick Leave Bank
- District Cold Weather Policy

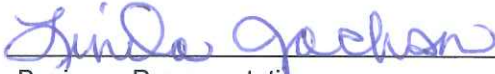
INDEPENDENT SCHOOL DISTRICT NO.  
625

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

  
\_\_\_\_\_  
Executive Director of Human Resources

  
\_\_\_\_\_  
Business Representative

  
\_\_\_\_\_  
Negotiations/Employee Relations  
Assistant Manager

6-17-15  
\_\_\_\_\_  
Date

6-23-15  
\_\_\_\_\_  
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 performance 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.

1. When a supervisor identifies job-related performance areas of concern, he/she shall complete a formal performance evaluation of the employee. A meeting shall be scheduled with the employee and his/her union representative (if desired by the employee) and a Human Resources representative, at which time the performance evaluation shall be discussed. The employee must be given written notice of the meeting at least one (1) working day advance notice of the meeting in order to have time to contact a union representative. The notice shall inform the employee of their right to have a union representative present.
2. The supervisor, employee, union representative (if desired by the employee) and Human Resources representative shall jointly develop a written performance improvement plan that addresses the identified areas of concern with the understanding that the supervisor may implement a plan if no consensus can be reached.
3. Elements of a written improvement plan must include:
  - a) A statement of the required performance standards and each identified performance concern;
  - b) A statement of the actions the employee must take to meet expected performance for each identified performance concern;
  - c) The length of the improvement plan and the schedule of review meetings (at least monthly) between the supervisor and employee along with any other timelines related to specific concerns;
  - d) Identification of specific resources available to the employee to assist in meeting the improvement plan goals including, but not limited to, mentors, classes, feedback, modeling and employee assistance;
  - e) Identification of the next level supervisor; and
  - f) Signatures of the supervisor and employee indicating the plan has been discussed and reviewed along with the date of such discussion (but not necessarily indicating agreement).
4. If consensus is not reached on the written performance improvement plan, the employee may appeal components of and/or timelines related to the plan to the next level supervisor identified as part of the plan. If appealed, any timelines identified as part of the plan are held in abeyance until the completion of the appeal meeting.
  - a) Notice of the appeal must be sent in writing (including e-mail) within five (5) working days of the discussion meeting.
  - b) An appeal meeting shall take place within ten (10) working days of receipt of the written appeal notice. The employee must be given written notice at least one (1) working day advance notice of the meeting in order to have time to contact a union representative. The notice shall inform the employee of their right to have a union representative present.

MEMORANDUM OF AGREEMENT  
REGARDING IMPROVEMENT PLAN PROCESS  
(Continued)

- c) The appeal meeting shall be in the form of a "meet and confer" between the employee, the employee's union representative (if desired by the employee), the employee's supervisor, the next level supervisor, and a Human Resources representative.
  - d) Within ten (10) working days following the "meet and confer" the next level supervisor shall review the plan and make any appropriate adjustments. A final version of the written performance improvement plan shall be given to the employee. At a minimum the final plan should include appropriate adjustments to timelines in the original plan to reflect the appeal process.
5. At the end of the improvement plan, the supervisor shall formally evaluate the employee's performance and make a determination of whether or not the elements of the plan have been met.
- a) If the employee has not met the improvement plan expectations, a meeting will be held between the supervisor, the employee, the employee's union representative (if desired by the employee), the next level supervisor and a Human Resources representative to discuss further options with the appropriate notices as described above. Options that may be considered during the meeting include, but are not limited to, extension of the improvement plan and alternative work assignments.

An employee determined not to have met the improvement plan goals may be subject to discipline pursuant to Article 17 of the Labor Agreement.

#### ON TRACK

An employee is considered to be "on track" if they are making adequate progress, as determined by the District, toward meeting the goals of the performance improvement plan. It does not mean that an employee has to have met all of those goals.

Throughout the duration of the improvement plan, the supervisor shall meet with the employee on a regular basis as outlined in the plan itself. The goal of these interim meetings is to identify the progress made by the employee and to identify any additional resources that may be available. A supervisor is considered to be "on track" if they have held regularly scheduled meetings with the employee to assess progress towards meeting the expectations of the employee's performance improvement plan and if they have offered the necessary support to the employee (i.e., access to training, mentors, etc.) to assist the employee in meeting the performance expectations.

#### STEP INCREASES

If a performance improvement plan is in place for an employee as of March 1<sup>st</sup> of the year and the employee is not on track with the components of the plan, the employee's step as outlined in Section 10.5 may be withheld. If the employee's supervisor is not on track, the employee's step as outlined in Section 10.5 may not be withheld. When an employee has met the goals of an improvement plan or the supervisor has not been on track, the employee's step shall be reinstated retroactive to July 1<sup>st</sup>.

#### OTHER PROVISIONS

Although placement on an improvement plan is not grievable, an employee may grieve a disciplinary action or failure to reinstate a step increase.

MEMORANDUM OF AGREEMENT  
REGARDING IMPROVEMENT PLAN PROCESS  
(Continued)

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

Executive Director of Human Resources



Business Representative



Negotiations/Employee Relations  
Assistant Manager

Date

6-23-15  
Date

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

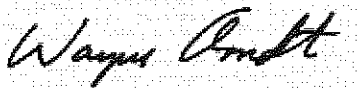
Dear Mr. North:

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

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,**  
**DISTRICT COUNCIL 5, LOCAL NO. 844 (AFSCME)**  
**REGARDING SICK LEAVE BANK**

**SECTION 1. Eligibility to donate sick leave**

To be eligible to donate sick leave under this Bank, the employee must:

1. Be a regular full-time or part-time member of the bargaining unit who is eligible for plan benefits;
2. Have an accumulated sick leave balance sufficient, at the employee's FTE, to carry the employee through 720 hours; and
3. Not have submitted a resignation or retirement to the District prior to making the donation.

**SECTION 2. Eligibility to receive sick leave**

1. To be eligible to receive sick leave under this Bank, the employee must:

- a. Be a regular full-time or part-time member of the bargaining unit who is eligible for benefits. Employees meeting these criteria who are on a district-approved medical leave of absence are also eligible
- b. Have exhausted her/his accumulated sick leave and all other paid leave, such as accrued vacation, if applicable, at the time the recipient requests a donation from the Bank
- c. Be eligible for leave under the Family Medical Leave Act (FMLA) prior to the beginning of the need for donated sick leave
- d. Not be receiving benefits from Workers Compensation or Social Security
- e. Not be receiving long term disability benefits
- f. Not be serving a disciplinary suspension
- g. Not have submitted a resignation or retirement to the District
- h. Must have a serious medical condition or need leave to care for the serious medical condition of the employee's spouse, parent or member of the employee's household
- i. Due to the serious health condition, need a prolonged absence from duty and suffer a substantial loss of income

2. Definitions:

- a. A "serious health condition" has the same meaning as in 29 C.F.R. §825.113(a) of the FMLA regulations, except that elective surgeries and minor illnesses are not covered as serious health conditions
- b. A "substantial loss of income" means the employee has exhausted all paid leave available and has been unpaid for five (5) duty days at the employee's usual FTE



**MEMORANDUM OF AGREEMENT  
REGARDING SICK LEAVE BANK  
(Continued)**

**SECTION 3. Process for Donation**

1. To donate sick leave to the Bank, an eligible employee must complete a sick leave contribution form and submit the completed form to Human Resources.
2. Contributions must be made in whole hour increments and may not exceed eighty (80) total hours during the time the donor is employed by the District.
3. Donations, once made and processed by Human Resources are irrevocable.
4. Donations are not taxed to the donor and are not tax deductible.
5. Days donated are donated at the donor employee's regular rate of pay.

**SECTION 4. Application for Benefits**

To receive sick leave from the Bank, an eligible employee must complete a sick leave donation form and submit the completed form to Human Resources. Employees are required to provide medical documentation of their eligibility. Updated documentation of the serious medical condition must be provided by the employee upon request by Human Resources.

**SECTION 5. Sick Leave Bank Benefit**

1. Sick leave time received may only be used on a prospective basis beginning with the first day following determination of eligibility. Sick leave time received shall not be used for a back period or for periods of unpaid time.
2. A recipient may not receive more paid time under this Bank than they would otherwise receive if they were working. For example, non-contracted work days shall not be compensated nor shall an employee receive pay for days or hours in excess of their FTE.
3. A recipient's pay will continue to be taxed in accordance with state and federal tax tables, and all authorized deductions will continue to be deducted from the recipient's paycheck.
4. Recipients shall not accrue additional sick leave based on hours received from the Bank.
5. Any use of the Bank will run concurrent with leave under the Family Medical Leave Act (FMLA). Use of the Bank will not extend the FMLA period.
6. Hours received are paid at the eligible recipient's regular rate of pay.
7. In no case shall the benefit received through the Bank exceed 480 total hours at the employee's FTE during the time the recipient is employed by the District.
8. In the case of an employee receiving a donation due to the need to care for the serious medical condition of the employee's spouse, parent or member of the employee's household, the maximum benefit received shall not exceed the time permitted in Article 9, pursuant to M.S. §181.9413.

**MEMORANDUM OF AGREEMENT  
REGARDING SICK LEAVE BANK  
(Continued)**

**SECTION 6. Administration of the Bank**

1. The identities of donors and recipients are private data consistent with the Minnesota Government Data Practices Act. The recipients of sick leave from this Bank shall not be informed of the identities of the donors and donors may not be informed about the identity of recipients nor shall donors be allowed to designate specific recipients for their donation. Employees shall not intimidate, threaten, or coerce any other employee with respect to donating or receiving leave under this Bank.
2. The Bank shall be administered by the District's Human Resource Department subject to the terms of this Memorandum. The decisions of the District in administering the Bank are final and not subject to the grievance procedure.
3. Donated hours shall be distributed to eligible recipients on a first-come, first-served basis and in no case may the number of distributed hours exceed the number of hours donated. If more than one qualifying request is received on the same day and insufficient donations exist in the Bank, existing Bank donations will be divided equally among the qualified recipients.
4. Any recipient found to have provided fraudulent information shall be immediately removed from the program, subject to disciplinary action, required to repay money received from the program, and criminal prosecution may be pursued.

**INDEPENDENT SCHOOL DISTRICT NO.  
625**

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

  
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**Chair, Board of Education**

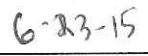
  
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**President, Local 844**

  
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**Executive Director of Human Resources**

  
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**Business Representative**

  
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**Negotiations/Employee Relations  
Assistant Manager**

  
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**Date**

  
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**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,**  
**DISTRICT COUNCIL 5, LOCAL NO. 844 (AFSCME)**  
**REGARDING CONTINUOUS OPERATION EMPLOYEES**

**1. CONTINUOUS AND EXTENDED OPERATIONS**

**A. Definitions.**

1. **Continuous Operations.** Any employee or group of employees engaged in an operation for which there is regularly scheduled employment on a twenty-four (24) hour a day, seven (7) day a week basis shall be known as continuous operations employees.
2. **Extended Operations.** Any employee or group of employees engaged in a work operation for which there is regularly scheduled employment for more than the normal work day and/or normal work week as defined in Section 2B and who are not continuous operations employees, shall be known as extended operations employees.

- B. Work Day.** The normal work day shall consist of eight (8) hours, nine (9) hours, ten (10), or twelve (12) hours of work within a twenty-four (24) hour period, exclusive of a duty-free lunch period. A shorter work day can only be scheduled in conjunction with the eight (8), nine (9), ten (10), or twelve (12) hour days to complete a normal work week/pay period.

To depart from the normal work day or to establish a shift that is not currently being used by that Administrator in the interest of efficient operations, to meet needs of the public or a department, to provide for more beneficial client or student services, or to better use facilities or the working forces, no less than twenty-eight (28) calendar days notice will be given to the Local Union. This does not preclude assignments required to meet the need of an emergency. Upon request, the Administrator will discuss the new schedules with the Local Union affording it an opportunity to express its views, prior to the posting period required in Section 2C. When schedules are changed the new schedule shall be posted pursuant to Section 2C. Existing schedules may remain in effect.

- C. Turnaround Time.** The number of hours between scheduled shifts shall not be less than seven and one-half (7-1/2) hours. Violations shall be compensated at the rate of time and one-half for all hours worked on the shift following the hours of rest.

An employee who works twenty-four (24) consecutive hours has the right to use vacation, compensatory time, alternate holiday, or leave without pay for his/her next scheduled shift, if that shift is contiguous to the hours worked.

- D. Rotating Shifts.** The provisions of Section 2B shall not apply to rotating shifts. Rotating shifts will be determined by the Department Administration. An example of a rotating twelve hour work schedule shall be on a 14 day work cycle contemporaneous with Section 2D and as may look as follows:

**Week A.** two (2) days on, two (2) days off, two (2) days on, one (1) day off;  
**Week B.** two (2) days off, two (2) days on, two (2) days off, one (1) day on

**MEMORANDUM OF AGREEMENT  
REGARDING CONTINUOUS OPERATION EMPLOYEES  
(Continued)**

For payroll purposes and in order that Continuous Operation Employees are paid for not less than eighty (80) hours per pay period (unless on leave without pay or suspended without pay), within every fourteen (14) day work schedule, the employee shall be paid four (4) hours of pay for hours the employee did not work during one week, and in one week the employee shall work four (4) hours which shall not be paid or computed as overtime hours. Each bi-weekly paycheck shall show four (4) hours without pay during the "short" week.

**2. HOURS OF WORK**

**General.**

- A. Consecutive Hours.** The regular hours of work each day shall be consecutive except that they may be interrupted by unpaid lunch periods. No split shifts will be implemented without the mutual agreement of the Local Union and the Appointing Authority Administrator. Each party may cancel such agreement with thirty (30) days written notice to the other party.
- B. Work Shift.** A work shift is defined as a regularly recurring period of work with a fixed starting and ending time, exclusive of overtime work. The Administrator may change the starting or ending times of an existing shift up to and including two (2) hours after providing the notice period required in Section 2C.
- C. Schedule Posting.** Except for the situation referenced in Section 1B which requires a twenty-eight (28) day notice, work schedules showing the shifts, days, and hours of all employees shall be posted at least fourteen (14) calendar days in advance of their effective day. All schedule changes shall require such fourteen (14) day notice absent some unusual condition or situation which may arise, for departmental operational necessity, or unless an emergency is declared by the Administrator. In addition, employees being returned to work as part of a workers' compensation placement are not entitled to a fourteen (14) day notice.
- D. Work Week.** The workweek will be a calendar week starting with the first full shift as determined by the Department Administration and pay period cycles. These work periods shall be used for computation of pay for all work falling within the workweek.
- E. Time-Trading.** Employees who are qualified and capable may mutually agree to exchange days, shifts, or hours of work with the approval of their supervisor which shall not be unreasonably denied and provided such change does not result in the payment of overtime. Hours worked as a result of employee shift/time trading shall be noted by the employee on their pay period time sheets. Hours worked shall be paid at the employee's regular rate of pay and shall not be computed for overtime (overtime pay or compensatory time off) purposes. It shall be the sole responsibility of the employees involved to keep track of traded hours and arranging for the paying back of traded hours. There shall be no work shift trading in excess of thirty (30) consecutive days without prior written authorization signed by the Administrator.

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(Continued)**

**F. Daylight Savings Time.** Employees required to work more than their regular shift due to the change from daylight savings time to standard time shall be paid for the additional hour worked at the rate of time and one-half (1-1/2). Employees required to work less than their regular shift due to the change from standard time to daylight savings time shall be paid for the actual hours worked. Employees may use vacation time or compensatory time to make up for the one (1) hour lost. Employees in the first six (6) months of employment who would be eligible to accrue vacation, may be advanced one (1) hour of vacation time which shall either be deducted from their vacation leave balance, or deducted from their last paycheck if the employee is separated prior to accruing vacation.

**3. OVERTIME**

**A. Overtime Hours.** Except as otherwise provided in this section, all hours worked in excess of forty (40) hours per week, outside the established work day in Section 1B, before or after an employee's regular scheduled shift, or on any regularly scheduled day off, shall be considered overtime.

For employees assigned to a rotating schedule based on a fourteen (14) day pay period as defined in Section 1D, all hours worked in excess of eighty (80) hours per pay period, outside the established work day in Section 1B, before or after an employee's regular scheduled shift, or on any regularly scheduled day off, shall be considered overtime.

All paid vacation time, paid holidays, paid sick leave, compensatory time off, and paid leaves of absence shall be considered as "time worked" for purposes of this Article.

Part-time employees whose established work day is less than eight (8) hours shall not be considered to be working overtime until having completed eight (8) hours of work.

**B. Overtime Rates.** All overtime hours shall be compensated at the rate of time and one-half (1-1/2).

**C. Scheduled Overtime.** Scheduled overtime is overtime which is assigned by the end of the employee's last worked shift prior to the overtime assignment and which does not immediately precede or immediately follow a scheduled work shift.

Unless notified otherwise in advance of the scheduled starting time of the scheduled overtime assignment, any employee who is scheduled to report for work and who reports as scheduled shall be assigned at least two (2) hours work. If work is not available, the employee may be excused from duty and paid for two (2) hours at the employee's appropriate rate. If the employee begins work but is excused from duty before completing two (2) hours of work, the employee shall be paid for two (2) hours at the employee's appropriate rate.

**D. Distribution.** An effort shall be made to distribute overtime work as equally as possible among employees in the same job class and in the same work area who are capable of performing the work and who desire the overtime work. When practicable and if the supervisor knows an overtime assignment is necessary, he/she shall begin the distribution process at least two (2) hours in advance of the overtime assignment. This does not preclude assignments required to meet the need of an emergency.

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(Continued)**

The overtime work shall first be offered to the employee(s) then on duty, qualified, on the same shift, and work area who that has the least number of overtime hours to his or her credit. Should the employee choose not to accept the overtime assignment, the employee with the next fewest overtime hours to his or her credit shall be offered the assignment. Offered overtime hours not worked shall be considered as "worked" in calculating the equitable distribution of overtime.

New employees entering the bargaining units shall be credited with the number of overtime hours equal to the highest number of hours to the credit of any current employee in the same class and same work area.

The Administrator shall not be required to cut in on work in progress in order to maintain an equitable balance of overtime. An accumulative record of overtime hours worked or offered each employee shall be made available to the Local Union Representative upon request. The record of each employee's accumulated overtime hours worked and overtime offered but not worked shall be adjusted to zero (0) hours once per year on a date determined by the Administrator. The Administrator shall notify the Local Union of the date within thirty (30) calendar days of the execution of this Agreement, for the term of the Agreement.

In the event all capable employees in the same shift and work area decline overtime work, the Administrator shall have the right to assign overtime based upon inverse order of Classification Seniority among capable employees.

The assignment shall be rotated each pay period beginning with the least senior capable employee based on Classification Seniority. In all instances, the overtime work shall first be assigned to employees then on duty if such overtime is for the immediately subsequent shift.

Employees may request not to be offered voluntary overtime by means of a written waiver submitted to the local personnel officer, provided, however, that the Administrator retains the right to assign overtime, in inverse order of Classification Seniority among capable employees in the event that all capable employees decline overtime work. Employees may rescind such waivers upon fourteen (14) calendar days written notice to the local personnel officer.

In emergencies, notwithstanding the terms of this Article, the Administrator may assign someone to temporarily meet the emergency requirements regardless of the overtime distribution.

**4. SHIFT DIFFERENTIAL**

Shift differential for Continuous Operations Employees working on assigned shifts which begin before 6:00 A.M. or which end at or after 6:00 P.M. shall be five (5) percent of the employees hourly rate for all hours worked on that shift. Such shift differential shall be in addition to the employee's regular rate of pay and shall be included in all payroll calculations, but shall not apply during periods of paid leave.

Employees working the regular day schedule who are required to work overtime or who are called back to work for special projects shall be eligible for shift differential only for the hours that fall within the 6:00 P.M. to 6:00 A.M. time frame.

All shifts between 6:00 P.M. on Friday through 6:00 A.M. on Monday will receive shift differential.

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(Continued)**

Employees who are typically assigned to a shift that is eligible for shift differential, but who work an overtime shift outside of their normal schedule (voluntary or forced) will receive shift differential regardless of the hours.

**5. HOLIDAYS**

- A. **Shift Work.** For purposes of this Article, when a work shift includes consecutive hours which fall in two (2) calendar days, that work shift shall be considered as falling on the calendar day in which the majority of hours in the shift fall. When a work shift includes an equal number of consecutive hours in each of two (2) calendar days, that work shift shall be considered as falling on the first of the two (2) calendar days.
- B. **Holidays on Day Off.** When any of the above holidays observed in Article 7. Holidays fall on an employee's regularly scheduled day off, the employee shall be paid, in cash for the holiday at the discretion of the Appointing Authority. If the Appointing Authority does not choose to pay the holiday hours in cash, the employee may choose to receive the holiday hours as vacation or compensatory time. (The employee must be eligible to accrue and use vacation in order to choose to receive payment as vacation.)
- C. **Work on a Holiday.** If more employees in a work unit would normally be scheduled or are scheduled to work on a holiday than necessary, and there are conflicts in requests for the holiday off, the Administrator shall grant the holiday off on the basis of seniority as determined by the Administrator, provided that the Administrator retains the right to schedule employees with the ability and capacity to perform the job.

Of the employees normally scheduled to work who do not request the holiday off at least twenty-one (21) calendar days prior to the holiday, the most senior employees shall be assigned to work the holiday.

- D. **Payment.** Compensated on a time and one-half basis in addition to regular holiday pay per Article 7. Holidays.

**6. VACATION**

- A. **Vacation Period.** Every reasonable effort shall be made by the Administrator to schedule employee vacations at a time agreeable to the employee insofar as adequate scheduling of the work unit permits. If it is necessary to limit the number of employees in a work unit on vacation at the same time, the Administrator shall determine whether conflicts over vacation periods shall be resolved among classes or within a particular class based upon staffing needs. In either event, vacation schedules shall be established on the basis of seniority within the employee's work unit.
- B. **Requests.** Whenever practicable, employees shall submit written requests for vacation periods at least four (4) weeks in advance of their vacation to their supervisor, on forms furnished by the Administrator. When advance written requests are impractical, employees shall secure the approval of their supervisor by telephone or other means at the earliest opportunity. Supervisors shall respond to vacation requests promptly and shall answer all written requests in writing no later than ten (10) calendar days after such request is made.

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(Continued)**

Any request for a vacation of five (5) working days or more, including holidays, which is submitted five (5) calendar weeks or more in advance of the requested date of the start of the vacation shall be posted within five (5) calendar days in the work unit of the employee requesting the vacation for one (1) calendar week to allow other employees who may desire to request vacation for the same period to do so. All such requests must be submitted to the supervisor within the posting period.

Conflicts involving vacation scheduling shall be resolved as provided above. Supervisors shall respond to the request(s) within one (1) calendar week of the end of the posting. No request may be submitted for a vacation period more than six (6) months in advance of the request. However, an employee may request vacation which commences more than six (6) months in advance if a posted request contains days which are within six (6) months. With the agreement of the Local Union, the Administrator may establish deadlines for vacation requests within the six (6) months period.

When an employee decides, more than fourteen (14) calendar days in advance, not to use vacation time which was approved under the posting system, the Administrator shall post a notice of this fact in the work unit and consider new requests for vacation.

No vacation requests shall be denied solely because of the season of the year but shall be dependent upon meeting the staffing needs of the Department.


**C. Work During Vacation Period.** No employee shall be required to work during the employee's vacation once the vacation request has been approved

INDEPENDENT SCHOOL DISTRICT NO.  
625

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

  
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Chair, Board of Education

  
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Executive Director of Human Resources

  
\_\_\_\_\_  
Business Representative

  
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Negotiations/Employee Relations  
Assistant Manager

6-17-15  
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Date

6-23-15  
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Date



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