

2011-2013

LABOR AGREEMENT

Between

Saint Paul Public Schools
Independent School District No. 625

And

District Lodge No. 77
International Association of Machinists
And Aerospace Workers AFL-CIO

JULY 1, 2011 THROUGH JUNE 30, 2013





SAINT PAUL PUBLIC SCHOOLS
Independent School District No. 625

Board of Education

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PREAMBLE

THIS AGREEMENT IS BETWEEN INDEPENDENT SCHOOL DISTRICT NO. 625 AND DISTRICT LODGE #77, INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS AFL-CIO.

This Agreement has been entered into between Independent School District No. 625, hereafter referred to as the Employer, and District Lodge #77, International Association of Machinists and Aerospace Workers AFL-CIO, hereafter referred to as the Union. This Agreement has as its purposes 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, benefits, hours of work, and other conditions of employment. The parties hereto pledge that they shall pursue the above objectives in full compliance with the requirements of the Public Employment Labor Relations Act of the State of Minnesota of 1971, as amended.

ARTICLE 1. RECOGNITION

- 1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing wages, benefits, hours, and other conditions of employment for all of its employees as outlined in the certification by the State of Minnesota, Bureau of Mediation Services, dated April 5, 1990, in Case No. 90-PCL-3212, and as set forth below:

All regular, probationary, and provisional vehicle and equipment maintenance personnel who are employed by Independent School District No. 625 in the classifications of Audio-visual Equipment Repairer, Communications Technician Helper, Equipment Repairer, Nutrition Services Equipment Repairer, Machinist, Mechanic-Welder, Parts Runner, Vehicle Mechanic, Vehicle Mechanic Leadworker, Vehicle Mechanic Trainee, Welder, and Welder Leadworker, excluding supervisory, confidential, temporary, and employees exclusively represented by other labor or employee organizations.

- 1.2 The parties agree that any new classifications which are an expansion of the above bargaining unit or which derive from the classifications set forth in this Agreement shall be recognized as a part of this bargaining unit, and the parties shall take all steps required under the Public Employment Relations Act to accomplish said objective.

ARTICLE 2. DEFINITIONS

- 2.1 Collective Bargaining. The Employer will bargain collectively with the Union with respect to rates of pay, hours, and conditions pertaining to employment for all of the employees in the unit herein before set forth.
- 2.2 Discrimination. The Employer will not interfere with, restrain or coerce the employees covered by this Agreement because of membership in or activity on behalf of the Union. The Employer will not discriminate in respect to hire, tenure of employment or any term or condition of employment against any employee covered by this Agreement because of membership in or activity on behalf of the Union, nor will it discourage or attempt to discourage membership in the Union, or attempt to encourage membership in another Union.
- 2.3 This Agreement shall designate and define benefits with the exception of pension benefits that shall be granted to the employees by the Employer. If, subsequent to this Agreement, any governing body passes a provision that shall create a cost benefit for an employee in this unit, the cost of such benefit shall be paid by the employee until such time as the responsibility of the cost is subsequently negotiated. This provision shall not compel either party to reopen negotiations during the course of an existing contract.

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 as set forth in the Civil Service Rules of the City of Saint Paul (Resolution No. 3250) and the Saint Paul Salary Plan and Rates of Compensation at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.
- 3.2 Civil Service Rules 8.A.3 and Civil Service Rule 14 shall not apply to applicants and employees from the City of Saint Paul.

ARTICLE 4. CHECK OFF AND ADMINISTRATIVE SERVICE FEE

- 4.1 Dues. The Employer agrees to deduct the Union membership dues once each month 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.
- 4.2 Fair Share. 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. 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.
- 4.3 The Union will indemnify, defend, and hold the Employer harmless against any claims and all suits, orders or judgments brought or issued against the Employer, its officers or employees, as a result of any action taken or not taken by the Employer under the provisions of this Section.
- 4.4 The Employer shall provide a payroll deduction for voluntary employee contributions to the Union's Non-Partisan Political League.

ARTICLE 5. UNION RIGHTS

- 5.1 The Union may designate employees within the bargaining unit to serve as Union Stewards.
- 5.2 The Union shall furnish the Employer and appropriate department heads with a list of Stewards and alternates, and shall, as soon as possible, notify said appropriate District officials in writing of any changes thereto. Only those who are Officers and Stewards shall be recognized by the Employer for the purpose of meetings.

ARTICLE 6. MANAGEMENT RIGHTS

- 6.1 The Employer retains the right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure, to select, direct and determine the number of personnel; and to perform any inherent managerial function not specifically limited to this Agreement.
- 6.2 Any "term or condition of employment" not established by this Agreement shall remain with the Employer to eliminate, modify or establish following written notification to the Union.
- 6.3 This Agreement establishes the "terms and conditions of employment" defined by Minnesota Statute §179A.30, Subdivision 19, for all employees exclusively represented by the Union. This Agreement shall supersede such "terms and conditions of employment" established by Civil Service Rule, Council Ordinance, and Council Resolution.

ARTICLE 7. HOURS, OVERTIME PAY

- 7.1 Hours of Employment. The normal workday and the normal workweek shall be eight (8) hours excluding one-half (1/2) hour for lunch in any twenty-four (24) hour period and forty (40) hours in any seven (7) day period. (For employees on a shift basis, this shall be construed to mean an average of forty (40) hours a week.) The normal workweek shall consist of five (5) consecutive normal workdays.
- 7.2 Call-in Pay. When an employee is called to work, he/she shall receive two (2) hours pay if not put to work. If the employee is called to work and commences work, he/she shall be guaranteed four (4) hours pay. These provisions, however, shall not be effective when work is unable to proceed because of adverse weather conditions.
- 7.3 Longevity Pay. Employees who have completed fourteen (14) full-time equivalent years of service with the Employer as of July 1 each year shall receive an additional \$.25 per hour above the normal hourly rate of pay.
- 7.4 Overtime. Time on the payroll in excess of the normal hours set forth above shall be "overtime work" and shall be done only by order of the head of the department.
- 7.5 An employee shall be recompensed for work done in excess of the normal hours by being granted compensatory time on a time-and-one-half basis or by being paid on a time-and-one-half basis for such overtime work. The basis on which such overtime shall be paid shall be determined solely by the Employer. The overtime rate of one-and-one-half shall be computed on the basis of 1/80th of the biweekly rate.

ARTICLE 8. TOOL INSURANCE AND CLOTHING

- 8.1 The Employer will provide **five (5)** changes of coveralls per week in accordance with existing practices.
- 8.2 The Employer agrees to reimburse employee for tools damaged by fire or vandalism or for tools as may be stolen; however, such liability for reimbursement shall only apply in the event that the employee's tools are stored on the Employer's premises and in such places as Employer shall designate, and, further, only if the tools are destroyed or stolen in their entirety as a result of a fire, vandalism or proven theft from the Employer's premises.

ARTICLE 9. LEGAL SERVICES

- 9.1 Except in cases of malfeasance in office or willful or wanton neglect of duty or indifference to rights of others, the Employer shall defend, save harmless, and indemnify an 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.
- 9.2 Notwithstanding the provisions of Subd. 9.1, the Employer shall not be required to defend or indemnify any employee against personal liability or damages, costs or expense (a)

ARTICLE 9. LEGAL SERVICES (continued)

resulting from a claim, suit, verdict, finding, determination or judgment that the employee has committed an intentional tort or torts, including but not limited to slander, libel, and/or other defamatory harms; or (b) arising out of cross claims, counterclaims, affirmative defenses and/or separate actions brought against such employee in response to or resulting from claims, allegations, demands or actions (whether or not litigation was actually commenced) brought, made or instituted by such employee.

- 9.3 Notwithstanding the provisions of Subd. 9.1 or 9.2, the Employer may at its sole discretion defend an employee against allegations, claims, demands or actions wholly or in part based on or arising out of claimed intentional torts, and in such cases, the employee consents to the extent lawfully permitted to such representation without regard to actual or potential conflicts of interest.
- 9.4 Each employee, within twenty (20) days after receiving notice of (1) a tort claim or demand, action, suit or proceeding against him or her, and (2) a judgment, verdict, finding or determination, either of which arises out of alleged or found acts or omissions occurring in the performance or scope of the employee's duties, shall notify the Employer by giving written notice thereof to the Employer's General Counsel.

ARTICLE 10. MILEAGE

- 10.1 MILEAGE ALLOWANCE. Employees of the District, under policy adopted by the Board of Education, may be reimbursed for the use of their automobiles for school business. The mileage allowance for eligible employees shall be established by the Board of Education. The mileage reimbursement rate shall be indexed periodically to reflect the rate established by the Internal Revenue Service (IRS).
- 10.2 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 11. INSURANCE

SECTION 1. ACTIVE EMPLOYEE INSURANCE

- 1.1 The insurance plans, premiums for coverages and benefits contained in the insurance plans offered by the Employer shall be solely controlled by the contracts negotiated by the Employer and the benefit providers. The Employer will attempt to prevent any changes in the benefits offered by the benefit providers. However, the employees selecting the offered plans agree to accept any changes in benefits which a specific provider implements.
- 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.

ARTICLE 11. INSURANCE, Section 1 (continued)

- 1.3 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 For the purpose of this Article, half-time employment is defined as appearing on the payroll at least twenty (20) hours per week or at least forty (40) hours per pay period excluding overtime hours.
- 1.5 For each full-time employee who selects employee coverage under a medical insurance plan offered by the Employer, the Employer agrees to contribute the cost of such coverage or **\$575** per month, whichever is less. For each full-time employee who selects family coverage, the Employer will contribute the cost of such family coverage or **\$1125** per month, whichever is less.
- 1.6 For each half-time employee who selects employee coverage under a medical insurance plan offered by the Employer, the Employer agrees to contribute fifty percent (50%) of the amount contributed for full-time employees selecting such employee insurance coverage. 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 such family insurance coverage.
- 1.7 Life Insurance. For each eligible employee, the Employer agrees to provide \$50,000 of basic life insurance coverage.
- 1.8 Dental Insurance. The employer will contribute for each eligible employee who is employed full-time toward participation in a dental care plan offered by the employer up to \$40 per month for single coverage. Employees who wish to enroll in family dental coverage may pay the difference between the cost of family coverage and single coverage.
- 1.9 During the term of this Agreement, a pre-tax medical and child care expense account will be made available to employees in this bargaining unit who are eligible for Employer-paid premium contribution for health insurance. The account will be available for medical and child care expenses within the established legal regulations and IRS requirements for such accounts.
- 1.10 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.

ARTICLE 11. INSURANCE (continued)

SECTION 2. RETIREMENT HEALTH INSURANCE PROVISIONS

2.1 Benefit Eligibility for Employees who Retire Before Age 65

2.1.1 Employees hired into District service before January 1, 1996, must have completed twenty (20) years of continuous employment with the District prior to retirement in order to be eligible for any payment of any insurance premium contribution by the District after retirement. Not less than ten (10) of the years immediately preceding retirement must have been completed within the actual employment of the District (i.e., service credit with the City of Saint Paul or other governmental unit shall not be considered in meeting this ten (10) year requirement. Effective June 30, 2006, all years of service toward meeting the twenty (20) year requirement must be in the actual employment of the District. No outside time with the City of Saint Paul or other governmental units will be considered.

2.1.2 Employees hired into District service after January 1, 1996, must have completed twenty (20) years of service with the District. Time with the City of Saint Paul will not be counted toward this twenty (20) year requirement.

2.1.3 Eligibility requirements for all retirees:

- A. Be receiving pension benefits from PERA, St. Paul Teachers Retirement Association or other public employee retiree program at the time of retirement and have severed the employment relationship with the District.
- B. Must have been employed by the District and covered under this Agreement immediately preceding retirement.
- C. A retiree may not carry his/her spouse as a dependent if such spouse is also a District retiree or District employee and eligible for and is enrolled in the District health insurance program, or in any other Employer-paid health insurance program.
- D. Additional dependents beyond those designated to the District at the time of retirement may not be added at District expense after retirement.
- E. 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.
- F. Employees terminated for cause will not be eligible for employer contributions toward insurance premiums for either pre-age 65 or post-age 65 coverage.
- G. Employees hired on or after January 1, 2014, will not be eligible for any District contribution toward health insurance upon retirement.**

2.2 Employer Contribution Levels for Employees Retiring Before Age 65

2.2.1 Health Insurance Employer Contribution

ARTICLE 11. INSURANCE, Section 2 (continued)

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

2.2.1.1 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.

2.2.1.2 In the event the District changes health insurance carriers, it will have no impact on the District contribution for such coverage.

2.2.1.3 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.

2.2.2 Life Insurance Employer Contribution

The District will provide for early retirees who qualify under the conditions of 2.1.1 or 2.1.2 of this Section, 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.

2.3 Benefit Eligibility for Employees After Age 65

2.3.1 Employees hired into the District before January 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 2.4 of this Section.

2.3.2 Employees hired into the District before January 1, 1996, who retire at age sixty-five (65) or older must have completed the service eligibility requirements in 2.1 of this Section to receive District contributions toward post-age sixty-five (65) health insurance premiums.

2.3.3 Employees hired on or after January 1, 1996, shall not have or acquire in any way any eligibility for Employer-paid health insurance premium contribution for coverage in retirement at age sixty-five (65) and over in 2.4 of this Section. Employees hired on or after January 1, 1996, shall be eligible for only early retirement insurance premium contributions as provided in 2.2 and Deferred Compensation match in 2.5 of this Section.

2.4 Employer Contribution Levels for Retirees After Age 65

2.4.1 Employees hired into the District before January 1, 1996, who meet the eligibility requirements in 2.3.1 and 2.3.2 of this Section 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

ARTICLE 11. INSURANCE, Section 2 (continued)

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.

Employees hired after July 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. Part-time employees working half-time or more will be eligible for up to one half (50%) of the available District match.

Federal and state rules governing participation in the Minnesota Deferred Compensation Plan 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.

- 2.6 Employees hired 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.**

ARTICLE 12. HOLIDAYS

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

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

Eligible employees shall receive pay for each of the holidays listed above on which they perform no work. Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

- 12.2 Eligibility Requirements.** To be eligible for holiday pay, an employee must have been active on the payroll the day of the holiday. It is further understood that neither temporary nor other employees not otherwise eligible shall receive holiday pay.

ARTICLE 12. HOLIDAYS, (continued)

- 12.3 In the case of Board of Education employees, 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 a day on which school is not in session and shall be determined by agreement between the employee and the supervisor.
- 12.4 Employees assigned to work on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day shall be compensated at the rate of two (2) times the basic hourly rate for such hours worked.

ARTICLE 13. VACATION

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

<u>Years of Service</u>	<u>Vacation Hours Earned Per Hour On Payroll</u>	<u>*Annual Hours Earned</u>	<u>*Annual Days Earned</u>
First Year Through 6 Years	0.0692	144	18
After 6 Years Through 13 Years	0.0885	184	23
After 13 Years	0.1077	224	28

*Annual hours and days earned are based on a two thousand eighty (2,080) hour work year. Vacation is earned on regular hours on payroll. Years of Service is defined as the number of years since the date of employment.

- 13.2 Employees who work less than full-time shall be granted vacation on a pro rata basis.
- 13.3 The employee may carry over into the following year up to a maximum of one hundred sixty (160) hours of vacation.
- 13.4 If for reasons of business the department head determines that additional carry over is necessary for an employee, then the employee shall ask the immediate supervisor to allow additional time be carried over. The time of vacation shall be fixed by the head of the department in which the employee is employed. If an employee has been granted more vacation than the employee has earned up to the time of separation from service, the employee shall reimburse the District for such unearned vacation. If an employee is separated from the District by reason of resignation, the employee shall be granted such vacation pay as the employee may have earned and not used up to the time of such separation, provided that the employee has notified the department head in writing at least fifteen (15) calendar days prior to the date of resignation. If an employee is separated from the District by reason of discharge, retirement or death, the employee shall be granted such vacation pay as may have been earned and not used up to the time of such separation.
- 13.5 Sick Leave Conversion to Vacation. If an employee has an accumulation of sick leave credits in excess of one thousand four hundred forty (1,440) hours, he/she may convert any part of such excess to vacation at the rate of one-half (1/2) day's vacation for each day of sick leave credit.

The maximum number of hours vacation allowed by the conversion of sick leave credits shall be no more than forty (40) hours in any one year.

ARTICLE 14. PROBATION

- 14.1 Original Employment Probation. A new employee shall serve a six (6) month probationary period, following regular appointment to a position covered by this Agreement. 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. The probation period will exclude any unpaid leaves of absence when calculating time toward completion of any probationary period.
- 14.2 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. 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.
- 14.3 Civil Service Examinations and Probation. Employees who resign and transfer to a position with the City of Saint Paul and do not pass probation do not maintain rights to return to their position with the District.

ARTICLE 15. DISCIPLINE

- 15.1 The Employer will discipline employees for just cause only. Discipline will be in the form of:
- a) Oral reprimand;
 - b) Written reprimand;
 - c) Suspension;
 - d) Reduction;
 - e) Discharge.
- 15.2 Employees and the Union will receive copies of written reprimands and notices of suspension and discharge.
- 15.3 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. The 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.
- 15.4 Employees who are suspended, demoted or discharged retain all rights under Minnesota Statute §179A.20, Subdivision 4, and thereby have the right to request that such actions be considered a "grievance" for the purpose of processing through the provisions of Article 16 (Grievance Procedures). Oral reprimands shall not be subject to the grievance review procedures.

ARTICLE 16. GRIEVANCE PROCEDURES

- 16.1 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.
- 16.2 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.
- 16.3 The procedure established by this Article shall be the sole and exclusive procedure, except for the appeal of disciplinary action as provided by Article 15, for the processing of grievances, which are defined as an alleged violation of the terms and conditions of this Agreement.

Grievances shall be resolved in conformance with the following procedure:

- Step 1 Upon the occurrence of an alleged violation of this Agreement, the employee involved 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 the relief requested. Any alleged violation of the Agreement not reduced to writing by the Union within ten (10) calendar days of the first occurrence of the event giving rise to the grievance or within the use of reasonable diligence should have had knowledge of the first occurrence of the event giving rise to the grievance, shall be considered waived.
- Step 2 Within ten (10) calendar days 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) calendar days following this meeting. The Union may refer the grievance in writing to Step 3 within ten (10) calendar days following receipt of the Employer's written answer. Any grievance not referred in writing by the Union within ten (10) calendar days following receipt of the Employer's answer shall be considered waived.
- Step 3 Within ten (10) calendar days following receipt of a grievance referred from Step 2, a designated Employer Supervisor shall meet with the Union Business Manager or the designated representative and attempt to resolve the grievance. Within ten (10) calendar days 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) calendar days following receipt of the Employer's answer shall be considered waived.

ARTICLE 16. GRIEVANCE PROCEDURES (continued)

- Step 4 If the grievance remains unresolved, the Union may within ten (10) calendar days 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) calendar days after notice has been given. If the parties fail to mutually agree upon an arbitrator within the said ten (10)-day period, either party may request the Bureau of Mediation Services to submit a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The Union shall strike the first name; the Employer shall then strike one (1) name. The process will be repeated and the remaining person shall be the arbitrator.
- 16.4 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.
- 16.5 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.
- 16.6 The time limits in each step of this procedure may be extended by mutual agreement of the Employer and the Union.
- 16.7 It is understood by the Union and the Employer that a grievance may be determined by either the grievance procedure of this contract or by the provisions of the Civil Service Rules of the City of Saint Paul. If an issue is determined by this grievance procedure, it shall not again be submitted for arbitration under the Civil Service Rules. If an issue is determined by the provisions of the Civil Service Rules, it shall not again be submitted for arbitration under this grievance procedure.

ARTICLE 17. SEVERANCE PAY

- 17.1 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.
- 17.2 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:
 - 17.2.1 The employee must be eligible for pension benefits from Public Employee's Retirement Association of Minnesota (PERA) or other public employee retiree program.
 - 17.2.2 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, incompetency or any other disciplinary reason are not eligible for this severance pay program.
- 17.3 Effective June 23, 2007, 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 18.2 above, he or she will receive a District contribution to the School District No. 625 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation Pay in an amount equal to \$100 for each day of accrued, unused sick leave, up to 175 days.
 - 17.3.1 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 \$85 day for each day of accrued, unused sick leave up to 205.9 days.
 - 17.3.2 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 and Vacation Pay in an amount equal to \$100 pay for each day of accrued, unused sick leave up to 175 days.
- 17.4 Effective **June 30, 2011**, the maximum amount of money that any employee may obtain through this 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation Pay is **\$18,000**.
- 17.5 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.
- 17.6 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 18. WAGE SCHEDULE

- 18.1 The wage schedule for purposes of this contract shall be Appendix A, attached hereto.
- 18.2 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 to the employee.

District Authority. When underpayment errors are identified, the District will review the nature of the error and shall reimburse the employee in full up to a maximum retroactive period of two years. In the case of an overpayment, the District has the authority to deduct from the employee's check up to the full amount owed for a maximum retroactive period of two-years.

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-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 19. STRIKES, LOCKOUTS, WORK INTERFERENCE

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

ARTICLE 20. SAFETY SHOES

- 20.1 The Employer agrees to pay \$150 over the term of this agreement toward the purchase or repair of safety shoes for an employee who is a member of this unit. Preauthorization is required prior to the purchase of safety shoes. Employees must contact the Facility Planning Office to obtain preauthorization for safety shoes. This contribution to be made by the Employer shall apply only to those employees who are required to wear protective shoes or boots by the Employer.

ARTICLE 21. LEAVES OF ABSENCE

21.1 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:

21.1.1 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.

21.1.1 Family Illness. Employees may use accumulated sick leave for hours off due to sudden sickness or disability of a parent or a member of his/her household or to make arrangements for the care of such sick or disabled persons up to a maximum of eight hours sick leave per incident. Up to one hundred twenty (120) hours of accumulated sick leave may be used in a work year to allow the employee to care for and attend to the serious or critical illness of his/her spouse or parent. These hours when used are deducted from sick leave.

21.1.3 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 Minn. Stat. §181.9413 and shall remain available as provided in Statute.

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

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

21.1.5 Adoption Leave and Father with Newborn Child. Up to thirty (30) days of accumulated sick leave may be used in a contract year to attend to adoption procedures or care for a newly-adopted child or for a father with a newborn child. Use of these thirty (30) days does not need to occur consecutively. The thirty (30) days of sick leave for fathers of newborns must be used within six (6) weeks surrounding the birth of the child. For adoption the thirty (30) days of sick leave may be used for adoption processes or up to six (6) weeks following the adoption. Upon completion of the adoption process additional sick leave may be allowed for the care of a sick child as required by Minnesota Statute 18.9413.

ARTICLE 21. LEAVES OF ABSENCE (continued)

21.2 Court Duty Leave

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

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

21.3 Military Leave

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

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

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

ARTICLE 21. LEAVES OF ABSENCE (continued)

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

- 21.4.1 Said rules are supplemented and amended by the following provision:

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

If an employee's request for thirty (30) days or more of non-medical and non-parental leave is approved, 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.

21.5 Parental Leave

- 21.5.1 Parental leave is a leave without pay or benefits which shall be granted upon request subject to the provisions of this Section. It may be granted for reasons of adoption or pregnancy and/or the need to provide parental care for a child or children of the employee for an extended period of time immediately following adoption or the conclusion of pregnancy; such period of leave shall be no longer than one calendar year in length. Leave up to six (6) calendar months shall be granted upon request. Leave for more than six (6) calendar months is at the discretion of the Employer.
- 21.5.2 In case of pregnancy, an employee who wishes to use a period of (paid) earned sick leave at the time of pregnancy and delivery-related disability, may request unpaid parental leave for a period following the use of earned sick leave; however, sick leave time shall not be granted within (during the course of) a period of unpaid parental leave. The employee requesting such sequential leave shall submit an application in writing to the Director of Human Resources of the District 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.
- 21.5.3 In the case of adoption, the employee shall submit to the Director of Human Resources of the District 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 21. LEAVES OF ABSENCE (continued)

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

ARTICLE 22. SAVINGS CLAUSE

- 22.1 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 be held 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.

ARTICLE 23. DURATION

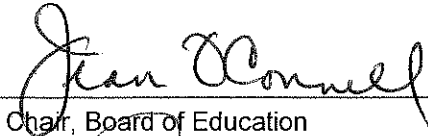
- 23.1 Except as herein provided, this Agreement shall be effective as of the date it is executed by the parties and shall continue in full force and effect through **June 30, 2013**, and thereafter until modified or amended by mutual agreement of the parties. Either party desiring to amend, or modify this Agreement shall notify the other in writing so as to comply with the provisions of the Public Employment Labor Relations Act of 1971, as amended.
- 23.2 This constitutes a tentative agreement between the parties which will be recommended by the school district negotiator, but is subject to the approval of the School Board, the Administration of the District, and is also subject to ratification by the Union.
- 23.3 Severability. In the event that any provision(s) of this Agreement is declared to be contrary to law by proper legislative, administrative or judicial authority from whose finding, determination or decree no appeal is taken, such provision(s) shall be voided. All other provisions shall continue in full force and effect.
- 23.4 Waiver. The Employer and the Union acknowledge that during the meeting and negotiating which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject concerning the terms and conditions of employment. The agreements and understandings reached by the parties after the exercise of this right are fully and completely set forth in this Agreement.

Therefore, the Employer and the Union for the duration of this Agreement agree that the other party shall not be obligated to meet and negotiate over any term or condition of employment whether specifically covered or not specifically covered by this Agreement. The Union and Employer may, however, mutually agree to modify any provision of this Agreement.

Any and all prior ordinances, agreements, resolution, practices, policies, and rules or regulations regarding the terms and conditions of employment, to the extent they are inconsistent with this Agreement, are hereby superseded.

WITNESSES:

INDEPENDENT SCHOOL DISTRICT
NO. 625



Chair, Board of Education



Assistant Director of Employee/Labor
Relations



Negotiations/Employee Relations
Assistant Manager

Date

6-18-13

DISTRICT LODGE NO. 77, INTERNATIONAL
ASSOCIATION OF MACHINISTS AND
AEROSPACEWORKERS, AFL-CIO



Business Agent



Negotiator

6-3-2013

Date

6-4-2013

APPENDIX A

The wage rates and salary ranges for classifications in this unit are shown below:

	<u>EFFECTIVE</u> <u>July 4, 2011</u>	<u>EFFECTIVE</u> <u>July 2, 2012</u>
Machinist	\$26.85	\$29.55
Vehicle Mechanic	\$25.85	\$26.65

Vehicle Mechanic Trainee

First	2,000 hours 60% of the Vehicle Mechanic base rate
Third	1,000 hours 65% of the Vehicle Mechanic base rate
Fourth	1,000 hours 70% of the Vehicle Mechanic base rate
Fifth	1,000 hours 75% of the Vehicle Mechanic base rate
Sixth	1,000 hours 80% of the Vehicle Mechanic base rate
Seventh	1,000 hours 85% of the Vehicle Mechanic base rate
Eighth	1,000 hours 90% of the Vehicle Mechanic base rate

	<u>EFFECTIVE</u> <u>July 4, 2011</u>		<u>EFFECTIVE</u> <u>July 2, 2012</u>	
	<u>Probationary</u> <u>Rate</u>	<u>Base</u>	<u>Probationary</u> <u>Rate</u>	<u>Base</u>
Nutrition Services Equipment Repairer	\$20.45	\$21.62	\$20.93	\$22.12

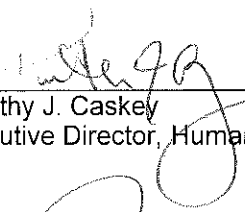
Duration

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

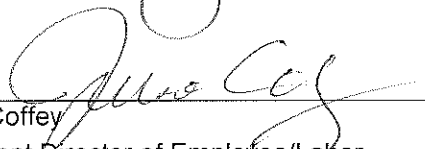
INDEPENDENT SCHOOL DISTRICT NO.
625



Jean O'Connell
Chair, Board of Education



Timothy J. Caskey
Executive Director, Human Resources

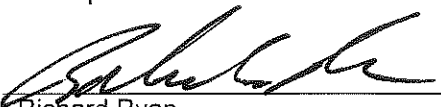


Julie Coffey
Assistant Director of Employee/Labor
Relations

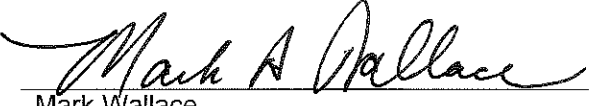
6-18-13

Date

International Association of Machinists and
Aerospace Workers Local No. 77



Richard Ryan
Business Representative
International Association of Machinists and
Aerospace Workers Local No. 77



Mark Wallace
International Association of Machinists and
Aerospace Workers No. 77

6-3-2013

Date

