### 2012 - 2013

#### **COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN** 

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

**AND** 

### PROFESSIONAL EMPLOYEES ASSOCIATION

January 1, 2012 through December 31, 2013





SAINT PAUL PUBLIC SCHOOLS Independent School District No. 625

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#### **PREAMBLE**

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

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

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

#### ARTICLE 1. RECOGNITION

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

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

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

#### ARTICLE 2. MANAGEMENT RIGHTS

- 2.1 The Association recognizes the right of the Employer to operate and manage its affairs in all respects in accordance with applicable laws and regulations of appropriate authorities. The rights and authority which the Employer has not officially abridged, delegated or modified by this Agreement are retained by the Employer.
- A public employer is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the Employer, its overall budget, utilization of technology, and organizational structure and selection and direction and number of personnel.

#### ARTICLE 3. MAINTENANCE OF STANDARDS

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

#### ARTICLE 4. CHECK OFF AND SERVICE FEE

- 4.1 The Employer agrees to deduct the Association membership initiation fee assessments and once each month dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by a representative of the Association and the aggregate deductions of all employees shall be remitted together with an itemized statement to the representative by the first of the succeeding month after such deductions are made or as soon thereafter as is possible.
- Any present or future employee who is not an Association member shall be required to contribute a fair share fee for services rendered by the Association. Upon notification by the Association, the Employer shall check off said fee from the earnings of the employee and transmit the same to the Association. In no instance shall the fair share fee exceed eighty-five (85) percent of the membership dues. It is also understood that in the event the Employer shall make an improper fair share deduction from the earnings of an employee, the Association shall be obligated to make the Employer whole to the extent that the Employer shall be required to reimburse such employee for any amount improperly withheld. This provision shall remain operative only so long as specifically provided by Minnesota law, and as otherwise legal.
- 4.3 The Association agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.
- 4.4 The Association agrees that a service fee of fifty cents (50¢) per member, per month shall be deducted by the Employer from the amount withheld for dues or fair share prior to remittance of dues or fair share to the Association.

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

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

#### ARTICLE 6. PROBATION

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

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

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

#### ARTICLE 7. SENIORITY

- 7.1 Seniority, for the purpose of this Agreement, shall be defined as follows: The length of continuous, regular, and probationary service with the Employer from the date an employee was first certified and appointed to a class title covered by this Agreement, it being further understood that seniority is confined to the current class assignment held by an employee. In cases where two or more employees are appointed to the same class title on the same date, the seniority shall be determined by the employee's rank on the eligible list from which certification was made.
- 7.2 Seniority shall terminate when an employee retires, resigns or is discharged.
- 7.3 In the event it is determined by the Employer that it is necessary to reduce the workforce, employees will be laid off by class title within each department based on inverse length of seniority as defined above. Before layoffs are implemented the Employer agrees to seek voluntary layoffs, provided the remaining less senior employee(s) are qualified to perform the work otherwise assigned to the individual electing voluntary layoff. Human Resources will determine whether or not the less senior employee is qualified to perform the work. Exercising this option does not disqualify the separated employee from an unemployment insurance benefit claim.
- 7.4 In cases where there are promotional series, such as Accountant I, II, III, etc., when the number of employees in the higher titles is to be reduced, employees will be offered reductions to the highest title to which class seniority would keep them from being laid off, before layoffs are made by any class title in any department. When staff reductions occur, an employee does not have to have held a lower level position within a series to be eligible to bump a less senior employee within that series or to be eligible for a lower level vacancy with that series.
- 7.5 Recall from layoff shall be in inverse order of layoff, except that recall rights shall expire after two (2) years of layoff. It is understood that such employees will pick up their former seniority date in any class of positions that the employee previously held.
- 7.6 To the extent possible, vacation period shall be assigned on the basis of seniority. It is, however, understood that vacation assignment shall be subject to the ability of the Employer to maintain operations.

#### ARTICLE 8. WORKING OUT OF CLASSIFICATION

8.1 Employer shall avoid, whenever possible, working an employee on an out-of-class assignment for a prolonged period of time. Any employee working an out-of-class assignment for a period in excess of fifteen (15) consecutive working days shall receive the rate of pay for the out-of-class assignment in a higher classification not later than the sixteenth (16th) day of such assignment. For purposes of this Article, an out-of-class assignment is defined as an assignment of an employee to perform, on a full-time basis, all of the significant duties and responsibilities of a position different from the employee's regular position, and which is in a classification higher than the classification held by such employee. The rate of pay for an approved out-of-class assignment shall be the same rate the employee would receive if such employee received a regular appointment to the higher classification.

#### ARTICLE 9. WAGES

- 9.1 The wage schedule for the purpose of this contract shall be Appendices A and C.
- 9.2 <u>Salary Step Eligibility</u>. Employees must meet the following conditions in order to be eligible for salary step advancement.
  - 9.2.1 An employee must have received an overall rating of "satisfactory" on his/her most recent performance evaluation to receive any salary step advancement.
  - 9.2.2 An employee must have been paid a minimum of 1,040 hours in the previous (12) twelve months (minimum hours requirement is prorated for part-time employees) to receive any salary step advancement.
  - 9.2.3 Effective January 1, 2013, step increases will be frozen for a period of one year.
- 9.3 Salary Step Progression.
  - 9.3.1 An employee who meets the eligibility requirements in 9.2 of this Section will advance one salary step at the beginning of the pay period nearest to January 1 each year up to Step 10 (nine-year step).
  - 9.3.2 An employee who meets the eligibility requirements in 9.2 of this Section and who has completed fifteen (15) or more calendar years of service in the District will advance one (1) salary step at the beginning of the pay period nearest to January 1 each year, not to exceed Step 11 (fifteen-year step).
  - 9.3.3 An employee who meets the eligibility requirements in 9.2 of this Section and who has completed twenty (20) or more calendar years of service in the District will advance one (1) salary step at the beginning of the pay period nearest to January 1 each year, not to exceed Step 12 (twenty-year step).
  - 9.3.4 Years of classified service in the District and the City of St. Paul will be recognized in step placement and step advancement.
- 9.4 <u>Correction of Compensation Errors</u>. Employees should routinely review their bi-weekly pay check and immediately document any errors or inquiries by contacting the District's payroll department. Failure to notify the payroll department in a timely manner, or failure to routinely review the accuracy of his/her biweekly compensation may result in lost compensation.
  - 9.4.1 <u>District Authority</u>. When underpayment errors are identified, the District will review the nature of the error and shall reimburse the employee in full up to a maximum retroactive period of two years. In the case of an overpayment, the District has the authority to deduct from the employee's check up to the full amount owed for a maximum retroactive period of two (2) years.
  - 9.4.2 <u>Procedure for Addressing Significant Overpayment Errors</u>. In the case of a significant overpayment, deductions from biweekly compensation shall be based on a repayment schedule established by the District. The District, at its discretion, may limit the amount of repayment to less than the two (2) year retroactive period described above. The reduction of a reimbursement period will be based on the nature of the error and whether the employee took reasonable preventative action by routinely reviewing the accuracy of his/her biweekly compensation.

#### ARTICLE 10. PROFESSIONAL GROWTH

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

SECTION 2. For fiscal year 2002 and thereafter, an amount of \$500 per fiscal year shall be provided for each employee for an employee's professional growth. These funds may be applied to pay the costs for attendance at national or regional conventions, workshops, clinics or other professional meetings, and memberships in professional organizations approved by the employee's immediate supervisor. Meetings that have negotiations as a principle topic shall not be deemed appropriate for purposes of this Article. "Costs for attendance" shall mean registration fees, lodging, books and materials, food and travel. Expenses to be reimbursed shall be properly documented upon the appropriate voucher form in accordance with District regulations and procedures. The District has informed and trained supervisors and Human Resources of the mutual benefit and importance of professional development. If an employee is denied application of this benefit the individual is encouraged to bring the denial to the attention of the Association in a timely manner to address the issue through the appropriate process.

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

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

#### ARTICLE 11. HOLIDAYS

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

New Year's Day Martin Luther King Jr. Day Presidents' Day Memorial Day Independence Day

Labor Day Thanksgiving Day Day After Thanksgiving 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.

- 11.2 <u>Eligibility Requirements</u>. To be eligible for holiday pay, employees must be active on the payroll the day of the holiday. Ten (10) month employees shall receive holidays that fall within their work year, provided they meet the eligibility requirements of this section.
- 11.3 If Martin Luther King Jr. Day or Presidents' Day falls on a day when school is in session, the employees shall work that day at straight time and another day shall be designated as the holiday. This designated holiday shall be a day determined by agreement between the employee and the supervisor.

#### ARTICLE 12. VACATION

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

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

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

- 12.2 An employee may carry over into the following year up to one hundred and sixty (160) hours of vacation.
- 12.3 Upon separation of service, if employee has provided ten (10) calendar days notice to the Employer, any unused, accrued vacation shall be paid at the employee's current rate of pay. If an employee has been granted more vacation than the employee has earned up to the time of separation from service, the employee shall reimburse the District for such unearned vacation at the employee's current rate of pay. If an employee is separated from service by reason of discharge, retirement or death, the employee shall be paid for any unused, accrued vacation earned up to the time of such separation. Employees who retire with unused vacation and who are eligible for severance pay will receive pay for unused vacation in the form of a contribution to the School District No. 625 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation.
- 12.4 <u>Sick Leave Conversion</u>. If an employee has an accumulation of sick leave credits in excess of one hundred and eighty (180) days, he/she may convert any part of such excess to vacation at the rate of one-half (1/2) day's vacation for each day of sick leave credit. No employee may convert more than ten (10) days of sick leave in each calendar year under this provision.

#### ARTICLE 13. COMPENSATORY LEAVES OF ABSENCE

- Sick Leave. Sick leave shall accumulate at the rate of .0576 of a working hour for each full hour on the payroll, excluding overtime. Sick leave accumulation is unlimited. To be eligible for sick leave, the employee must report to his/her supervisor no later than one (1) hour past his/her regular scheduled starting time. The granting of sick leave shall be subject to the terms and provisions of this Agreement. A "day" for this purpose shall be equivalent to the regularly assigned work day of the employee and such leave shall be deducted from accumulated sick leave. Any employee who has accumulated sick leave as provided above shall be granted leave with pay, for such period of time as the head of the department deems necessary for the following specified allowable uses:
  - 13.1.1 Personal Illness: Employees may use accumulated sick leave for hours off due to personal illness. The employee may be required to furnish a medical certificate from a qualified physician as evidence of illness or physical disability in order to qualify for paid sick leave as per District practice. Accumulated sick leave may also be granted for such time as is actually necessary for office visits to a doctor, dentist, optometrist, etc.

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

- 13.1.2 <u>Family Illness</u>: Employees may use accumulated sick leave for hours off due to sudden sickness or disability of a parent or a member of his/her household or to make arrangements for the care of such sick or disabled persons up to a maximum of eight (8) hours sick leave per incident. Up to one hundred twenty (120) hours of accumulated sick leave may be used in a work year to allow the employee to care for and attend to the serious or critical illness of his/her spouse, parent, or member of household. These hours when used are deducted from sick leave.
- 13.1.3 <u>Sick Child Care Leave</u>. Sick leave to care for a sick child shall be granted on the same terms as the employee is able to use sick leave for the employee's own illness. This leave shall only be granted pursuant to Minnesota Statute (M.S.) §181.9413 and shall remain available as provided in Statute.
- 13.1.4 Bereavement Leave. A leave of absence with pay, not to exceed five (5) days, shall be granted because of the death of an employee's spouse, child or step-child, parent or step-parent, and regular members of the immediate household. Up to three (3) days shall be granted because of death of other members of the employee's immediate family. Other members of the immediate family shall mean sister or step-sister, brother or step-brother, grandparent, grandchild, parent-in-law, son-in-law or daughter-in-law. Leave of absence for one (1) day shall be granted because of death of other close relatives. Other close relatives shall mean uncle, aunt, nephew, niece, brother-in-law and sister-in-law.
- 13.1.5 <u>Travel Extension:</u> If an employee is required to travel beyond a two-hundred (200) mile radius of Saint Paul for purposes related to eligible bereavement leave, two (2) additional days of sick leave may be used. Employee, if requested shall provide the Human Resource Department verification of the funeral location outside of Saint Paul.
- 13.1.6 Adoption Leave and Father with Newborn Child. Up to thirty (30) days of accumulated sick leave may be used in a contract year to attend to adoption procedures or care for a newly-adopted child or for a father with a newborn child. Use of these thirty (30) days does not need to occur consecutively. The thirty (30) days of sick leave for fathers of newborns must be used within six (6) weeks surrounding the birth of the child. For adoption the thirty (30) days of sick leave may be used for adoption processes or up to six (6) weeks following the adoption. Upon completion of the adoption process additional sick leave may be allowed for the care of a sick child as required by M. S. §18.9413.

#### 13.2 Court Duty Leave.

- 13.2.1 Court Cases. Any employee who is duly subpoenaed as a witness in any case in court shall be entitled to leave with pay for that purpose provided that the employee is not a party in the case, and provided that the case is not the result of litigation undertaken by the employee or the union against the District. In cases where the Board is a party in the litigation, the employee shall be entitled to pay while attending as a witness at the request of the Board or as a co-defendant in the case.
- 13.2.2 Required Jury Duty. Any employee who is required to serve as a juror shall be granted leave with pay while serving on jury duty contingent upon the employee paying to the Board any fees received, minus travel allowance, for such jury service. The employee may seek to be excused from jury duty.

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

- 13.3 Military Leave. Any employee who shall be a member of the National Guard, the Naval Militia or any other component of the militia of the state, now or hereafter organized or constituted under state or federal law, or who shall be a member of the Officers Reserve Corps, the Enlisted Reserve Corps, the Naval Reserve, the Marine Corps Reserve or any other reserve component of the military or naval force of the United States, now or hereafter organized or constituted under federal law, shall be entitled to leave of absence from employment without loss of pay, seniority status, efficiency rating, vacation, sick leave or other benefits for all the time when such employee is engaged with such organization or component in training or active service ordered or authorized by proper authority pursuant to law, whether for state or federal purposes, provided that such leave shall not exceed a total of fifteen (15) days in any calendar year and, further, provided that such leave shall be allowed only in case the required military or naval service is satisfactorily performed, which shall be presumed unless the contrary is established. Such leave shall not be allowed unless the employee: (1) returns to his/her position immediately upon being relieved from such military or naval service and not later than the expiration of time herein limited for such leave, or (2) is prevented from so returning by physical or mental disability or other cause not due to such employee's own fault, or (3) is required by proper authority to continue in such military or naval service beyond the time herein limited for such leave.
- 13.4. Quarantine/Catastrophic Disaster Leave. Employees will be provided up to a maximum of ten (10) days paid leave of absence for quarantine by a health officer due to a contagious disease. The same will be provided for a catastrophic disaster that occurs at the employee's school and/or community which causes the closure of the school district or the employee's worksite.
- 13.5 <u>Eligibility for Sick Leave</u>. To be eligible for sick leave, the employee must meet the specified uses in 13.1 and report the need for time off to his/her supervisor no later than **one (1)** hour past his/her regular scheduled starting time.
- 13.6 The granting of sick leave is subject to additional provisions as provided in Civil Service Rules.

#### ARTICLE 14. PARENTAL/MATERNITY LEAVE

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

#### ARTICLE 15. EMPLOYEE BENEFITS

#### SECTION 1. ACTIVE EMPLOYEE HEALTH INSURANCE

- 1.1 The Employer will continue for the period of this Agreement to provide for active employees such health and life insurance benefits as are provided by Employer at the time of execution of this Agreement.
- 1.2 <u>Eligibility Waiting Period</u>. 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 <u>Full-Time Status</u>. For the purpose of this Section, full-time employment is defined as appearing on the payroll at least thirty-two (32) hours per week or at least sixty-four (64) hours per pay period, excluding overtime hours.
- 1.4 <u>Half-Time Status</u>. For the purpose of this Section, half-time employment is defined as appearing on the payroll at least twenty (20) hours but less than thirty-two (32) hours per week or at least forty (40) hours but less than sixty-four (64) hours per pay period, excluding overtime hours.
- 1.5 <u>Employer Contribution Amount: Full-Time Employees.</u> Effective January 1, **2012**, 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 \$600 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 \$1,175 per month, whichever is less.
  - 1.5.1 Effective July 1, **2013**, 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 **\$638** 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.
- 1.6 Employer Contribution Amount: Half-Time Employees. For each eligible employee covered by this Agreement who is employed half time, the Employer agrees to contribute fifty percent (50%) of the amount contributed for full-time employees for the insurance coverages in 1.5, 1.7, 1.8 and 1.9 of this Article.
- 1.7 <u>Employer Contribution Amount: Active 10 Month Employees.</u> The District agrees to continue contributions for benefits during months that 10 month employees are not actively at work.
- Employer Contribution Amount: Married Couples. Employees who are married to another District employee and who are covered under their spouse's health plan may waive the single or family contribution to health insurance and receive up to \$200 per month toward their spouse's family premium. The combination of District contributions cannot exceed the full cost of family coverage and cannot be applied in cases where the spouse is receiving health insurance through the District's cafeteria benefits plan.
- Life Insurance. Effective January 1, 1996, the District agrees to provide term life insurance in the amount of \$50,000 for each eligible employee. This amount of life insurance shall be reduced to \$5,000 upon early retirement and shall continue until the early retiree reaches age sixty-five (65), at which time the Employer paid life insurance shall be terminated.

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

- 1.10 <u>Dental Insurance</u>. The Employer will contribute for each eligible employee covered by this Agreement who is employed full-time toward participation in a dental care plan offered by the Employer up to \$40 per month for employee coverage. Employees who enroll in family dental coverage may pay the difference between the cost of family coverage and the district's \$40 monthly contribution to single coverage.
- 1.11 <u>Long-Term Disability Insurance</u>. Effective January 1, 2003, the Employer will provide long-term disability coverage for each eligible full-time employee.
- 1.12 <u>Flexible Spending Account</u>. The Employer shall maintain during the term of this Agreement a plan for medical and child care expense accounts to be available to employees in this bargaining unit who are eligible for Employer-paid premium contribution for health insurance for such expenses, within the established legal regulations and Internal Revenue Service (IRS) requirements for such accounts.
- 1.13 The contributions indicated in this Article 15 shall be paid to the Employer's group health and welfare plan.
- 1.14 Any cost of any premium for any Employer-offered employee or family insurance coverage in excess of the dollar amounts stated in this Article 15 shall be paid by the employee through payroll deduction.

#### SECTION 2. RETIREMENT HEALTH INSURANCE AND TRANSITIONAL BENEFIT

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

- 1.1 <u>Employees hired into District service before January 1, 1996</u>, must have completed the following service eligibility requirements with the District prior to retirement in order to be eligible for any payment of any insurance premium contribution by the District after retirement:
  - A. Be receiving pension benefits from PERA, St. Paul Teachers Retirement Association or other public employee retiree program at the time of retirement and have severed the employment relationship with the District;
  - B. Must be at least fifty-five (55) years of age and have completed twenty-five (25) years of service, or;
  - C. The combination of their age and their years of service must equal eighty-five (85) or more, or:
  - D. Must have completed at least thirty (30) years of service, or;
  - E. Must have completed at least twenty (20) consecutive years of service within the District immediately preceding retirement.

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

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

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

#### 1.3 Eligibility requirements for all retirees.

- A. A retiree may not carry his/her spouse as a dependent if such spouse is also a District retiree or a District employee and eligible for and is enrolled in the District health insurance program, or in any other Employer-paid health insurance program.
- B. Additional dependents beyond those designated to the District at the time of retirement may not be added at District expense after retirement.
- C. The employee must make application through District procedures prior to the date of retirement in order to be eligible for any benefits provided in this Section.
- D. Employees terminated for cause will not be eligible for employer contributions toward insurance premiums for pre-age 65 or post-age 65 coverage. At the Employer's discretion, the Employer may consider an employee's voluntary resignation in lieu of termination. The termination of an employee, if contested, must be upheld by a neutral third party.
- E. Employees hired into the District on or after January 1, 2014, will not be eligible for any district contribution toward health insurance upon retirement.

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

2.1 Health Insurance Employer Contribution.

Employees who meet the requirements in Subd. 1.1 or Subd. 1.2 of this Article will receive a District contribution toward health insurance until the employee reaches sixty-five (65) years of age as defined in this subdivision.

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

#### 2.2 Life Insurance Employer Contribution.

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

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

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

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

- 3.3 <u>Employees hired on or after January 1, 1996</u>, shall not have or acquire in any way any eligibility for Employer-paid health insurance premium contribution for coverage in retirement at age sixty-five (65) and over in Subd. 4. Employees hired on or after January 1, 1996, shall be eligible for only <u>early</u> retirement insurance premium contributions as provided in Subd. 2 and Deferred Compensation match in Subd. 5.
- Years of certified civil service time with the City of Saint Paul earned prior to January 1, 1996, will continue to be counted toward meeting the District's service requirement of this Subd. 3. Civil service time worked with City of Saint Paul after January 1, 1996, will be considered a break in District employment.
- Employees terminated for cause will not be eligible for employer contributions toward insurance premiums for pre-age 65 or post-age 65 coverage. At the Employer's discretion, the Employer may consider an employee's voluntary resignation in lieu of termination. The termination of an employee, if contested, must be upheld by a neutral third party.

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

4.1 Employees hired into the District before January 1, 1996, who retire on or after January 1, 1998, and who meet the eligibility requirements in Subdivisions 3.1 or 3.2 of this Article are eligible for premium contributions for a Medicare Supplement health coverage policy selected by the District. Premium contributions for such policy will not exceed:

Coverage Type	<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.

<u>Subd. 5.</u> <u>Employees hired after January 1, 1996</u>, are eligible to participate in an employer matched Minnesota Deferred Compensation Plan or District approved 403(b) plan. The District will match up to \$1,000 per year of consecutive active service. Part-time employees working half-time or more will be eligible for up to one half (50%) of the available District match.

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

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.



#### ARTICLE 16. SEVERANCE PAY

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

- 16.1. Severance Pay. The District shall provide a separate severance pay program as set forth in this Section. Payment of severance pay shall be made within the tax year of the retirement as described in Business Office Rules. All payments made under this Subd. shall be made to the District 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation, hereinafter referred to as the "Severance Plan."
- 16.2 <u>Eligibility</u>. To be eligible for the Severance Plan, an employee must meet the following requirements:
  - 16.2.1 The employee must be eligible upon separation of service to receive pension under provisions of the St. Paul Teachers Retirement Fund, the Public Employees Retirement Association (PERA) or other public employee pension program.
  - 16.2.2 The employee must be voluntarily separated from District employment or have been subject to separation by layoff or retirement. Those employees who are discharged for cause, misconduct, inefficiency, incompetence or any other disciplinary reason are not eligible for this severance pay program.
  - 16.2.3 For the purpose of this Severance Plan, a death of an employee shall be considered as separation of employment and, if the employee would have met all of the requirements set forth in this Section at the time of his or her death, contributions to the Severance Plan shall be made to the employee's estate.

#### 16.3 Severance Pay

16.3.1 <u>Early Notification Incentive</u>. Employees who meet eligibility requirements of 16.2 of this Article and who complete, sign and submit a Resignation Notice form to the Director of Human Resources three (3) months prior to retirement will receive a District contribution of \$2,500 to the Severance Plan.

#### 16.3.2 Pay for Unused Sick Leave

- 16.3.2.1 If an employee notifies the Human Resource Department three (3) months in advance of the date of retirement and requests severance pay and if the employee meets the eligibility requirements set forth in 16.2 above, he or she will receive a District contribution to the Severance Plan in an amount equal to \$125 for each day of accrued, unused sick leave, up to 140 days. In this instance, the maximum amount of severance pay will not exceed \$17,500.
- 16.3.2.2 If an employee notifies the Human Resource Department in less than three (3) months in advance of the date of retirement and requests severance pay and if the employee meets the eligibility requirement set forth above, he or she will receive a District contribution to the Severance Plan in an amount equal to \$100 pay for each day of accrued, unused sick leave up to 150 days. In this instance, the maximum amount of severance pay will not exceed \$15,000.
- 16.3.2.3 If exigent circumstances exist, such as a sudden illness/injury of the employee or immediate family member necessitating immediate retirement, and if the employee meets the eligibility requirements set forth above, he or she will receive a District contribution to the Severance Plan in an amount equal to \$125 pay for each day of accrued, unused sick leave up to 140 days.

#### ARTICLE 16. SEVERANCE PAY (continued)

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

#### ARTICLE 17. LEGAL SERVICES

- 17.1 Except in cases of malfeasance in office or willful or wanton neglect of duty, Employer shall defend, save harmless and indemnify employee against any tort claim or demand, whether groundless or otherwise, arising out of alleged acts or omission occurring in the performance or scope of employee's duties.
- 17.2 Notwithstanding (17.1), the Employer shall not be responsible for paying any legal service fee or for providing any legal service arising from any legal action where the employee is the plaintiff.

#### ARTICLE 18. DISCIPLINE

- 18.1 The Employer will discipline employees for just cause only. Discipline will be in the form of:
  - 18.1.1 Written reprimand;
  - 18.1.2 Suspension;
  - 18.1.3 Reduction;
  - 18.1.4 Discharge.
- 18.2 Suspensions, reductions, and discharges will be in written form.
- 18.3 Employees and the Association will receive copies of written reprimands and notices of suspension and discharge.
- 18.4 Employees may examine all information in their Employer personnel files that concerns work evaluations, commendations and/or disciplinary actions. Files may be examined at reasonable times under the direct supervision of the Employer.
- Preliminary Review. Prior to issuing a disciplinary action of unpaid suspension, demotion, or discharge, the supervisor will make a recommendation to his/her supervisor regarding proposed discipline. That supervisor will then schedule a meeting with the employee prior to making a final determination of the proposed discipline. The employee shall have the opportunity to have union representation present and be provided the opportunity to speak on his/her behalf regarding the proposed action. If the employee is unable to meet with the supervisor, the employee and/or union will be given the opportunity to respond in writing.

#### ARTICLE 18. DISCIPLINE (continued)

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

#### ARTICLE 19. GRIEVANCE PROCEDURE

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

#### ARTICLE 19. GRIEVANCE PROCEDURE (continued)

- Step 3. Within ten (10) workdays following receipt of a grievance referred from Step 2, a designated Employer supervisor shall meet with the Association's representative or his designated representative, the Employee, and the Steward, and attempt to resolve the grievance. Within ten (10) workdays following this meeting, the Employer shall reply in writing to the Association stating the Employer's answer concerning the grievance. If, as a result of the written response, the grievance remains unresolved, the Association may refer the grievance to Step 4. Any grievance not referred in writing by the Association to grievance mediation or Step 4 within ten (10) workdays following receipt of the Employer's answer shall be considered waived. The Employer within ten (10) working days of receipt of the request for review at Step 4 may refer the grievance to grievance mediation or allow the grievance to proceed to Step 4.
- Step 4. If the grievance remains unresolved after the Step 3 response and/or grievance mediation, the Association may within ten (10) workdays after the response of the Employer or conclusion of mediation, request arbitration of the grievance. The arbitration proceedings shall be conducted by an arbitrator to be selected by mutual agreement of the Employer and the Association within ten (10) workdays after notice has been given. If the parties fail to mutually agree upon an arbitrator within the said ten (10)-day period, either party may request the Bureau of Mediation Services to submit a panel of five (5) arbitrators. Both the Employer and the Association shall have the right to strike two (2) names from the panel. The order of striking will be determined by the flip of a coin. The process will be repeated and the remaining person shall be the arbitrator.
- The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue submitted in writing by the Employer and the Association, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the Employer, the Association, and the employees.
- The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Association, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record.
- 19.7 The time limits in each step of this procedure may be extended by mutual agreement of the Employer and the Association.
- 19.8 It is understood by the Association and the Employer that if an issue is determined by this grievance procedure, it shall not again be submitted for determination in another forum. If an issue is determined by any other forum, it shall not again be submitted for arbitration under this grievance procedure.

#### ARTICLE 20. NON-DISCRIMINATION

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

#### ARTICLE 21. WORK STOPPAGE

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

#### ARTICLE 22. MILEAGE

SECTION 1. MILEAGE ALLOWANCE. Employees of the School District, under policy adopted by the Board of Education, may be reimbursed for the use of their automobiles for school business. The mileage allowance for eligible employees shall be established by the Board of Education. The mileage reimbursement rate shall be indexed periodically to reflect the rate established by the IRS.

SECTION 2. REIMBURSEMENT PROCEDURES. An employee must keep a record of each trip made. Reimbursement shall be for the actual mileage driven in the performance of assigned duties as verified by the appropriate school district administrator and in accordance with School District Business Office policies and procedures.

#### ARTICLE 23. SAVING CLAUSE

23.1 This Agreement is subject to the laws of the United States, the State of Minnesota. In the event any provisions of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party. All other provisions of this Agreement shall continue in full force and effect.

#### ARTICLE 24. DURATION AND EFFECTIVE DATE

- 24.1 Except as herein provided, this Agreement shall be effective as of January 1, **2012**, and shall continue in full force and effect through December 31, **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.
- This constitutes a tentative agreement between the parties which will be recommended by the Negotiations/Employee Relations Manager, but is subject to the approval of the Board of Education of Independent School District No. 625 and is also subject to ratification by the Association.

WITNESSES:	
INDEPENDENT SCHOOL DISTRICT NO. 625	THE CITY OF SAINT PAUL PROFESSIONAL EMPLOYEES ASSOCIATION
Sean O Connell	Karin E Laders
Chair,/Board of Education	President, P.E.A.
Jante fa	Mile Wilde
Executive Director of Human Resources	Legal Counsel, P.E.A.
- Aule S	May 15, 2013
Assistant Director Employee/Labor Relations	Date
5-21-13	
Date	

## APPENDIX A

## TITLES AND SALARIES

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20	12	\$56,953	\$58,340		\$60,303 \$61,774	\$62,106 \$63,622		\$63 \$65			
15	1	\$56,503	\$57,890	,	\$59,853 \$61,324	\$61,656 \$63,172		\$63,501 \$65,063		\$65,387 \$66,996	
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∞	6	\$52,583	\$53,898		\$55,759 \$57,153	\$57,465		\$59,213 \$60,693		\$61,001 \$62,526	
7	8	\$51,972	\$53,271		\$55,110 \$56,488	\$56,797 \$58,217		\$58,525 \$59,988		\$60,291	
9	7	\$50,259	\$51,515		\$53,296 \$54,628	\$54,926 \$56,299		\$56,598 \$58,013		\$58,305 \$59,763	
9	9	\$47,933	\$49,131		\$50,799 \$52,069	\$52,362 \$53,671		\$53,924 \$55,272		\$55,562 \$56,951	
4	5	\$45,607	\$46,747	,	\$48,343 \$49,552	\$49,802 \$51,047		\$51,335 \$52,618		\$52,864 \$54,186	
3	4	\$43,456	\$44,542		\$46,079 \$47,231	\$47,468 \$48,655		\$48,928 \$50,151		\$50,350 \$51,609	
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Facilities Department Assistant Management Assistant 2 Accountability Assistant **Nutrition Specialist** Grade 9

\$68,928 \$67,272 \$66,247 \$67,903 \$62,788 \$64,358 \$63,608 \$62,057 \$61,512 \$60,012 \$58,591 \$57,162 Security & Emergency Management Department Assistant (effective 1/23/13) \$54,473 \$55,835 \$51,883 \$53,180 \$49,400 \$50,635 \$47,031 \$48,207 \$44,805 \$45,925 1-1-12 1-1-13

\$67,722 \$69,378

Grade 10

Energy Efficiency Coordinator Furniture and Move Coordinator Graphic Artist 2

Contract Coordinator

Human Resource Coordinator Research Analyst 2

Security & Emergency Management Project Coordinator Student Information System Support Specialist

Training Specialist

\$61,873 \$63,420 \$60,384 \$58,911 \$56,042 \$57,443 \$53,414 \$54,749 \$50,859 \$52,130 \$48,415 \$49,625 \$47,231 \$46,079 1-1-12 1-1-13

\$69,775 \$71,483

\$69,325 \$71,033

\$70,008 \$68,300

\$64,733 \$66,351

\$63,981 \$65,581

Accountant 2 Grade 11

Energy & Sustainability Coordinator Architect 1

\$65,907 \$63,735 \$60,547 \$57,756 \$55,058 \$53,702 \$52,392 \$49,911 \$51,159 \$47,539 \$48,727 1-1-12 1-1-13

\$71,828 \$73,587 \$71,378 \$73,137 \$72,112 \$70,353 \$66,681 \$68,348 \$67,555 \$65,328 \$59,200 \$56,434

## TITLES AND SALARIES

20	12	\$73,924 \$75,735	\$76,018 \$77,882	\$78,324 \$80,245
15	-	\$73,474 \$75,285	\$75,568 \$77,432	\$77,874 \$79,795
O	10	\$72,449 \$74,260	\$74,543 \$76,407	\$76,849 \$78,770
ω	თ	\$68,667	\$70,653 \$72,419	\$72,838 \$74,659
7	8	\$67,867	\$69,829	\$71,990 \$73,790
9	7	\$65,633	\$67,529	\$69,618 \$71,358
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Year 0	Step 1	ade 12  Benefits Specialist 2  Communications Specialist  Human Rights Investigator  Nutrition and Custodial Services Purchasing Analyst Safety Specialist  Systems Analyst 1  Technology Construction Project Coordinator  Value Analyst 1  Workforce Management Specialist 2  -1-12 \$48,963 \$51,373 \$53,962 \$56  -1-13 \$50,187 \$52,657 \$55,311 \$58	ade 13  Fund Development Specialist Management Assistant 3  Marketing Communications Senior Associate Senior Marketing and Development Specialist -1-12 \$50,425 \$52,977 \$55,530 -1-13 \$51,686 \$54,301 \$56,918	ade 14  Ombudsperson Research Analyst 3 Recruitment and Diversity Specialist Safety Program Specialist Workforce Design Specialist Workforce Management Specialist 3 -1-12 \$51,918 \$54,510
		Grade 12  Benefits Specialist 2 Communications Sphuman Rights Inves Nutrition and Custod Safety Specialist Systems Analyst 1 Technology Constru Value Analyst 1 Workforce Managem 1-1-12 \$48,963	Grade 13 Fund Deve Manageme Marketing Senior Ma 1-1-13	Grade 14 Ombudsperson Research Analyst 3 Recruitment and Dis Safety Program Spe Workforce Design S Workforce Manager 1-1-12 \$51,918

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Year 0	Step 1

TITLES AND SALARIES

Grade 15

Accountant 3

Architect 2

Facilities Maintenance Planner

Maintenance and Capital Improvement Planner

\$80,670 \$82,650 \$80,220 \$82,200 \$79,195 \$81,175 \$76,937 \$75,060 \$74,190 \$76,045 \$71,744 \$73,538 \$70,035 \$68,327 \$64,980 \$66,605 \$61,880 \$63,427 \$60,435 \$58,961 \$56,116 \$57,519 \$53,489 \$54,826 1-1-12 1-1-13

Grade 16

Facilities Data Coordinator

Human Resource Consultant Human Resource Information Management Analyst (effective 3/22/13 title changed to PeopleSoft Information Management Analyst) Management Information Systems Analyst/Applications Support

Network Specialist

PeopleSoft Information Management Analyst (effective 3/22/13)

Systems Support Specialist 3

Systems Analyst 2

Fransportation Data Coordinator

Value Analyst 2

\$82,525 \$84,563 \$81,500 \$83,538 \$77,245 \$79,176 \$76,345 \$78,254 \$73,830 \$75,676 \$70,336 \$72,094 \$66,987 \$68,662 \$63,774 \$65,368 \$62,266 \$60,747 \$57,868 \$59,315 \$55,093 \$56,470 1-1-12 1-1-13

\$82,975 \$85,013

Grade 17

Business Operations & Systems Coordinator

Emergency Preparedness Coordinator Operations Performance Enhancement Specialist

\$87,183 \$85,082 \$86,158 \$84,057 \$79,669 \$81,661 \$80,710 \$78,741 \$76,147 \$78,051 \$72,495 \$74,307 \$70,682 \$68,958 \$65,672 \$67,314 \$62,501 \$64,064 \$61,033 \$59,544 \$56,771 \$58,190 1-1-13

\$85,532 \$87,633

	٥	2		\$87,919 \$90,080	\$93,241 \$95,535	\$98,813 \$101,246	\$107,824 \$110,483
	20	12	:	\$87,469 \$89,630			
	15	11	pecialis		\$92,791 \$95,085	\$98,363 \$100,796	\$107,374
	0	10	Systems S	\$86,444 \$88,605	\$91,766 \$94,060	\$97,338 \$99,771	\$106,349 \$109,008
	8	6	Information	\$81,929 \$83,977	\$86,974 \$89,148	\$92,255 \$94,561	\$100,795 \$103,315
	7	80	Soft/ Oracle	\$80,978 \$83,002	\$85,962 \$88,111	\$91,183 \$93,463	\$99,623 \$102,114
LARIES	9	7	d to People	\$78,309	\$83,131 \$85,209	\$88,178	\$96,340 \$98,749
TITLES AND SALARIES	5	9	title change	\$76,557	\$79,155 \$81,134	\$83,994 \$86,094	\$91,808 \$94,103
TITLE	4	5	tive 2/26/13	\$72,849	\$75,379 \$77,263	\$79,938 \$81,936	\$87,346 \$89,530
	3	4	cialist (effec	\$67,716 \$69,409	\$71,803 \$73,598	\$76,143 \$78,047	\$83,187 \$85,267
	2	က	agement Spe Specialist Coordinator Systems Spe Systems Sperint Analyst	\$66,044	\$68,371 \$70,080	\$72,532 \$74,345	/ Administra tive 6/19/12) \$79,208 \$81,188
	-	2	ordinator mation Mana lanagement <b>Relations C</b> formation S linator	\$62,938	\$65,126 \$66,754	\$69,066	Developer grator (Effec \$75,488 \$77,375
>	0 0	Step 1	Fund Development Coordinator  Fund Development Coordinator  Human Resource Information Management Specialist (effective 2/26/13 title changed to PeopleSoft/ Oracle Information Systems Specialist)  Information Systems Management Specialist  Marketing and Media Relations Coordinator  PeopleSoft/ Oracle Information Systems Specialist (effective 2/26/13)  Public Relations Coordinator  Senior Budget Analyst  Senior Ombudsperson  Student Information System Support Analyst	\$59,873	ade 20 Architect III Assessment Specialist Mechanical Engineer 3 Systems Analyst 3 -1-12 \$62,025	ade 22 Program Evaluator -1-12 \$65,782 -1-13 \$67,427	<u>ade 25</u> Business Intelligence Developer/ Administrato People Soft Administrator (Effective 6/19/12) -1-12 \$71,913 \$75,488 \$79,208 -1-13 \$73,711 \$77,375 \$81,188
		e de la companya de l	Grade 18 Fund Dev Human R Informatic Marketin PeopleSc Public Re Senior Bu Senior Or Student Ir	1-1-12	Grade 20 Architect III Assessmer Mechanical Systems Au 1-1-12	Grade 22 Program 1-1-12 1-1-13	Grade 25 Business People S 1-1-12

	, .				TITLE	TITLES AND SALARIES	LARIES					
	0 0	~	2	ო	4	5	ဖ	7	œ	σ	ŕ.	CC
	Step 1	2	8	4	22	9	7	. «	σ	5	2 7	5
						and the same of th				2		71
<u>Grade 29</u> Database	ade 29 Database Administrator (Effective 1/8/13)	tor (Effective	÷ 1/8/13)									
1-1-12	\$80,924	\$84,937	\$89,169	\$93,693	\$98,364	\$103,309	\$108,449	\$112.142	\$113.461	\$119,712	\$120 737	\$121 187
1-1-13	\$82,947	\$87,060	\$91,398	\$96,035	\$100,823	\$105,892	\$111,160	\$114,946	\$116,298	\$122,705	\$123,730	\$124,180
Grade 30												
Network/I.	Network/Information Systems Administrator	ystems Admin	nistrator									
1-1-12	\$83,368	\$87,492	\$91,833	\$96,468	\$101,283	\$106,324	\$111,751	\$111,751 \$115,559	\$116.919	\$123.360	\$124.385	\$124 835
1-1-13	\$85,452	\$89,679	\$94,129	\$98,880	\$103,815	\$108,982	\$114,545	\$118 448	\$119.842	\$126,444	\$127.469	\$127,033 \$127,040
Annual salarit	es are based o	n 2,080 hours.	If a contract	work year exc	eeds 2,080 ho	urs, additional	salary will be	based on the c	w	of pay.	60t. 14: *	616,1214

#### **APPENDIX B**

### TITLES AND GRADES PROFESSIONAL EMPLOYEES' ASSOCIATION

<u>Grades</u>	Classified Titles
Grade 7	Accountant 1
Grade 11	Accountant 2
Grade 15	Accountant 3
Grade 11	Architect 1
Grade 15	Architect 2
Grade 20	Architect 3
Grade 25	Business Intelligence Developer/Administrator
Grade 6	Environmental Assistant (Effective 8/21/12)
Grade 5	Graphic Artist 1
Grade 10	Graphic Artist 2
Grade 15	Maintenance and Capital Improvement Planner
Grade 5	Management Assistant 1
Grade 9	Management Assistant 2
Grade 13	Management Assistant 3
Grade 20	Mechanical Engineer 3
Grade 12	Multimedia Specialist
Grade 16	Network Specialist
Grade 12	Nutrition and Custodial Services Purchasing Analyst
Grade 25	PeopleSoft Administrator (Effective 6/19/12)
Grade 3	Public Information Specialist 1
Grade 7	Public Information Specialist 2
Grade 7	Research Analyst 1
Grade 10	Research Analyst 2
Grade 14	Research Analyst 3
Grade 12	Safety Specialist
Grade 9	Security & Emergency Management Department Assistant (effective 1/23/13)
Grade 18	Senior Budget Analyst
Grade 12	Systems Analyst 1
Grade 16	Systems Analyst 2
Grade 20	Systems Analyst 3 Training Specialist
Grade 10	Training Specialist Value Analyst 1
Grade 12	Value Analyst 1 Value Analyst 2
Grade 16	value Allalyst 2

#### Appendix B (continued)

### TITLES AND GRADES PROFESSIONAL EMPLOYEES' ASSOCIATION

<u>Grades</u>	<u>Unclassified Titles</u>
Grade 9	Accountability Assistant
Grade 20	Assessment Specialist
Grade 12	Benefits Specialist 2
Grade 17	Business Operations and Systems Coordinator
Grade 12	Communications Specialist
Grade 10	Contract Coordinator
Grade 29	Database Administrator (Grade changed from 35 effective 1/8/13)
Grade 17	Emergency Preparedness Coordinator
Grade 10	Energy Efficiency Coordinator
Grade 11	Energy & Sustainability Coordinator
Grade 16	Facilities Data Coordinator
Grade 9	Facilities Department Assistant
Grade 15	Facilities Maintenance Planner
Grade 3	Fund Development Assistant
Grade 18	Fund Development Coordinator
Grade 13	Fund Development Specialist
Grade 10	Furniture and Move Coordinator
Grade 16	Human Resource Consultant
Grade 10	Human Resource Coordinator
Grade 16	Human Resource Information Management Analyst (effective 3/22/13 title
	changed to PeopleSoft Information Management Analyst)
Grade 18	Human Resource Information Management Systems Specialist (effective 2/26/13
<b>.</b>	title changed to PeopleSoft/ Oracle Information Systems Specialist)
Grade 12	Human Rights Investigator
Grade 14	Human Resource Specialist
Grade 18	Marketing and Media Relations Coordinator
Grade 13	Marketing Communications Senior Associate
Grade 16	MIS Analyst/Application Support
Grade 12	Communications Specialist
Grade 30	Network/Information Systems Administrator
Grade 9	Nutrition Specialist
Grade 14	Ombudsperson
Grade 17	Operations Performance Enhancement Specialist
Grade 16	PeopleSoft Information Management Analyst (effective 3/22/13)
Grade 18 Grade 22	PeopleSoft/ Oracle Information Systems Specialist (effective 2/26/13)
	Program Evaluator Public Relations Coordinator
Grade 18 Grade 14	
Grade 14	Recruitment and Diversity Specialist Safety Program Specialist
Grade 14 Grade 10	, ,
Grade 13	Security and Emergency Management Project Coordinator
Grade 18	Senior Marketing and Development Specialist
Grade 18	Senior Ombudsperson Student Information System Support Analyst
Grade 10	Student Information System Support Specialist
Grade 16	Systems Support Specialist 3
Grade 5	Technical Training Assistant
Grade 12	Technology Construction Project Coordinator
Grade 16	Transportation Data Coordinator

#### Appendix B (continued)

### TITLES AND GRADES PROFESSIONAL EMPLOYEES' ASSOCIATION

<u>Grades</u>	<u>Unclassified Titles</u>
Grade 14 Grade 8 Grade 12 Grade 14	Workforce Design Specialist Workforce Management Specialist 1 Workforce Management Specialist 2 Workforce Management Specialist 3

**APPENDIX C** 

### STANDARD RANGES, January 1, 2012 PROFESSIONAL EMPLOYEES' ASSOCIATION

	Years	Start	1	2	3	4	5	6	7	8	9	15	20
	Step	1	2	3	4	5	6	7	8	9	10	15	20
	Grade 1	35,391	37,105	38,967	40,975	42,942	45,179	47,373	48,986	49,563	52,293	53,318	53,768
	2	36,449	38,236	40,171	42,140	44,294	46,521	48,854	50,518	51,113	53,928	54,953	55,403
	3	37,507	39,403	41,338	43,456	45,607	47,933	50,259	51,972	52,583	55,478	56,503	56,953
	4	38,638	40,534	42,617	44,766	46,993	49,308	51,814	53,579	54,210	57,197	58,222	58,672
	5	39,769	41,847	43,892	46,079	48,343	50,799	53,296	55,110	55,759	58,828	59,853	60,303
	6	41,010	43,089	45,241	47,468	49,802	52,362	54,926	56,797	57,465	60,631	61,656	62,106
	7	42,250	44,329	46,591	48,928	51,335	53,924	56,598	58,525	59,213	62,476	63,501	63,951
	8	43,526	45,679	47,905	50,350	52,864	55,562	58,305	60,291	61,001	64,362	65,387	65,837
	9	44,805	47,031	49,400	51,883	54,473	57,162	60,012	62,057	62,788	66,247	67,272	67,722
	10	46,079	48,415	50,859	53,414	56,042	58,911	61,873	63,981	64,733	68,300	69,325	69,775
	11	47,539	49,911	52,392	55,058	57,756	60,547	63,735	65,907	66,681	70,353	71,378	71,828
	12	48,963	51,373	53,962	56,661	59,471	62,558	65,633	67,867	68,667	72,449	73,474	73,924
	13	50,425	52,977	55,530	58,341	61,331	64,381	67,529	69,829	70,653	74,543	75,568	76,018
	14	51,918	54,510	57,281	60,091	63,120	66,280	69,618	71,990	72,838	76,849	77,874 80,220	78,324 80,670
	15	53,489	56,116	58,961	61,880	64,980	68,327	71,744	74,190	75,060 77,245	79,195 81,500	82,525	82,975
	16	55,093 56,771	57,868 59,544	60,747 62,501	63,774 65,672	66,987 68,958	70,336 72,495	73,830 76,147	76,345 78,741	79,669	84,057	85,082	85,532
	17 18	58,413	61,403	64,433	67,716	71,072	74,690	78,309	80,978	81,929	86,444	87,469	87,919
	19	60,163	63,192	66,365	69,688	73,225	76,811	80,701	83,451	84,431	89,081	90,106	90,556
	20	62,025	65,126	68,371	71,803	75,379	79,155	83,131	85,962	86,974	91,766	92,791	93,241
1	21	63,850	67,061	70,418	73,993	77,604	81,536	85,635	88,553	89,594	94,531	95,556	96,006
ŝ	22	65,782	69,066	72,532	76,143	79,938	83,994	88,178	91,183	92,255	97,338	98,363	98,813
	23	67,800	71,147	74,661	78,480	82,347	86,563	90,875	93,970	95,076	100,313	101,338	101,788
	24	69,762	73,299	76,947	80,778	84,867	89,092	93,495	96,680	97,816	103,205	104,230	104,680
	25	71,913	75,488	79,208	83,187	87,346	91,808	96,340	99,623	100,795	106,349	107,374	107,824
	26	74,100	77,677	81,655	85,740	90,007	94,562	99,225	102,606	103,813	109,532	110,557	111,007
	27	76,253	80,084	84,061	88,293	92,707	97,353	102,224	105,708	106,950	112,840	113,865	114,315
	28	78,552	82,495	86,654	90,885	95,445	100,331	105,299	108,886	110,166	116,237	117,262	117,712
	29	80,924	84,937	89,169	93,693	98,364	103,309	108,449	112,142	113,461	119,712	120,737	121,187
	30	83,368	87,492	91,833	96,468	101,283	106,324	111,751	115,559	116,919	123,360	124,385	124,835
	31	85,850	90,155	94,642	99,350	104,311	109,598	115,038	118,957	120,356	126,986	128,011	128,461
	32	88,368	92,855	97,488	102,378	107,450	112,911	118,470	122,508	123,949	130,777	131,802	132,252
	33	91,030	95,627	100,407	105,478	110,697	116,297	122,076	126,235	127,721	134,755	135,780	136,230
	34	93,768	98,509	103,433	108,582	114,016	119,759	125,797	130,083	131,614	138,863	139,888	140,338
	35	96,612	101,502	106,500	111,829	117,410	123,406	129,518	133,928	135,505	142,970	143,995	144,445
	36	99,496	104,458	109,711	115,221	120,948	127,052	133,349	137,894	139,514	147,201	148,226	148,676
	37	102,487	107,594	112,958	118,649	124,561	130,886	137,373	142,054	143,726	151,643	152,668	153,118
	38	105,589	110,843	116,388	122,190	128,319	134,828	141,473	146,292	148,016	156,166	157,191	157,641
	39	108,731	114,162	119,855	125,910	132,185	138,811	145,764	150,728	152,502	160,903	161,928	162,378
	40	112,011	117,630	123,503	129,595	136,162	143,280	150,130 154,571	155,243	157,069 161,716	165,723	166,748 171,649	167,198
	41	115,330	121,129	127,149	133,497	140,176 144,370	147,520 151,947	154,571	159,836 164,663	166,603	170,624 175,778	171,649	172,099 177,253
	42	118,832	124,706 128,501	130,945	137,477 141,635	144,370	151,947	164,022	169,610	171,605	181,058	182,083	182,533
	43	122,337 126,019	132,331	134,887 138,972	141,635	153,202	161,214	168,956	174,711	171,003	186,505	187,530	187,980
	44 45	129,852	136,307	143,095	150,234	153,202	166,015	174,006	179,933	182,050	192,077	193,102	193,552
	45	129,002	130,307	143,093	100,204	101,102	100,013	174,000	110,000	102,000	132,011	190,102	190,002

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

#### STANDARD RANGES, JANUARY 1, 2013 PROFESSIONAL EMPLOYEES ASSOCIATON

Years	Start	1	2	3	4	5	6	7	8	9	15	20
Step	1	2	3	4	5	6	7	8	9	10	15	20
Grade 1	36,276	38,033	39,941	41,999	44,016	46,308	48,557	50,211	50,802	53,600	54,625	55,075
2	37,360	39,192	41,175	43,194	45,401	47,684	50,075	51,781	52,391	55,276	56,301	56,751
3	38,445	40,388	42,371	44,542	46,747	49,131	51,515	53,271	53,898	56,865	57,890	58,340
4	39,604	41,547	43,682	45,885	48,168	50,541	53,109	54,918	55,565	58,627	59,652	60,102
5	40,763	42,893	44,989	47,231	49,552	52,069	54,628	56,488	57,153	60,299	61,324	61,774
6	42,035	44,166	46,372	48,655	51,047	53,671	56,299	58,217	58,902	62,147	63,172	63,622
7	43,306	45,437	47,756	50,151	52,618	55,272	58,013	59,988	60,693	64,038	65,063	65,513
8	44,614	46,821	49,103	51,609	54,186	56,951	59,763	61,798	62,526	65,971	66,996	67,446
9	45,925	48,207	50,635	53,180	55,835	58,591	61,512	63,608	64,358	67,903	68,928	69,378
10	47,231	49,625	52,130	54,749	57,443	60,384	63,420	65,581	66,351	70,008	71,033	71,483
11	48,727	51,159	53,702	56,434	59,200	62,061	65,328	67,555	68,348	72,112	73,137	73,587
12	50,187	52,657	55,311	58,078	60,958	64,122	67,274	69,564	70,384	74,260	75,285	75,735
13	51,686	54,301	56,918	59,800	62,864	65,991	69,217	71,575	72,419	76,407	77,432	77,882
14	53,216	55,873	58,713	61,593	64,698	67,937	71,358	73,790	74,659	78,770	79,795	80,245
15	54,826	57,519	60,435	63,427	66,605	70,035	73,538	76,045	76,937	81,175	82,200	82,650
16	56,470	59,315	62,266	65,368	68,662	72,094	75,676	78,254	79,176	83,538	84,563	85,013
17	58,190	61,033	64,064	67,314	70,682	74,307	78,051	80,710	81,661	86,158	87,183	87,633
18	59,873	62,938	66,044	69,409	72,849	76,557	80,267	83,002	83,977	88,605	89,630	90,080
19	61,667	64,772	68,024	71,430	75,056	78,731	82,719	85,537	86,542	91,308	92,333	92,783
20	63,576	66,754	70,080	73,598	77,263	81,134	85,209	88,111	89,148	94,060	95,085	95,535
21	65,446	68,738	72,178	75,843	79,544	83,574	87,776	90,767	91,834	96,894	97,919	98,369
22	67,427	70,793	74,345	78,047	81,936	86,094	90,382	93,463	94,561	99,771	100,796	101,246
23	69,495	72,926	76,528	80,442	84,406	88,727	93,147	96,319	97,453	102,821	103,846	104,296
24	71,506	75,131	78,871	82,797	86,989	91,319	95,832	99,097	100,261	105,785	106,810	107,260
25	73,711	77,375	81,188	85,267	89,530	94,103	98,749	102,114	103,315	109,008	110,033	110,483
26	75,953	79,619	83,696	87,884	92,257	96,926	101,706	105,171	106,408	112,270	113,295 116,686	113,745 117,136
27	78,159	82,086	86,163	90,500	95,025	99,787	104,780	108,351	109,624 112,920	115,661 119,143	120,168	120,618
28	80,516	84,557	88,820	93,157	97,831	102,839	107,931	111,608	116,298	122,705	123,730	124,180
29	82,947	87,060	91,398	96,035	100,823	105,892	111,160	114,946	119,842	126,444	127,469	127,100
30	85,452	89,679	94,129	98,880	103,815	108,982 112,338	114,545 117,914	118,448 121,931	123,365	130,161	131,186	131,636
31	87,996	92,409	97,008	101,834 104,937	106,919 110,136	115,734	121,432	125,571	127,048	134,046	135,071	135,521
32	90,577	95,176 98,018	99,925 102,917	104,937	113,464	119,204	125,128	129,391	130,914	138,124	139,149	139,599
33	93,306	100,972	106,019	111,297	116,866	122,753	128,942	133,335	134,904	142,335	143,360	143,810
34	96,112 99,027	100,972	109,163	114,625	120,345	126,491	132,756	137,276	138,893	146,544	147,569	148,019
35	101,983	107,069	112,454	118,102	123,972	130,228	136,683	141,341	143,002	150,881	151,906	152,356
36 37	101,983	110,284	115,782	121,615	127,675	134,158	140,807	145,605	147,319	155,434	156,459	156,909
37 38	108,229	113,614	119,298	125,245	131,527	138,199	145,010	149,949	151,716	160,070	161,095	161,545
	111,449	117,016	122,851	129,058	135,490	142,281	149,408	154,496	156,315	164,926	165,951	166,401
39 40	114,811	120,571	126,591	132,835	139,566	146,862	153,883	159,124	160,996	169,866	170,891	171,341
41	118,213	124,157	130,328	136,834	143,680	151,208	158,435	163,832	165,759	174,890	175,915	176,365
42	121,803	127,824	134,219	140,914	147,979	155,746	163,220	168,780	170,768	180,172	181,197	181,647
43	125,395	131,714	138,259	145,176	152,470	160,439	168,123	173,850	175,895	185,584	186,609	187,059
44	129,169	135,639	142,446	149,591	157,032	165,244	173,180	179,079	181,186	191,168	192,193	192,643
45	133,098	139,715	146,672	153,990	161,706	170,165	178,356	184,431	186,601	196,879	197,904	198,354
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Annual salaries are based on 2,080 hours. If a contract work year exceeds 2,080 hours, additional salary will be paid based on the daily/hourly rate of pay.

#### ADDITIONAL INFORMATION

(Not a Part of the Negotiated Agreement)

#### LABOR MANAGEMENT COOPERATION

The District and Association agree that it is in the best interest of professional employees and the school district to meet and discuss areas of concern or ideas for ways to improve what we are already doing. Therefore, the Association and the District will work together, during the term of the 2012-2013 labor agreement, on a forum for these discussions. These discussions are intended to address issues quickly by bringing people relevant to the discussion together in a forum to talk. Either the Association or the District can initiate these discussions. Both parties understand that to limit disruptions at the various work sites, participation in these discussions should be limited to small groups of people. This forum does not replace negotiations of contractual issues.

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