2018 - 2020

AGREEMENT

BETWEEN

SAINT PAUL PUBLIC SCHOOLS

INDEPENDENT SCHOOL DISTRICT NO. 625

AND

MINNESOTA SCHOOL EMPLOYEES ASSOCIATION

Representing
Classified Confidential
Employees Association

July 1, 2018 through June 30, 2020

Saint Paul
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SAINT PAUL PUBLIC SCHOOLS
Independent School District No. 625

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PREAMBLE

This Agreement entered into by Independent School District No. 625, hereinafter referred to as the Employer, and the Minnesota School Employees Association, hereinafter referred to as MSEA, representing the Saint Paul Public Schools Classified Confidential Employees Association, hereinafter referred to as the Association, has as its purpose the promotion of harmonious relations between the Employer and the MSEA, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 1. RECOGNITION

1.1 The Employer recognizes the MSEA as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all of its employees as outlined in the certification by the State of Minnesota Bureau of Mediation Services, dated January 27, 1993, in Case No. 93-PTR-1061, and set forth in Section 1.2 below.

1.2 The bargaining unit covered by this Agreement shall consist of the following:

> All classified confidential employees of Independent School District No. 625, Saint Paul, Minnesota, who are employed by Independent School District No. 625, Saint Paul, Minnesota, and who are public employees within the meaning of Minnesota Statute § 179A.03, Subd. 14.

Any titles designated as Civil Service unclassified are not covered by the provisions of Civil Service Rules or any related rules covering employment in classified service positions. The terms and conditions of employment for any titles designated as Civil Service unclassified are defined within this labor agreement, notwithstanding Article 3: Maintenance of Standards, which does not apply to titles so designated.

1.3 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 MSEA and, upon notification by the MSEA, the Employer shall check off said fee from the earnings of the employee and transmit the same to the MSEA. In no instance shall the required contribution exceed a pro rata share of the specific expenses incurred for services rendered by the representative in relationship to negotiations and administration of grievance procedures. This provision shall remain operative only so long as specifically provided by Minnesota law, and as otherwise legal.

1.4 The MSEA 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, Section 1.3.

ARTICLE 2. CHECK OFF

2.1 The Employer agrees to deduct the MSEA 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 MSEA and the aggregate deductions of all employees shall be remitted together with an itemized statement to the representative by the first of the succeeding month after such deductions are made or as soon thereafter as is possible.

2.2 The MSEA agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 2. CHECK OFF (continued)

2.3 Payroll Deductions. Pursuant to Minn. Stat. §179A.06, the Employer will deduct from the regular payroll: Association dues for those employees in the bargaining unit who are members of the Association and who have requested in writing to have their regular Association dues paid by payroll deduction; and, for employees in the bargaining unit who have not requested to have Association dues deducted, the fair share fee in the amount certified in writing to the Employer by the Association.

2.4 Remission of Withheld Funds. The aggregate of funds deducted and withheld from all employees in the bargaining unit shall be remitted by the Employer together with an itemized statement to the Minnesota School Employees Association no later than fourteen (14) days following the end of each payroll period.

2.5 MSEA Lists. The Employer shall report to the Association the information on all employees including additions, deletions, and status changes within the bargaining unit. The report shall be made on a bi-weekly payroll period basis and shall be transmitted no later than one (1) week following the end of each payroll period.

ARTICLE 3. MAINTENANCE OF STANDARDS

3.1 The parties agree that all conditions of employment relating to wages, hours of work, overtime differentials, vacations, and all other general working conditions shall be maintained at not less than the highest minimum standard set forth in the Civil Service Rules of the City of Saint Paul 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 Notwithstanding Article 3.1 above, Civil Service Rule 8.A.3 and Civil Service Rule 14 relating to promotion rights shall not apply to classifications represented by this bargaining unit.

ARTICLE 4. MANAGEMENT RIGHTS

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

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

ARTICLE 5. HOURS OF WORK

5.1 The normal workday shall be eight and one-half (8.5) hours in duration, eight (8) of which are paid. Each normal workday shall include two (2) paid fifteen (15) minute rest breaks. In addition, a forty-five (45) minute, duty-free lunch shall be provided. Fifteen (15) minutes of the duty-free lunch is paid and the remaining thirty (30) minutes is unpaid.

The following is an example of a normal workday schedule; <u>however, individual schedules may vary</u>:

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

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

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

5.4 Overtime is to be paid at the rate of one and one-half (1.5) times the employee's normal hourly rate for all hours on the payroll worked in excess of eight (8) hours per day or forty (40) hours per week.

ARTICLE 5. HOURS OF WORK (continued)

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

5.6 Employees in this bargaining unit working under a title listed under the heading "Clerical and Technical Group" in Appendix B shall be recompensed for work done in excess of the normal hours established above in this Article 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 overtime rate of one and one-half shall be computed on the basis of l/80th of the biweekly rate.

5.7 Employees working in a title listed under the heading "Professional Group" in Appendix B who work more than seven and three-fourths (7-3/4) hours in any twenty-four 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 5.8 below.

5.8 It is understood by the parties that Civil Service Rule, Section 28.H - Overtime of Resolution No. 3250 shall not apply to employees in the bargaining unit working under a title listed under the heading "Professional Group" in Appendix B. In unusual circumstances, a department head may grant these 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.

5.9 Normal work schedules showing the employee's shift, workdays, and hours shall be posted on all department bulletin boards at all times. It is also understood that deviation from posted work schedules shall be permissible due to emergencies, acts of God, and overtime may be required.

5.10 Call-in Pay. When an employee is called to work, he/she shall receive two (2) hours of pay if not put to work. If the employee is called to work and commences work, he/she shall be guaranteed four (4) hours of pay. These provisions, however, shall not be effective when work is unable to proceed because of adverse weather conditions; nor shall these provisions apply to temporary employees nor to any person whose regularly-scheduled workday is less than four (4) hours.

ARTICLE 6. WORK BREAKS

6.1 Rest Periods. All employees' work schedules shall provide for a fifteen-minute rest period during each one-half shift. The rest period shall be scheduled by management at approximately the middle of each one-half shift whenever it is feasible.

6.2 If an employee is scheduled to work a full half-shift beyond the regular quitting time, the employee shall be entitled to the rest period that occurs during said half-shift.

ARTICLE 7. WAGES

7.1 The wage schedule, for purposes of this contract, shall be Appendices A, B and C attached hereto. Both parties agree that the inclusion of the classifications and salary ranges in Appendix A does not preclude the Employer from the following:

1. Reorganizing;
2. Abolishing classifications;
3. Establishing new classifications;
4. Regrading classifications;
5. Reclassifying positions.

7.2 Both parties also agree that titles and grades in Appendix A refer to employees in the positions at the date of signing of the Agreement. No employee in this bargaining unit shall suffer any reduction in salary because of a regrading or reclassification during the contract period in which such regrading or reclassification takes place.

7.3 Initial Step Placement. When an employee is regularly appointed into a title covered by this Agreement or moved from one title covered by this Agreement to an appointment in a different title under this Agreement, step placement shall be governed by Civil Service Rules. When circumstances require, the district may allow a new employee to be paid up to step five (5) as indicated on the attached wage schedules (Appendix C).

7.4 Salary Step/Increase Eligibility. Employees must meet the following conditions in order to be eligible for a salary step or, if on the top step, a salary increase:

7.4.1 Employees must have received an overall rating of "Satisfactory" on their most recent performance evaluation to receive any salary step advancement or, if an employee is on an improvement plan, the employee must be on track with the components of the improvement plan.

7.4.1.1 If an employee who is on an improvement plan, is not on track with the requirements of the plan, and is on the top step of the salary schedule, the employee's salary rate will be frozen.

7.4.1.2 Employees who are on an improvement plan and not on track and who lose a step or have their salary rate frozen will have their step/rate increase reinstated if they get on track within twelve (12) months following their step/rate freeze.

7.5 Salary Step Progression. At the beginning of the first full pay period in July, full-time employees will progress one step up to Step 6 (five-year step) provided they were paid a minimum of 1,040 hours on the payroll in the previous year (minimum hours requirement is prorated for part-time employees).

7.5.1 At the beginning of ten (10) calendar years of service in the District, a full-time employee may be granted an increase of one (1) additional salary step on the first pay period in July, not to exceed Step 7.

7.5.2 At the beginning of fifteen (15) calendar years of service in the District, a full-time employee may be granted an increase of one (1) additional salary step on and the first pay period in July, not to exceed Step 8.

7.5.3 At the beginning of twenty (20) calendar years of service in the District, a full-time employee may be granted an increase of one (1) additional salary step on the first pay period in July, not to exceed Step 9.

ARTICLE 7. WAGES (continued)

7.6 Correction of Compensation Errors. Employees should routinely review their bi-weekly pay check and immediately document any errors or inquiries by contacting the District's payroll department. Failure to notify the payroll department in a timely manner, or failure to routinely review the accuracy of his/her bi-weekly compensation may result in lost compensation.

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

7.6.2 Procedure for Addressing Significant Overpayment Errors. In the case of a significant overpayment, deductions from bi-weekly compensation shall be based on a repayment schedule established by the District. The District, at its discretion, may limit the amount of repayment to less than the two-year retroactive period described above. The reduction of a reimbursement period will be based on the nature of the error and whether the employee took reasonable preventative action by routinely reviewing the accuracy of his/her biweekly compensation.

ARTICLE 8. HOLIDAYS

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

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

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

8.2 Eligibility Requirements. To be eligible for holiday pay, employees must have been active on the payroll the day of the holiday.

8.3 Notwithstanding Subd. 8.2, a temporary employee shall be eligible for holiday pay only after such employee has been employed as a temporary employee for sixty-seven (67) consecutive workdays.

8.4 If Martin Luther King Jr. 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.

ARTICLE 9. VACATION

9.1 Each full-time regularly appointed employee working under a title covered by this Agreement shall accumulate vacation credits at the rates shown below for each full hour on the payroll, excluding overtime:

Years of Service	Annual Hours of Vacation Earned Per Hour on Payroll	Annual Hours Earned	Days Earned
1st year through 4th year	.0576	120	15
5th year through 9th year	.0807	168	21
10th year through 15th year	.0846	176	22
16th through 23rd year	.1000	208	26
24th year and thereafter	.1153	240	30

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

Years of service means the number of years since the employee's date of employment.

9.2 An employee may carry over into the next calendar year up to one hundred eighty-four (184) hours of vacation.

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

(a) be required to use the hours of vacation in excess of one hundred eighty-four (184) hours prior to the end of the calendar year; or

(b) be compensated for hours in excess of one hundred eighty-four (184) hours at end of year; or

(c) be provided an exception for additional carryover of vacation by means of approval of his/her department head.

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

9.2.2 For the purpose of this Article, the "vacation year" shall be the calendar year (January 1 through December 31).

9.3 Upon separation from service, if the 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.

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

There shall be no conversion of unused sick leave in any amount at any time to any cash payment other than the above-described conversion to vacation time or severance pay in Article 12.

ARTICLE 10. LEAVES OF ABSENCE

10.1 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:

10.1.1 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.

10.1.2 Family Illness: Employees may use accumulated sick leave for hours off due to illness, injury, sickness or disability of a parent, spouse, persons for which the employee is legally responsible, or a member of his/her household, to make arrangements for the care and management of such sick or disabled persons up to a maximum of eight hours sick leave per incident. Up to one hundred sixty (160) hours of accumulated sick leave may be used in a 12 month period to allow the employee to care for and attend to the illness or injury of his/her adult child, spouse, sibling, parent, grandparent, grandchild, stepparent or member of household, unless otherwise in accordance with Minnesota Statue §181.9413. These hours when used are deducted from sick leave.

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

10.1.4 Personal Leave. This provision is intended to allow time for planned absences. This leave is deducted from sick leave. Employees may take up to two (2) days of personal leave per school year. A day equals the amount of hours an employee is regularly scheduled to work during the leave.

10.1.4.1 Personal Leave shall be granted to an employee upon receipt of request to the supervisor or applicable administrator. Leave request should be provided ten (10) days in advance of the leave date or as soon thereafter as possible.

10.1.4.2 All days of Personal Leave shall be deducted from accumulated sick leave. Unused leave shall not accumulate.

10.1.4.3 The supervisor or applicable administrator will determine approval of personal leave and may choose not to grant approval if the absence of the employee would be detrimental to the department or goals for the department.

10.1.5 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, step-child, parent, step-parent, or regular members of the employee's immediate household.

10.1.5.1 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, step-sister, brother, step-brother grandparent, grandchild, parent-in-law, son-in-law or daughter-in-law.

10.1.5.2 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.

10.1.5.3 A "day" for this purpose shall be equivalent to the regularly assigned workday of the employee.

10.1.5.4 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.

10.1.5 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 M.S. §181.9413.

10.2 Court Duty Leave

10.2.1 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.

10.2.2 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.

10.3 Military Leave

10.3.1 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 M.S. §471.975.

10.3.2 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 10.3 shall conform to M.S., Section 192, as amended from time to time and shall confer no additional benefits other than those granted by said statute.

10.4 Education Leave. Leave with pay may be granted for educational purposes at the option of the Employer.

10.5 Leaves of absence may be requested and are subject to approval of the Director of Human Resources. A list of typical leaves is provided below. This list does not cover all possible reasons.

- Physical or mental incapacity of the employee to perform their work efficiently, where the granting of a leave will permit the employee to receive treatment enabling them to return to School District service;
- Election or appointment of a full-time, paid position in an organization or union whose members consist largely or exclusively of employees of the School District.
- Education or training relating to the employee's regular duties or to prepare the employee for advancement;
- Election of the employee to a School District or City of St. Paul position;
- Appointment of the employee to an unclassified School District or City of St. Paul position;
- Disability or injury received in the performance of duty not due to the negligence of the employee for the period of the employee is receiving compensation payments from the School District for temporary partial disability or temporary total disability;
- Parental leave upon the request of the employee.

10.5.1 For a leave of six (6) months or longer, the employee must provide written notification to the Director of Human Resources, indicating his/her specific intent to conclude the leave and be available to return to active service as of the termination date specified in the leave. This written notification must be received by the Director of Human Resources no later than two (2) months prior to the originally-scheduled date of the leave termination.

10.5.2 Employees returning from leave will be placed in the next available vacancy in their job title.

10.5.3 Employees who return to service under the provisions of this Section will retain their former seniority.

10.6 Parental Leave

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

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

10.6.3 In the case of adoption, the employee shall submit a written application to the Director of Human Resources, of Independent School District No. 625 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.

10.6.4 When an employee is returning from parental leave extending over a period of six (6) calendar months or less, the employee shall be placed, at the beginning of the first pay period following the scheduled date of return, in the same position held prior to the leave or, if necessary, in an equivalent position.

10.6.5 When an employee has requested and been granted leave for a period longer than six (6) calendar months, but no more than twelve (12) calendar months, the employee will be placed in an equivalent position after the scheduled date of return as soon as an equivalent vacancy becomes available. For purposes of this provision, an equivalent vacancy is a position in the same title which exists, has no incumbent, which is to be filled, and for which no other person has rights.

10.7 Family Medical Leave. Effective February 1, 1994, leaves of absence shall be granted as required under the federal law known as the Family and Medical Leave Act (FMLA) so long as it remains in force. The Human Resource Department provides procedures which coordinate contractual provisions with FMLA.

10.8 School Activities Leave Without Pay. An employee may request and be granted up to sixteen (16) hours of unpaid leave per calendar year for school activities of his/her own child, pursuant to M.S. § 181.9412 rules, so long as the Statute so provides.

10.9 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.

ARTICLE 10. LEAVES OF ABSENCE (continued)

10.10 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 in the employee's school and/or community which causes the closure of the school district or the employee's school.

ARTICLE 11. INSURANCE BENEFITS

SECTION 1. ACTIVE EMPLOYEE HEALTH INSURANCE

1.1 The Employer will continue for the period of this Agreement to provide for active employees such health and life insurance benefits as are provided by Employer at the time of execution of this Agreement.

1.2 Eligibility Waiting Period. Employees shall be eligible on the first day of the month following 30 days of continuous regularly appointed service in Independent School District No. 625 to receive the District contribution to premium cost for health and life insurance provided herein.

1.3 Full-Time Status. For the purpose of this Article, full-time employment is defined as appearing on the payroll at least thirty-two (32) hours per week or at least sixty-four (64) hours per pay period, excluding overtime hours.

1.4 Half-Time Status. For the purpose of this Article, half-time employment is defined as appearing on the payroll at least twenty (20) hours but less than thirty-two (32) hours per week or at least forty (40) hours but less than sixty-four (64) hours per pay period, excluding overtime hours.

1.5 Employer Contribution Amount--Full-Time Employees. 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 **$670** 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 **$1,285** per month, whichever is less.

1.5.1 Effective **January 1, 2020**, 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 **$700** 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 **$1,350** per month, whichever is less.

1.6 Employer Contribution Amount: Married Couples. Full-time 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 $150 per month toward their spouse's family premium. The combination of District contributions cannot exceed the full cost of family coverage and cannot be applied in cases where the spouse is receiving health insurance through the District's cafeteria benefits plan.

1.6.1 Effective January 1, 2001, employees who work a minimum of twenty (20) hours per week, but less than forty (40) hours, 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 $75 per month toward their spouse's family premium. The combination of District contributions cannot exceed the full cost of family coverage and cannot be applied in cases where the spouse is receiving health insurance through the District's cafeteria benefits plan.

1.7 Employer Contribution Amount--Half-Time Employees. For each eligible employee covered by this Agreement who is employed half time, the Employer agrees to contribute fifty percent (50%) of the amount contributed for full-time employees selecting employee coverage; or for each half-time employee who selects family insurance coverage, the Employer will contribute fifty percent (50%) of the amount contributed for full-time employees selecting family coverage in the same insurance plan.

1.8 Life Insurance. For each eligible employee, the Employer agrees to provide $50,000 life insurance coverage. This amount shall drop to $5,000 of coverage (in the event of early retirement) until the retiree reaches age sixty-five (65); then all Employer coverage shall terminate.

1.9 Dental Insurance. The Employer will contribute for each eligible employee covered by this Agreement who is employed full-time toward participation in a dental care plan offered by the Employer up to $40 per month for single coverage.

1.9.1 Employees who wish to enroll in family dental coverage may do so and pay the difference between the cost of family coverage and the Employer contribution of $40.

1.10 Long-Term Disability Insurance. The Employer shall provide long-term disability insurance for each eligible employee covered by this Agreement who is employed a minimum of twenty (20) hours per week.

1.11 Flexible Spending Account. It is the intent of the Employer to maintain during the term of this Agreement a plan for medical and child care expense accounts to be available to employees in this bargaining unit who are eligible for Employer-paid premium contribution for health insurance for such expenses, within the established legal regulations and IRS requirements for such accounts.

1.12 The contributions indicated in this Article 11 shall be paid to the Employer's group health and welfare plan.

1.13 Any cost of any premium for any Employer-offered employee or family insurance coverage in excess of the dollar amounts stated in this Article 11 shall be paid by the employee through payroll deduction.

ARTICLE 11. INSURANCE (continued)

SECTION 2. RETIREMENT HEALTH INSURANCE

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

1.1 Employees hired into District service before January 1, 1994, must have completed the following service eligibility requirements with Independent School District No. 625 prior to retirement in order to be eligible for any payment of any insurance premium contribution by the District after retirement:

A. Be eligible to receive pension benefits from PERA, St. Paul Teachers Retirement Association or other public employee retiree program at the time of retirement and have severed the employment relationship with Independent School District 625;

B. Must be at least fifty-five (55) years of age and have completed twenty-five (25) years of service **in a benefit eligible position,** or;

C. The combination of their age and their years of service **in a benefit eligible position** must equal eighty-five (85) or more, or;

D. Must have completed at least thirty (30) years of service, **in a benefit eligible position** or;

E. Must have completed at least twenty (20) consecutive years of service **in a benefit eligible position** within Independent School District No. 625 immediately preceding retirement.

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

1.2 Employees hired into District service after January 1, 1994, must have completed twenty (20) years of service **in a benefit eligible position** with Independent School District No. 625. Time with the City of Saint Paul will not be counted toward this twenty (20) year requirement.

1.3 Eligibility Requirements For All Retirees

A. A retiree may not carry his/her spouse as a dependent if such spouse is also an Independent School District No. 625 retiree or Independent School District No. 625 employee and eligible for and is enrolled in the Independent School District No. 625 health insurance program, or in any other Employer-paid health insurance program.

B. Additional dependents beyond those designated to the District at the time of retirement may not be added at District expense after retirement.

C. The employee must make application through District procedures prior to the date of retirement in order to be eligible for any benefits provided in this Section.

D. Employees terminated for cause will not be eligible for Employer contributions toward insurance premiums for either pre-age 65 or post-age 65 coverage.

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

2.1.1 The District contribution toward health insurance premiums will equal the same dollar amount the District contributed for single or family coverage to the carrier in the employee's last month of active employment.

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

2.1.3 Any employee who is receiving family coverage premium contribution at date of retirement and later changes to single coverage will receive the dollar contribution to single coverage that was provided in the contract under which the retirement became effective.

2.2 Life Insurance Employer Contribution

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

Subd. 3. Benefit Eligibility for Employees After Age 65

3.1 Employees hired into the District before January 1, 1994 **in a benefit eligible position**, who retired before age 65 and are receiving benefits per Subd. 2 above are eligible, upon reaching age 65, for Employer premium contributions for health insurance described in Subd. 4 of this Article.

3.2 Employees hired into the District before January 1, 1994 **in a benefit eligible position**, who retire at age 65 or older must have completed the eligibility requirements in Subd. 1 above or the following eligibility requirements to receive District contributions toward post-age-65 health insurance premiums:

A. Employees hired before June 8, 1988, must have completed at least eight (8) years of continuous employment with the District. For such employees or early retirees who have not completed at least eight (8) years of service with the District at the time of their retirement, the Employer will discontinue providing any health insurance contributions upon their retirement or, in the case of early retirees, upon their reaching age 65.

B. Employees hired on or after June 8, 1988 and prior to January 1, 1990, must have completed ten (10) years of continuous employment with the District. For such employees or early retirees who have not completed at least ten (10) years of service with the District at the time of their retirement, the Employer will discontinue providing any health insurance contributions upon their retirement or, in the case of early retirees, upon their reaching age 65.

C. Employees hired on or after January 1, 1990, must have completed twenty (20) years of continuous employment with the District. For such employees or early retirees who have not completed at least twenty (20) years of service with the District at the time of their retirement, the Employer will discontinue providing any health insurance contributions upon their retirement or, in the case of early retirees, upon their reaching age 65.

Years of certified civil service time with the City of Saint Paul earned prior to February 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, 1994, will be considered a break in District employment.

3.3 Employees hired on or after January 1, 1994, and all employees in the Professional Group (see Appendix B) 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, 1994, shall be eligible for only early retirement insurance premium contributions as provided in Subd. 2 and Deferred Compensation match in Subd. 5.

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

4.1 Employees hired into the District before January 1, 1994, and who meet the eligibility requirements in Subd. 3.1 or 3.2 of this Article are eligible for premium contributions for a Medicare Supplement health coverage policy selected by the District. Premium contributions for such policy will not exceed:

Coverage Type	Single	Family
Medicare Eligible	$300 per month	$400 per month
Non-Medicare Eligible	$400 per month	$500 per month

At no time shall any payment in any amount be made directly to the retiree.
Any premium cost in excess of the maximum contributions specified must be paid directly and in full by the retiree, or coverage will be discontinued.

Subd. 5. Employees hired after July 1, 1994, 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. Effective July 1, 2015 the District match will increase to 1,200 per year. Part-time employees working half-time or more will be eligible for up to one half (50%) of the available District match.

5.1 Employees hired in the District on or after January 1, 2014, shall be eligible for $200 per year employer match in addition to the match amount provided in this section for employees hired after July 1, 1994.

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

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

ARTICLE 12. SEVERANCE PAY

12.1 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. **During layoffs see Article 18.5.**

12.2 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:

12.2.1 The employee must be eligible upon separation of service to receive pension benefits under provisions of the St. Paul Teachers Retirement Fund, the Public Employee's Retirement Association of Minnesota (PERA) or other public employee pension program.

12.2.2 The employee must be voluntarily separated from School District employment or have been subject to separation by layoff or compulsory retirement. Those employees who are discharged for cause, misconduct, inefficiency, incompetence or any other disciplinary reason are not eligible for this severance pay program.

12.3 Effective July 1, 2015, 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 12.2 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 $130 for each day of accrued, unused sick leave, up to 180 days.

12.3.1 Effective July 1, 2015, if an employee notifies the Human Resource Department in less than three (3) months in advance of the date of retirement and requests severance pay and if the employee meets the eligibility requirement set forth above, he or she will receive a District contribution to the School District No. 625 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation Pay in an amount equal to $100 pay for each day of accrued, unused sick leave up to 212 days.

12.3.2 Effective July 1, 2015, if exigent circumstances exist, such as a sudden illness/injury of the employee or immediate family member necessitating immediate retirement, and if the employee meets the eligibility requirements set forth above, he or she will receive a District contribution to the School District No. 625 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation Pay in an amount equal to $130 pay for each day of accrued, unused sick leave up to 180 days.

12.4 The maximum amount of severance pay that any employee may obtain through this 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation Pay is $22,500. Effective July 1, 2015, the maximum amount of severance pay that any employee may obtain through this 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation Pay is $23,400.

12.5 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.

12.6 For the purpose of this 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation Pay, a transfer from Independent School District No. 625 employment to City of Saint Paul employment is not considered a separation of employment, and such transferee shall not be eligible for this plan.

ARTICLE 13. LEGAL SERVICES

13.1 Except in cases of malfeasance in office or willful or wanton neglect of duty, the Employer shall defend save harmless and indemnify employee against tort claim or demand whether groundless or otherwise arising out of alleged acts or omission occurring in the performance or scope of the employee duties.

13.2 Notwithstanding 13.1, 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 14. PROBATION

14.1 General Principles. For the purpose of this Article six (6) months shall mean six (6) full-time equivalent months (1,040 hours on the payroll). The calculation for time on probation will exclude any unpaid breaks not worked by the employee. Extended absences of any kind (paid or unpaid) lasting one week or more in duration may be excluded when calculating time toward the completion of any probationary period.

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

14.2 Original Employment Probation. A new employee shall serve a six (6) month probationary period, as defined in 14.1, above, following regular appointment from an eligible list 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.

14.3 Promotional Probation. An employee newly promoted to a position covered by this Agreement shall remain on promotional probation for a period of six (6) months. 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 could have been transferred or assigned prior to the promotion, at the discretion of the Employer, and without recourse to the grievance procedure.

ARTICLE 15. WORKING OUT OF CLASSIFICATION

15.1 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.

15.2 For the following classifications, the provisions of 15.1 shall not apply to performance of the duties of the next higher classification in the job series:

Clerk I Clerk-Typist I

ARTICLE 16. TEMPORARY EMPLOYEES

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

ARTICLE 17. EMPLOYEE RECORDS

17.1 Any member of the bargaining unit may, during usual working hours, with the approval of the supervisor, review any material placed in the employee's personnel file, after first giving proper notice to the supervisor in custody of such file.

17.2 Any member of the bargaining unit may file a grievance or a discrimination complaint and there shall be no retaliation by the Employer for such action.

ARTICLE 18. SENIORITY

18.1 Seniority for the purpose of this Agreement shall be defined within this Article and all Civil Service Rules and procedures relating to seniority, layoff and recall. Seniority, for the purpose of this Article is defined as the total length of regular continuous and probationary service with the Employer from the date an employee was first appointed to a title covered by this agreement, it being further understood that seniority rights apply only to titles previously held by the employee.

18.2 Employees shall retain their former seniority date in each of their previously held titles.

18.3 Seniority shall terminate when an employee retires, resigns or is discharged.

18.4 Layoffs, Reductions and Recall

18.4.1 In the event it is determined by the Employer that it is necessary to reduce the workforce by eliminating positions, employees will be laid off by the inverse order of seniority within titles as defined above.

18.4.2 In the event it is determined by the Employer that it is necessary to reduce the workforce by reducing hours, employees will be reduced by the inverse order of seniority within titles as defined above.

18.4.3 Employees who have held other titles covered by this agreement will have the right to displace a less senior employee in a previously held title that would keep the employee from being laid off.

18.4.4 The following seniority tie breaker shall apply in instances when employees have identical seniority within the title being reduced: (1) the date the employee was first appointed to a regular position within MSEA bargaining unit. (2) If a seniority tie still exists, then the tie will be broken by using the date the employee was first appointed to any regular title within the Saint Paul Public School System.

18.4.5 Employees identified for layoff shall be placed on a recall list and eligible to be recalled to previously held titles by order of seniority for a period of two (2) years.

18.4.6 In the event an involuntary separation will result in the reduction of staff, the Employer will notify the Union no less than thirty (30) days in advance. During the thirty (30) days the Employer will meet with the Union and discuss possible ways and means to minimize the elimination of positions and avoid layoff of current employees.

18.5 Members of this unit who have at least 10 years of benefit eligible employment immediately prior to involuntarily separation may elect to waive their recall rights and receive a severance payment in Article 12. The severance payment will be processed as a onetime payment to the employee in accordance with normal district payroll practices and not as a payment to the 403b. If the severance benefit is elected, the severance benefit may not be exercised a second time within this collective bargaining agreement under any other circumstances including voluntary separation or retirement.

Selection of this severance payment must be provided by the employee in writing to the employee's supervisor no later than the last day of regular benefit eligible employment.

ARTICLE 19. DISCIPLINE

19.1 The Employer will discipline employees for just cause only. Discipline will be in the form of:

19.1.1 Oral reprimand,
19.1.2 Written reprimand;
19.1.3 Suspension;
19.1.4 Reduction;
19.1.5 Discharge.

19.2 Any written reprimand made concerning any member of this bargaining unit which is filed with the Human Resource Department or within any Employer department, shall be shown to the member before it is placed on file. Before the reprimand is placed on file, the Employer shall request from the employee an acknowledgment, in writing, that the reprimand has been read by said employee.

19.3 Suspensions, reductions, and discharges will be in written form.

19.4 Employees and the MSEA will receive copies of written reprimands and notices of suspension and discharge.

19.5 Employees may examine all information in their Employer personnel files that concerns work evaluations, commendations and/or disciplinary actions. Files may be examined at reasonable times under direct supervision of the Employer.

19.6 Preliminary Review. Prior to issuing a disciplinary action of unpaid suspension, demotion, or discharge, the supervisor will make a recommendation to his/her supervisor regarding proposed discipline. That supervisor shall then provide written notice of the charges to the employee and 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 and/or union will be given the opportunity to respond in writing.

19.7 An employee to be questioned concerning an investigation of disciplinary action shall have the right to request that an MSEA representative be present.

19.8 A grievance relating to this Article shall be processed in accordance with the grievance procedure in Article 20 of this Agreement. This provision is not intended to abrogate rights of veterans pursuant to statute.

ARTICLE 20. GRIEVANCE PROCEDURE

20.1 The Employer shall recognize stewards selected in accordance with MSEA rules and regulations as the grievance representatives of the bargaining unit. The MSEA shall notify the Employer in writing of the names of the stewards and of their successors when so named.

20.2 It is recognized and accepted by the Employer and the MSEA 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 the supervisor to be absent to process a grievance and that such absence would not be detrimental to the work programs of the Employer.

20.3 The procedure established by this Article shall be the sole and exclusive procedure, except for the appeal of disciplinary action as provided by Article 19 for the processing of grievances, which are defined as an alleged violation of the terms and conditions of this Agreement.

20.4 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 MSEA. 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 MSEA within fifteen (15) workdays of the first occurrence of the event giving rise to the grievance shall be considered waived.

Step 2. Within ten (10) workdays after receiving the written grievance, a designated Employer supervisor shall meet with the MSEA 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 MSEA within five (5) workdays following this meeting. The MSEA 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 MSEA within ten (10) workdays following receipt of the Employer's answer shall be considered waived.

Step 3. Within ten (10) workdays following receipt of a grievance referred from Step 2, a designated Employer supervisor shall meet with the MSEA Business Representative or the 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 MSEA, stating the Employer's answer concerning the grievance. If, as a result of the written response, the grievance remains unresolved, the MSEA may refer the grievance to Step 4. Any grievance not referred in writing by the MSEA to Step 4 within ten (10) workdays following receipt of the Employer's answer shall be considered waived.

Step 4. If the grievance remains unresolved, the MSEA may within ten (10) workdays after the response of the Employer in Step 3, by written notice to the Employer request arbitration of the grievance. The arbitration proceedings shall be conducted by an arbitrator to be selected by mutual agreement of the Employer and the MSEA 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 MSEA shall have the right to strike two (2) names from the panel. The MSEA shall strike the first (1st) name; the Employer shall then strike one (1) name. The process will be repeated and the remaining person shall be the arbitrator.

20.5 The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue submitted in writing by the Employer and the MSEA 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 MSEA, and the employees.

20.6 The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the MSEA, 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.

20.7 The time limits in each step of this procedure may be extended by mutual agreement of the Employer and the MSEA.

20.8 It is understood by the MSEA and the Employer that if an issue is determined by this grievance procedure, it shall not again be submitted for determination in another forum. If an issue is determined by any other forum, it shall not again be submitted for arbitration under this grievance procedure. This provision is not intended to abrogate rights secured under state or federal statutes.

20.8.1 Notwithstanding that portion of Article 26.2 referring to laws of the City of Saint Paul, no issue regarding actions taken under this Agreement shall be submitted to the Civil Service Commission, except as permitted in Article 19.8 for persons covered by veterans preference.

ARTICLE 21. MILEAGE

21.1 Mileage Allowance. Employees of the School District, under policy adopted by the Board of Education, may be reimbursed for the use of their automobiles for school business. The mileage allowance for eligible employees shall be established by the Board of Education. The mileage reimbursement rate shall be indexed periodically to reflect the rate established by the Internal Revenue Service.

21.2 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 22. PROFESSIONAL GROWTH

22.1 Professional Growth. Effective July 1, 2012, an amount not to exceed $600 per fiscal year shall be made available for professional growth for each member of the Classified Confidential Employee Association. These funds shall be provided to pay the costs for professional memberships, tuition reimbursement, attendance at conventions, workshops, clinics or other professional meetings. Such memberships shall be in areas of relevance to the responsibilities of the individual and subject to the approval of the District.

22.2 An employee may carry over from one fiscal year to the next the full allowance or part of the fiscal year 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 **$1,500**.

22.3 This professional growth 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 or licensure requirements. Attendance of an employee 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 23. VACANCIES

23.1 The Human Resource Department will post notices of those job vacancies which are to be filled at least five working days before filling the vacancy so that qualified District employees who hold the title may apply for consideration.

23.2 For the purpose of this Article, a vacancy need not be posted if it is to be filled by a current employee to avoid a layoff.

23.3 For the purpose of this Article, a vacancy need not be posted if it is to be filled through reinstatement of a laid-off School District employee covered by this Agreement with recall rights to the vacancy.

23.4 Administrative transfers in the same title will occur occasionally prior to or apart from the posting of vacancies.

ARTICLE 23. VACANCIES (continued)

23.5 Whenever discretionary changes to the duties or changes affecting the grade are made by the Human Resources Director, the effective date of the action shall be preceded by a ten day notice period to the union Business Agent and union local President. Objections to the proposed changes must be made in writing to the employer within the 10 day notification period. The parties shall attempt to resolve the objections within 10 days following the date of notification by the Union. If the parties are unable to arrive at a mutual agreement as to the changes proposed by the employer, the parties agree to mediation by the Bureau of Mediation Services in an attempt to resolve the proposed changes.

ARTICLE 24. NON-DISCRIMINATION

24.1 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 MSEA.

24.2 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 25. NO STRIKE, NO LOCKOUT

25.1 MSEA, the Association, its officers or agents, or any of the employees covered by this Agreement will not engage in, encourage, sanction or support any strike, or the withholding in whole or in part of the full performance of their duties during the life of this Agreement, except as specifically allowed by the Public Employment Labor Relations Act. In the event of a violation of this Article, the Employer will warn employees of the consequences of their action and shall instruct them to immediately return to their normal duties. Any employee who fails to return to his/her full duties within twenty-four (24) hours of such warning may be subject to the penalties provided in the Public Employment Labor Relations Act.

25.2 No lockout, or refusal to allow employees to perform available work, shall be instituted by the Employer and/or its appointing authorities during the life of this Agreement.

ARTICLE 26. BULLETIN BOARDS

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

ARTICLE 27. TERMS OF AGREEMENT

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

27.2 Saving Clause. This Agreement is subject to the laws of the United States, the State of Minnesota, and the City of Saint Paul. In the event any provision of this Agreement shall hold to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions shall continue in full force and effect.

27.3 Term of Agreement. This Agreement shall be in full force and effect from July 1, 2018 through June 30, 2020, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing in accordance with PELRA that it desires to modify or terminate this Agreement.

27.4 This constitutes a tentative Agreement between the parties which will be recommended by the Negotiations/Labor 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 MSEA (Saint Paul Public Schools Classified Confidential Employees Association).

WITNESSES:

INDEPENDENT SCHOOL DISTRICT NO. 625	MINNESOTA SCHOOL EMPLOYEES ASSOCIATION
Chair, Board of Education	Field Director, MSEA
Assistant Director of Employee and Labor Relations	President, Saint Paul Public Schools Classified Confidential Employees Association
2-19-19	2/19/19
Date	Date

APPENDICES A, B AND C

APPENDIX A: TITLES AND SALARIES

APPENDIX B: TITLES AND GRADES

APPENDIX C: STANDARD RANGES

APPENDIX A: TITLES AND SALARIES

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

Step	1	2	3	4	5	6	7	8	9
Yrs of Svc	START	1 Year	2 Year	3 Year	4 Year	5 Year	10 Year	15 Year	20 Year
Grade 7									
Return to Work (Unclassified)									
Trainee (Clerical)									
1-5-19	13.16	14.05	14.57	15.06	15.53	16.91	17.39	18.32	19.46
1-4-20	13.29	14.19	14.72	15.21	15.69	17.08	17.56	18.50	19.65
Grade 9									
Clerk 1 BOE									
1-5-19	13.72	14.70	15.17	15.77	16.22	17.69	18.21	19.15	20.29
1-4-20	13.86	14.85	15.32	15.93	16.38	17.87	18.39	19.34	20.49
Grade 10									
Clerk Typist 1 BOE									
Human Resource Assistant 1 BOE									
1-5-19	14.01	14.94	15.48	15.97	16.46	17.92	18.47	19.41	20.56
1-4-20	14.15	15.09	15.63	16.13	16.62	18.10	18.65	19.60	20.77
Grade 14									
Clerk 2 BOE									
1-5-19	15.17	16.29	16.93	17.54	18.09	19.69	20.28	21.30	22.44
1-4-20	15.32	16.45	17.10	17.72	18.27	19.89	20.48	21.51	22.66
Grade 17									
Clerk Typist 2 BOE									
Human Resource Assistant 2 BOE									
1-5-19	16.18	17.45	18.14	18.92	19.51	21.23	21.89	22.98	24.14
1-4-20	16.34	17.62	18.32	19.11	19.71	21.44	22.11	23.21	24.38
Grade 20									
Clerk 3 BOE									
1-5-19	17.29	18.84	19.65	20.52	21.10	22.99	23.69	24.86	26.02
1-4-20	17.46	19.03	19.85	20.73	21.31	23.22	23.93	25.11	26.28

APPENDIX A: TITLES AND SALARIES

Step	1	2	3	4	5	6	7	8	9
Yrs of Svc	START	1 Year	2 Year	3 Year	4 Year	5 Year	10 Year	15 Year	20 Year
Grade 22									
Clerk Typist 3 BOE									
Human Resource Assistant 3 BOE (unclassified)									
Human Resource Service Associate 1 BOE (unclassified)									
1-5-19	18.14	19.76	20.75	21.65	22.29	24.28	25.00	26.22	27.40
1-4-20	18.32	19.96	20.96	21.87	22.51	24.52	25.25	26.48	27.67
Grade 24									
Benefits Clerk BOE									
1-5-19	19.13	20.85	21.80	22.84	23.50	25.56	26.36	27.60	28.78
1-4-20	19.32	21.06	22.02	23.07	23.74	25.82	26.62	27.88	29.07
Grade 27									
Clerk 4 BOE									
Human Resource Assistant 4 BOE									
Human Resource Service Associate 2 BOE (unclassified)									
1-5-19	20.17	22.08	23.08	24.20	24.91	27.14	27.97	29.29	30.49
1-4-20	20.37	22.30	23.31	24.44	25.16	27.41	28.25	29.58	30.79
Grade 29									
Benefits Technician BOE									
1-5-19	21.23	23.26	24.39	25.48	26.25	28.61	29.46	30.84	32.05
1-4-20	21.44	23.49	24.63	25.73	26.51	28.90	29.75	31.15	32.37
Grade 30									
Assistant Secretary to the Board of Education (unclassified)									
Secretary BOE									
1-5-19	21.86	23.88	25.08	26.21	26.99	29.40	30.29	31.72	32.91
1-4-20	22.08	24.12	25.33	26.47	27.26	29.69	30.59	32.04	33.24

APPENDIX A: TITLES AND SALARIES

Step	1	2	3	4	5	6	7	8	9
Yrs of Svc	START	1 Year	2 Year	3 Year	4 Year	5 Year	10 Year	15 Year	20 Year
Grade 31									
Clerical Supervisor BOE									
Compensation Technician BOE									
Human Resource Service Associate 3 BOE (unclassified)									
Labor Relations Analyst BOE (unclassified)									
1-5-19	22.45	24.53	25.66	26.90	27.71	30.17	31.10	32.55	33.74
1-4-20	22.67	24.78	25.92	27.17	27.99	30.47	31.41	32.88	34.08
Grade 32									
Administrative Secretary BOE									
Employee Relations Assistant (unclassified)									
Secretary to the Board of Education (unclassified)									
Tax Shelter/Budget Technician BOE									
1-5-19	23.06	25.26	26.45	27.68	28.50	31.07	31.98	33.47	34.71
1-4-20	23.29	25.51	26.71	27.96	28.79	31.38	32.30	33.80	35.06
Grade 33									
Benefits Technician 2 BOE									
1-5-19	23.69	25.98	27.18	28.44	29.34	31.91	32.88	34.41	35.64
1-4-20	23.93	26.24	27.45	28.72	29.63	32.23	33.21	34.75	36.00
Grade 34									
Benefits Technician 3 BOE									
1-5-19	24.39	26.70	27.91	29.22	30.11	32.80	33.80	35.34	36.56
1-4-20	24.63	26.97	28.19	29.51	30.41	33.13	34.14	35.69	36.93
Grade 35									
Human Resource Information Management Associate (unclassified)									
1-5-19	25.08	27.43	28.75	30.08	30.97	33.77	34.74	36.37	37.58
1-4-20	25.33	27.70	29.04	30.38	31.28	34.11	35.09	36.73	37.96
Grade 37									
Legal Assistant									
Human Resource Management Assistant (unclassified)									
1-5-19	26.46	29.00	30.35	31.81	32.73	35.69	36.78	38.43	39.65
1-4-20	26.02	28.49	29.85	31.28	32.24	35.09	36.16	37.84	39.07

See Article 7.5 for step progression language.

APPENDIX B

BOARD OF EDUCATION TITLES AND GRADES

CLASSIFIED CONFIDENTIAL EMPLOYEES ASSOCIATION

Clerical and Technical Groups

Grades	Titles
32	Administrative Secretary BOE
30	Assistant Secretary to the Board of Education BOE (unclassified)
24	Benefits Clerk BOE
29	Benefits Technician BOE
33	Benefits Technician 2 BOE
34	Benefits Technician 3 BOE
31	Clerical Supervisor BOE
9	Clerk 1 BOE
14	Clerk 2 BOE
20	Clerk 3 BOE
27	Clerk 4 BOE
10	Clerk Typist 1 BOE
17	Clerk Typist 2 BOE
22	Clerk Typist 3 BOE
31	Compensation Technician BOE
32	Employee Relations Assistant (unclassified)
10	Human Resource Assistant 1 BOE
17	Human Resource Assistant 2 BOE
22	Human Resource Assistant 3 BOE (unclassified)
27	Human Resource Assistant 4 BOE
37	Human Resource Management Assistant (unclassified)
35	Human Resource Information Management Associate (unclassified)
22	Human Resource Service Associate 1 (unclassified)
27	Human Resource Service Associate 2 (unclassified)
31	Human Resource Service Associate 3 (unclassified)
37	Legal Assistant
7	Return to Work (unclassified)
30	Secretary BOE
32	Secretary to the Board of Education (unclassified)
32	Tax Shelter/Budget Technician BOE
7	Trainee (Clerical) BOE

Professional Group

31	Labor Relations Analyst BOE (unclassified)

APPENDIX C

STANDARD RANGES, JANUARY 5, 2019
CLASSIFIED CONFIDENTIAL EMPLOYEES ASSOCIATION

Years of Service	0	1	2	3	4	5	10	15	20
Step	1	2	3	4	5	6	7	8	9
Lane/Grade									
1	11.76	12.52	12.99	13.40	13.80	15.00	15.46	16.26	17.41
2	12.00	12.79	13.16	13.62	14.03	15.28	15.75	16.59	17.72
3	12.28	13.02	13.46	13.93	14.35	15.64	16.11	16.97	18.08
4	12.43	12.60	13.72	14.21	14.61	15.92	16.40	17.27	18.40
5	12.66	13.54	14.01	14.49	14.93	16.23	16.76	17.66	18.78
6	12.92	13.80	14.25	14.74	15.17	16.54	17.03	17.92	19.06
7	13.16	14.05	14.57	15.06	15.53	16.91	17.39	18.32	19.46
8	13.46	14.34	14.86	15.42	15.89	17.30	17.83	18.74	19.88
9	13.72	14.70	15.17	15.77	16.22	17.69	18.21	19.15	20.29
10	14.01	14.94	15.48	15.97	16.46	17.92	18.47	19.41	20.56
11	14.25	15.26	15.79	16.39	16.85	18.35	18.91	19.88	21.01
12	14.57	15.63	16.18	16.79	17.29	18.81	19.40	20.39	21.54
13	14.86	15.95	16.50	17.16	17.68	19.27	19.85	20.84	21.98
14	15.17	16.29	16.93	17.54	18.09	19.69	20.28	21.30	22.44
15	15.48	16.55	17.25	17.97	18.51	20.18	20.76	21.84	22.98
16	15.83	17.05	17.70	18.47	19.01	20.73	21.34	22.45	23.58
17	16.18	17.45	18.14	18.92	19.51	21.23	21.89	22.98	24.14
18	16.50	17.89	18.64	19.42	19.98	21.82	22.47	23.58	24.75
19	16.93	18.27	19.09	19.93	20.55	22.35	23.02	24.16	25.33
20	17.29	18.84	19.65	20.52	21.10	22.99	23.69	24.86	26.02
21	17.70	19.25	20.07	21.00	21.65	23.59	24.28	25.48	26.64
22	18.14	19.76	20.75	21.65	22.29	24.28	25.00	26.22	27.40
23	18.64	20.30	21.19	22.15	22.85	24.88	25.60	26.85	28.02
24	19.13	20.85	21.80	22.84	23.50	25.56	26.36	27.60	28.78
25	19.61	21.39	22.32	23.26	23.96	26.11	26.88	28.18	29.36
26	20.17	21.98	22.99	24.05	24.76	26.95	27.76	29.10	30.28
27	20.17	22.08	23.08	24.20	24.91	27.14	27.97	29.29	30.49
28	20.75	22.57	23.67	24.71	25.46	27.71	28.58	30.01	31.18
29	21.23	23.26	24.39	25.48	26.25	28.61	29.46	30.84	32.05
30	21.86	23.88	25.08	26.21	26.99	29.40	30.29	31.72	32.91
31	22.45	24.53	25.66	26.90	27.71	30.17	31.10	32.55	33.74
32	23.06	25.26	26.45	27.68	28.50	31.07	31.98	33.47	34.71
33	23.69	25.98	27.18	28.44	29.34	31.91	32.88	34.41	35.64
34	24.39	26.70	27.91	29.22	30.11	32.80	33.80	35.34	36.56
35	25.08	27.43	28.75	30.08	30.97	33.77	34.74	36.37	37.58
36	25.76	28.21	29.55	30.97	31.92	34.74	35.80	37.47	38.68
37	26.46	29.00	30.35	31.81	32.73	35.69	36.78	38.43	39.65
38	27.23	29.82	31.26	32.67	33.69	36.65	37.76	39.50	40.74
39	28.01	30.69	32.14	33.66	34.64	37.74	38.88	40.65	41.90
40	28.84	31.55	33.05	34.63	35.68	38.87	40.04	41.85	43.14
41	29.62	32.50	33.97	35.61	36.68	39.94	41.15	42.99	44.25
42	30.42	33.38	34.98	36.62	37.70	41.09	42.30	44.23	45.48
43	31.35	34.35	35.92	37.65	38.79	42.26	43.53	45.48	46.74
44	32.21	35.35	37.07	38.79	39.94	43.52	44.83	46.83	48.09
45	33.12	36.35	38.07	39.88	41.10	44.80	46.12	48.20	49.47
46	34.09	37.46	39.19	41.10	42.31	46.12	47.50	49.61	50.91
47	35.12	38.56	40.34	42.31	43.62	47.50	48.94	51.11	52.41
48	36.19	39.70	41.58	43.62	44.90	48.94	50.39	52.61	53.93
49	37.23	40.90	42.81	44.90	46.26	50.39	51.91	54.20	55.53
50	38.36	42.14	44.10	46.26	47.63	51.91	53.49	55.81	57.14

See Article 7.5 for step progression language.

APPENDIX C

STANDARD RANGES, JANUARY 4, 2020
CLASSIFIED CONFIDENTIAL EMPLOYEES ASSOCIATION

Years of Service	0	1	2	3	4	5	10	15	20
Step	1	2	3	4	5	6	7	8	9
Lane/Grade									
1	11.88	12.65	13.12	13.53	13.94	15.15	15.61	16.42	17.58
2	12.12	12.92	13.29	13.76	14.17	15.43	15.91	16.76	17.90
3	12.40	13.15	13.59	14.07	14.49	15.80	16.27	17.14	18.26
4	12.55	12.73	13.86	14.35	14.76	16.08	16.56	17.44	18.58
5	12.79	13.68	14.15	14.63	15.08	16.39	16.93	17.84	18.97
6	13.05	13.94	14.39	14.89	15.32	16.71	17.20	18.10	19.25
7	13.29	14.19	14.72	15.21	15.69	17.08	17.56	18.50	19.65
8	13.59	14.48	15.01	15.57	16.05	17.47	18.01	18.93	20.08
9	13.86	14.85	15.32	15.93	16.38	17.87	18.39	19.34	20.49
10	14.15	15.09	15.63	16.13	16.62	18.10	18.65	19.60	20.77
11	14.39	15.41	15.95	16.55	17.02	18.53	19.10	20.08	21.22
12	14.72	15.79	16.34	16.96	17.46	19.00	19.59	20.59	21.76
13	15.01	16.11	16.67	17.33	17.86	19.46	20.05	21.05	22.20
14	15.32	16.45	17.10	17.72	18.27	19.89	20.48	21.51	22.66
15	15.63	16.72	17.42	18.15	18.70	20.38	20.97	22.06	23.21
16	15.99	17.22	17.88	18.65	19.20	20.94	21.55	22.67	23.82
17	16.34	17.62	18.32	19.11	19.71	21.44	22.11	23.21	24.38
18	16.67	18.07	18.83	19.61	20.18	22.04	22.69	23.82	25.00
19	17.10	18.45	19.28	20.13	20.76	22.57	23.25	24.40	25.58
20	17.46	19.03	19.85	20.73	21.31	23.22	23.93	25.11	26.28
21	17.88	19.44	20.27	21.21	21.87	23.83	24.52	25.73	26.91
22	18.32	19.96	20.96	21.87	22.51	24.52	25.25	26.48	27.67
23	18.83	20.50	21.40	22.37	23.08	25.13	25.86	27.12	28.30
24	19.32	21.06	22.02	23.07	23.74	25.82	26.62	27.88	29.07
25	19.81	21.60	22.54	23.49	24.20	26.37	27.15	28.46	29.65
26	20.37	22.20	23.22	24.29	25.01	27.22	28.04	29.39	30.58
27	20.37	22.30	23.31	24.44	25.16	27.41	28.25	29.58	30.79
28	20.96	22.80	23.91	24.96	25.71	27.99	28.87	30.31	31.49
29	21.44	23.49	24.63	25.73	26.51	28.90	29.75	31.15	32.37
30	22.08	24.12	25.33	26.47	27.26	29.69	30.59	32.04	33.24
31	22.67	24.78	25.92	27.17	27.99	30.47	31.41	32.88	34.08
32	23.29	25.51	26.71	27.96	28.79	31.38	32.30	33.80	35.06
33	23.93	26.24	27.45	28.72	29.63	32.23	33.21	34.75	36.00
34	24.63	26.97	28.19	29.51	30.41	33.13	34.14	35.69	36.93
35	25.33	27.70	29.04	30.38	31.28	34.11	35.09	36.73	37.96
36	26.02	28.49	29.85	31.28	32.24	35.09	36.16	37.84	39.07
37	26.72	29.29	30.65	32.13	33.06	36.05	37.15	38.81	40.05
38	27.50	30.12	31.57	33.00	34.03	37.02	38.14	39.90	41.15
39	28.29	31.00	32.46	34.00	34.99	38.12	39.27	41.06	42.32
40	29.13	31.87	33.38	34.98	36.04	39.26	40.44	42.27	43.57
41	29.92	32.83	34.31	35.97	37.05	40.34	41.56	43.42	44.69
42	30.72	33.71	35.33	36.99	38.08	41.50	42.72	44.67	45.93
43	31.66	34.69	36.28	38.03	39.18	42.68	43.97	45.93	47.21
44	32.53	35.70	37.44	39.18	40.34	43.96	45.28	47.30	48.57
45	33.45	36.71	38.45	40.28	41.51	45.25	46.58	48.68	49.96
46	34.43	37.83	39.58	41.51	42.73	46.58	47.98	50.11	51.42
47	35.47	38.95	40.74	42.73	44.06	47.98	49.43	51.62	52.93
48	36.55	40.10	42.00	44.06	45.35	49.43	50.89	53.14	54.47
49	37.60	41.31	43.24	45.35	46.72	50.89	52.43	54.74	56.09
50	38.74	42.56	44.54	46.72	48.11	52.43	54.02	56.37	57.71

See Article 7.5 for step progression language.

MEMORANDUM OF AGREEMENT

BETWEEN

MINNESOTA SCHOOL EMPLOYEES ASSOCIATION

REPRESENTING

CLASSIFIED CONFIDENTAIL EMPLOYEES ASSOCIATION

REGARDING IMPROVEMENT PLAN PROCESS

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

Step 1: INFORMAL PROCESS
The supervisor and employee meet on an informal basis to discuss performance concerns. The supervisor clearly articulates performance expectations and provides the employee time to make corrections.

Step 2:
If the employee is not meeting performance expectations after an appropriate period of time, the supervisor notifies the employee in writing of a meeting to discuss the components of an improvement plan. The written notification informs the employee that he/she has the right to Union representation at this meeting.

Step 3: FORMAL PROCESS
The employee and supervisor [and union representative, if employee desires] meet to discuss the components and timelines of an improvement plan. The plan articulates the areas of concern, actions the employee and supervisor must take to be on track with the plan, and timelines to meet to discuss progress. "On track" means following the actions and adhering to the timelines outlined in the improvement plan. The employee may appeal the components or timelines of the improvement plan to the next level supervisor.

Step 4:
If the employee is on the improvement plan as of June 1 and NOT on track with the components of the plan, the employee's step or salary increase (if not eligible for a step) is withheld. If the employee is on track, no action is taken. The improvement plan must have been in place since March 1 in order to lose a step/salary increase. Also, if the supervisor is not on track, a step/salary increase may not be withheld.

Step 5:
The supervisor must meet with the employee approximately two months, four months, and six months after the withholding of a step/salary increase. The purpose of these meetings is to assess whether the employee and the supervisor are on track, to provide assistance and resources, and to answer any questions/concerns the employee may have. If the employee is on track or the supervisor is not on track, the employee's step/salary increase will be reinstated retroactive to July 1.

MEMORANDUM OF AGREEMENT
REGARDING IMPROVEMENT PLAN PROCESS
(Continued)

Step 6:
At the six-month meeting, one of the following will occur:

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

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

Memorandum shall remain in effect for the duration of the 2016-2018 Labor Agreement.

INDEPENDENT SCHOOL DISTRICT NO. 625

Chair, Board of Education

Assistant Director of Employee and Labor Relations

2-19-19
Date

MINNESOTA SCHOOL EMPLOYEES ASSOCIATION

Field Director, MSEA

President, Saint Paul Public Schools Classified Confidential Employees Association

2/19/19
Date

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