

2008 - 2009

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

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

AND

**PROFESSIONAL EMPLOYEES
ASSOCIATION, INC.**

January 1, 2008 through December 31, 2009





SAINT PAUL PUBLIC SCHOOLS
Independent School District No. 625

Board of Education

Kazoua Kong-Thao	Chair
Elona Street-Stewart	Vice-Chair
Tom Conlon	Clerk
Tom Goldstein	Treasurer
John Brodrick	Director
Anne Carroll	Director
Keith Hardy	Director

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PREAMBLE

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

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

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

ARTICLE 1. RECOGNITION

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

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

1.2 The rights and benefits of provisional employees shall be governed by the Civil Service Rules unless such rights and benefits are specifically amended as to provisional employees by this contract.

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

ARTICLE 2. MANAGEMENT RIGHTS

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

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

ARTICLE 3. MAINTENANCE OF STANDARDS

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

ARTICLE 4. CHECK OFF AND SERVICE FEE

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

ARTICLE 5. HOURS OF WORK AND OVERTIME

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

ARTICLE 6. PROBATION

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

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

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

ARTICLE 7. SENIORITY

- 7.1 Seniority, for the purpose of this Agreement, shall be defined as follows: The length of continuous, regular, and probationary service with the Employer from the date an employee was first certified and appointed to a class title covered by this Agreement, it being further understood that seniority is confined to the current class assignment held by an employee. In cases where two or more employees are appointed to the same class title on the same date, the seniority shall be determined by the employee's rank on the eligible list from which certification was made.
- 7.2 Seniority shall terminate when an employee retires, resigns or is discharged.
- 7.3 In the event it is determined by the Employer that it is necessary to reduce the workforce, employees will be laid off by class title within each department based on inverse length of seniority as defined above.
- 7.4 In cases where there are promotional series, such as Accountant I, II, III, etc., when the number of employees in the higher titles is to be reduced, employees will be offered reductions to the highest title to which class seniority would keep them from being laid off, before layoffs are made by any class title in any department.
- 7.5 Recall from layoff shall be in inverse order of layoff, except that recall rights shall expire after two (2) years of layoff. It is understood that such employees will pick up their former seniority date in any class of positions that the employee previously held.
- 7.6 To the extent possible, vacation period shall be assigned on the basis of seniority. It is, however, understood that vacation assignment shall be subject to the ability of the Employer to maintain operations.

ARTICLE 8. WORKING OUT OF CLASSIFICATION

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

ARTICLE 9. WAGES

- 9.1 The wage schedule for the purpose of this contract shall be Appendices A and C.
- 9.2 Salary Step Eligibility. Employees must meet the following conditions in order to be eligible for salary step advancement.
- 9.2.1 An employee must have received an overall rating of “satisfactory” on his/her most recent performance evaluation to receive any salary step advancement.
- 9.2.2 An employee must have been paid a minimum of 1,040 hours in the previous (12) twelve months (minimum hours requirement is prorated for part-time employees) to receive any salary step advancement.
- 9.3 Salary Step Progression.
- 9.3.1 An employee who meets the eligibility requirements in 9.2 of this Section will advance one salary step at the beginning of the pay period nearest to January 1 each year up to Step 10 (nine-year step).
- 9.3.2 An employee who meets the eligibility requirements in 9.2 of this Section and who has completed fifteen (15) or more calendar years of service in the District will advance one (1) salary step at the beginning of the pay period nearest to January 1 each year, not to exceed Step 11 (fifteen-year step).
- 9.3.3 An employee who meets the eligibility requirements in 9.2 of this Section and who has completed twenty (20) or more calendar years of service in the District will advance one (1) salary step at the beginning of the pay period nearest to January 1 each year, not to exceed Step 12 (twenty-year step).
- 9.3.3.1 An employee who is on Step 10 immediately prior to December 27, 2003, and who has completed twenty (20) or more years of District service will advance to Step 12 (twenty-year step) effective December 27, 2003.
- 9.3.4 Years of classified service in the District and the City of St. Paul will be recognized in step placement and step advancement.
- 9.4 Correction of Compensation Errors. Employees should routinely review their bi-weekly pay check and immediately document any errors or inquiries by contacting the District’s payroll department. Failure to notify the payroll department in a timely manner, or failure to routinely review the accuracy of his/her bi-weekly compensation may result in lost compensation.
- 9.4.1 District Authority. When underpayment errors are identified, the District will review the nature of the error and shall reimburse the employee in full up to a maximum retroactive period of two years. In the case of an overpayment, the District has the authority to deduct from the employee’s check up to the full amount owed for a maximum retroactive period of two-years.
- 9.4.2 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 10. PROFESSIONAL GROWTH

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

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

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

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

ARTICLE 11. HOLIDAYS

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

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

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

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

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

ARTICLE 12. VACATION

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

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

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

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

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

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

ARTICLE 13. COMPENSATORY LEAVES OF ABSENCE

13.1 Sick Leave. Sick leave shall accumulate at the rate of .0576 of a working hour for each full hour on the payroll, excluding overtime. Sick leave accumulation is unlimited. To be eligible for sick leave, the employee must report to his/her supervisor no later than one- hour past his/her regular scheduled starting time. The granting of sick leave shall be subject to the terms and provisions of this Agreement. A "day for this purpose shall be equivalent to the regularly assigned work day of the employee and such leave shall be deducted from accumulated sick leave. Any employee who has accumulated sick leave as provided above shall be granted leave with pay, for such period of time as the head of the department deems necessary for the following specified allowable uses:

13.1.1 Personal Illness: Employees may use accumulated sick leave for hours off due to personal illness. The employee may be required to furnish a medical certificate from a qualified physician as evidence of illness or physical disability in order to qualify for paid sick leave as per District practice. Accumulated sick leave may also be granted for such time as is actually necessary for office visits to a doctor, dentist, optometrist, etc.

ARTICLE 13. COMPENSATORY LEAVES OF ABSENCE (continued)

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

13.2 Court Duty Leave.

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

ARTICLE 13. COMPENSATORY LEAVES OF ABSENCE (continued)

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

ARTICLE 14. PARENTAL/MATERNITY LEAVE

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

ARTICLE 15. EMPLOYEE BENEFITS

SECTION 1. ACTIVE EMPLOYEE HEALTH INSURANCE

- 1.1 The Employer will continue for the period of this Agreement to provide for active employees such health and life insurance benefits as are provided by Employer at the time of execution of this Agreement.
- 1.2 Eligibility Waiting Period. One (1) full month of continuous regularly appointed service in Independent School District No. 625 will be required before an eligible employee can receive the District contribution to premium cost for health and life insurance provided herein.
- 1.3 Full-Time Status. For the purpose of this Article, full-time employment is defined as appearing on the payroll at least thirty-two (32) hours per week or at least sixty-four (64) hours per pay period, excluding overtime hours.
- 1.4 Half-Time Status. For the purpose of this Article, half-time employment is defined as appearing on the payroll at least twenty (20) hours but less than thirty-two (32) hours per week or at least forty (40) hours but less than sixty-four (64) hours per pay period, excluding overtime hours.
- 1.5 Employer Contribution Amount: Full-Time Employees. Effective January 1, 2008, 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 \$510 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 \$990 per month, whichever is less.
 - 1.5.1 Effective January 1, 2009, for each eligible employee covered by this Agreement who is employed full time and who selects employee insurance coverage, the Employer agrees to contribute the cost of such coverage or \$536 per month, whichever is less. For each eligible full-time employee who selects family coverage, the Employer will contribute the cost of such family coverage or \$1,065 per month, whichever is less.
- 1.6 Employer Contribution Amount: Half-Time Employees. For each eligible employee covered by this Agreement who is employed half time, the Employer agrees to contribute fifty percent (50%) of the amount contributed for full-time employees for the insurance coverages in 1.5, 1.7, 1.8 and 1.9 of this Article.
- 1.7 Employer Contribution Amount: Active 10-Month Employees. The District agrees to continue contributions for benefits during months that 10-month employees are not actively at work.
- 1.8 Employer Contribution Amount: Married Couples. Employees who are married to another District employee and who are covered under their spouse's health plan may waive the single or family contribution to health insurance and receive up to \$200 per month toward their spouse's family premium. The combination of District contributions cannot exceed the full cost of family coverage and cannot be applied in cases where the spouse is receiving health insurance through the District's cafeteria benefits plan.
- 1.9 Life Insurance. Effective January 1, 1996: The District agrees to provide term life insurance in the amount of \$50,000 for each eligible employee. This amount of life insurance shall be reduced to \$5,000 upon early retirement and shall continue until the early retiree reaches age sixty-five (65), at which time the Employer paid life insurance shall be terminated.

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

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

SECTION 2. RETIREMENT HEALTH INSURANCE AND TRANSITIONAL BENEFIT

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

- 1.1 Employees hired into District service before January 1, 1996, must have completed the following service eligibility requirements with 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 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 Independent School District 625;
 - B. Must be at least fifty-eight (58) 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 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, 1996, must have completed twenty (20) years of service with Independent School District No. 625. 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 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 pre-age 65 or post-age 65 coverage. At the Employer's discretion, the Employer may consider an employee's voluntary resignation in lieu of termination. The termination of an employee, if contested, must be upheld by a neutral third party.

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

2.1 Health Insurance Employer Contribution.

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

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

2.2 Life Insurance Employer Contribution.

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

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

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

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

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

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

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

<u>Coverage Type</u>	<u>Single</u>	<u>Family</u>
Medicare Eligible	\$300 per month	\$400 per month
Non-Medicare Eligible	\$400 per month	\$500 per month

At no time shall any payment in any amount be made directly to the retiree.

Any premium cost in excess of the maximum contributions specified must be paid directly and in full by the retiree, or coverage will be discontinued.

Subd. 5. Employees hired after January 1, 1996, after completion of three (3) full years of consecutive active service in Independent School District No. 625, are eligible to participate in an employer matched Minnesota Deferred Compensation Plan or District-approved 403(b) plan. Upon reaching eligibility, the District will match up to \$60 per paycheck to a maximum of \$600 per year of consecutive active service, up to a cumulative lifetime maximum of \$12,500. Part-time employees working half-time or more will be eligible for up to one half (50%) of the available District match. Approved non-compensatory leave shall not be counted in reaching the three (3) full years of consecutive active service, and shall not be considered a break in service. Time worked in the City of Saint Paul will not be counted toward this three (3)-year requirement.

- 5.1 Effective May 1, 2008, employees hired after January 1, 1996, are eligible to participate in an employer matched Minnesota Deferred Compensation Plan or District approved 403(b) plan. The District will match up to \$1,000 per year of consecutive active service. Part-time employees working half-time or more will be eligible for up to one half (50%) of the available District match.

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

ARTICLE 16. SEVERANCE PAY

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

- 16.1. Severance Pay. The District shall provide a separate severance pay program as set forth in this Section. Payment of severance pay shall be made within the tax year of the retirement as described in Business Office Rules. All payments made under this subdivision shall be made to the School District No. 625 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation, hereinafter referred to as the "Severance Plan."
- 16.2. Eligibility. To be eligible for the Severance Plan, an employee must meet the following requirements:
- 16.2.1 The employee must be fifty-five (55) years of age or older and must be eligible for pension under provisions of the St. Paul Teachers Retirement Fund or the Public Employees Retirement Association (PERA).
- 16.2.2 The employee must be voluntarily separated from District employment or have been subject to separation by layoff or retirement. Those employees who are discharged for cause, misconduct, inefficiency, incompetence or any other disciplinary reason are not eligible for this severance pay program.
- 16.2.3 For the purpose of this Severance Plan, a death of an employee shall be considered as separation of employment and, if the employee would have met all of the requirements set forth in this Section at the time of his or her death, contributions to the Severance Plan shall be made to the employee's estate.
- 16.3. Severance Pay
- 16.3.1 Early Notification Incentive. Employees who meet eligibility requirements of 16.2 of this Article and who complete, sign and submit a Resignation Notice form to the Director of Human Resources three months prior to retirement will receive a District contribution of \$2,500 to the Severance Plan.
- 16.3.2 Pay for Unused Sick Leave
- 16.3.2.1 If an employee notifies the Human Resource Department three (3) months in advance of the date of retirement and requests severance pay and if the employee meets the eligibility requirements set forth in 16.2 above, he or she will receive a District contribution to the Severance Plan in an amount equal to \$125 for each day of accrued, unused sick leave, up to 140 days. In this instance, the maximum amount of severance pay will not exceed \$17,500.
- 16.3.2.2 If an employee notifies the Human Resource Department in less than three (3) months in advance of the date of retirement and requests severance pay and if the employee meets the eligibility requirement set forth above, he or she will receive a District contribution to the Severance Plan in an amount equal to \$100 pay for each day of accrued, unused sick leave up to 150 days. In this instance, the maximum amount of severance pay will not exceed \$15,000.
- 16.3.2.3 If exigent circumstances exist, such as a sudden illness/injury of the employee or immediate family member necessitating immediate retirement, and if the employee meets the eligibility requirements set forth above, he or she will receive a District contribution to the Severance Plan in an amount equal to \$125 pay for each day of accrued, unused sick leave up to 140 days.

ARTICLE 16. SEVERANCE PAY (continued)

16.3.3 Maximum Severance Pay. The maximum amount of severance pay that any employee may obtain through this Severance Plan, excluding pay for earned, unused vacation, is \$20,000.

16.4 Pay for Earned, Unused Vacation. Employees who meet the eligibility requirements of 16.2 of this Article, who qualify for severance pay per 16.3 of this Article, and who retire with earned, unused vacation shall receive pay for such vacation. Payment for earned, unused vacation shall be made to the Severance Plan. Nothing in this Article precludes an employee from receiving direct compensation for earned, unused vacation if he or she does not meet the severance pay eligibility requirements herein.

ARTICLE 17. LEGAL SERVICES

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

17.2 Notwithstanding (17.1), the Employer shall not be responsible for paying any legal service fee or for providing any legal service arising from any legal action where the employee is the plaintiff.

ARTICLE 18. DISCIPLINE

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

- 18.1.1 Written reprimand;
- 18.1.2 Suspension;
- 18.1.3 Reduction;
- 18.1.4 Discharge.

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

18.3 Employees and the Association will receive copies of written reprimands and notices of suspension and discharge.

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

18.5 Preliminary Review. Prior to issuing a disciplinary action of unpaid suspension, demotion, or discharge, the supervisor will make a recommendation to his/her supervisor regarding proposed discipline. That supervisor will then schedule a meeting with the employee prior to making a final determination of the proposed discipline. The employee shall have the opportunity to have union representation present and be provided the opportunity to speak on his/her behalf regarding the proposed action. If the employee is unable to meet with the supervisor, the employee and/or union will be given the opportunity to respond in writing.

ARTICLE 18. DISCIPLINE (continued)

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

ARTICLE 19. GRIEVANCE PROCEDURE

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

ARTICLE 19. GRIEVANCE PROCEDURE (continued)

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

Step 4. If the grievance remains unresolved after the Step 3 response and/or grievance mediation, the Association may within ten (10) workdays after the response of the Employer or conclusion of mediation, request arbitration of the grievance. The arbitration proceedings shall be conducted by an arbitrator to be selected by mutual agreement of the Employer and the Association within ten (10) workdays after notice has been given. If the parties fail to mutually agree upon an arbitrator within the said ten (10)-day period, either party may request the Bureau of Mediation Services to submit a panel of five (5) arbitrators. Both the Employer and the Association shall have the right to strike two (2) names from the panel. The Association shall strike the first (1st) name; the Employer shall then strike one (1) name. The process will be repeated and the remaining person shall be the arbitrator.

- 19.5 The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue submitted in writing by the Employer and the Association, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the Employer, the Association, and the employees.
- 19.6 The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Association, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record.
- 19.7 The time limits in each step of this procedure may be extended by mutual agreement of the Employer and the Association.
- 19.8 It is understood by the Association and the Employer that if an issue is determined by this grievance procedure, it shall not again be submitted for determination in another forum. If an issue is determined by any other forum, it shall not again be submitted for arbitration under this grievance procedure.

ARTICLE 20. NON-DISCRIMINATION

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

ARTICLE 21. WORK STOPPAGE

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

ARTICLE 22. MILEAGE

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

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, 2008, and shall continue in full force and effect through December 31, 2009, and thereafter until modified or amended by mutual agreement of the parties. Either party desiring to amend or modify this Agreement shall notify the other in writing so as to comply with the provisions of the Public Employment Labor Relations Act of 1971, as amended.
- 24.2 This constitutes a tentative agreement between the parties which will be recommended by the Negotiations/Employee Relations Manager, but is subject to the approval of the Board of Education of Independent School District No. 625 and is also subject to ratification by the Association.

WITNESSES:

INDEPENDENT SCHOOL DISTRICT NO. 625

THE CITY OF SAINT PAUL PROFESSIONAL
EMPLOYEES ASSOCIATION, INC.

Chair, Board of Education

President, P.E.A.

Negotiations/Employee Relations Manager

Negotiator, P.E.A.

Date

Date

APPENDIX A

TITLES AND SALARIES

	Year 0	1	2	3	4	5	6	7	8	9	15	20
	Step 1	2	3	4	5	6	7	8	9	10	11	12
<u>Grade 3</u>												
Fund Development Assistant Public Information Specialist I												
1-5-08	\$35,428	\$37,218	\$39,046	\$41,046	\$43,079	\$45,275	\$47,473	\$49,090	\$49,667	\$52,402	\$53,152	\$53,402
1-3-09	\$36,225	\$38,055	\$39,925	\$41,970	\$44,048	\$46,294	\$48,541	\$50,195	\$50,785	\$53,581	\$54,331	\$54,581
<u>Grade 5</u>												
Graphic Artist I Management Assistant I Technical Training Assistant												
1-5-08	\$37,564	\$39,528	\$41,458	\$43,525	\$45,663	\$47,982	\$50,340	\$52,055	\$52,667	\$55,567	\$56,317	\$56,567
1-3-09	\$38,409	\$40,417	\$42,391	\$44,504	\$46,690	\$49,062	\$51,473	\$53,226	\$53,852	\$56,817	\$57,567	\$57,817
<u>Grade 7</u>												
Accountant I Public Information Specialist II Research Analyst I												
1-5-08	\$39,908	\$41,871	\$44,008	\$46,215	\$48,489	\$50,934	\$53,460	\$55,281	\$55,931	\$59,012	\$59,762	\$60,012
1-3-09	\$40,806	\$42,813	\$44,998	\$47,255	\$49,580	\$52,080	\$54,663	\$56,525	\$57,189	\$60,340	\$61,090	\$61,340
<u>Grade 8</u>												
Workforce Management Specialist 1												
1-5-08	\$41,113	\$43,147	\$45,249	\$47,558	\$49,933	\$52,481	\$55,073	\$56,949	\$57,619	\$60,793	\$61,543	\$61,793
1-3-09	\$42,038	\$44,118	\$46,267	\$48,628	\$51,056	\$53,662	\$56,312	\$58,230	\$58,915	\$62,161	\$62,911	\$63,161
<u>Grade 9</u>												
Management Assistant II												
1-5-08	\$42,320	\$44,423	\$46,661	\$49,006	\$51,453	\$53,993	\$56,685	\$58,617	\$59,307	\$62,574	\$63,324	\$63,574
1-3-09	\$43,272	\$45,423	\$47,711	\$50,109	\$52,611	\$55,208	\$57,960	\$59,936	\$60,641	\$63,982	\$64,732	\$64,982
<u>Grade 10</u>												
Contract Coordinator Energy Efficiency Coordinator Graphic Artist II Research Analyst II Student Information System Support Specialist Training Specialist												
1-5-08	\$43,525	\$45,731	\$48,039	\$50,452	\$52,935	\$55,645	\$58,442	\$60,434	\$61,144	\$64,513	\$65,263	\$65,513
1-3-09	\$44,504	\$46,760	\$49,120	\$51,587	\$54,126	\$56,897	\$59,757	\$61,794	\$62,520	\$65,965	\$66,715	\$66,965

APPENDIX A (continued)

TITLES AND SALARIES

	Year 0	1	2	3	4	5	6	7	8	9	15	20
Step	1	2	3	4	5	6	7	8	9	10	11	12
Grade 11												
Accountant II												
Architect I												
1-5-08	\$44,903	\$47,144	\$49,487	\$52,005	\$54,554	\$57,190	\$60,200	\$62,252	\$62,984	\$66,453	\$67,203	\$67,453
1-3-09	\$45,913	\$48,205	\$50,600	\$53,175	\$55,781	\$58,477	\$61,555	\$63,653	\$64,401	\$67,948	\$68,698	\$68,948
Grade 12												
Benefits Specialist 2												
Food Service Purchasing Analyst												
Human Rights Investigator												
Multimedia Specialist												
Nutrition Services Purchasing Analyst												
Safety Specialist												
Systems Analyst I												
Technology Construction Project Coordinator (effective 11/18/08)												
Value Analyst I												
Workforce Management Specialist 2												
1-5-08	\$46,248	\$48,524	\$50,970	\$53,520	\$56,174	\$59,090	\$61,994	\$64,105	\$64,860	\$68,432	\$69,182	\$69,432
1-3-09	\$47,289	\$49,616	\$52,117	\$54,724	\$57,438	\$60,420	\$63,389	\$65,547	\$66,319	\$69,972	\$70,722	\$70,972
Grade 13												
Fund Development Specialist												
Management Assistant III												
1-5-08	\$47,629	\$50,039	\$52,451	\$55,106	\$57,932	\$60,812	\$63,785	\$65,958	\$66,735	\$70,410	\$71,160	\$71,410
1-3-09	\$48,701	\$51,165	\$53,631	\$56,346	\$59,235	\$62,180	\$65,220	\$67,442	\$68,237	\$71,994	\$72,744	\$72,994
Grade 14												
Ombudsperson												
Research Analyst III												
Recruitment and Diversity Specialist												
Safety Program Specialist												
Workforce Design Specialist												
Workforce Management Specialist 3												
1-5-08	\$49,040	\$51,488	\$54,106	\$56,760	\$59,620	\$62,605	\$65,758	\$67,999	\$68,800	\$72,589	\$73,339	\$73,589
1-3-09	\$50,143	\$52,646	\$55,323	\$58,037	\$60,961	\$64,014	\$67,238	\$69,529	\$70,348	\$74,222	\$74,972	\$75,222

APPENDIX A (continued)

TITLES AND SALARIES

Year	0	1	2	3	4	5	6	7	8	9	15	20
Step	1	2	3	4	5	6	7	8	9	10	11	12

Grade 15

Accountant III												
Architect II												
Maintenance and Capital Improvement Planner												
1-5-08	\$50,522	\$53,004	\$55,692	\$58,449	\$61,377	\$64,538	\$67,766	\$70,075	\$70,899	\$74,804	\$75,554	\$75,804
1-3-09	\$51,659	\$54,197	\$56,945	\$59,764	\$62,758	\$65,990	\$69,291	\$71,652	\$72,494	\$76,487	\$77,237	\$77,487

Grade 16

Human Resource Information Management Analyst												
Management Information Systems Analyst/Applications Support												
Network Specialist												
Systems Analyst II												
Systems Support Specialist 3 (effective 10/21/08)												
Value Analyst II												
1-5-08	\$52,039	\$54,659	\$57,379	\$60,239	\$63,273	\$66,437	\$69,737	\$72,112	\$72,962	\$76,981	\$77,731	\$77,981
1-3-09	\$53,210	\$55,889	\$58,670	\$61,594	\$64,697	\$67,932	\$71,306	\$73,735	\$74,604	\$78,713	\$79,463	\$79,713

Grade 17

Emergency Preparedness Coordinator (effective 7/15/08)												
1-5-08	\$53,623	\$56,243	\$59,035	\$62,031	\$65,134	\$68,475	\$71,926	\$74,376	\$75,252	\$79,397	\$80,147	\$80,397
1-3-09	\$54,830	\$57,508	\$60,363	\$63,427	\$66,600	\$70,016	\$73,544	\$76,049	\$76,945	\$81,183	\$81,933	\$82,183

Grade 18

Compensatory Education Specialist												
Fund Development Coordinator												
Human Resource Information Management Systems Specialist												
Public Relations Coordinator												
Senior Budget Analyst												
Senior Ombudsperson												
Student Information System Support Analyst												
1-5-08	\$55,175	\$57,999	\$60,861	\$63,962	\$67,132	\$70,549	\$73,968	\$76,488	\$77,387	\$81,651	\$82,401	\$82,651
1-3-09	\$56,416	\$59,304	\$62,230	\$65,401	\$68,642	\$72,136	\$75,632	\$78,209	\$79,128	\$83,488	\$84,238	\$84,488

APPENDIX A (continued)

TITLES AND SALARIES

	Year 0	1	2	3	4	5	6	7	8	9	15	20
Step		2	3	4	5	6	7	8	9	10	11	12
Grade 20												
Architect III												
**Mechanical Engineer III												
Systems Analyst III												
1-5-08	\$58,586	\$61,515	\$64,581	\$67,822	\$71,200	\$74,767	\$78,522	\$81,196	\$82,152	\$86,678	\$87,428	\$87,678
1-3-09	\$59,904	\$62,899	\$66,034	\$69,348	\$72,802	\$76,449	\$80,289	\$83,023	\$84,000	\$88,628	\$89,378	\$89,628
Grade 22												
Program Evaluator												
1-5-08	\$62,135	\$65,236	\$68,511	\$71,922	\$75,506	\$79,337	\$83,289	\$86,127	\$87,140	\$91,941	\$92,691	\$92,941
1-3-09	\$63,533	\$66,704	\$70,052	\$73,540	\$77,205	\$81,122	\$85,163	\$88,065	\$89,101	\$94,010	\$94,760	\$95,010
Grade 26												
UNIX/Network Administrator												
1-5-08	\$69,991	\$73,370	\$77,128	\$80,986	\$85,017	\$89,319	\$93,724	\$96,917	\$98,057	\$103,459	\$104,209	\$104,459
1-3-09	\$71,566	\$75,021	\$78,863	\$82,808	\$86,930	\$91,329	\$95,833	\$99,098	\$100,263	\$105,787	\$106,537	\$106,787
Grade 30												
Network/Information Systems Administrator												
1-5-08	\$78,746	\$82,642	\$86,741	\$91,119	\$95,667	\$100,428	\$105,556	\$109,152	\$110,436	\$116,521	\$117,271	\$117,521
1-3-09	\$80,518	\$84,501	\$88,693	\$93,169	\$97,820	\$102,688	\$107,931	\$111,608	\$112,921	\$119,143	\$119,893	\$120,143
Grade 35												
Database Administrator (ORACLE)												
1-5-08	\$91,255	\$95,875	\$100,596	\$105,629	\$110,901	\$116,563	\$122,337	\$126,503	\$127,991	\$135,043	\$135,793	\$136,043
1-3-09	\$93,308	\$98,032	\$102,859	\$108,006	\$113,396	\$119,186	\$125,090	\$129,349	\$130,871	\$138,081	\$138,831	\$139,081

**This title in this grade abolished except as to present incumbents.

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

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

<u>Grades</u>	<u>Classified Titles</u>
Grade 7	Accountant 1
Grade 11	Accountant 2
Grade 15	Accountant 3
Grade 11	Architect 1
Grade 15	Architect 2
Grade 20	Architect 3
Grade 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 Services Purchasing Analyst
Grade 3	Public Information Specialist 1
Grade 7	Public Information Specialist 2
Grade 7	Research Analyst 1
Grade 10	Research Analyst 2
Grade 14	Research Analyst 3
Grade 12	Safety Specialist
Grade 18	Senior Budget Analyst
Grade 12	Systems Analyst 1
Grade 16	Systems Analyst 2
Grade 20	Systems Analyst 3
Grade 10	Training Specialist
Grade 12	Value Analyst 1
Grade 16	Value Analyst 2

Appendix B (continued)

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

<u>Grades</u>	<u>Unclassified Titles</u>
Grade 12	Benefits Specialist 2
Grade 10	Contract Coordinator
Grade 35	Database Administrator (Oracle)
Grade 17	Emergency Preparedness Coordinator (effective 7/15/08)
Grade 10	Energy Efficiency Coordinator
Grade 3	Fund Development Assistant
Grade 18	Fund Development Coordinator
Grade 13	Fund Development Specialist
Grade 16	Human Resource Information Management Analyst
Grade 18	Human Resource Information Management Systems Specialist
Grade 12	Human Rights Investigator
Grade 14	Human Resource Specialist
Grade 16	MIS Analyst/Application Support
Grade 12	Multimedia Specialist
Grade 30	Network/Information Systems Administrator
Grade 14	Ombudsperson
Grade 22	Program Evaluator
Grade 18	Public Relations Coordinator
Grade 14	Recruitment and Diversity Specialist
Grade 14	Safety Program Specialist
Grade 18	Senior Ombudsperson
Grade 18	Student Information System Support Analyst
Grade 10	Student Information System Support Specialist
Grade 16	Systems Support Specialist 3 (effective 10/21/08)
Grade 5	Technical Training Assistant
Grade 12	Technology Construction Project Coordinator (effective 11/18/08)
Grade 26	UNIX/Network Administrator
Grade 14	Workforce Design Specialist
Grade 8	Workforce Management Specialist 1
Grade 12	Workforce Management Specialist 2
Grade 14	Workforce Management Specialist 3

APPENDIX C

**STANDARD RANGES, JANUARY 5, 2008
PROFESSIONAL EMPLOYEES' ASSOCIATION, INC.**

Years	Start	1	2	3	4	5	6	7	8	9	15	20
Step	1	2	3	4	5	6	7	8	9	10	15	20
Grade 1	33,429	35,048	36,807	38,702	40,561	42,675	44,746	46,270	46,815	49,394	50,144	50,394
2	34,428	36,116	37,943	39,803	41,838	43,941	46,145	47,717	48,279	50,938	51,688	51,938
3	35,428	37,218	39,046	41,046	43,079	45,275	47,473	49,090	49,667	52,402	53,152	53,402
4	36,496	38,288	40,253	42,285	44,387	46,575	48,942	50,609	51,204	54,026	54,776	55,026
5	37,564	39,528	41,458	43,525	45,663	47,982	50,340	52,055	52,667	55,567	56,317	56,567
6	38,736	40,700	42,733	44,836	47,041	49,459	51,881	53,648	54,279	57,269	58,019	58,269
7	39,908	41,871	44,008	46,215	48,489	50,934	53,460	55,281	55,931	59,012	59,762	60,012
8	41,113	43,147	45,249	47,558	49,933	52,481	55,073	56,949	57,619	60,793	61,543	61,793
9	42,320	44,423	46,661	49,006	51,453	53,993	56,685	58,617	59,307	62,574	63,324	63,574
10	43,525	45,731	48,039	50,452	52,935	55,645	58,442	60,434	61,144	64,513	65,263	65,513
11	44,903	47,144	49,487	52,005	54,554	57,190	60,200	62,252	62,984	66,453	67,203	67,453
12	46,248	48,524	50,970	53,520	56,174	59,090	61,994	64,105	64,860	68,432	69,182	69,432
13	47,629	50,039	52,451	55,106	57,932	60,812	63,785	65,958	66,735	70,410	71,160	71,410
14	49,040	51,488	54,106	56,760	59,620	62,605	65,758	67,999	68,800	72,589	73,339	73,589
15	50,522	53,004	55,692	58,449	61,377	64,538	67,766	70,075	70,899	74,804	75,554	75,804
16	52,039	54,659	57,379	60,239	63,273	66,437	69,737	72,112	72,962	76,981	77,731	77,981
17	53,623	56,243	59,035	62,031	65,134	68,475	71,926	74,376	75,252	79,397	80,147	80,397
18	55,175	57,999	60,861	63,962	67,132	70,549	73,968	76,488	77,387	81,651	82,401	82,651
19	56,827	59,688	62,686	65,824	69,166	72,552	76,227	78,824	79,751	84,143	84,893	85,143
20	58,586	61,515	64,581	67,822	71,200	74,767	78,522	81,196	82,152	86,678	87,428	87,678
21	60,310	63,343	66,514	69,889	73,301	77,016	80,887	83,643	84,627	89,290	90,040	90,290
22	62,135	65,236	68,511	71,922	75,506	79,337	83,289	86,127	87,140	91,941	92,691	92,941
23	64,041	67,203	70,522	74,129	77,782	81,763	85,836	88,760	89,805	94,751	95,501	95,751
24	65,893	69,234	72,681	76,299	80,161	84,153	88,311	91,319	92,393	97,483	98,233	98,483
25	67,926	71,303	74,817	78,575	82,503	86,718	90,999	94,100	95,207	100,453	101,203	101,453
26	69,991	73,370	77,128	80,986	85,017	89,319	93,724	96,917	98,057	103,459	104,209	104,459
27	72,025	75,644	79,400	83,398	87,568	91,956	96,556	99,846	101,020	106,584	107,334	107,584
28	74,197	77,921	81,849	85,845	90,153	94,769	99,460	102,849	104,058	109,792	110,542	110,792
29	76,437	80,228	84,225	88,498	92,911	97,580	102,436	105,925	107,171	113,075	113,825	114,075
30	78,746	82,642	86,741	91,119	95,667	100,428	105,556	109,152	110,436	116,521	117,271	117,521
31	81,090	85,156	89,395	93,841	98,528	103,521	108,660	112,361	113,683	119,946	120,696	120,946
32	83,469	87,707	92,083	96,701	101,492	106,650	111,902	115,715	117,077	123,526	124,276	124,526
33	85,983	90,325	94,840	99,630	104,559	109,849	115,308	119,236	120,639	127,284	128,034	128,284
34	88,569	93,048	97,699	102,561	107,695	113,119	118,822	122,871	124,317	131,164	131,914	132,164
35	91,255	95,875	100,596	105,629	110,901	116,563	122,337	126,503	127,991	135,043	135,793	136,043
36	93,979	98,667	103,628	108,832	114,242	120,008	125,956	130,248	131,780	139,040	139,790	140,040
37	96,804	101,629	106,695	112,070	117,655	123,629	129,756	134,178	135,757	143,235	143,985	144,235
38	99,735	104,697	109,935	115,415	121,205	127,353	133,629	138,181	139,808	147,508	148,258	148,508
39	102,702	107,833	113,209	118,929	124,856	131,115	137,682	142,372	144,047	151,982	152,732	152,982
40	105,800	111,108	116,655	122,410	128,613	135,336	141,806	146,636	148,361	156,534	157,284	157,534
41	108,935	114,414	120,100	126,096	132,404	139,340	146,001	150,973	152,750	161,164	161,914	162,164
42	112,243	117,792	123,685	129,854	136,367	143,523	150,410	155,534	157,365	166,032	166,782	167,032
43	115,554	121,377	127,407	133,783	140,503	147,847	154,928	160,206	162,091	171,019	171,769	172,019
44	119,032	124,995	131,267	137,850	144,707	152,276	159,588	165,025	166,967	176,164	176,914	177,164
45	122,652	128,750	135,161	141,905	149,015	156,811	164,358	169,956	171,957	181,428	182,178	182,428

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

APPENDIX C (continued)

**STANDARD RANGES, JANUARY 3, 2009
PROFESSIONAL EMPLOYEES ASSOCIATION, INC.**

Years	Start	1	2	3	4	5	6	7	8	9	15	20
Step	1	2	3	4	5	6	7	8	9	10	15	20
Grade 1	34,181	35,837	37,635	39,573	41,474	43,635	45,753	47,311	47,868	50,505	51,255	51,505
2	35,203	36,929	38,797	40,699	42,779	44,930	47,183	48,791	49,365	52,084	52,834	53,084
3	36,225	38,055	39,925	41,970	44,048	46,294	48,541	50,195	50,785	53,581	54,331	54,581
4	37,317	39,149	41,159	43,236	45,386	47,623	50,043	51,748	52,356	55,242	55,992	56,242
5	38,409	40,417	42,391	44,504	46,690	49,062	51,473	53,226	53,852	56,817	57,567	57,817
6	39,608	41,616	43,694	45,845	48,099	50,572	53,048	54,855	55,500	58,558	59,308	59,558
7	40,806	42,813	44,998	47,255	49,580	52,080	54,663	56,525	57,189	60,340	61,090	61,340
8	42,038	44,118	46,267	48,628	51,056	53,662	56,312	58,230	58,915	62,161	62,911	63,161
9	43,272	45,423	47,711	50,109	52,611	55,208	57,960	59,936	60,641	63,982	64,732	64,982
10	44,504	46,760	49,120	51,587	54,126	56,897	59,757	61,794	62,520	65,965	66,715	66,965
11	45,913	48,205	50,600	53,175	55,781	58,477	61,555	63,653	64,401	67,948	68,698	68,948
12	47,289	49,616	52,117	54,724	57,438	60,420	63,389	65,547	66,319	69,972	70,722	70,972
13	48,701	51,165	53,631	56,346	59,235	62,180	65,220	67,442	68,237	71,994	72,744	72,994
14	50,143	52,646	55,323	58,037	60,961	64,014	67,238	69,529	70,348	74,222	74,972	75,222
15	51,659	54,197	56,945	59,764	62,758	65,990	69,291	71,652	72,494	76,487	77,237	77,487
16	53,210	55,889	58,670	61,594	64,697	67,932	71,306	73,735	74,604	78,713	79,463	79,713
17	54,830	57,508	60,363	63,427	66,600	70,016	73,544	76,049	76,945	81,183	81,933	82,183
18	56,416	59,304	62,230	65,401	68,642	72,136	75,632	78,209	79,128	83,488	84,238	84,488
19	58,106	61,031	64,096	67,305	70,722	74,184	77,942	80,598	81,545	86,036	86,786	87,036
20	59,904	62,899	66,034	69,348	72,802	76,449	80,289	83,023	84,000	88,628	89,378	89,628
21	61,667	64,768	68,011	71,462	74,950	78,749	82,707	85,525	86,531	91,299	92,049	92,299
22	63,533	66,704	70,052	73,540	77,205	81,122	85,163	88,065	89,101	94,010	94,760	95,010
23	65,482	68,715	72,109	75,797	79,532	83,603	87,767	90,757	91,826	96,883	97,633	97,883
24	67,376	70,792	74,316	78,016	81,965	86,046	90,298	93,374	94,472	99,676	100,426	100,676
25	69,454	72,907	76,500	80,343	84,359	88,669	93,046	96,217	97,349	102,713	103,463	103,713
26	71,566	75,021	78,863	82,808	86,930	91,329	95,833	99,098	100,263	105,787	106,537	106,787
27	73,646	77,346	81,187	85,274	89,538	94,025	98,729	102,093	103,293	108,982	109,732	109,982
28	75,866	79,674	83,691	87,777	92,181	96,901	101,698	105,163	106,399	112,262	113,012	113,262
29	78,157	82,033	86,120	90,489	95,001	99,776	104,741	108,308	109,582	115,619	116,369	116,619
30	80,518	84,501	88,693	93,169	97,820	102,688	107,931	111,608	112,921	119,143	119,893	120,143
31	82,915	87,072	91,406	95,952	100,745	105,850	111,105	114,889	116,241	122,645	123,395	123,645
32	85,347	89,680	94,155	98,877	103,776	109,050	114,420	118,319	119,711	126,305	127,055	127,305
33	87,918	92,357	96,974	101,872	106,912	112,321	117,902	121,919	123,353	130,148	130,898	131,148
34	90,562	95,142	99,897	104,869	110,118	115,664	121,495	125,636	127,114	134,115	134,865	135,115
35	93,308	98,032	102,859	108,006	113,396	119,186	125,090	129,349	130,871	138,081	138,831	139,081
36	96,094	100,887	105,960	111,281	116,812	122,708	128,790	133,179	134,745	142,168	142,918	143,168
37	98,982	103,916	109,096	114,592	120,302	126,411	132,676	137,197	138,812	146,458	147,208	147,458
38	101,979	107,053	112,409	118,012	123,932	130,218	136,636	141,290	142,954	150,827	151,577	151,827
39	105,013	110,259	115,756	121,605	127,665	134,065	140,780	145,575	147,288	155,402	156,152	156,402
40	108,181	113,608	119,280	125,164	131,507	138,381	144,997	149,935	151,699	160,056	160,806	161,056
41	111,386	116,988	122,802	128,933	135,383	142,475	149,286	154,370	156,187	164,790	165,540	165,790
42	114,768	120,442	126,468	132,776	139,435	146,752	153,794	159,034	160,906	169,768	170,518	170,768
43	118,154	124,108	130,274	136,793	143,664	151,174	158,414	163,811	165,738	174,867	175,617	175,867
44	121,710	127,807	134,221	140,952	147,963	155,702	163,179	168,738	170,724	180,128	180,878	181,128
45	125,412	131,647	138,202	145,098	152,368	160,339	168,056	173,780	175,826	185,510	186,260	186,510

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 2008-2009 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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