

2010 - 2011

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

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

AND

**PROFESSIONAL EMPLOYEES
ASSOCIATION, INC.**

January 1, 2010 through December 31, 2011





SAINT PAUL PUBLIC SCHOOLS
Independent School District No. 625

Board of Education

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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) per cent 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 an 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 reports 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. When staff reductions occur, an employee does not have to have held a lower level position within a series to be eligible to bump a less senior employee within that series or to be eligible for a lower level vacancy with that series.
- 7.5 Recall from layoff shall be in inverse order of layoff, except that recall rights shall expire after two (2) years of layoff. It is understood that such employees will pick up their former seniority date in any class of positions that the employee previously held.
- 7.6 To the extent possible, vacation period shall be assigned on the basis of seniority. It is, however, understood that vacation assignment shall be subject to the ability of the Employer to maintain operations.

ARTICLE 8. WORKING OUT OF CLASSIFICATION

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

ARTICLE 9. WAGES

- 9.1 The wage schedule for the purpose of this contract shall be Appendices A and C.
- 9.2 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).
- 9.3.4 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 biweekly 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 (2) years.
- 9.4.2 Procedure for Addressing Significant Overpayment Errors. In the case of a significant overpayment, deductions from biweekly compensations shall be based on a repayment schedule established by the District. The District, at its discretion, may limit the amount of repayment to less than the two (2) year retroactive period described above. The reduction of a reimbursement period will be based on the nature of the error and whether the employee took reasonable preventative action by routinely reviewing the accuracy of his/her biweekly compensation.

ARTICLE 10. PROFESSIONAL GROWTH

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

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

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 (10) month employees shall receive holidays that fall within their work year, provided they meet the eligibility requirements of this section.

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

ARTICLE 12. VACATION

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

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

12.4 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 (1) hour past his/her regular scheduled starting time. The granting of sick leave shall be subject to the terms and provisions of this Agreement. A "day" for this purpose shall be equivalent to the regularly assigned work day of the employee and such leave shall be deducted from accumulated sick leave. Any employee who has accumulated sick leave as provided above shall be granted leave with pay, for such period of time as the head of the department deems necessary for the following specified allowable uses:

13.1.1 Personal Illness: Employees may use accumulated sick leave for hours of f 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 (8) hours sick leave per incident. Up to one hundred twenty (120) hours of accumulated sick leave may be used in a work year to allow the employee to care for and attend to the serious or critical illness of his/her spouse, parent, or member of household. These hours when used are deducted from sick leave.
- 13.1.3 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.
- 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 M. S. §18.9413.
- 13.2 Court Duty Leave.
- 13.2.1 Court Cases. Any employee who is duly subpoenaed as a witness in any case in court shall be entitled to leave with pay for that purpose provided that the employee is not a party in the case, and provided that the case is not the result of litigation undertaken by the employee or the union against the District. In cases where the Board is a party in the litigation, the employee shall be entitled to pay while attending as a witness at the request of the Board or as a co-defendant in the case.
- 13.2.2 Required Jury Duty. Any employee who is required to serve as a juror shall be granted leave with pay while serving on jury duty contingent upon the employee paying to the Board any fees received, minus travel allowance, for such jury service. The employee may seek to be excused from jury duty.

ARTICLE 13. COMPENSATORY LEAVES OF ABSENCE (continued)

- 13.3 Military Leave. Any employee who shall be a member of the National Guard, the Naval Militia or any other component of the militia of the state, now or hereafter organized or constituted under state or federal law, or who shall be a member of the Officers Reserve Corps, the Enlisted Reserve Corps, the Naval Reserve, the Marine Corps Reserve or any other reserve component of the military or naval force of the United States, now or hereafter organized or constituted under federal law, shall be entitled to leave of absence from employment without loss of pay, seniority status, efficiency rating, vacation, sick leave or other benefits for all the time when such employee is engaged with such organization or component in training or active service ordered or authorized by proper authority pursuant to law, whether for state or federal purposes, provided that such leave shall not exceed a total of fifteen (15) days in any calendar year and, further, provided that such leave shall be allowed only in case the required military or naval service is satisfactorily performed, which shall be presumed unless the contrary is established. Such leave shall not be allowed unless the employee: (1) returns to his/her position immediately upon being relieved from such military or naval service and not later than the expiration of time herein limited for such leave, or (2) is prevented from so returning by physical or mental disability or other cause not due to such employee's own fault, or (3) is required by proper authority to continue in such military or naval service beyond the time herein limited for such leave.
- 13.4. Quarantine/Catastrophic Disaster Leave. Employees will be provided up to a maximum of ten (10) days paid leave of absence for quarantine by a health officer due to a contagious disease. The same will be provided for a catastrophic disaster that occurs at the employee's school and/or community which causes the closure of the school district or the employee's worksite.
- 13.5 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 (1/2) 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 the District will be required before an eligible employee can receive the District contribution to premium cost for health and life insurance provided herein.
- 1.3 Full-Time Status. For the purpose of this Section, full-time employment is defined as appearing on the payroll at least thirty-two (32) hours per week or at least sixty-four (64) hours per pay period, excluding overtime hours.
- 1.4 Half-Time Status. For the purpose of this Section, half-time employment is defined as appearing on the payroll at least twenty (20) hours but less than thirty-two (32) hours per week or at least forty (40) hours but less than sixty-four (64) hours per pay period, excluding overtime hours.
- 1.5 Employer Contribution Amount: Full-Time Employees. Effective January 1, 2010, 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.
- 1.5.1 Effective July 1, 2010, 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 \$575 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 \$1,125 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 Internal Revenue Service (IRS) requirements for such accounts.
- 1.13 The contributions indicated in this Article 15 shall be paid to the Employer's group health and welfare plan.
- 1.14 Any cost of any premium for any Employer-offered employee or family insurance coverage in excess of the dollar amounts stated in this Article 15 shall be paid by the employee through payroll deduction.

SECTION 2. RETIREMENT HEALTH INSURANCE AND TRANSITIONAL BENEFIT

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

- 1.1 Employees hired into District service before January 1, 1996, must have completed the following service eligibility requirements with the District prior to retirement in order to be eligible for any payment of any insurance premium contribution by the District after retirement:
 - A. Be receiving pension benefits from PERA, St. Paul Teachers Retirement Association or other public employee retiree program at the time of retirement and have severed the employment relationship with the District;
 - B. Must be at least fifty-five (55) years of age and have completed twenty-five (25) years of service, or;
 - C. The combination of their age and their years of service must equal eighty-five (85) or more, or;
 - D. Must have completed at least thirty (30) years of service, or;
 - E. Must have completed at least twenty (20) consecutive years of service within the District immediately preceding retirement.Years of regular service with the City of Saint Paul will continue to be counted toward meeting the service requirement of this Subdivision 1.1 B, C or D, but not for 1.1 E.
- 1.2 Employees hired into District service after January 1, 1996, must have completed twenty (20) years of service with the District. Time with the City of Saint Paul will not be counted toward this twenty (20) year requirement.

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

1.3 Eligibility requirements for all retirees.

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

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, 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) plans 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 Subd. shall be made to the District 40 3(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 eligible upon separation of service to receive pension under provisions of the St. Paul Teachers Retirement Fund, the Public Employees Retirement Association (PERA) or other public employee pension program.
 - 16.2.2 The employee must be voluntarily separated from District employment or have been subject to separation by layoff or retirement. Those employees who are discharged for cause, misconduct, inefficiency, incompetence or any other disciplinary reason are not eligible for this severance pay program.
 - 16.2.3 For the purpose of this Severance Plan, a death of an employee shall be considered as separation of employment and, if the employee would have met all of the requirements set forth in this Section at the time of his or her death, contributions to the Severance Plan shall be made to the employee's estate.
- 16.3. Severance Pay
 - 16.3.1 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 (3) months prior to retirement will receive a District contribution of \$2,500 to the Severance Plan.
 - 16.3.2 Pay for Unused Sick Leave
 - 16.3.2.1 If an employee notifies the Human Resource Department three (3) months in advance of the date of retirement and requests severance pay and if the employee meets the eligibility requirements set forth in 16.2 above, he or she will receive a District contribution to the Severance Plan in an amount equal to \$125 for each day of accrued, unused sick leave, up to 140 days. In this instance, the maximum amount of severance pay will not exceed \$17,500.
 - 16.3.2.2 If an employee notifies the Human Resource Department in less than three (3) months in advance of the date of retirement and requests severance pay and if the employee meets the eligibility requirement set forth above, he or she will receive a District contribution to the Severance Plan in an amount equal to \$100 pay for each day of accrued, unused sick leave up to 150 days. In this instance, the maximum amount of severance pay will not exceed \$15,000.
 - 16.3.2.3 If exigent circumstances exist, such as a sudden illness/injury of the employee or immediate family member necessitating immediate retirement, and if the employee meets the eligibility requirements set forth above, he or she will receive a District contribution to the Severance Plan in an amount equal to \$125 pay for each day of accrued, unused sick leave up to 140 days.

ARTICLE 16. SEVERANCE PAY (continued)

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

ARTICLE 19. GRIEVANCE PROCEDURE

- 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 procedures 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 action(s) of the Agreement violated, and relief requested. Any alleged violation of the Agreement not reduced to writing by the Association within ten (10) workdays of the first occurrence of the event giving rise to the grievance, shall be considered waived.
- Step 2. Within ten (10) workdays after receiving the written grievance, a designated Employer supervisor shall meet with the Association steward and attempt to resolve the grievance. If, as a result of this meeting, the grievance remains unresolved, the Employer shall reply in writing to the Association within five (5) workdays following this meeting. The Association may refer the grievance in writing to Step 3 within ten (10) workdays following receipt of the Employer's written answer. Any grievance not referred in writing by the Association within ten (10) workdays following receipt of the Employer's answer shall be considered waived.

ARTICLE 19. GRIEVANCE PROCEDURE (continued)

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

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

- 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 picketing during existence of this Agreement without first using all possible means of peaceful settlement of any controversy which may arise. Employees engaging in same shall be liable for disciplinary action.

ARTICLE 22. MILEAGE

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

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

ARTICLE 23. SAVING CLAUSE

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

ARTICLE 24. DURATION AND EFFECTIVE DATE

- 24.1 Except as herein provided, this Agreement shall be effective as of January 1, 2010, and shall continue in full force and effect through December 31, 2011, 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.

Chief Business Officer

Negotiator, P.E.A.

Negotiations/Employee Relations Manager

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 1 | | | | | | | | | | | | |
| 1-2-10 | \$36,225 | \$38,055 | \$39,925 | \$41,970 | \$44,048 | \$46,294 | \$48,541 | \$50,195 | \$50,785 | \$53,581 | \$54,331 | \$54,581 |
| 7-3-10 | \$36,587 | \$38,436 | \$40,324 | \$42,390 | \$44,488 | \$46,757 | \$49,026 | \$50,697 | \$51,293 | \$54,117 | \$54,867 | \$55,117 |
| 1-1-11 | \$37,136 | \$39,013 | \$40,929 | \$43,026 | \$45,155 | \$47,458 | \$49,761 | \$51,457 | \$52,062 | \$54,929 | \$55,679 | \$55,929 |
| <u>Grade 5</u> | | | | | | | | | | | | |
| Graphic Artist 1 Grants Assistant Management Assistant 1 Technical Training Assistant | | | | | | | | | | | | |
| 1-2-10 | \$38,409 | \$40,417 | \$42,391 | \$44,504 | \$46,690 | \$49,062 | \$51,473 | \$53,226 | \$53,852 | \$56,817 | \$57,567 | \$57,817 |
| 7-3-10 | \$38,793 | \$40,821 | \$42,815 | \$44,949 | \$47,157 | \$49,553 | \$51,988 | \$53,758 | \$54,391 | \$57,385 | \$58,135 | \$58,385 |
| 1-1-11 | \$39,375 | \$41,433 | \$43,457 | \$45,623 | \$47,864 | \$50,296 | \$52,768 | \$54,564 | \$55,207 | \$58,246 | \$58,996 | \$59,246 |
| <u>Grade 7</u> | | | | | | | | | | | | |
| Accountant I Librarian I Public Information Specialist 2 Research Analyst I | | | | | | | | | | | | |
| 1-2-10 | \$40,806 | \$42,813 | \$44,998 | \$47,255 | \$49,580 | \$52,080 | \$54,663 | \$56,525 | \$57,189 | \$60,340 | \$61,090 | \$61,340 |
| 7-3-10 | \$41,214 | \$43,241 | \$45,448 | \$47,728 | \$50,076 | \$52,601 | \$55,210 | \$57,090 | \$57,761 | \$60,943 | \$61,693 | \$61,943 |
| 1-1-11 | \$41,832 | \$43,890 | \$46,130 | \$48,444 | \$50,827 | \$53,390 | \$56,038 | \$57,946 | \$58,627 | \$61,857 | \$62,607 | \$62,857 |
| <u>Grade 8</u> | | | | | | | | | | | | |
| Workforce Management 1 | | | | | | | | | | | | |
| 1-2-10 | \$42,038 | \$44,118 | \$46,267 | \$48,628 | \$51,056 | \$53,662 | \$56,312 | \$58,230 | \$58,915 | \$62,161 | \$62,911 | \$63,161 |
| 7-3-10 | \$42,458 | \$44,559 | \$46,730 | \$49,114 | \$51,567 | \$54,199 | \$56,875 | \$58,812 | \$59,504 | \$62,783 | \$63,533 | \$63,783 |
| 1-1-11 | \$43,095 | \$45,227 | \$47,431 | \$49,851 | \$52,341 | \$55,012 | \$57,728 | \$59,694 | \$60,397 | \$63,725 | \$64,475 | \$64,725 |
| <u>Grade 9</u> | | | | | | | | | | | | |
| Management Assistant 2 Accountability Assistant | | | | | | | | | | | | |
| 1-2-10 | \$43,272 | \$45,423 | \$47,711 | \$50,109 | \$52,611 | \$55,208 | \$57,960 | \$59,936 | \$60,641 | \$63,982 | \$64,732 | \$64,982 |
| 7-3-10 | \$43,705 | \$45,877 | \$48,188 | \$50,610 | \$53,137 | \$55,760 | \$58,540 | \$60,535 | \$61,247 | \$64,622 | \$65,372 | \$65,622 |

1-1-11 \$44,361 \$46,565 \$48,911 \$51,369 \$53,934 \$56,596 \$59,418 \$61,443 \$62,166 \$65,591 \$66,341 \$66,591
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 10

Contract Coordinator
 Energy Efficiency Coordinator
 Graphic Artist 2
 Human Resource Coordinator
 Research Analyst 2
 Security & Emergency Management Project Coordinator
 Student Information System Support Specialist
 Training Specialist

| | | | | | | | | | | | | |
|--------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| 1-2-10 | \$44,504 | \$46,760 | \$49,120 | \$51,587 | \$54,126 | \$56,897 | \$59,757 | \$61,794 | \$62,520 | \$65,965 | \$66,715 | \$66,965 |
| 7-3-10 | \$44,949 | \$47,228 | \$49,611 | \$52,103 | \$54,667 | \$57,466 | \$60,355 | \$62,412 | \$63,145 | \$66,625 | \$67,375 | \$67,625 |
| 1-1-11 | \$45,623 | \$47,936 | \$50,355 | \$52,885 | \$55,487 | \$58,328 | \$61,260 | \$63,348 | \$64,092 | \$67,624 | \$68,374 | \$68,624 |

Grade 11

Accountant 2
 Architect 1
 Energy & Sustainability Coordinator

| | | | | | | | | | | | | |
|--------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| 1-2-10 | \$45,913 | \$48,205 | \$50,600 | \$53,175 | \$55,781 | \$58,477 | \$61,555 | \$63,653 | \$64,401 | \$67,948 | \$68,698 | \$68,948 |
| 7-3-10 | \$46,372 | \$48,687 | \$51,106 | \$53,707 | \$56,339 | \$59,062 | \$62,171 | \$64,290 | \$65,045 | \$68,627 | \$69,377 | \$69,627 |
| 1-1-11 | \$47,068 | \$49,417 | \$51,873 | \$54,513 | \$57,184 | \$59,948 | \$63,104 | \$65,254 | \$66,021 | \$69,656 | \$70,406 | \$70,656 |

Grade 12

Benefits Specialist 2
 Human Rights Investigator
 Communications Specialist (effective 7/1/10)
 Nutrition Services Purchasing Analyst
 Safety Specialist
 Systems Analyst 1
 Technology Construction Project Coordinator
 Value Analyst 1
 Workforce Management Specialist 2

| | | | | | | | | | | | | |
|--------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| 1-2-10 | \$47,289 | \$49,616 | \$52,117 | \$54,724 | \$57,438 | \$60,420 | \$63,389 | \$65,547 | \$66,319 | \$69,972 | \$70,722 | \$70,972 |
| 7-3-10 | \$47,762 | \$50,112 | \$52,638 | \$55,271 | \$58,012 | \$61,024 | \$64,023 | \$66,202 | \$66,982 | \$70,672 | \$71,422 | \$71,672 |
| 1-1-11 | \$48,478 | \$50,864 | \$53,428 | \$56,100 | \$58,882 | \$61,939 | \$64,983 | \$67,195 | \$67,987 | \$71,732 | \$72,482 | \$72,732 |

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 13 | | | | | | | | | | | | |
| Business Operations & Systems Coordinator | | | | | | | | | | | | |
| Fund Development Specialist | | | | | | | | | | | | |
| Management Assistant 3 | | | | | | | | | | | | |
| 1-2-10 | \$48,701 | \$51,165 | \$53,631 | \$56,346 | \$59,235 | \$62,180 | \$65,220 | \$67,442 | \$68,237 | \$71,994 | \$72,744 | \$72,994 |
| 7-3-10 | \$49,188 | \$51,677 | \$54,167 | \$56,909 | \$59,827 | \$62,802 | \$65,872 | \$68,116 | \$68,919 | \$72,714 | \$73,464 | \$73,714 |
| 1-1-11 | \$49,926 | \$52,452 | \$54,980 | \$57,763 | \$60,724 | \$63,744 | \$66,860 | \$69,138 | \$69,953 | \$73,805 | \$74,555 | \$74,805 |
| Grade 14 | | | | | | | | | | | | |
| Ombudsperson | | | | | | | | | | | | |
| Research Analyst 3 | | | | | | | | | | | | |
| Recruitment and Diversity Specialist | | | | | | | | | | | | |
| Safety Program Specialist | | | | | | | | | | | | |
| Workforce Design Specialist | | | | | | | | | | | | |
| Workforce Management Specialist 3 | | | | | | | | | | | | |
| 1-2-10 | \$50,143 | \$52,646 | \$55,323 | \$58,037 | \$60,961 | \$64,014 | \$67,238 | \$69,529 | \$70,348 | \$74,222 | \$74,972 | \$75,222 |
| 7-3-10 | \$50,644 | \$53,172 | \$55,876 | \$58,617 | \$61,571 | \$64,654 | \$67,910 | \$70,224 | \$71,051 | \$74,964 | \$75,714 | \$75,964 |
| 1-1-11 | \$51,404 | \$53,970 | \$56,714 | \$59,496 | \$62,495 | \$65,624 | \$68,929 | \$71,277 | \$72,117 | \$76,088 | \$76,838 | \$77,088 |
| Grade 15 | | | | | | | | | | | | |
| Accountant 3 | | | | | | | | | | | | |
| Architect 2 | | | | | | | | | | | | |
| Facilities Maintenance Planner | | | | | | | | | | | | |
| Maintenance and Capital Improvement Planner | | | | | | | | | | | | |
| 1-2-10 | \$51,659 | \$54,197 | \$56,945 | \$59,764 | \$62,758 | \$65,990 | \$69,291 | \$71,652 | \$72,494 | \$76,487 | \$77,237 | \$77,487 |
| 7-3-10 | \$52,176 | \$54,739 | \$57,514 | \$60,362 | \$63,386 | \$66,650 | \$69,984 | \$72,369 | \$73,219 | \$77,252 | \$78,002 | \$78,252 |
| 1-1-11 | \$52,959 | \$55,560 | \$58,377 | \$61,267 | \$64,337 | \$67,650 | \$71,034 | \$73,455 | \$74,317 | \$78,411 | \$79,161 | \$79,411 |
| Grade 16 | | | | | | | | | | | | |
| Facilities Data Coordinator | | | | | | | | | | | | |
| Human Resource Consultant | | | | | | | | | | | | |
| Human Resource Information Management Analyst | | | | | | | | | | | | |
| Management Information Systems Analyst/Applications Support | | | | | | | | | | | | |
| Network Specialist | | | | | | | | | | | | |
| Systems Analyst 2 | | | | | | | | | | | | |
| Systems Support Specialist 3 | | | | | | | | | | | | |

Value Analyst 2

| | | | | | | | | | | | | |
|--------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| 1-2-10 | \$53,210 | \$55,889 | \$58,670 | \$61,594 | \$64,697 | \$67,932 | \$71,306 | \$73,735 | \$74,604 | \$78,713 | \$79,463 | \$79,713 |
| 7-3-10 | \$53,742 | \$56,448 | \$59,257 | \$62,210 | \$65,344 | \$68,611 | \$72,019 | \$74,472 | \$75,350 | \$79,500 | \$80,250 | \$80,500 |
| 1-1-11 | \$54,548 | \$57,295 | \$60,146 | \$63,143 | \$66,324 | \$69,640 | \$73,099 | \$75,589 | \$76,480 | \$80,693 | \$81,443 | \$81,693 |

Grade 17

Emergency Preparedness Coordinator
Operations Performance Enhancement Specialist

| | | | | | | | | | | | | |
|--------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| 1-2-10 | \$54,830 | \$57,508 | \$60,363 | \$63,427 | \$66,600 | \$70,016 | \$73,544 | \$76,049 | \$76,945 | \$81,183 | \$81,933 | \$82,183 |
| 7-3-10 | \$55,378 | \$58,083 | \$60,967 | \$64,061 | \$67,266 | \$70,716 | \$74,279 | \$76,809 | \$77,714 | \$81,995 | \$82,745 | \$82,995 |
| 1-1-11 | \$56,209 | \$58,954 | \$61,882 | \$65,022 | \$68,275 | \$71,777 | \$75,393 | \$77,961 | \$78,880 | \$83,225 | \$83,975 | \$84,225 |

Grade 18

Fund Development Coordinator
Human Resource Information Management Specialist
Information Systems Management Specialist
Public Relations Coordinator
Senior Budget Analyst
Senior Ombudsperson
Student Information System Support Analyst

| | | | | | | | | | | | | |
|--------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| 1-2-10 | \$56,416 | \$59,304 | \$62,230 | \$65,401 | \$68,642 | \$72,136 | \$75,632 | \$78,209 | \$79,128 | \$83,488 | \$84,238 | \$84,488 |
| 7-3-10 | \$56,980 | \$59,897 | \$62,852 | \$66,055 | \$69,328 | \$72,857 | \$76,388 | \$78,991 | \$79,919 | \$84,323 | \$85,073 | \$85,323 |
| 1-1-11 | \$57,835 | \$60,795 | \$63,795 | \$67,046 | \$70,368 | \$73,950 | \$77,534 | \$80,176 | \$81,118 | \$85,588 | \$86,338 | \$86,588 |

Grade 20

Architect III
Assessment Specialist
Mechanical Engineer 3
Systems Analyst 3

| | | | | | | | | | | | | |
|--------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| 1-2-10 | \$59,904 | \$62,899 | \$66,034 | \$69,348 | \$72,802 | \$76,449 | \$80,289 | \$83,023 | \$84,000 | \$88,628 | \$89,378 | \$89,628 |
| 7-3-10 | \$60,503 | \$63,528 | \$66,694 | \$70,041 | \$73,530 | \$77,213 | \$81,092 | \$83,853 | \$84,840 | \$89,514 | \$90,264 | \$90,514 |
| 1-1-11 | \$61,411 | \$64,481 | \$67,694 | \$71,092 | \$74,633 | \$78,371 | \$82,308 | \$85,111 | \$86,113 | \$90,857 | \$91,607 | \$91,857 |

Grade 22

Program Evaluator

| | | | | | | | | | | | | |
|--------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| 1-2-10 | \$63,533 | \$66,704 | \$70,052 | \$73,540 | \$77,205 | \$81,122 | \$85,163 | \$88,065 | \$89,101 | \$94,010 | \$94,760 | \$95,010 |
| 7-3-10 | \$64,168 | \$67,371 | \$70,753 | \$74,275 | \$77,977 | \$81,933 | \$86,015 | \$88,946 | \$89,992 | \$94,950 | \$95,700 | \$95,950 |
| 1-1-11 | \$65,131 | \$68,382 | \$71,814 | \$75,389 | \$79,147 | \$83,162 | \$87,305 | \$90,280 | \$91,342 | \$96,374 | \$97,124 | \$97,374 |

Grade 30

Network/Information Systems Administrator

| | | | | | | | | | | | | |
|--------|----------|----------|----------|----------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 1-2-10 | \$80,518 | \$84,501 | \$88,693 | \$93,169 | \$97,820 | \$102,688 | \$107,931 | \$111,608 | \$112,921 | \$119,143 | \$119,893 | \$120,143 |
|--------|----------|----------|----------|----------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|

| | | | | | | | | | | | | |
|--------|----------|----------|----------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 7-3-10 | \$81,323 | \$85,346 | \$89,580 | \$94,101 | \$98,798 | \$103,715 | \$109,010 | \$112,724 | \$114,050 | \$120,334 | \$121,084 | \$121,334 |
| 1-1-11 | \$82,543 | \$86,626 | \$90,924 | \$95,513 | \$100,280 | \$105,271 | \$110,645 | \$114,415 | \$115,761 | \$122,139 | \$122,889 | \$123,139 |

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 9 | Accountability Assistant |
| Grade 20 | Assessment Specialist |
| Grade 12 | Benefits Specialist 2 |
| Grade 13 | Business Operations and Systems Coordinator |
| Grade 10 | Contract Coordinator |
| Grade 17 | Emergency Preparedness Coordinator |
| Grade 10 | Energy Efficiency Coordinator |
| Grade 11 | Energy & Sustainability Coordinator (Effective 6/15/2010) |
| Grade 16 | Facilities Data Coordinator (Effective 6/15/2010) |
| Grade 15 | Facilities Maintenance Planner (Effective 6/15/2010) |
| Grade 3 | Fund Development Assistant |
| Grade 18 | Fund Development Coordinator |
| Grade 13 | Fund Development Specialist |
| Grade 16 | Human Resource Consultant (Effective 6/15/2010) |
| Grade 10 | Human Resource Coordinator (Effective 6/15/2010) |
| 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 17 | Operations Performance Enhancement Specialist (Effective 6/15/2010) |
| Grade 22 | Program Evaluator |
| Grade 18 | Public Relations Coordinator |
| Grade 14 | Recruitment and Diversity Specialist |
| Grade 14 | Safety Program Specialist |
| Grade 10 | Security and Emergency Management Project Coordinator |
| Grade 18 | Senior Ombudsperson |
| Grade 18 | Student Information System Support Analyst |
| Grade 10 | Student Information System Support Specialist |
| Grade 16 | Systems Support Specialist 3 |
| Grade 5 | Technical Training Assistant |
| Grade 12 | Technology Construction Project Coordinator |
| Grade 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, JULY 3, 2010
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 | 33,523 | 36,195 | 38,011 | 39,969 | 41,889 | 44,071 | 46,211 | 47,784 | 48,347 | 51,010 | 51,760 | 52,010 |
| 2 | 35,555 | 37,298 | 39,185 | 41,106 | 43,207 | 45,379 | 47,655 | 49,279 | 49,859 | 52,605 | 53,355 | 53,605 |
| 3 | 36,587 | 38,436 | 40,324 | 42,390 | 44,488 | 46,757 | 49,026 | 50,697 | 51,293 | 54,117 | 54,867 | 55,117 |
| 4 | 37,690 | 39,540 | 41,571 | 43,668 | 45,840 | 48,099 | 50,543 | 52,265 | 52,880 | 55,794 | 56,544 | 56,794 |
| 5 | 38,793 | 40,821 | 42,815 | 44,949 | 47,157 | 49,553 | 51,988 | 53,758 | 54,391 | 57,385 | 58,135 | 58,385 |
| 6 | 40,004 | 42,032 | 44,131 | 46,303 | 48,580 | 51,078 | 53,578 | 55,404 | 56,055 | 59,144 | 59,894 | 60,144 |
| 7 | 41,214 | 43,241 | 45,448 | 47,728 | 50,076 | 52,601 | 55,210 | 57,090 | 57,761 | 60,943 | 61,693 | 61,943 |
| 8 | 42,458 | 44,559 | 46,730 | 49,114 | 51,567 | 54,199 | 56,875 | 58,812 | 59,504 | 62,783 | 63,533 | 63,783 |
| 9 | 43,705 | 45,877 | 48,188 | 50,610 | 53,137 | 55,760 | 58,540 | 60,535 | 61,247 | 64,622 | 65,372 | 65,622 |
| 10 | 44,949 | 47,228 | 49,611 | 52,103 | 54,667 | 57,466 | 60,355 | 62,412 | 63,145 | 66,625 | 67,375 | 67,625 |
| 11 | 46,372 | 48,687 | 51,106 | 53,707 | 56,339 | 59,062 | 62,171 | 64,290 | 65,045 | 68,627 | 69,377 | 69,627 |
| 12 | 47,762 | 50,112 | 52,638 | 55,271 | 58,012 | 61,024 | 64,023 | 66,202 | 66,982 | 70,672 | 71,422 | 71,672 |
| 13 | 49,188 | 51,677 | 54,167 | 56,909 | 59,827 | 62,802 | 65,872 | 68,116 | 68,919 | 72,714 | 73,464 | 73,714 |
| 14 | 50,644 | 53,172 | 55,876 | 58,617 | 61,571 | 64,654 | 67,910 | 70,224 | 71,051 | 74,964 | 75,714 | 75,964 |
| 15 | 52,176 | 54,739 | 57,514 | 60,362 | 63,386 | 66,650 | 69,984 | 72,369 | 73,219 | 77,252 | 78,002 | 78,252 |
| 16 | 53,742 | 56,448 | 59,257 | 62,210 | 65,344 | 68,611 | 72,019 | 74,472 | 75,350 | 79,500 | 80,250 | 80,500 |
| 17 | 55,378 | 58,083 | 60,967 | 64,061 | 67,266 | 70,716 | 74,279 | 76,809 | 77,714 | 81,995 | 82,745 | 82,995 |
| 18 | 56,980 | 59,897 | 62,852 | 66,055 | 69,328 | 72,857 | 76,388 | 78,991 | 79,919 | 84,323 | 85,073 | 85,323 |
| 19 | 58,687 | 61,641 | 64,737 | 67,978 | 71,429 | 74,926 | 78,721 | 81,404 | 82,360 | 86,896 | 87,646 | 87,896 |
| 20 | 60,503 | 63,528 | 66,694 | 70,041 | 73,530 | 77,213 | 81,092 | 83,853 | 84,840 | 89,514 | 90,264 | 90,514 |
| 21 | 62,284 | 65,416 | 68,691 | 72,177 | 75,700 | 79,536 | 83,534 | 86,380 | 87,396 | 92,212 | 92,962 | 93,212 |
| 22 | 64,168 | 67,371 | 70,753 | 74,275 | 77,977 | 81,933 | 86,015 | 88,946 | 89,992 | 94,950 | 95,700 | 95,950 |
| 23 | 66,137 | 69,402 | 72,830 | 76,555 | 80,327 | 84,439 | 88,645 | 91,665 | 92,744 | 97,852 | 98,602 | 98,852 |
| 24 | 68,050 | 71,500 | 75,059 | 78,796 | 82,785 | 86,906 | 91,201 | 94,308 | 95,417 | 100,673 | 101,423 | 101,673 |
| 25 | 70,149 | 73,636 | 77,265 | 81,146 | 85,203 | 89,556 | 93,976 | 97,179 | 98,322 | 103,740 | 104,490 | 104,740 |
| 26 | 72,282 | 75,771 | 79,652 | 83,636 | 87,799 | 92,242 | 96,791 | 100,089 | 101,266 | 106,845 | 107,595 | 107,845 |
| 27 | 74,382 | 78,119 | 81,999 | 86,127 | 90,433 | 94,965 | 99,716 | 103,114 | 104,326 | 110,072 | 110,822 | 111,072 |
| 28 | 76,625 | 80,471 | 84,528 | 88,655 | 93,103 | 97,870 | 102,715 | 106,215 | 107,463 | 113,385 | 114,135 | 114,385 |
| 29 | 78,939 | 82,853 | 86,981 | 91,394 | 95,951 | 100,774 | 105,788 | 109,391 | 110,678 | 116,775 | 117,525 | 117,775 |
| 30 | 81,323 | 85,346 | 89,580 | 94,101 | 98,798 | 103,715 | 109,010 | 112,724 | 114,050 | 120,334 | 121,084 | 121,334 |
| 31 | 83,744 | 87,943 | 92,320 | 96,912 | 101,752 | 106,909 | 112,216 | 116,038 | 117,403 | 123,871 | 124,621 | 124,871 |
| 32 | 86,200 | 90,577 | 95,097 | 99,866 | 104,814 | 110,141 | 115,564 | 119,502 | 120,908 | 127,568 | 128,318 | 128,568 |
| 33 | 88,797 | 93,281 | 97,944 | 102,891 | 107,981 | 113,444 | 119,081 | 123,138 | 124,587 | 131,449 | 132,199 | 132,449 |
| 34 | 91,468 | 96,093 | 100,896 | 105,918 | 111,219 | 116,821 | 122,710 | 126,892 | 128,385 | 135,456 | 136,206 | 136,456 |
| 35 | 94,241 | 99,012 | 103,888 | 109,086 | 114,530 | 120,378 | 126,341 | 130,642 | 132,180 | 139,462 | 140,212 | 140,462 |
| 36 | 97,055 | 101,896 | 107,020 | 112,394 | 117,980 | 123,935 | 130,078 | 134,511 | 136,092 | 143,590 | 144,340 | 144,590 |
| 37 | 99,972 | 104,955 | 110,187 | 115,738 | 121,505 | 127,675 | 134,003 | 138,569 | 140,200 | 147,923 | 148,673 | 148,923 |
| 38 | 102,999 | 108,124 | 113,533 | 119,192 | 125,171 | 131,520 | 138,002 | 142,703 | 144,384 | 152,335 | 153,085 | 153,335 |
| 39 | 106,063 | 111,362 | 116,914 | 122,821 | 128,942 | 135,406 | 142,188 | 147,031 | 148,761 | 156,956 | 157,706 | 157,956 |
| 40 | 109,263 | 114,744 | 120,473 | 126,416 | 132,822 | 139,765 | 146,447 | 151,434 | 153,216 | 161,657 | 162,407 | 162,657 |
| 41 | 112,500 | 118,158 | 124,030 | 130,222 | 136,737 | 143,900 | 150,779 | 155,914 | 157,749 | 166,438 | 167,188 | 167,438 |
| 42 | 115,916 | 121,646 | 127,733 | 134,104 | 140,829 | 148,220 | 155,332 | 160,624 | 162,515 | 171,466 | 172,216 | 172,466 |
| 43 | 119,336 | 125,349 | 131,577 | 138,161 | 145,101 | 152,686 | 159,998 | 165,449 | 167,395 | 176,616 | 177,366 | 177,616 |
| 44 | 122,927 | 129,085 | 135,563 | 142,362 | 149,443 | 157,259 | 164,811 | 170,425 | 172,431 | 181,929 | 182,679 | 182,929 |
| 45 | 126,666 | 132,963 | 139,584 | 146,549 | 153,892 | 161,942 | 169,737 | 175,518 | 177,584 | 187,365 | 188,115 | 188,365 |

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 1, 2011
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 | 35,041 | 36,738 | 38,581 | 40,569 | 42,517 | 44,732 | 46,904 | 48,501 | 49,072 | 51,775 | 52,525 | 52,775 |
| 2 | 36,088 | 37,857 | 39,773 | 41,723 | 43,855 | 46,060 | 48,370 | 50,018 | 50,607 | 53,394 | 54,144 | 54,394 |
| 3 | 37,136 | 39,013 | 40,929 | 43,026 | 45,155 | 47,458 | 49,761 | 51,457 | 52,062 | 54,929 | 55,679 | 55,929 |
| 4 | 38,255 | 40,133 | 42,195 | 44,323 | 46,528 | 48,820 | 51,301 | 53,049 | 53,673 | 56,631 | 57,381 | 57,631 |
| 5 | 39,375 | 41,433 | 43,457 | 45,623 | 47,864 | 50,296 | 52,768 | 54,564 | 55,207 | 58,246 | 58,996 | 59,246 |
| 6 | 40,604 | 42,662 | 44,793 | 46,998 | 49,309 | 51,844 | 54,382 | 56,235 | 56,896 | 60,031 | 60,781 | 61,031 |
| 7 | 41,832 | 43,890 | 46,130 | 48,444 | 50,827 | 53,390 | 56,038 | 57,946 | 58,627 | 61,857 | 62,607 | 62,857 |
| 8 | 43,095 | 45,227 | 47,431 | 49,851 | 52,341 | 55,012 | 57,728 | 59,694 | 60,397 | 63,725 | 64,475 | 64,725 |
| 9 | 44,361 | 46,565 | 48,911 | 51,369 | 53,934 | 56,596 | 59,418 | 61,443 | 62,166 | 65,591 | 66,341 | 66,591 |
| 10 | 45,623 | 47,936 | 50,355 | 52,885 | 55,487 | 58,328 | 61,260 | 63,348 | 64,092 | 67,624 | 68,374 | 68,624 |
| 11 | 47,068 | 49,417 | 51,873 | 54,513 | 57,184 | 59,948 | 63,104 | 65,254 | 66,021 | 69,656 | 70,406 | 70,656 |
| 12 | 48,478 | 50,864 | 53,428 | 56,100 | 58,882 | 61,939 | 64,983 | 67,195 | 67,987 | 71,732 | 72,482 | 72,732 |
| 13 | 49,926 | 52,452 | 54,980 | 57,763 | 60,724 | 63,744 | 66,860 | 69,138 | 69,953 | 73,805 | 74,555 | 74,805 |
| 14 | 51,404 | 53,970 | 56,714 | 59,496 | 62,495 | 65,624 | 68,929 | 71,277 | 72,117 | 76,088 | 76,838 | 77,088 |
| 15 | 52,959 | 55,560 | 58,377 | 61,267 | 64,337 | 67,650 | 71,034 | 73,455 | 74,317 | 78,411 | 79,161 | 79,411 |
| 16 | 54,548 | 57,295 | 60,146 | 63,143 | 66,324 | 69,640 | 73,099 | 75,589 | 76,480 | 80,693 | 81,443 | 81,693 |
| 17 | 56,209 | 58,954 | 61,882 | 65,022 | 68,275 | 71,777 | 75,393 | 77,961 | 78,880 | 83,225 | 83,975 | 84,225 |
| 18 | 57,835 | 60,795 | 63,795 | 67,046 | 70,368 | 73,950 | 77,534 | 80,176 | 81,118 | 85,588 | 86,338 | 86,588 |
| 19 | 59,567 | 62,566 | 65,708 | 68,998 | 72,500 | 76,050 | 79,902 | 82,625 | 83,595 | 88,199 | 88,949 | 89,199 |
| 20 | 61,411 | 64,481 | 67,694 | 71,092 | 74,633 | 78,371 | 82,308 | 85,111 | 86,113 | 90,857 | 91,607 | 91,857 |
| 21 | 63,218 | 66,397 | 69,721 | 73,260 | 76,836 | 80,729 | 84,787 | 87,676 | 88,707 | 93,595 | 94,345 | 94,595 |
| 22 | 65,131 | 68,382 | 71,814 | 75,389 | 79,147 | 83,162 | 87,305 | 90,280 | 91,342 | 96,374 | 97,124 | 97,374 |
| 23 | 67,129 | 70,443 | 73,922 | 77,703 | 81,532 | 85,706 | 89,975 | 93,040 | 94,135 | 99,320 | 100,070 | 100,320 |
| 24 | 69,071 | 72,573 | 76,185 | 79,978 | 84,027 | 88,210 | 92,569 | 95,723 | 96,848 | 102,183 | 102,933 | 103,183 |
| 25 | 71,201 | 74,741 | 78,424 | 82,363 | 86,481 | 90,899 | 95,386 | 98,637 | 99,797 | 105,296 | 106,046 | 106,296 |
| 26 | 73,366 | 76,908 | 80,847 | 84,891 | 89,116 | 93,626 | 98,243 | 101,590 | 102,785 | 108,448 | 109,198 | 109,448 |
| 27 | 75,498 | 79,291 | 83,229 | 87,419 | 91,789 | 96,389 | 101,212 | 104,661 | 105,891 | 111,723 | 112,473 | 112,723 |
| 28 | 77,774 | 81,678 | 85,796 | 89,985 | 94,500 | 99,338 | 104,256 | 107,808 | 109,075 | 115,086 | 115,836 | 116,086 |
| 29 | 80,123 | 84,096 | 88,286 | 92,765 | 97,390 | 102,286 | 107,375 | 111,032 | 112,338 | 118,527 | 119,277 | 119,527 |
| 30 | 82,543 | 86,626 | 90,924 | 95,513 | 100,280 | 105,271 | 110,645 | 114,415 | 115,761 | 122,139 | 122,889 | 123,139 |
| 31 | 85,000 | 89,262 | 93,705 | 98,366 | 103,278 | 108,513 | 113,899 | 117,779 | 119,164 | 125,729 | 126,479 | 126,729 |
| 32 | 87,493 | 91,936 | 96,523 | 101,364 | 106,386 | 111,793 | 117,297 | 121,295 | 122,722 | 129,482 | 130,232 | 130,482 |
| 33 | 90,129 | 94,680 | 99,413 | 104,434 | 109,601 | 115,146 | 120,867 | 124,985 | 126,456 | 133,421 | 134,171 | 134,421 |
| 34 | 92,840 | 97,534 | 102,409 | 107,507 | 112,887 | 118,573 | 124,551 | 128,795 | 130,311 | 137,488 | 138,238 | 138,488 |
| 35 | 95,655 | 100,497 | 105,446 | 110,722 | 116,248 | 122,184 | 128,236 | 132,602 | 134,163 | 141,554 | 142,304 | 142,554 |
| 36 | 98,511 | 103,424 | 108,625 | 114,080 | 119,750 | 125,794 | 132,029 | 136,529 | 138,133 | 145,744 | 146,494 | 146,744 |
| 37 | 101,472 | 106,529 | 111,840 | 117,474 | 123,328 | 129,590 | 136,013 | 140,648 | 142,303 | 150,142 | 150,892 | 151,142 |
| 38 | 104,544 | 109,746 | 115,236 | 120,980 | 127,049 | 133,493 | 140,072 | 144,844 | 146,550 | 154,620 | 155,370 | 155,620 |
| 39 | 107,654 | 113,032 | 118,668 | 124,663 | 130,876 | 137,437 | 144,321 | 149,236 | 150,992 | 159,310 | 160,060 | 160,310 |
| 40 | 110,902 | 116,465 | 122,280 | 128,312 | 134,814 | 141,861 | 148,644 | 153,706 | 155,514 | 164,082 | 164,832 | 165,082 |
| 41 | 114,188 | 119,930 | 125,890 | 132,175 | 138,788 | 146,059 | 153,041 | 158,253 | 160,115 | 168,935 | 169,685 | 169,935 |
| 42 | 117,655 | 123,471 | 129,649 | 136,116 | 142,941 | 150,443 | 157,662 | 163,033 | 164,953 | 174,038 | 174,788 | 175,038 |
| 43 | 121,126 | 127,229 | 133,551 | 140,233 | 147,278 | 154,976 | 162,398 | 167,931 | 169,906 | 179,265 | 180,015 | 180,265 |
| 44 | 124,771 | 131,021 | 137,596 | 144,497 | 151,685 | 159,618 | 167,283 | 172,981 | 175,017 | 184,658 | 185,408 | 185,658 |
| 45 | 128,566 | 134,957 | 141,678 | 148,747 | 156,200 | 164,371 | 172,283 | 178,151 | 180,248 | 190,175 | 190,925 | 191,175 |

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.

MEMORANDUM OF AGREEMENT
Post Employment Health Insurance

This Memorandum of Agreement is by and between the Board of Education, Independent School District No. 625 (hereinafter "District"); and the Professional Employees Association, Inc. (hereinafter "Association"), exclusive representative for Professional Employees. It is entered into for the exclusive purpose of setting forth a sunset to post-employment retirement benefits for future employees.

Pertinent Facts

- Saint Paul Public Schools will qualify to levy for 2011-12 funds to assist with the District's obligation to pay for post-employment retirement benefits if future employees are ineligible for all district contributions for health insurance premiums upon retirement.
- The 2008-2009 labor agreement between the parties contains a sunset on district contributions for health insurance after a retiree reaches Medicare eligibility. The agreement does not contain a sunset for district contributions toward health insurance prior to Medicare eligibility.
- In order to qualify for the levy, the parties must agree to a sunset provision that provides no health insurance (pre- and post-Medicare eligible) for all future employees.

Terms and Conditions of Employment specific to:

- The labor agreement between the District and the Association establishes all of the terms and conditions for retirement benefits, and its terms are not voided or diminished for any current employee by any supplementary provision herein stated.
- The amendment herein stated pertains only to future new employees.
- The parties agree to add the following language to Article 15, Section 2, Subd. 1.3, Eligibility Requirements for All Retirees, of the 2010-11 agreement:
 - 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.
- The parties agree to add the following new language to Article 15, Section 2, new Subd. 5.1, to the 2010-11 agreement:

Memorandum of Agreement
Post-Employment Health Insurance
April 2010

Employees hired in the District on or after January 1, 2014, shall be eligible for \$200 per year employer match in addition to the match amount provided in this section for employees hired after January 1, 1996.

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

- The District will request an Attorney General's opinion on the necessity of the January 1, 2014, sunset provision set forth herein. In the event the Attorney General's opinion determines such sunset provision is not necessary in order to qualify the District to levy under M.S. 126C.41, Subd. 2(b), this agreement is null and void.

Duration

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

INDEPENDENT SCHOOL DISTRICT NO .
625

PROFESSIONAL EMPLOYEES
ASSOCIATION, INC.

Elona Street-Stewart
Chair, Board of Education

President
Professional Employees Association, Inc.

Michael Baumann
Chief Business Officer

PEA Legal Counsel

Susan Gutbrod
Negotiations/Employee Relations Manager

Date

Date

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 2010-2011 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.

