



# Professional Employees Association

CITY OF SAINT PAUL & INDEPENDENT SCHOOL DISTRICT NO. 625

[www.peaonline.org](http://www.peaonline.org)

**Professional View**

**January – March 2014**

## **From the President's Desk – 1st Quarter 2014**

*by Karin Anderson, President*

“Cold enough for you?” Not a very funny comment this nasty winter. Will we ever see a morning above 18 degrees below zero? I confess, it is difficult to get excited about this new year with the sub-zero temperatures just dragging on and on and on. It seems there aren't many pockets of warmth.

Your PEA Executive Committee is one of those warm pockets for me right now. Ok, I know that sounds pretty dorky, but I do mean it! Last year was a difficult year of transition for the Executive Committee. We were grieving the loss of John Blackstone; I was trying to learn the ropes of being your president; we lost the service of Brian Krawiecki and then Paul Hogrefe.

From a strong Executive Committee of 7 officers, we quickly dwindled to just 4 – Treasurer Annette Evans, Personnel Committee Chair Julie Kraus, School District Negotiations Committee Chair David Peterson, and me, President. Everyone was pulling more than their fair share – I was grateful they were all willing to do whatever had to be done to do the best job for you and our union. And, thank goodness we were each well served by the excellent legal counsel of Mike and Tammy Wilde.

Now, following our elections last December the board is back up to its full capacity of Officers. And they are a group to be excited about! Let me quickly introduce your current Executive Committee:

Vice President Regina Etoll is a resourceful Legal Assistant from the Criminal Division of the City Attorney's Office. Recently Regina was the Steward for many of us in the Court House. Regina is someone I know I can send any project

her way and she will willingly accept the challenge and “take care of business.” She is a strong addition to your Executive Committee.

Treasurer Annette Evans is serving her 2nd year on PEA's Executive Committee. Annette is an Accountant from the School District and, I have to say, I like her style. Our financial situation is growing stronger and Annette has our “books” current, correct, clean – she helps us know where we've come from and where we are going. She is an excellent treasurer and an insightful Executive Committee member.

Secretary Sara Nurmela you already know as our newsletter editor. Sara is currently a Labor Standards Specialist with HREEO, but previously was a Graphic Artist for the City. I was so pleased when Sara agreed to serve on the Executive Committee because she brings so much creativity with her. She will be instrumental in helping the Executive Committee move forward on how we communicate with you, our members. I know she's already “off & running” on creative, fun and smart ideas!

Personnel Committee Chair Julie Kraus is another colleague of mine from the City Attorney's Office. She is a Legal Assistant from our Civil Division. Julie has really gotten on top of our membership records. She is super organized, a quick study, and works hard. She's keeping our stewards aware of who is new in their areas and focusing on helping School District and City PEA employees see the value and benefits of being a full member. Julie also stepped up last year and took meeting notes and helped out whenever she could on jobs that had to get done.

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School District Negotiations Committee Chair David Peterson is also an Accountant from the School District. Right now he is in full swing with his negotiations committee. David has always been a steadfast leader for PEA. When we needed help he took over the treasurer duties before Annette came on board, and, as a long serving member on the Executive Committee he has incredible institutional knowledge and helps keep me centered on what we are trying to accomplish.

City Negotiations Committee Chair Justine Roe is a Water Quality Specialist at St. Paul Regional Water Services. She was a great and active Steward for PEA in the Water Department and has served you in the past on a couple of committees. She doesn't know this, but I think of her as an untapped powerhouse! She's nice, sometimes quiet, and has a sympathetic understanding of people.

Luckily for Justine, City negotiations are not in full swing as I will soon swamp her with notes and ideas from our past negotiations and thoughts from City members on where we may want to go with our next negotiations!

That's it! A wonderful team. We are lucky to have them. Thank you for electing these fine people and me to serve you as the 2014 PEA Executive Committee. This will be a wonderful year!

The following members have recently moved on from their PEA positions –  
Thank you for your service!  
Paul Hogrefe, Brian Krawiecki,  
Fong Lor, Paula Peterson,  
Gale Hawkinson, Marsha Panos

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## **School District PEA negotiation update**

*by David Peterson*

The School District negotiation team consists of School District Negotiation Chair David Peterson, Legal Counsel Mike Wilde, Annette Evans, George Simon, Jim Langevin, Maia Sierra, Kristin Johnson, and Todd Larson

The team is negotiating a PEA and school district bargaining agreement for the 2014 and 2015 calendar years. Terms of the previous bargaining agreement continue until a new bargaining agreement is agreed to by PEA and the School District.

The negotiation team has started meeting in preparation for negotiations with the school district. Most recently, on January 13th the negotiation team met to review the “bargaining agreement negotiation process and cycle”.

Also, at the January 23rd General School District PEA membership meeting negotiation topics

were discussed, along with a review of some of the PEA negotiation survey results.

The negotiation team is monitoring the School District's negotiation with other bargaining units, and taking note of PEA's previous bargaining agreement terms compared to terms for similar unions.

School District PEA members will hear more from us as the negotiation process progresses.

If you have any questions or comments, feel free to contact me.

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cell phone: 651-447-0216



# Make the Most of Your Collective Bargaining Agreement

by Tammy Wilde, Legal Counsel

The vast majority of the workers in Minnesota have “at will” employment arrangements with their employer. This essentially means that these employees can be terminated by their employer without notice – for any reason, or for no reason at all. If you receive this quarterly newsletter, you are a bit more fortunate than all those “at will” employees at least in this respect: as a member of the Professional Employees Association of St. Paul, you work under and are protected by the terms of a negotiated contract known as a collective bargaining agreement (CBA). Now, this may be pretty basic information for many of you, but it’s helpful to go back to basics from time to time, especially if it can increase awareness and active participation.

As most of you know, there are two separate contracts for PEA members, one with the St. Paul Public Schools and the other with the City of St. Paul. Both of these CBAs can be found online

at [www.peaonline.org/contracts.html](http://www.peaonline.org/contracts.html). You are encouraged to read the PEA contract that applies to you in your current position as a PEA member. It is important to read your CBA to increase awareness of the benefits and protections to which you are entitled. You may not understand the entire contract, but you will probably glean some helpful information. The thing to remember is that the CBA is a living document that can potentially be changed, if you identify a problem or an omission, approximately every two years.

In the last few years as PEA Co-Legal Counsel, I have helped educate members about their rights, and I have worked to enforce the terms of the CBAs. In addition to retirement and health insurance benefits, some of the crucial rights, benefits and protections included in the respective contracts for PEA members are as follows, and these are just a few of the highlights:

## City of St. Paul Collective Bargaining Agreement

### ARTICLE 11 – LEAVE OF ABSENCE

11.1 A twelve (12) month parental leave of absence without pay shall be granted to a natural parent or an adoptive parent, who requests such leave in conjunction with the birth or adoption of a child. Such leave may be extended an additional twelve (12) months by mutual agreement between the employee and the Employer. Refusal on the part of the Employer to grant an extension of such leave shall not be subject to the provisions of Article 19 of this Agreement.

Employees who return following such leaves of absence shall be placed in a position of equivalent salary and tenure as the one held just prior to the beginning of their leave.

11.2 Leave of absence for the adoption of a child or for paternity leave shall be in accordance with applicable laws.

11.3 In case of an employee adoption of a child up to five (5) years of age, employees shall be permitted to carry over into the following fiscal year up to eighty (80) additional hours of accrued vacation time each year up to a total of two hundred forty (240) hours. This Article 11.3 shall apply only to one City employee in the event that both adoptive parents are City employees.

11.4 A full-time employee may be granted up to four hundred eighty (480) hours of voluntary leave of absence without pay during the fiscal year. During such leave of absence, the employee shall continue to earn and accrue vacation and sick leave, seniority credits and maintain insurance eligibility as though he/she was on the payroll. Any leave of absence granted under this provision is subject to the approval of the Department Head.

*Make the Most of Your CBA continued on page 4*

**ARTICLE 13 – SENIORITY**

13.1 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.

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

13.3 In the event it is determined by the Employer that it is necessary to reduce the work force, employees will be laid off by class title within each Department based on inverse length of seniority as defined in Article 13.1 above. The Human Resources Department will identify such least senior employee in the title in which there is to be a lay-off in the Department reducing positions, and shall notify said employee of his/her reduction from the Department. If there are any vacancies in that title in any other City Department, the Human Resources Department shall place the affected employee in such vacancy. If two or more vacant positions are available, the Human Resources Department shall decide which vacant position the affected employee shall fill.

In cases where there are promotional series, such as Engineer I, II, III, or Grants Assistant, Grant Specialist, Grants Manager, 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.

If no vacancy exists in such title, then the least senior employee in the City in such title shall be identified, and if the employee affected by the original Departmental reduction is more senior, he/she shall have the right to claim that position and the least senior employee in the City, in that title, shall be laid off. For the purpose of this Article, the Independent School District No. 625 is not considered a City Department nor is an Independent School District No. 625 employee considered a City employee.

13.4 Recall from layoff shall be in inverse order of layoff, except that recall rights shall expire after two years of layoff. It is understood that such employees will pick up their former seniority date in any class that they previously held and any unused sick leave.

13.5 To the extent possible, vacation period shall be assigned on the basis of seniority. It is understood, however, that vacation assignment shall be subject to the ability of the Employer to maintain operations.

13.6 In the event the Employer believes it is necessary to merge, contract out or sub-contract any public work performed by employees covered by this Agreement which may lead to layoff, the Employer will notify the Union no less than forty-five (45) calendar days in advance. During the forty-five (45) days, the Employer will meet with the Union and discuss possible options to contracting out or ways and means to minimize the elimination of positions.

**ARTICLE 18 – DISCIPLINE**

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

- (1) Oral Reprimand (2) Written Reprimand (3) Suspension (4) Reduction (5) Discharge

The listing above of 18.1 (1) through 18.1 (5) does not indicate that such forms of discipline must be progressive and in such order for any one employee.

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, reduction, and discharge.

## **St. Paul School District Collective Bargaining Agreement**

### **ARTICLE 7. SENIORITY**

7.1 Seniority, for the purpose of this Agreement, shall be defined as follows: The length of continuous, regular, and probationary service with the Employer from the date an employee was first certified and appointed to a class title covered by this Agreement, it being further understood that seniority is confined to the current class assignment held by an employee. In cases where two or more employees are appointed to the same class title on the same date, the seniority shall be determined by the employee's rank on the eligible list from which certification was made.

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

7.3 In the event it is determined by the Employer that it is necessary to reduce the workforce, employees will be laid off by class title within each department based on inverse length of seniority as defined above. **Before layoffs are implemented the Employer agrees to seek voluntary layoffs, provided the remaining less senior employee(s) are qualified to perform the work otherwise assigned to the individual electing voluntary layoff. Human Resources will determine whether or not the less senior employee is qualified to perform the work. Exercising this option does not disqualify the separated employee from an unemployment insurance benefit claim.**

7.4 In cases where there are promotional series, such as Accountant I, II, III, etc., when the number of employees in the higher titles is to be reduced, employees will be offered reductions to the highest title to which class seniority would keep them from being laid off, before layoffs are made by any class title in any department. When staff reductions occur, an employee does not have to have held a lower level position within a series to be eligible to bump a less senior employee within that series or to be eligible for a lower level vacancy with that series.

7.5 Recall from layoff shall be in inverse order of layoff, except that recall rights shall expire after two (2) years of layoff. It is understood that such employees will pick up their former seniority date in any class of positions that the employee previously held.

7.6 To the extent possible, vacation period shall be assigned on the basis of seniority. It is, however, understood that vacation assignment shall be subject to the ability of the Employer to maintain operations.

### **ARTICLE 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.
- 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 M.S. § 179A.20, Subd. 4. This provision is not intended to abrogate rights of veterans pursuant to statute.

In addition, PEA members enjoy some additional benefits that make their jobs easier day-to-day and help them cultivate professionalism in their careers, including reimbursements for safety footwear, mileage, continuing education tuition for licensure or registration and professional growth.

The truth is that the PEA contracts are not worth the paper they are printed on, unless we work together to uphold and enforce the contract terms as challenges arise in the City or the School District. If you think one of your contract rights may have been violated, or a benefit denied, contact your PEA Steward or PEA Legal Counsel. We can help you talk to your supervisor and often resolve the matter quickly and congenially. For more persistent or serious employment situations, the PEA contracts provide for a grievance procedure and,

even, mediation and arbitration hearings. PEA Legal Counsel generally manages the grievance and arbitration processes for PEA members, as needed. In the event you would like to see a change to any of the terms of your contract, contact your Negotiations Chair on the PEA Executive Board. The City Negotiations Chair is Justine Roe. The School District Negotiations Chair is David Peterson, and PEA will begin negotiating a new CBA with the School District in 2014.

In order for PEA to offer its members the highest quality representation, those members must know what is in their contract. Only then can members exercise their contractual rights, enjoy the full benefits and protections afforded them and make the most of their collective bargaining agreements.



## **Important Wellness Plan Info for City PEA Members**

In order to be eligible for the wellness plan incentive for 2015, your health assessment information must be received **by February 28, 2014**. For additional information and other wellness plan deadlines, view the Healthy Saint Paul website at <http://healthy.stpaul.gov>

# Stewards & Executive Committee Meeting & Dinner

*Tuesday, March 4, 2014*

**Location:** Joseph's Grill  
140 South Wabasha • 651-222-2435

**Social Time:** 5:00-5:30 PM

**Meeting:** 5:30-7:00 PM

**Dinner:** 6:00-6:30 PM

**Reservations required:** RSVP to Regina at [regina.etoll@ci.stpaul.mn.us](mailto:regina.etoll@ci.stpaul.mn.us)  
Please plan to arrive before 5:30 PM so we can order promptly and start eating around 6:00 PM. Dinner selections will be made from Joseph's menu; your dinner may include a non-alcoholic beverage of your choice. The meeting will be suspended when dinner is served so we can all enjoy our meal together.

#### AGENDA:

1. Greetings & Introductions
2. Secretary's Report
3. Treasurer's Report
4. Legal Counsel's Report
5. President's Report
6. Committee Reports
  - a. Personnel
  - b. City Negotiations
  - c. District Negotiations
7. Adjournment of Combined Meeting

The Executive Committee will hold a short meeting of the board following the adjournment of the Combined Meeting.

## PEA Calendar of Events 2014

Wednesday, June 4, 2014 ..... General Membership Meeting, Joseph's  
Wednesday, September 4, 2014 ..... Board & Steward Meeting, Joseph's  
Tuesday, December 9, 2014 ..... General Membership Meeting, Mancini's

## Executive Committee

<b>President</b>	<b>Karin Anderson</b> <i>karin.anderson@ci.stpaul.mn.us</i>	CAO – 750 City Hall, 15 Kellogg Blvd. W., 55102	651-266-8765
<b>Vice President</b>	<b>Regina Etoll</b> <i>regina.etoll@ci.stpaul.mn.us</i>	CAO – 500 City Hall, 15 Kellogg Blvd. W., 55102	651-266-8726
<b>Treasurer</b>	<b>Annette Evans</b> <i>annette.evans@spps.org</i>	SCHOOLS – 360 Colborne, 55102	651-767-8265
<b>Secretary</b>	<b>Sara Nurmela</b> <i>peanewsletter@gmail.com</i>	HREEO – 280 City Hall, 15 Kellogg Blvd. W., 55102	651-266-8974
<b>Personnel</b>	<b>Julie Kraus</b> <i>julie.kraus@ci.stpaul.mn.us</i>	CAO – 400 City Hall, 15 Kellogg Blvd. W., 55102	651-266-8776
<b>School Negotiations</b>	<b>David Peterson</b> <i>david.peterson@spps.org</i>	SCHOOLS – 360 Colborne, 55102	651-744-8112
<b>City Negotiations</b>	<b>Justine Roe</b> <i>justine.roe@ci.stpaul.mn.us</i>	WATER – 1900 Rice St., 55113	651-266-1628

## Staff & Others

<b>Legal Counsel</b>	<b>Mike Wilde, Esq.</b> <i>mwilde8860@comcast.net &amp; mike.wilde24@gmail.com</i>	360 North Robert St., Suite 300, St. Paul, MN 55101	612-227-8425
<b>Legal Counsel</b>	<b>Tammy Wilde, Esq.</b> <i>tammy.wilde@gmail.com</i>	360 North Robert St., Suite 300, St. Paul, MN 55101	
<b>Newsletter</b>	<b>Sara Nurmela</b> <i>peanewsletter@gmail.com</i>	HREEO – 280 City Hall, 15 Kellogg Blvd. W., 55102	651-266-8974
<b>Webpage</b> <i>www.peaonline.org</i>	<b>John Larson</b> <i>john.larson@ci.stpaul.mn.us</i>	Libraries (SPPL) – 90 W 4th St., 55102	651-266-7044
<b>Office Address</b>	<b>P.E.A.</b>	360 North Robert St., Suite 300, St. Paul, MN 55101	

## Mission Statement

The Professional Employees Association is dedicated to bargain, administer and enforce labor agreements in a responsible, prudent and lawful manner for the overall improvement of members' working conditions, with emphasis on general advocacy, education and communication.

## Stewards

<b>CAO / OFS / HREEO / Mayor's Office / Council Res / HR</b>	<b>Amanda Rice</b> <i>amanda.rice@ci.stpaul.mn.us</i>	500 City Hall, 15 Kellogg Blvd. W., 55102	651-266-8773
<b>Fire</b>	<b>Jill LaCasse</b> <i>jill.lacasse@ci.stpaul.mn.us</i>	645 Randolph Ave., 55102	651-228-6257
<b>Libraries Full-Time (Central / MMC)</b>	<b>Susan Henry</b> <i>susan.henry@ci.stpaul.mn.us</i>	Saint Anthony Park Branch, 2245 Como Ave., 55108	651-642-0411
<b>Libraries Full-Time (Branches)</b>	<b>Kathleen Conger</b> <i>kathleen.conger@ci.stpaul.mn.us</i>	Rondo Community Outreach Library, 461 Dale St., 55103	651-266-7431
<b>Libraries Part-Time</b>	<b>Charlene McKenzie</b> <i>charlene.mckenzie@ci.stpaul.mn.us</i>	Rondo Community Outreach Library, 461 Dale St., 55103	651-266-7419
<b>DSI</b>	<b>Connie Sandberg</b> <i>connie.sandberg@ci.stpaul.mn.us</i>	375 Jackson St., Suite 220, 55101	651-266-1935
<b>OTC</b>	<b>Luke Vang</b> <i>luke.vang@ci.stpaul.mn.us</i>	600 City Hall Annex, 25 W. 4th St., 55102	651-266-6789
<b>Parks &amp; Recreation</b>	<b>Rachel Coyle</b> <i>rachel.coyle@ci.stpaul.mn.us</i>	1100 North Hamline Avenue 55108	651-632-2431
<b>PED</b>	<b>Craig O'Brien</b> <i>craig.obrien@ci.stpaul.mn.us</i>	1300 City Hall Annex, 25 W. 4th St., 55102	651-266-6695
<b>Police</b>	<b>Kelly Hervin</b> <i>kelly.hervin@ci.stpaul.mn.us</i>	367 Grove St., 55101	651-266-5606
<b>Public Health</b>	<b>Sue Butler</b> <i>sue.butler@co.ramsey.mn.us</i>	555 Cedar St., 55101	651-266-1321
<b>Public Works</b>	<b>Bill Vos</b> <i>bill.vos@ci.stpaul.mn.us</i>	900 City Hall Annex, 25 W. 4th St., 55102	651-266-6113
<b>School District</b>	<b>Lyla Griffin</b> <i>lyla.griffin@spps.org</i>	Purchasing & Contract Services, 360 Colborne St., 55102	651-767-8288
<b>School District</b>	<b>George Simon</b> <i>george.simon@spps.org</i>	360 Colborne St., 55102	651-767-8328
<b>School District</b>	<b>Jim Langevin</b> <i>jim.langevin@spps.org</i>	360 Colborne St., 55102	651-744-1818
<b>Water</b>	<b>Justine Roe (acting steward)</b> <i>justine.roe@ci.stpaul.mn.us</i>	1900 Rice St., 55113	651-266-1628