

**2022 - 2023**

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

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

**AND**

**PROFESSIONAL EMPLOYEES  
ASSOCIATION**

**January 1, 2022 through December 31, 2023**





SAINT PAUL PUBLIC SCHOOLS  
Independent School District No. 625

Board of Education

Jim Vue	Chair
Jessica Kopp	Vice-Chair
Chauntyll Allen	Clerk
Uriah Ward	Treasurer
Jeanelle Foster	Director
Zuki Ellis	Director
Halla Henderson	Director

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## PREAMBLE

This Agreement is entered into between Independent School District No. 625, hereinafter referred to as the "Employer" and the City of Saint Paul Professional Employees Association, 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 shall deduct from the wages of employees who affirmatively authorize such a deduction in writing an amount necessary to cover monthly Union dues. The amount of the dues shall be determined by the Union. Upon receipt by the payroll department of a properly executed authorization form of the member involved, the Board will cause to be deducted from the member's paycheck the amount of the Union dues during the period provided in and in accordance with said authorization. Such monies deducted shall be remitted in aggregate with an itemized statement each month as directed by the Union.

The Employer shall not deduct dues from the wages of employees covered by this Agreement for any other labor organization.

The Union shall immediately notify the District of any member who, in accordance with provisions stated on the authorization form, affirmatively revokes authorization of said dues and shall provide the employer with a copy of said revocation.

- 4.2 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.

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

- 5.1 **The normal workweek is Monday through Friday. Employees have a normal workday of eight (8) hours and a forty (40) hour workweek. During each workday, employees are provided two fifteen (15) minute paid breaks and a thirty (30) minute unpaid lunch break. Paid breaks may be taken independently, or combined with the unpaid lunch break.**
- 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 **A supervisor may grant employees who work in excess of those hours described in Section 5.1 either compensatory time at a ratio of 1:1, or pay on an hour-for-hour, straight-time basis for the extra hours worked. The method of this compensation shall be determined solely by the Employer.**

## ARTICLE 6. PROBATION

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

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

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

## ARTICLE 7. SENIORITY

- 7.1 Seniority, for the purpose of this Agreement, shall be defined as follows: The length of continuous, regular, and probationary service with the Employer from the date an employee was first certified and appointed to a class title covered by this Agreement, it being further understood that seniority is confined to the current class assignment held by an employee. In cases where two or more employees are appointed to the same class title on the same date, the seniority shall be determined by the employee's rank on the eligible list from which certification was made.
- 7.2 Seniority shall terminate when an employee retires, resigns or is discharged.
- 7.3 In the event it is determined by the Employer that it is necessary to reduce the workforce, employees will be laid off by class title within each department based on inverse length of seniority as defined above. 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. Employees shall receive a written notice of layoff that shall include notification of voluntary layoff attempts for classifications with more than one incumbent. The District will provide the Union a copy of the written notification at the same time.
- 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 compensation shall be based on a repayment schedule established by the District. The District, at its discretion, may limit the amount of repayment to less than the two (2) year retroactive period described above. The reduction of a reimbursement period will be based on the nature of the error and whether the employee took reasonable preventative action by routinely reviewing the accuracy of his/her biweekly compensation.

## ARTICLE 10. PROFESSIONAL GROWTH

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

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

SECTION 3. An employee may carry over from one fiscal year to the next the full allowance or part of the fiscal year's allowance which remains unused. The carryover allowance will be added to the allowance available in the following fiscal year. The maximum individual allowance available in any fiscal year, including carryover, cannot exceed \$1,500.

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.

SECTION 5. Approved certifications as listed in Appendix D, employees shall be eligible for a one-time certification full step advancement under the PEA labor agreement. Any future advancements will follow step progression provided in Article 9.

Eligibility for Certification Full Step Advancement. In order to be advanced one (1) full step on the pay schedule, an employee must meet the following requirements:

- A. Be an active employee for not less than one (1) year as a full-time employee or the number of equivalent hours based on FTE in 12 months for a part-time employee.
- B. For the initial placement of individuals currently with certifications desiring to be effective January 1, 2021, copies of certifications must be submitted to Human Resources by close of business November 2, 2020.
- C. After the initial placement of employees January 1, 2021, employees must submit a copy of the completed certification to HR.
- D. Human Resources will implement the step change within 2 full pay periods of receiving a copy of the certification from the employee.
- E. Article 9 section 2 of this agreement shall be waived for the purposes of initial step placement and the one-time step advancement purpose. Once a step advancement under Article 10, Section 5 has taken place, Article 9, section 2 shall be followed.
- F. If an employee is on an improvement plan, the employee must be on track with the components of the plan in order to receive a step increase. If not on track the employee may resubmit in the next contract year.
- G. Either party to this contract can initiate an addition to the approved certifications as listed in Appendix D during the term of the contract through the Labor Management Cooperation Committee.

ARTICLE 11. HOLIDAYS

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

New Year's Day	Independence Day
Martin Luther King Jr. Day	Labor Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
<b>Juneteenth</b>	Christmas Day

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

11.2 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.

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>
1 <sup>st</sup> through 4th year	.0769	160	20
5th through 10th year	.0962	200	25
11th year and thereafter	.1154	240	30

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

12.2 An employee may carry over into the following year up to one hundred eighty-four (184) hours of vacation. If the employee is going to lose any carryover vacation because they are denied vacation usage after the last full pay period in October, the Employer will seek mutual consent of the employee as to one of the options below (a, b or c). If unable to reach mutual consent, option a, b, or c is at the discretion of the Employer.

12.2.1 An employee who has more than one hundred eighty four (184) hours of accrued vacation remaining at the end of the last full pay period in October, or is projected to accrue more than that by year's end, shall either:

- (a) be required to use the hours of vacation in excess of one hundred eighty four (184) hours prior to the end of the calendar year: or
- (b) be compensated for hours in excess of one hundred eighty four (184) hours at end of year: or
- (c) be provided an exception for additional carryover of vacation by means of approval of his/her department head.

12.2.1.1 Selection of option (c) in 12.2.1 shall require both the employer and employee to mutually determine and agree upon dates by which the additional carryover of vacation is to be used. Lack of use of vacation by the agreed upon dates which is not the result of an employer action shall be forfeited by the employee.

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 sixty-four (164) 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 off due to personal illness. The employee may be required to furnish a medical certificate from a qualified physician as evidence of illness or physical disability in order to qualify for paid sick leave as per District practice. Accumulated sick leave may also be granted for such time as is actually necessary for office visits to a doctor, dentist, optometrist, etc.
- 13.1.2 Family Illness: Employees may use accumulated sick leave for hours off due to injury, sickness or disability of a parent, adult child, spouse, sibling, mother-in-law, father-in-law, grandchild, grandparent, stepparent, or a member of his/her household or to make arrangements for the care of such injured, sick or disabled persons. Up to one hundred sixty (160) hours of accumulated sick leave may be used in a twelve month period starting January 1<sup>st</sup> of each year to allow the employee to care for and attend to the serious or critical illness as noted above unless otherwise in accordance with Minnesota Statute § 181.9413. 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 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 Bereavement Leave.
- 13.2.1 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.
- 13.2.2 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.

ARTICLE 13. COMPENSATORY LEAVES OF ABSENCE (continued)

13.3 Court Duty Leave.

13.3.1 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.

13.3.2 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.

13.4 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.

13.5. 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.

13.6 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 (1) hour past his/her regular scheduled starting time.

13.7 The granting of sick leave is subject to additional provisions as provided in Civil Service Rules.

13.8 Sick Leave Bank:

13.8.1 **Eligibility to donate sick leave**

**To be eligible to donate sick leave under this Bank, the employee must:**

1. **Be a regular full-time or part-time member of the bargaining unit who is eligible for plan benefits;**
2. **Have an accumulated sick leave balance sufficient, at the employee's FTE, to carry the employee through 720 hours; and**
3. **Not have submitted a resignation or retirement to the District prior to making the donation.**

ARTICLE 13. COMPENSATORY LEAVES OF ABSENCE (continued)

**13.8.2 Eligibility to receive sick leave**

- 1. To be eligible to receive sick leave under this Bank, the employee must:**
  - a. Be a regular full-time or part-time member of the bargaining unit who is eligible for benefits. Employees meeting these criteria who are on a district-approved medical leave of absence are also eligible
  - b. Have exhausted her/his accumulated sick leave and all other paid leave, such as accrued vacation, if applicable, at the time the recipient requests a donation from the Bank
  - c. Be eligible for leave under the Family Medical Leave Act (FMLA) prior to the beginning of the need for donated sick leave
  - d. Not be receiving benefits from Workers Compensation or Social Security
  - e. Not be receiving long term disability benefits
  - f. Not be serving a disciplinary suspension
  - g. Not have submitted a resignation or retirement to the District
  - h. Must have a serious medical condition or need leave to care for the serious medical condition of the employee's spouse, parent or member of the employee's household
  - i. Due to the serious health condition, need a prolonged absence from duty and suffer a substantial loss of income
- 2. Definitions:**
  - a. A "serious health condition" has the same meaning as in 29 C.F.R. §825.113(a) of the FMLA regulations, except that elective surgeries and minor illnesses are not covered as serious health conditions
  - b. A "substantial loss of income" means the employee has exhausted all paid leave available and has been unpaid for five (5) duty days at the employee's usual FTE

**13.8.3 Process for Donation**

- 1. To donate sick leave to the Bank, an eligible employee must complete a sick leave contribution form and submit the completed form to Human Resources.**
- 2. Contributions must be made in whole hour increments and may not exceed eighty (80) total hours during the time the donor is employed by the District.**
- 3. Donations, once made and processed by Human Resources are irrevocable.**
- 4. Donations are not taxed to the donor and are not tax deductible.**
- 5. Days donated are donated at the donor employee's regular rate of pay.**

**13.8.4 Application for Benefits**

To receive sick leave from the Bank, an eligible employee must complete a sick leave donation form and submit the completed form to Human Resources. Employees are required to provide medical documentation of their eligibility. Updated documentation of the serious medical condition must be provided by the employee upon request by Human Resources.

ARTICLE 13. COMPENSATORY LEAVES OF ABSENCE (continued)

**13.8.5 Sick Leave Bank Benefit**

1. Sick leave time received may only be used on a prospective basis beginning with the first day following determination of eligibility. Sick leave time received shall not be used for a back period or for periods of unpaid time.
2. A recipient may not receive more paid time under this Bank than they would otherwise receive if they were working. For example, non-contracted work days shall not be compensated nor shall an employee receive pay for days or hours in excess of their FTE.
3. A recipient's pay will continue to be taxed in accordance with state and federal tax tables, and all authorized deductions will continue to be deducted from the recipient's paycheck.
4. Recipients shall not accrue additional sick leave based on hours received from the Bank.
5. Any use of the Bank will run concurrent with leave under the Family Medical Leave Act (FMLA). Use of the Bank will not extend the FMLA period.
6. Hours received are paid at the eligible recipient's regular rate of pay.
7. In no case shall the benefit received through the Bank exceed 480 total hours at the employee's FTE during the time the recipient is employed by the District.
8. In the case of an employee receiving a donation due to the need to care for the serious medical condition of the employee's spouse, parent or member of the employee's household, the maximum benefit received shall not exceed the time permitted in Article 9, pursuant to M.S. §181.9413.

**13.8.6 Administration of the Bank**

1. The identities of donors and recipients are private data consistent with the Minnesota Government Data Practices Act. The recipients of sick leave from this Bank shall not be informed of the identities of the donors and donors may not be informed about the identity of recipients nor shall donors be allowed to designate specific recipients for their donation. Employees shall not intimidate, threaten, or coerce any other employee with respect to donating or receiving leave under this Bank.
2. The Bank shall be administered by the District's Human Resource Department subject to the terms of this Memorandum. The decisions of the District in administering the Bank are final and not subject to the grievance procedure.
3. Donated hours shall be distributed to eligible recipients on a first-come, first-served basis and in no case may the number of distributed hours exceed the number of hours donated. If more than one qualifying request is received on the same day and insufficient donations exist in the Bank, existing Bank donations will be divided equally among the qualified recipients.

Any recipient found to have provided fraudulent information shall be immediately removed from the program, subject to disciplinary action, required to repay money received from the program, and criminal prosecution may be pursued.



## 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. Employees who have been regularly employed in the District for more than thirty (30) continuous days are eligible on the first day of the month following 30 days of continuous regular benefit eligible service for 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. 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 \$653 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 \$1,375 per month, whichever is less.
  - 1.5.1 Effective **January 1, 2023**, 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 **\$733** 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 **\$1,455** 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.

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

- 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.
- 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 full-time 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 a benefit eligible position 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 in a benefit eligible position with the District. Time with the City of Saint Paul will not be counted toward this twenty (20) year requirement.

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

1.3 Eligibility requirements for all retirees.

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

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

2.1 Health Insurance Employer Contribution.

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

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

2.2 Life Insurance Employer Contribution.

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

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

- 3.1 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. Effective January 1, 2017, the District will match up to \$1,250 per year of consecutive service. Part-time employees working half-time or more will be eligible for up to one half (50%) of the available District match.

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

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

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

## ARTICLE 16. SEVERANCE PAY

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

- 16.1. Severance Pay. The District shall provide a separate severance pay program as set forth in this Section. Payment of severance pay shall be made within the tax year of the retirement as described in Business Office Rules. All payments made under this Subd. shall be made to the District 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation, hereinafter referred to as the "Severance Plan," excluding 16.3.2.4.
- 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 **\$2,540** 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 **\$140** for each day of accrued, unused sick leave, up to 164 days. In this instance, the maximum amount of severance pay will not exceed **\$22,960**.
    - 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 164 days.

ARTICLE 16. SEVERANCE PAY (continued)

16.3.2.4 Members of this unit who have at least 10 years of benefit eligible employment immediately prior to involuntarily separation may elect to receive a severance payment as calculated above in Article 16.3.2.3. Individuals who elect a voluntary layoff under Article 7.3 will not be eligible for this severance payment. The severance payment will be processed as a onetime payment to the employee in accordance with normal district payroll practices and not as a payment to the 403b or 457. If the severance benefit is elected, the severance benefit may not be exercised a second time within this collective bargaining agreement under any other circumstances including voluntary separation or retirement. Receipt of the severance will require a waiver of any future eligibility to severance. In this instance, the maximum amount of severance pay will not exceed \$15,000.

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 **\$25,500.**

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

ARTICLE 17. LEGAL SERVICES

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

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

## ARTICLE 18. DISCIPLINE

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



## ARTICLE 19. GRIEVANCE PROCEDURE

- 19.1 The Employer shall recognize stewards selected in accordance with Association rules and regulations as the grievance representatives of the bargaining unit. The Association shall notify the Employer in writing of the names of the stewards and of their successors when so named.
- 19.2 It is recognized and accepted by the Employer and the Association that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The steward involved and a grieving employee shall suffer no loss in pay when a grievance is processed during working hours, provided the steward and the employee have notified and received the approval of their supervisor to be absent to process a grievance and that such absence would not be detrimental to the work programs of the Employer.
- 19.3 The procedure established by this Article shall be the sole and exclusive procedure for the processing of grievances, which are defined as an alleged violation of the terms and conditions of this Agreement.
- 19.4 Grievances shall be resolved in conformance with the following procedure:

Step 1. Upon the occurrence of an alleged violation of this Agreement, the employee involved with or without the steward shall attempt to resolve the matter on an informal basis with the employee's supervisor. If the matter is not resolved to the employee's satisfaction by the informal discussion, it may be reduced to writing and referred to Step 2 by the Association. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the alleged section(s) of the Agreement violated, and relief requested. Any alleged violation of the Agreement not reduced to writing by the Association within ten (10) workdays of the first occurrence of the event giving rise to the grievance, shall be considered waived.

Step 2. Within ten (10) workdays after receiving the written grievance, a designated Employer supervisor shall meet with the Association steward and attempt to resolve the grievance. If, as a result of this meeting, the grievance remains unresolved, the Employer shall reply in writing to the Association within five (5) workdays following this meeting. The Association may refer the grievance in writing to Step 3 within ten (10) workdays following receipt of the Employer's written answer. Any grievance not referred in writing by the Association within ten (10) workdays following receipt of the Employer's answer shall be considered waived.

ARTICLE 19. GRIEVANCE PROCEDURE (continued)

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

Step 4. If the grievance remains unresolved after the Step 3 response and/or grievance mediation, the Association may within ten (10) workdays after the response of the Employer or conclusion of mediation, request arbitration of the grievance. The arbitration proceedings shall be conducted by an arbitrator to be selected by mutual agreement of the Employer and the Association within ten (10) workdays after notice has been given. If the parties fail to mutually agree upon an arbitrator within the said ten (10)-day period, either party may request the Bureau of Mediation Services to submit a panel of five (5) arbitrators. Both the Employer and the Association shall have the right to strike two (2) names from the panel. The 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. The Association recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit. Notwithstanding this obligation, if fair share fees under PELRA (M.S. §179A) are prohibited under law, the Employer recognizes the right of the Association to charge nonmembers of the Association a reasonable service fee for representation in grievances, appeals and hearings. The Association assumes full responsibility for the collection of this fee.
- 20.2 Employees will perform their duties and responsibilities in a non-discriminatory manner as such duties and responsibilities involve other employees and the general public.

ARTICLE 21. WORK STOPPAGE

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

ARTICLE 22. MILEAGE

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

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

ARTICLE 23. SAVING CLAUSE

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

ARTICLE 24. DURATION AND EFFECTIVE DATE

- 24.1 Except as herein provided, this Agreement shall be effective as of January 1, 2022, and shall continue in full force and effect through December 31, 2023, 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

\_\_\_\_\_  
Chair, Board of Education

\_\_\_\_\_  
Legal Counsel, P.E.A.

\_\_\_\_\_  
Executive Director of Human Resources

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX A**

**TITLES AND SALARIES**

	Year 0	1	2	3	4	5	6	7	8	9	15	20	25
Step	1	2	3	4	5	6	7	8	9	10	15	20	25
<b><u>Grade 3</u></b>													
Fund Development Assistant Public Information Specialist 1													
1-1-22	\$44,390	\$46,633	\$48,923	\$51,430	\$53,974	\$56,728	\$59,481	\$61,508	\$62,232	\$65,658	\$69,104	\$69,625	
7-1-23	\$45,056	\$47,333	\$49,657	\$52,202	\$54,783	\$57,579	\$60,373	\$62,431	\$63,165	\$66,643	\$70,141	\$70,669	\$71,729
<b><u>Grade 5</u></b>													
Graphic Artist 1 Grants Assistant Management Assistant 1													
1-1-22	\$47,066	\$49,526	\$51,944	\$54,535	\$57,216	\$60,120	\$63,073	\$65,223	\$65,991	\$69,624	\$73,071	\$73,590	
7-1-23	\$47,772	\$50,269	\$52,723	\$55,353	\$58,074	\$61,022	\$64,019	\$66,201	\$66,981	\$70,668	\$74,167	\$74,693	\$75,814
<b><u>Grade 6</u></b>													
Environmental Assistant													
1-1-22	\$48,536	\$50,997	\$53,543	\$56,179	\$58,940	\$61,970	\$65,005	\$67,220	\$68,010	\$71,755	\$75,205	\$75,723	
7-1-23	\$49,264	\$51,762	\$54,346	\$57,022	\$59,824	\$62,899	\$65,980	\$68,229	\$69,030	\$72,832	\$76,333	\$76,859	\$78,012
<b><u>Grade 7</u></b>													
Accountant I Librarian I Public Information Specialist 2 Research Analyst I													
1-1-22	\$50,003	\$52,462	\$55,141	\$57,906	\$60,754	\$63,819	\$66,983	\$69,264	\$70,079	\$73,941	\$77,389	\$77,907	
7-1-23	\$50,753	\$53,249	\$55,968	\$58,774	\$61,665	\$64,776	\$67,988	\$70,303	\$71,130	\$75,050	\$78,550	\$79,076	\$80,262

**APPENDIX A (continued)**

**TITLES AND SALARIES**

	Year 0	1	2	3	4	5	6	7	8	9	15	20	25
Step	1	2	3	4	5	6	7	8	9	10	15	20	25

**Grade 9**

Environmental Specialist 1  
 Facilities Department Assistant  
 Management Assistant 2

1-1-22	\$53,026	\$55,662	\$58,464	\$61,402	\$64,468	\$67,652	\$71,024	\$73,443	\$74,311	\$78,403	\$81,848	\$82,369	
7-1-23	\$53,821	\$56,497	\$59,341	\$62,323	\$65,435	\$68,667	\$72,089	\$74,545	\$75,426	\$79,579	\$83,075	\$83,605	\$84,859

**Grade 10**

Accountability Assistant  
 Furniture and Move Coordinator  
 Graphic Artist 2  
 Research Analyst 2  
 Security & Emergency Management Project Coordinator  
 Training Specialist

1-1-22	\$54,535	\$57,298	\$60,191	\$63,213	\$66,325	\$69,720	\$73,226	\$75,722	\$76,611	\$80,834	\$84,281	\$84,799	
7-1-23	\$55,353	\$58,157	\$61,093	\$64,161	\$67,320	\$70,766	\$74,325	\$76,858	\$77,760	\$82,046	\$85,545	\$86,071	\$87,362

**Grade 11**

Accountant 2  
**Facilities Project Coordinator**

1-1-22	\$56,261	\$59,070	\$62,006	\$65,160	\$68,353	\$71,658	\$75,430	\$78,001	\$78,918	\$83,262	\$86,708	\$87,229	
7-1-23	\$57,105	\$59,956	\$62,936	\$66,137	\$69,378	\$72,733	\$76,561	\$79,171	\$80,102	\$84,511	\$88,009	\$88,538	\$89,866

**APPENDIX A (continued)**

**TITLES AND SALARIES**

Year	0	1	2	3	4	5	6	7	8	9	15	20	25
Step	1	2	3	4	5	6	7	8	9	10	15	20	25

**Grade 12**

- Benefits Specialist 2
- Digital Editor
- Facilities Program Controls Specialist
- Human Resource Coordinator (effective: 1/17/2023)**
- Nutrition Services Purchasing Analyst
- Systems Analyst 1
- Technology Construction Project Coordinator

1-1-22	\$57,947	\$60,802	\$63,864	\$67,057	\$70,384	\$74,035	\$77,677	\$80,321	\$81,268	\$85,744	\$89,191	\$89,710	
7-1-23	\$58,817	\$61,714	\$64,822	\$68,063	\$71,440	\$75,146	\$78,842	\$81,526	\$82,487	\$87,030	\$90,529	\$91,055	\$92,421

**Grade 13**

- Environmental Specialist 2
- Fund Development Specialist
- Management Assistant 3
- Marketing Communications Senior Associate
- Senior Marketing and Development Specialist

1-1-22	\$59,679	\$62,698	\$65,719	\$69,046	\$72,584	\$76,196	\$79,920	\$82,643	\$83,617	\$88,221	\$91,669	\$92,188	
7-1-23	\$60,574	\$63,638	\$66,705	\$70,082	\$73,672	\$77,339	\$81,119	\$83,883	\$84,871	\$89,544	\$93,044	\$93,571	\$94,975

**Grade 14**

- Ombudsperson
- Research Analyst 3
- Recruitment and Diversity Specialist
- Workforce Design Specialist

1-1-22	\$61,444	\$64,512	\$67,792	\$71,117	\$74,703	\$78,441	\$82,392	\$85,201	\$86,205	\$90,950	\$94,397	\$94,917	
7-1-23	\$62,366	\$65,480	\$68,809	\$72,184	\$75,824	\$79,618	\$83,627	\$86,479	\$87,498	\$92,314	\$95,813	\$96,340	\$97,786

**APPENDIX A (continued)**

**TITLES AND SALARIES**

Year	0	1	2	3	4	5	6	7	8	9	15	20	25
Step	1	2	3	4	5	6	7	8	9	10	15	20	25

**Grade 15**

Accountant 3  
 Construction Project Manager  
**Facilities Project Manager**

1-1-22	\$63,303	\$66,412	\$69,780	\$73,234	\$76,904	\$80,863	\$84,907	\$87,802	\$88,833	\$93,728	\$97,174	\$97,696	
7-1-23	\$64,252	\$67,409	\$70,827	\$74,333	\$78,057	\$82,076	\$86,180	\$89,119	\$90,165	\$95,134	\$98,632	\$99,161	\$100,649

**Grade 16**

**Construction Contract Analyst**  
 Environmental Specialist 3  
 Facilities Data Coordinator  
 Human Resource Consultant  
 Human Resource Information Management Analyst  
 Information Technology Purchasing Analyst  
 Paralegal  
 PeopleSoft Information Management Analyst  
 Systems Analyst 2  
 Systems Support Specialist 3  
 Value Analyst 2

1-1-22	\$65,204	\$68,487	\$71,894	\$75,475	\$79,280	\$83,241	\$87,376	\$90,354	\$91,419	\$96,455	\$99,903	\$100,421	
7-1-23	\$66,182	\$69,514	\$72,973	\$76,608	\$80,469	\$84,490	\$88,687	\$91,710	\$92,790	\$97,902	\$101,402	\$101,927	\$103,456

**Grade 17**

Emergency Preparedness Coordinator  
 Operations Performance Enhancement Specialist  
**Violence Prevention Specialist (Effective: 12/13/2022)**

1-1-22	\$67,187	\$70,469	\$73,970	\$77,722	\$81,612	\$85,797	\$90,121	\$93,189	\$94,288	\$99,480	\$102,928	\$103,446	
7-1-23	\$68,195	\$71,526	\$75,080	\$78,887	\$82,836	\$87,084	\$91,473	\$94,587	\$95,703	\$100,972	\$104,472	\$104,997	\$106,572



**APPENDIX A (continued)**

**TITLES AND SALARIES**

Year	0	1	2	3	4	5	6	7	8	9	15	20	25
Step	1	2	3	4	5	6	7	8	9	10	15	20	25

**Grade 18**

- Fund Development Coordinator
- Human Resource Information Management Specialist
- Information Systems Management Specialist
- Information Technology Service Management Specialist
- PeopleSoft/ Oracle Information Systems Specialist
- Senior Budget Analyst
- Senior Human Resource Consultant
- Senior Ombudsperson
- Student Information System Support Analyst

1-1-22	\$69,131	\$72,669	\$76,257	\$80,141	\$84,115	\$88,395	\$92,677	\$95,836	\$96,962	\$102,306	\$105,754	\$106,273	
7-1-23	\$70,168	\$73,759	\$77,401	\$81,343	\$85,377	\$89,721	\$94,067	\$97,274	\$98,416	\$103,840	\$107,340	\$107,867	\$109,485

**Grade 20**

- Assessment Specialist
- Construction Senior Project Manager
- Facilities Sr. Project Manager**
- Indoor Air Quality Coordinator
- Mechanical Engineer 3

1-1-22	\$73,407	\$77,076	\$80,917	\$84,980	\$89,210	\$93,679	\$98,385	\$101,734	\$102,932	\$108,606	\$112,053	\$112,572	
7-1-23	\$74,508	\$78,232	\$82,131	\$86,255	\$90,549	\$95,085	\$99,861	\$103,260	\$104,476	\$110,235	\$113,734	\$114,260	\$115,974

**Grade 22**

- Human Resource Project Consultant
- Program Evaluator

1-1-22	\$77,853	\$81,739	\$85,840	\$90,116	\$94,605	\$99,405	\$104,358	\$107,915	\$109,183	\$115,197	\$118,645	\$119,165	
7-1-23	\$79,020	\$82,965	\$87,127	\$91,467	\$96,024	\$100,896	\$105,924	\$109,534	\$110,820	\$116,925	\$120,425	\$120,953	\$122,767

**APPENDIX A (continued)**

**TITLES AND SALARIES**

Year	0	1	2	3	4	5	6	7	8	9	15	20	25
Step	1	2	3	4	5	6	7	8	9	10	15	20	25

**Grade 25**

People Soft Administrator

1-1-22	\$85,109	\$89,339	\$93,742	\$98,452	\$103,375	\$108,654	\$114,020	\$117,904	\$119,290	\$125,865	\$129,312	\$129,832	
7-1-23	\$86,385	\$90,679	\$95,148	\$99,929	\$104,925	\$110,284	\$115,730	\$119,673	\$121,079	\$127,753	\$131,252	\$131,779	\$133,756

**Grade 30**

Network/Information Systems Administrator

1-1-22	\$98,665	\$103,546	\$108,683	\$114,170	\$119,868	\$125,834	\$132,257	\$136,763	\$138,372	\$145,995	\$149,444	\$149,962	
7-1-23	\$100,145	\$105,099	\$110,313	\$115,883	\$121,666	\$127,721	\$134,240	\$138,815	\$140,447	\$148,184	\$151,685	\$152,212	\$154,495

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

<u>Grades</u>	<u>Classified Titles</u>
Grade 7	Accountant 1
Grade 11	Accountant 2
Grade 15	Accountant 3
Grade 15	Construction Project Manager
<b>Grade 20</b>	<b>Construction Senior Project Manager</b>
Grade 12	Facilities Program Controls Specialist
<b>Grade 11</b>	<b>Facilities Project Coordinator</b>
<b>Grade 15</b>	<b>Facilities Project Manager</b>
<b>Grade 20</b>	<b>Facilities Sr. Project Manager</b>
Grade 6	Environmental Assistant
Grade 9	Environmental Specialist 1
Grade 13	Environmental Specialist 2
Grade 16	Environmental Specialist 3
Grade 5	Graphic Artist 1
Grade 10	Graphic Artist 2
Grade 20	Indoor Air Quality Coordinator
Grade 16	Information Technology Purchasing Analyst
Grade 18	Information Technology Service Management Specialist
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	Paralegal
Grade 12	Nutrition Services Purchasing Analyst
Grade 25	PeopleSoft Administrator
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 18	Senior Budget Analyst
Grade 12	Systems Analyst 1
Grade 16	Systems Analyst 2
Grade 10	Training Specialist
Grade 16	Value Analyst 2

Appendix B (continued)

TITLES AND GRADES  
PROFESSIONAL EMPLOYEES' ASSOCIATION

<u>Grades</u>	<u>Unclassified Titles</u>
Grade 9	Accountability Assistant
Grade 20	Assessment Specialist
Grade 12	Benefits Specialist 2
Grade 12	Communications Specialist
<b>Grade 16</b>	<b>Construction Contract Analyst</b>
Grade 12	Digital Editor
Grade 17	Emergency Preparedness Coordinator
Grade 16	Facilities Data Coordinator
Grade 9	Facilities Department Assistant
Grade 3	Fund Development Assistant
Grade 18	Fund Development Coordinator
Grade 13	Fund Development Specialist
Grade 10	Furniture and Move Coordinator
<b>Grade 5</b>	<b>Grants Assistant</b>
Grade 16	Human Resource Consultant
<b>Grade 12</b>	<b>Human Resource Coordinator</b> (moved from grade 10 to 12 effective: 1/17/23)
Grade 16	Human Resource Information Management Analyst
Grade 18	Human Resource Information Management Systems Specialist
Grade 22	Human Resources Project Consultant
Grade 13	Marketing Communications Senior Associate
Grade 30	Network/Information Systems Administrator
Grade 14	Ombudsperson
Grade 17	Operations Performance Enhancement Specialist
Grade 16	PeopleSoft Information Management Analyst
Grade 18	PeopleSoft/ Oracle Information Systems Specialist
Grade 22	Program Evaluator
Grade 14	Recruitment and Diversity Specialist
Grade 10	Security and Emergency Management Project Coordinator
Grade 13	Senior Marketing and Development Specialist
Grade 18	Senior Human Resource Consultant
Grade 18	Senior Ombudsperson
Grade 18	Student Information System Support Analyst
Grade 16	Systems Support Specialist 3
Grade 12	Technology Construction Project Coordinator

Appendix B (continued)

**TITLES AND GRADES  
PROFESSIONAL EMPLOYEES' ASSOCIATION**

**Grades**

**Unclassified Titles**

**Grade 17**  
Grade 14

**Violence Prevention Specialist** (new title effective: 12/13/22)  
Workforce Design Specialist

**APPENDIX C**

**STANDARD RANGES, January 1, 2022  
PROFESSIONAL EMPLOYEES' ASSOCIATION**

Years	Start	1	2	3	4	5	6	7	8	9	15	20
Step	1	2	3	4	5	6	7	8	9	10	15	20
Grade 1	41,886	43,913	46,118	48,493	50,821	53,468	56,066	57,976	58,657	61,888	65,335	65,855
2	43,138	45,253	47,543	49,873	52,422	55,058	57,819	59,788	60,494	63,824	67,270	67,791
3	44,390	46,633	48,923	51,430	53,974	56,728	59,481	61,508	62,232	65,658	69,104	69,625
4	45,728	47,971	50,436	52,980	55,616	58,355	61,321	63,409	64,157	67,691	71,138	71,659
5	47,066	49,526	51,944	54,535	57,216	60,120	63,073	65,223	65,991	69,624	73,071	73,590
6	48,536	50,997	53,543	56,179	58,940	61,970	65,005	67,220	68,010	71,755	75,205	75,723
7	50,003	52,462	55,141	57,906	60,754	63,819	66,983	69,264	70,079	73,941	77,389	77,907
8	51,511	54,062	56,695	59,591	62,566	65,758	69,005	71,352	72,195	76,171	79,621	80,138
9	53,026	55,662	58,464	61,402	64,468	67,652	71,024	73,443	74,311	78,403	81,848	82,369
10	54,535	57,298	60,191	63,213	66,325	69,720	73,226	75,722	76,611	80,834	84,281	84,799
11	56,261	59,070	62,006	65,160	68,353	71,658	75,430	78,001	78,918	83,262	86,708	87,229
12	57,947	60,802	63,864	67,057	70,384	74,035	77,677	80,321	81,268	85,744	89,191	89,710
13	59,679	62,698	65,719	69,046	72,584	76,196	79,920	82,643	83,617	88,221	91,669	92,188
14	61,444	64,512	67,792	71,117	74,703	78,441	82,392	85,201	86,205	90,950	94,397	94,917
15	63,303	66,412	69,780	73,234	76,904	80,863	84,907	87,802	88,833	93,728	97,174	97,696
16	65,204	68,487	71,894	75,475	79,280	83,241	87,376	90,354	91,419	96,455	99,903	100,421
17	67,187	70,469	73,970	77,722	81,612	85,797	90,121	93,189	94,288	99,480	102,928	103,446
18	69,131	72,669	76,257	80,141	84,115	88,395	92,677	95,836	96,962	102,306	105,754	106,273
19	71,204	74,787	78,542	82,475	86,662	90,904	95,508	98,764	99,923	105,427	108,874	109,394
20	73,407	77,076	80,917	84,980	89,210	93,679	98,385	101,734	102,932	108,606	112,053	112,572
21	75,565	79,367	83,340	87,570	91,843	96,496	101,349	104,804	106,034	111,876	115,323	115,844
22	77,853	81,739	85,840	90,116	94,605	99,405	104,358	107,915	109,183	115,197	118,645	119,165
23	80,241	84,202	88,361	92,880	97,458	102,446	107,549	111,211	112,523	118,719	122,167	122,686
24	82,563	86,749	91,067	95,601	100,439	105,439	110,650	114,419	115,763	122,143	125,589	126,110
25	85,109	89,339	93,742	98,452	103,375	108,654	114,020	117,904	119,290	125,865	129,312	129,832
26	87,697	91,930	96,637	101,472	106,525	111,914	117,431	121,433	122,862	129,630	133,078	133,597
27	90,245	94,779	99,486	104,494	109,718	115,218	120,982	125,106	126,574	133,545	136,992	137,511
28	92,966	97,633	102,555	107,563	112,957	118,740	124,620	128,864	130,381	137,567	141,013	141,532
29	95,772	100,523	105,531	110,884	116,413	122,265	128,348	132,718	134,280	141,679	145,126	145,645
30	98,665	103,546	108,683	114,170	119,868	125,834	132,257	136,763	138,372	145,995	149,444	149,962
31	101,604	106,698	112,008	117,580	123,451	129,709	136,146	140,785	142,441	150,286	153,735	154,254
32	104,583	109,894	115,376	121,165	127,166	133,628	140,208	144,988	146,692	154,772	158,221	158,742
33	107,734	113,175	118,830	124,834	131,009	137,636	144,476	149,399	151,156	159,480	162,931	163,450
34	110,973	116,585	122,412	128,507	134,937	141,736	148,880	153,951	155,763	164,343	167,793	168,311
35	114,338	120,129	126,043	132,349	138,952	146,050	153,283	158,503	160,369	169,203	172,653	173,170
36	117,752	123,627	129,843	136,364	143,141	150,365	157,818	163,196	165,115	174,213	177,660	178,180
37	121,290	127,337	133,687	140,420	147,418	154,902	162,580	168,121	170,099	179,468	182,916	183,436
38	124,964	131,183	137,745	144,610	151,864	159,569	167,431	173,135	175,176	184,821	188,268	188,789
39	128,681	135,111	141,848	149,015	156,441	164,282	172,510	178,384	180,487	190,429	193,876	194,394
40	132,564	139,215	146,165	153,375	161,146	169,572	177,676	183,728	185,890	196,133	199,578	200,099
41	136,492	143,355	150,481	157,991	165,897	174,589	182,931	189,164	191,388	201,933	205,380	205,902
42	140,637	147,589	154,972	162,701	170,861	179,830	188,459	194,878	197,175	208,032	211,478	211,997
43	144,786	152,080	159,639	167,624	176,047	185,248	194,119	200,734	203,092	214,282	217,729	218,248
44	149,142	156,611	164,471	172,724	181,314	190,795	199,958	206,770	209,203	220,729	224,175	224,694
45	153,680	161,318	169,353	177,803	186,710	196,478	205,935	212,951	215,453	227,322	230,770	231,290

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, July 1, 2023  
PROFESSIONAL EMPLOYEES ASSOCIATION**

Years	Start	1	2	3	4	5	6	7	8	9	15	20	25
Step	1	2	3	4	5	6	7	8	9	10	15	20	25
Grade 1	42,514	44,572	46,809	49,220	51,583	54,270	56,907	58,845	59,537	62,816	66,315	66,843	67,846
2	43,785	45,932	48,256	50,621	53,208	55,884	58,687	60,684	61,401	64,782	68,279	68,808	69,840
3	45,056	47,333	49,657	52,202	54,783	57,579	60,373	62,431	63,165	66,643	70,141	70,669	71,729
4	46,414	48,690	51,193	53,775	56,450	59,231	62,241	64,360	65,119	68,707	72,205	72,734	73,825
5	47,772	50,269	52,723	55,353	58,074	61,022	64,019	66,201	66,981	70,668	74,167	74,693	75,814
6	49,264	51,762	54,346	57,022	59,824	62,899	65,980	68,229	69,030	72,832	76,333	76,859	78,012
7	50,753	53,249	55,968	58,774	61,665	64,776	67,988	70,303	71,130	75,050	78,550	79,076	80,262
8	52,284	54,873	57,545	60,485	63,504	66,744	70,040	72,423	73,278	77,313	80,815	81,340	82,560
9	53,821	56,497	59,341	62,323	65,435	68,667	72,089	74,545	75,426	79,579	83,075	83,605	84,859
10	55,353	58,157	61,093	64,161	67,320	70,766	74,325	76,858	77,760	82,046	85,545	86,071	87,362
11	57,105	59,956	62,936	66,137	69,378	72,733	76,561	79,171	80,102	84,511	88,009	88,538	89,866
12	58,817	61,714	64,822	68,063	71,440	75,146	78,842	81,526	82,487	87,030	90,529	91,055	92,421
13	60,574	63,638	66,705	70,082	73,672	77,339	81,119	83,883	84,871	89,544	93,044	93,571	94,975
14	62,366	65,480	68,809	72,184	75,824	79,618	83,627	86,479	87,498	92,314	95,813	96,340	97,786
15	64,252	67,409	70,827	74,333	78,057	82,076	86,180	89,119	90,165	95,134	98,632	99,161	100,649
16	66,182	69,514	72,973	76,608	80,469	84,490	88,687	91,710	92,790	97,902	101,402	101,927	103,456
17	68,195	71,526	75,080	78,887	82,836	87,084	91,473	94,587	95,703	100,972	104,472	104,997	106,572
18	70,168	73,759	77,401	81,343	85,377	89,721	94,067	97,274	98,416	103,840	107,340	107,867	109,485
19	72,272	75,909	79,720	83,712	87,962	92,268	96,941	100,245	101,422	107,008	110,507	111,035	112,700
20	74,508	78,232	82,131	86,255	90,549	95,085	99,861	103,260	104,476	110,235	113,734	114,260	115,974
21	76,698	80,557	84,590	88,884	93,221	97,943	102,869	106,376	107,625	113,554	117,053	117,582	119,345
22	79,020	82,965	87,127	91,467	96,024	100,896	105,924	109,534	110,820	116,925	120,425	120,953	122,767
23	81,444	85,465	89,686	94,273	98,920	103,983	109,163	112,879	114,211	120,500	124,000	124,526	126,394
24	83,802	88,050	92,433	97,035	101,946	107,021	112,310	116,135	117,499	123,975	127,473	128,001	129,921
25	86,385	90,679	95,148	99,929	104,925	110,284	115,730	119,673	121,079	127,753	131,252	131,779	133,756
26	89,012	93,309	98,087	102,994	108,123	113,593	119,193	123,254	124,705	131,574	135,074	135,601	137,635
27	91,598	96,200	100,979	106,062	111,364	116,946	122,797	126,982	128,472	135,548	139,046	139,574	141,667
28	94,360	99,097	104,093	109,176	114,652	120,521	126,489	130,797	132,337	139,631	143,128	143,655	145,809
29	97,209	102,030	107,114	112,547	118,160	124,099	130,273	134,709	136,295	143,804	147,303	147,830	150,048
30	100,145	105,099	110,313	115,883	121,666	127,721	134,240	138,815	140,447	148,184	151,685	152,212	154,495
31	103,128	108,298	113,688	119,343	125,303	131,655	138,188	142,896	144,578	152,540	156,041	156,567	158,916
32	106,151	111,542	117,107	122,982	129,074	135,632	142,311	147,162	148,892	157,094	160,595	161,123	163,540
33	109,350	114,872	120,613	126,706	132,974	139,701	146,643	151,640	153,423	161,872	165,375	165,901	168,390
34	112,638	118,334	124,248	130,435	136,961	143,862	151,113	156,260	158,099	166,808	170,310	170,836	173,399
35	116,053	121,931	127,933	134,334	141,037	148,241	155,583	160,881	162,775	171,741	175,242	175,768	178,404
36	119,518	125,481	131,791	138,410	145,289	152,621	160,186	165,644	167,592	176,826	180,324	180,853	183,566
37	123,110	129,247	135,692	142,526	149,629	157,226	165,018	170,642	172,650	182,160	185,660	186,187	188,980
38	126,838	133,150	139,811	146,779	154,142	161,963	169,943	175,732	177,803	187,594	191,092	191,621	194,495
39	130,611	137,137	143,976	151,250	158,788	166,746	175,098	181,060	183,195	193,286	196,784	197,310	200,269
40	134,553	141,304	148,358	155,675	163,564	172,116	180,341	186,484	188,678	199,074	202,572	203,101	206,147
41	138,540	145,505	152,738	160,361	168,385	177,208	185,675	192,001	194,259	204,962	208,461	208,990	212,125
42	142,747	149,803	157,297	165,142	173,424	182,527	191,286	197,801	200,133	211,153	214,650	215,177	218,405
43	146,957	154,362	162,034	170,139	178,687	188,026	197,031	203,745	206,139	217,496	220,995	221,522	224,845
44	151,379	158,961	166,938	175,314	184,033	193,657	202,957	209,871	212,341	224,040	227,538	228,064	231,485
45	155,985	163,738	171,893	180,470	189,511	199,425	209,024	216,145	218,685	230,732	234,232	234,759	238,281

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 D

### Certifications List for Article 10. Professional Growth

ALEP	Accredited Learning Environment Planner
APM	Associate in Project Management
CCCA	Certified Construction Contract Administrator
CCIE	Cisco Certified Internetwork Expert
CCM	Certified Construction Manager
CCNP	Cisco Certified Network Professional
CCS	Certified Construction Specifier
CCSP	Certified Cloud Security Professional
CDT	Construction Documents Technologist
CEH	Certified Ethical Hacker
CHMM	Certified Hazardous Materials Manager
CISA	Certified Information Systems Auditor
CISSP	Certified Information System Security Professional
CLRP	Certified Labor Relations Professional
CPM	Certified Project Manager
CPP	Certified Payroll Professionals
CSP	Certified Safety Professional
GPC	Grants Professional Certification
FPC	Fundamental Payroll Certification
JAMF-200	JAMF Certified Technician
JAMF-300	JAMF Certified Administrator
LEED	Leadership in Energy & Environmental Design
MCSE	Microsoft Certified Solutions Expert
MN AELSLAGID, PA	Architect Registration
MN AELSLAGID, PE	Professional Engineer Registration
MN AELSLAGID, PLA	Landscape Architect Registration
MPM	Master Project Manager
PMP	Project Management Professional
Security+	CompTIA Security+
SHRM-SCP	Society for Human Resource Management Senior Certified Professional
SRM-CP	Society for Human Resource Management Certified Professional
SSCP	ISC2 Security Systems Certified Practitioner



Appendix D (continued)

**Certifications List for Article 10. Professional Growth**

1. **Tableau Desktop Specialist; Tableau Certified Data Analyst; Tableau Server Certified Associate. More info: <https://www.tableau.com/learn/certification>**
2. **Certified Public Accountant**
3. **NCIDQ =National council of interior design qualifications**
4. **Office of Communications, ARP certification through the Minnesota School Public Relation Association (MNSPRA)**
5. **Microsoft Network Fundamentals, Microsoft Security Fundamentals, CCNA**
  - **Certified Business Analyst Professional (CBAP)**
  - **Certified Information Systems Security Professional (CISSP)**
  - **Cisco Certified Network Professional (CCNP)**
  - **Cisco Certified Internetwork Expert (CCIE)**
6. **OSHA General Industry Safety, Asbestos Inspector, Playgrounds Safety Inspector, HAZWOPER**
7. **Basic Emergency Management Certificate Issued by the Minnesota Department Of Homeland Security and Emergency Management Estimated Course Time: 105 Hours of Independent Study and 65 Hours of Classroom Instruction.**
8. **Any project management certificate**
9. **Evergreen's Graph Guides program - year-long data visualization PD & mentoring**
10. **Communication Management Professional (CMP); Strategic Communication**
11. **Licensed Architect or Engineer by the State of MN**
12. **Accredited Learning Environment Planner (ALEP) through the Association for Learning Environments (A4LE)**
13. **PMP / CAPM (PMI)**
14. **Project management certificate through the University of MN College of Continuing & Professional Studies**
15. **Certified ServSafe Instructor and Registered Proctor**
16. **Specialty Food Association Food Buyer Certificate**
17. **Accreditation in Public Relations (ARP)**

**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 2020~~22~~-2024~~23~~ 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.

**MEMORANDUM OF AGREEMENT**

Civil Service Rules Waiver

**Retention Bonus**

**MEMORANDUM OF AGREEMENT  
REGARDING CIVIL SERVICE RULES WAIVER**

This Memorandum of Agreement (the “Agreement”) is made effective as of December 1, 2022 by and between Independent School District No. 625 (the “District”), and Professional Employees Association (PEA) (hereinafter Union).

**WHEREAS**, the District and Union recognize that a current labor shortage exists; and

**WHEREAS**, the District and Union both wish to find ways to improve the efficiency of the recruitment and hiring process; and

**WHEREAS**, the Union and District have identified that one aspect of the hiring and recruitment process that has played a role in creating an inefficiency in the time it takes to recruit and hire new employees are those Civil Service Rules relating to recruitment and hiring of employees; and

Now therefore be it resolved:

1. **CIVIL SERVICE EXAMINATIONS AND PROBATION**, Article 12 section 1, will be waived for the term of this agreement.
2. The District will utilize a hiring process of application, interview and offer for all openings including promotional openings.
3. The Civil Service Rules will be waived except for the following which remain active: 1,2,3,13,15,17,18,27,30,31,32,33,34.

**Conclusion**

1. The parties agree that this Agreement constitutes the entire agreement between the parties on the matters contained herein.
2. The parties further agree that this waiver agreement expires on December 31, 2023 and Civil Service Rules will be fully reinstated for this bargaining unit January 1, 2024.

INDEPENDENT SCHOOL DISTRICT  
NO. 625

Professional Employees Association (PEA)

\_\_\_\_\_  
Executive Director of Human Resources

\_\_\_\_\_  
Legal Counsel, P.E.A.

\_\_\_\_\_  
Labor Relations Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**MEMORANDUM OF AGREEMENT**  
**Retention Bonus**

This Memorandum of Agreement (the "Agreement") is made effective as of April 19, 2022 by and between Independent School District No. 625 (the "District"), and the Professional Employees Association (hereinafter the Union).

WHEREAS, The District has completed negotiations with other bargaining units in the current negotiation cycle; and

WHEREAS, the parties wish to enter into an agreement to provide additional funding for a one-time only retention bonus in the collective bargaining process; and

WHEREAS, payments shall be made for working in school year 2020-2021 and school year 2021-2022 as separate payments, and

WHEREAS, the Union and the District have a mutual interest in continued positive relationships;

Now therefore be it resolved:

1. The members of the Union collective bargaining agreement who are receiving a paycheck on the payday of March 11, 2022 and worked during the course of the 2020-2021 school year and have not separated service for any reason shall be eligible to receive a \$1,500 retention bonus in May, 2022.
2. Employees who were on a voluntary layoff, leave of absence other than for FMLA or maternity, have separated service with the employer for any reason or did not otherwise work during the 2020-2021 school year are not eligible for this payment for the school year 2020-2021 as indicated in item 1 above. Employees who would otherwise qualify for this retention bonus, but who have separated employment with the district for any reason prior to the provision of the retention bonus shall not be eligible for this payment.
3. The members of the Union collective bargaining agreement who are employed by the District on the payday of March 11, 2022 and worked both the school year 2020-2021 and the school year 2021-2022 shall be eligible to receive an additional \$1,500 retention bonus in June, 2022.
4. Members of the Union collective bargaining agreement who have only been employed for the 2021-2022 school year shall be eligible to receive only an additional \$1500 retention bonus and shall not be eligible for payment of any retention bonus for the school year 2020- 2021.
5. Employees who were on a voluntary layoff, leave of absence other than for FMLA or maternity, have separated service with the employer for any reason prior to the provision of the retention bonus or did not otherwise work during the 2021-2022 school year are not eligible for this payment for the school year 2021-2022 as indicated in item 3 above.
6. This bonus in either school year category (2020-2021, 2021-2022) shall be paid as a one-time, off the wage schedule, lump sum payment.
7. This retention bonus shall not be offered again during the course of the negotiations process for the contract beginning January 1, 2020 and ending December 31, 2021.

**Conclusion**

1. Nothing in this memorandum of agreement herein modifies the employee's rights in the respective articles for sick leave, vacation, compensatory leave, personal leave or any other article not expressly modified within this memorandum of agreement.
2. Nothing in this memorandum of agreement is intended to reduce the benefits in the current collective bargaining agreement.
3. The District agrees to continue to follow the collective bargaining agreement language for members of the bargaining unit.
4. Either party may request a meet and confer relative to the items listed herein.
5. No modifications of any provisions of this Agreement shall be valid unless in writing signed by the parties.

**MEMORANDUM OF AGREEMENT (continued)  
Retention Bonus**

6. Nothing herein shall be deemed precedent setting for either party.
7. This agreement shall be in place from the date of DATE, 2022 and shall remain in place until conclusion of the 2021-2023 collective bargaining agreement.
8. The parties agree that this Agreement constitutes the entire agreement between the parties on the matters contained herein.

**INDEPENDENT SCHOOL DISTRICT  
NO. 625**

**Professional Employees Association (PEA)**

\_\_\_\_\_  
**Executive Director of Human Resources**

\_\_\_\_\_  
**Business Representative/Attorney**

\_\_\_\_\_  
**Labor Relations Manager**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**



**Human Resources Department  
District 625**  
360 Colborne Street 3<sup>rd</sup> Floor  
Saint Paul, MN 55102

**Independent School**

An Affirmative Action/  
Equal Opportunity Employer

**Telephone:** (651) 767-8200 • **Fax:** (651) 665-0269 • **Website:**

July 28, 2020

Mr. Mike Wilde  
Attorney representing Professional Employees Association

Re: Letter of Understanding to review classifications listed within the PEA contract

Dear Mr. Wilde,

The purpose of this letter is to summarize and document the discussion and understanding from our recent labor contract negotiations. The Professional Employees Association and Saint Paul Public Schools have both agreed to meet and review the list of classifications as stated in the 2018-2019 labor agreement. The Parties desire to not only review those classifications, but to mutually agree to remove classifications which are obsolete or have not been utilized for a significant period of time. Additionally, any recent job classifications which are not listed in the referenced agreement would be added.

The parties have contemplated using a labor management process to accomplish the collaborative process mutually desired by both parties.

Respectfully,

Jim Vollmer  
Assistant Director Employee/Labor Relations

