

Metadata header

This contract is provided by UC Berkeley's Institute of Industrial Relations Library (IIRL). The information provided is for noncommercial educational use only. It may have been reformatted from the original and some appendices or tables may be absent. Note that subsequent changes, revisions, and corrections may apply to this document.

For more information about the IIR Union Contracts Project, contact:
Lincoln Cushing, lcushing@library.berkeley.edu

IDnum 190 **Language** English **Country** United States **State** MN

Union AFSCME (American Federation of State, County and Municipal Employees) AFL-CIO

Local 844

Occupations Represented
Computer support specialists and systems administrators
Data entry and information processing workers

Bargaining Agency Saint Paul Public Schools Independent School District #625

Agency industrial classification (NAICS):

61 (Educational Services)

BeginYear 2000 **EndYear** 2002

Source http://www.stpaul.k12.mn.us/hrdept/contracts/C_AFSCME00-02.html

Original_format PDF (unitary)

Notes

Contact

Full text contract begins on following page.

2000 - 2002

**AGREEMENT BETWEEN
SAINT PAUL PUBLIC SCHOOLS
INDEPENDENT SCHOOL DISTRICT NO. 625
And
LOCAL UNION 844
DISTRICT COUNCIL 14
OF THE AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL
EMPLOYEES, AFL-CIO
Representing Clerical and Technical Employees**

July 1, 2000 Through June 30, 2002

c.logo page one



c.logo page two

SAINT PAUL PUBLIC SCHOOLS

Independent School District No. 625

Board of Education

Becky Montgomery Chair

Anne Carroll Director

Tom Conlon Director

Gilbert de la O Director

Al Oertwig Director

Mary Thornton Phillips Director

Neal Thao Director

Administration

Superintendent of Schools Patricia A. Harvey

Interim Chief Operating Officer Lois Rockney

Chief Academic Officer Kate Foate Trewick

Chief Accountability Officer Margo Baines

Executive Assistant Tanya Martin Pekel

Area Superintendents Luz Maria Serrano, Area A

Louis Kanavati, Area B

Joann Knuth, Area C

Mary K. Boyd, Area D

Terilyn Turner, Area E

TABLE OF CONTENTS

ARTICLE PAGE

Preamble iv

Article 1. Recognition

Article 2. Check Off 1

Article 3. Maintenance of Standards 2

Article 4. Management Rights 2

Article 5. Work Day 2

Article 6. Lunch Breaks and Rest Breaks 3

Article 7. Holidays 3

Article 8. Vacation 4

Article 9. Leaves of Absence 5

Article 10. Wages 9

Article 11. Working Out of Classification 10

Article 12. Mileage 10

Article 13. Severance Pay 11

Article 14. Insurance Benefits 12

Article 15. Probation 17

Article 16. Seniority 18

Article 17. Discipline 20

Article 18. Employee Records 20

Article 19. Grievance Procedure 21

Article 20. Temporary Employees 23

Article 21. Bulletin Boards 23

Article 22. Vacancies 23

Article 23. Non-Discrimination 23

Article 24. No Strike, No Lockout 24

Article 25. Legal Services 24

Article 26. Safety Shoes 24

Article 27. Terms of Agreement 24

Appendix A. Titles and Salaries 28

Appendix B. Titles and Grades 33

Appendix C. Standard Ranges 35

ADDITIONAL INFORMATION

(Not a Part of the Negotiated Agreement)

MEMORANDA OF UNDERSTANDING

Labor Management Task Force 38

Filling Vacancies and Staffing Levels 39

MEMORANDUM OF AGREEMENT

Improvement Plan Process 40

Index 42

PREAMBLE

This Agreement, entered into by Independent School District No. 625, hereinafter referred to as the Employer or as the District, and Local Union 844 affiliated with Council 14 of the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 1. RECOGNITION

1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all of its employees as outlined in the certification by the State of Minnesota Bureau of Mediation Services, dated October 16, 1986, in Case No. 87-PR-158 and as amended and as set forth in Section 1.2 below.

1.2 The bargaining unit covered by this Agreement shall consist of the following: All office, clerical, administrative and technical personnel who are employed by Independent School District No. 625, Saint Paul, Minnesota, who work a minimum of fourteen (14) hours per week and sixty-seven (67)

days per year, and who are public employees within the meaning of Minn. Stat. § 179A.03, Subd. 14 in the classifications listed in Appendix B excluding supervisory, confidential and all other employees.

3. Any present or future employee who is not a Union member shall be required to contribute a fair share fee for services rendered by the Union and, upon notification by the Union, the Employer shall check off said fee from the earnings of the employee and transmit the same to the Union. In no instance shall the required contribution exceed a pro rata share of the specific expenses incurred for services rendered by the representative in relationship to negotiations and administration of grievance procedures. This provision shall remain operative only so long as specifically provided by Minnesota law, and as otherwise legal.

1.4 The Union 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 1, Section 1.3.

ARTICLE 2. CHECK OFF

2.1 The Employer agrees to deduct the Union membership initiation fee assessments and once each month dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by a representative of the Union and the aggregate deductions of all employees shall be remitted together with an itemized statement to the representative by the first of the succeeding month after such deductions are made or as soon thereafter as is possible.

2.2 The Employer shall provide a payroll deduction for voluntary employee contributions to the Union's Political Action Committee.

2.3 The Union 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 3. MAINTENANCE OF STANDARDS

3.1 The parties agree that all conditions of employment relating to wages, hours of work, overtime differentials, vacations, and all other general working conditions shall be maintained at not less than the highest minimum standard set forth in the Civil Service Rules of the City of Saint Paul (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. MANAGEMENT RIGHTS

4.1 The Union 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. All rights and authority which the Employer has not officially abridged, delegated or modified by this Agreement are retained by the Employer.

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

ARTICLE 5. WORK DAY

5.1 The normal workday shall be eight and one-half (8 1/2) hours in duration, eight (8) of which are paid. Each normal workday shall include two paid fifteen (15)-minute rest breaks. In addition, a forty-five (45) minute, duty-free lunch shall be provided. Fifteen (15) minutes of the duty-free lunch is paid and the remaining thirty (30) minutes is unpaid.

The following is an example of a normal workday schedule:

Work day begins at: 8:00 a.m.

Morning Rest Break: 10:00 - 10:15 a.m.

Lunch Break: Noon-12:45 p.m. (15 paid minutes)

Afternoon Rest Break: 3:00 - 3:15 p.m.

Work day ends at: 4:30 p.m.

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

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

5.4 Overtime is to be paid at the rate of one and one-half (1 1/2) times the employee's normal hourly rate for all hours worked in excess of eight (8) hours per day and forty (40) hours per week.

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

ARTICLE 6. LUNCH BREAKS AND REST BREAKS

6.1 Lunch breaks shall be forty-five (45)-minutes in length, thirty (30) of which are unpaid, and shall

be scheduled by the supervisor at approximately the middle of the employee's shift.

6.2 All employees' work schedules shall provide for a paid fifteen (15)-minute rest break during each one-half shift. The rest breaks shall be scheduled by the supervisor at approximately the middle of each one-half shift whenever this is feasible.

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

ARTICLE 7. HOLIDAYS

7.1 Holidays recognized and observed. The following days shall be recognized and observed as paid holidays:

New Year's Day Labor Day

Martin Luther King Day Thanksgiving Day

Presidents' Day Day After Thanksgiving

Memorial Day Christmas Day

Independence Day

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

7.2 Eligibility Requirements. To be eligible for holiday pay, employees must be active on the payroll the day of the holiday. The holiday shall not be counted as a working day for the purposes of this Article.

7.3 Notwithstanding Article 7.2, a temporary employee shall be eligible for holiday pay only after such employee has been employed as a temporary employee for sixty-seven (67) consecutive workdays.

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

5. Employees who work summer school and qualify under the eligibility requirements of 7.2 above shall be paid for the Independence Day holiday.

6. Employees who are required to work on a holiday listed in Article 7.1, except in situations defined in Article 7.4, shall be compensated on a time and one-half basis in addition to regular holiday pay.

ARTICLE 8. VACATION

8.1 Vacation credits shall accumulate at the rates shown below for each full hour on the payroll, excluding overtime. Years of service means calendar years of service, regardless of F.T.E.

For Twelve (12)-Month Employees

Annual Annual

Years of Twelve-Month Hours Days

Service Accrual Rate* Earned Earned

First year through 4th year .0500 104 13

5th year through 9th year .0692 144 18

10th year through 15th year .0769 160 20

16th year through 23rd year .0923 192 24

24th year and thereafter .1115 232 29

For Ten (10)-Month Employees

Annual Annual

Years of Ten-Month Hours Days

Service Accrual Rate* Earned Earned

First year through 4th year .0521 91.5 11.5

5th year through 9th year .0713 125.5 15.7

10th year through 15th year .0790 139.0 17.4

16th year through 23rd year .0944 166.1 21.0

24th year and thereafter .1136 200.0 25.0

8.2 The head of the department may permit an employee to carry over into the next "vacation year" up to one hundred sixty (160) hours of vacation.

8.2.1 An employee who has more than one hundred sixty (160) hours of accrued vacation remaining at the end of the last full pay period in October shall either:

(a) be required to use the hours of vacation in excess of one hundred sixty (160) hours prior to the end of the calendar year: or

(b) be compensated for hours in excess of one hundred sixty (160) hours at end of year: or

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

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

8.2.2 For the purpose of this Article, the "vacation year" shall be the calendar year.

8.2.3 Ten (10)-month employees may use accrued vacation during the period of summer break up to June 30 with the approval of their supervisor.

8.3 The above provisions of vacation shall be subject to the Saint Paul Salary Plan and Rates of Compensation, Section I, Subd. H.

*There is a difference in the ten (10)-month and twelve (12)-month accrual rates so that the full value of the three (3) converted holidays (twenty-four [24] hours) will be earned during that length of work year. The twelve-month hours and days are based on a 2,080-hour work year; the ten (10)-month hours and days are based on a 1,760-hour work year.

ARTICLE 8. VACATION (continued)

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

There shall be no conversion of unused sick leave in any amount at any time to any cash payment other than the above-described conversion to vacation time or severance pay in Article 13.

ARTICLE 9. LEAVES OF ABSENCE

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

9.1.1 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.

2. Family Illness: Employees may use accumulated sick leave for hours off due to sudden sickness or disability of a parent or a member of his/her household or to make arrangements for the care of such sick or disabled persons up to a maximum of eight hours sick leave per incident. Up to forty (40) hours of accumulated sick leave may be used in a work year to allow the employee to care for and attend to the serious or critical illness of his/her spouse or dependent parent. These hours when used are deducted from sick leave.
3. Sick Child Care Leave. Sick leave to care for a sick child shall be granted on the same terms as the employee is able to use sick leave for the employee's own illness. This leave shall only be granted pursuant to Minn. Stat. §181.12413 and shall remain available as provided in Statute.

9.1.4 Bereavement Leave. A leave of absence with pay, not to exceed five (5) days, shall be granted because of the death of an employee's spouse or child.

9.1.4.1 Up to three (3) days shall be granted because of death of other members of the employee's immediate family. Other members of the immediate family shall mean father, mother, sister, brother, parent-in-law, son-in-law or daughter-in-law.

2. Leave of absence for one (1) day shall be granted because of death of other close relatives. Other close relatives shall mean grandparent, grandchild, uncle, aunt, nephew, niece, brother-in-law, and sister-in-law.
3. A "day" for this purpose shall be equivalent to the regularly assigned workday of the employee, and such leave shall be deducted from accumulated sick leave.

ARTICLE 9. LEAVE OF ABSENCE (continued)

9.1.5 Adoption Leave. Up to fifteen (15) days of accumulated sick leave may be used in a contract year to attend to adoption procedures or care for a newly adopted child. Use of these fifteen (15) days does not need to occur consecutively.

9.2 Court Duty Leave. Any employee who is required during his/her regular working hours to appear in court as a juror or witness except as a witness in his/her own behalf against the Employer, shall be paid the regular pay while so engaged, provided, however, that any fees that the employee may receive from the court for such service shall be paid to the Employer and be deposited with the Employer Business Office. Any employee who is scheduled to work a shift other than the normal daytime shift shall be rescheduled to work the normal daytime shift during such time as the employee is required to appear in court as a juror or witness.

9.3 Military Leave With Pay. Any employee who shall be a member of the National Guard, the Naval Militia or any other component of the militia of the state, now or hereafter organized or constituted under state or federal law, or who shall be a member of the Officers Reserve Corps, the Enlisted Reserve Corps, the Naval Reserve, the Marine Corps Reserve or any other reserve component of the military or naval force of the United States, now or hereafter organized or constituted under federal law, shall be entitled to leave of absence from employment without loss of pay, seniority status, efficiency rating, vacation, sick leave or other benefits for all the time when such employee is engaged with such organization or component in training or active service ordered or authorized by proper authority pursuant to law, whether for state or federal purposes,

provided that such leave shall not exceed a total of fifteen (15) days in any calendar year and further provided that such leave shall be allowed only in case the required military or naval service is satisfactorily performed, which shall be presumed unless the contrary is established. Such leave shall not be allowed unless the employee (1) returns to his/her position immediately upon being relieved from such military or naval service and not later than the expiration of time herein limited for such leave, or (2) is prevented from so returning by physical or mental disability or other cause not due to such employee's own fault, or (3) is required by proper authority to continue in such military or naval service beyond the time herein limited for such leave.

ARTICLE 9. LEAVES OF ABSENCE (continued)

9.4 General Non-Compensatory Leave of Absence. After three months of employment, an employee may make application for a leave of absence not to exceed one year. A leave of absence shall be granted on the basis established in the Civil Service Rules (Resolution No. 3250).

9.4.1 Said rules are supplemented and amended by the following provision:

All requests for unpaid leave are subject to District approval. Such requests are to be submitted to the Human Resource Department on a form provided by the Employer.

If an employee's request for thirty (30) days or more of non-medical and non-parental leave is approved, the employee will be offered the opportunity to return to employment in an equivalent position, if a vacancy is available after the conclusion of the leave. If no equivalent vacancy exists at that time, the District will continue to consider the employee's return for two (2) years after the conclusion of leave. If no equivalent vacancy has occurred and has been assigned by the end of two (2) years from the conclusion of leave, the employee's name will be dropped from consideration as though he/she had resigned, and the employee will be considered resigned.

"Equivalent vacancy" means a position of the same job classification held by the employee at the time of the leave, which remains in existence, has been vacated by the resignation or termination of another employee, and which the District intends to fill in the same classification.

9.5 Parental Leave

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

2. In the case of pregnancy, an employee who wishes to use a period of (paid) earned sick

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

9.5.3 In the case of adoption, the employee shall submit to the Director of Human Resources of Independent School District No. 625 a written application including the anticipated date of placement of the child, at least twelve (12) weeks in advance of the anticipated date of placement, or earlier if possible. Documentation will be required.

ARTICLE 9. LEAVES OF ABSENCE (continued)

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

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

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

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

9.8 Military Leave Without Pay. Any employee who engages in active service in time of war or other emergency declared by proper authority of any of the military or naval forces of the State or of the United States for which leave is not otherwise allowed by law shall be entitled to leave of absence from employment without pay during such service with right of reinstatement and subject to such conditions as are imposed by law. Such leaves of absence as are granted under 9.3 of this Article shall conform to Minnesota Statutes, Section 192, as amended from time to time and shall confer no additional benefits other than those granted by said statute.

9.9 Educational Leave. Leave with pay may be granted for educational purposes at the option of the Employer.

9.10 Union Official Leave. An employee elected or appointed to a full-time paid position by the

exclusive representative may be granted a leave of absence without pay for not more than one (1) year for the purpose of conducting the duties of the exclusive representative.

ARTICLE 10. WAGES

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

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

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

3. Initial Step Placement. When an employee is regularly appointed into a title covered by this Agreement or moves from one title covered by the Agreement to an appointment in a different title under this Agreement, shall be governed by Civil Service Rules.

10.4 Salary Step/Increase Eligibility. Employees must meet the following conditions in order to be eligible for salary step advancement or, if on the 5, 10 or 15-year step, to be eligible for a salary increase:

1. Full-time employees must have been paid a minimum of 1,040 hours on the payroll in the previous twelve months. Part-time employees must complete a pro-rata number of hours in order to qualify for a step advancement (i.e., a half-time employee must complete five hundred twenty (520) hours to qualify for a step).
2. If an employee is on an improvement plan, the employee must be on track with the components of the improvement plan.
3. The improvement plan process as it relates to step progression and salary increases is described in a Memorandum of Agreement in the back of this Agreement.

10.5 Salary Step Progression.

1. An employee who meets the eligibility requirements in 10.4 of this Section will advance one step up to Step 6 (five-year step).
2. An employee who meets the eligibility requirements in 10.4 of this Section and who has

completed ten (10) calendar years of service in the District will advance one (1) additional salary step on the first pay period in July, not to exceed Step 7.

3. An employee who meets the eligibility requirements in 10.4 of this Section and who has completed fifteen (15) calendar years of service in the District will advance one (1) additional salary step on the first pay period in July, not to exceed Step 8.

ARTICLE 11. WORKING OUT OF CLASSIFICATION

11.1 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) working days during a year 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.

11.2 For the following classifications, the provisions of 11.1 shall not apply to performance of the duties of the next higher classification in the job series:

Clerk I BOE

Clerk-Stenographer I BOE

Clerk-Typist I BOE

Data Entry Operator I BOE

ARTICLE 12. MILEAGE

12.1 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 31¢ per mile, or such higher rate as may be established at the discretion of the Board.

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 13. SEVERANCE PAY

13.1 The Employer shall provide a severance pay program as set forth in this Article. Payment of severance pay shall be made within the tax year of the retirement.

13.2 To be eligible for the severance pay program, the employee must meet the following requirements:

13.2.1 The employee must be fifty-five (55) years of age or older or must be eligible for pension under the "Rule of 90" provisions of the Public Employees Retirement Association (PERA). The "Rule of 85" or the "Rule of 90" criteria shall also apply to employees covered by a public pension plan other than PERA.

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

13.3 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 13.2 above, he or she will be granted severance pay in an amount equal to \$70 pay for each day of accrued, unused sick leave, up to 214 days.

13.3.1 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 in 13.2 above, he or she will be granted severance pay in an amount equal to \$60 pay for each day of accrued, unused sick leave up to 250 days.

13.3.2 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 in 13.2 above, he or she will be granted severance pay in an amount equal to \$70 pay for each day of accrued, unused sick leave up to 214 days.

13.4 The maximum amount of money that any employee may obtain through this severance pay program is \$15,000.

13.5 For the purpose of this severance pay program, a death of an employee shall be considered as separation of employment and, if the employee would have met all of the requirements set forth above at the time of his or her death, payment of the severance pay may be made to the employee's estate or spouse.

13.6 For the purpose of this severance pay program, a transfer from Independent School District No. 625 employment to City of Saint Paul employment is not considered a separation of employment, and such transferee shall not be eligible for this severance program.

ARTICLE 14. INSURANCE BENEFITS

SECTION 1. ACTIVE EMPLOYEE HEALTH INSURANCE

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

1.2 Eligibility Waiting Period. One (1) full month of continuous regularly appointed service in Independent School District No. 625 will be required before an eligible employee can receive the District contribution to premium cost for health and life insurance provided herein.

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

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

1.5 Employer Contribution Amount--Full-Time Employees. Effective January 1, 2000, 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 \$215 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 \$400 per month, whichever is less.

1.5.1 Effective January 1, 2001, 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 \$235 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 \$430 per month, whichever is less.

1.5.2 Effective January 1, 2002, 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 \$260 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 \$470 per month, whichever is less.

ARTICLE 14. INSURANCE, Section 1. (continued)

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 selecting employee coverage; or for each half-time employee who selects family insurance coverage, the Employer will contribute fifty percent (50%) of the amount contributed for full-time employees selecting family coverage in the same insurance plan.

1.6.1 Notwithstanding Section 1.6 above, employees covered by this Agreement and employed half time prior to January 1, 1986, shall receive the same insurance contributions as a full-time employee. This Section 1.6.1 applies only to employees who were employed half-time during the month of December 1985 and shall continue to apply only as long as such employee remains continuously employed half time.

1.7 Life Insurance. For each eligible employee, the Employer agrees to contribute to the cost of \$25,000 life insurance coverage. The total premium contribution by the Employer for all life insurance coverage shall not exceed \$6.32 per month. This amount shall drop to \$5,000 of coverage (in the event of early retirement) until the retiree reaches age 65; then all Employer coverage shall terminate.

1.8 Dental Insurance. Effective January 1, 2002, 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 \$30 per month for single coverage.

1.9 Long-Term Disability Insurance. Effective January 1, 2001, the Employer shall contribute up to \$15 per month for each eligible employee covered by this Agreement who is employed full time toward long-term disability insurance.

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

1.11 The contributions indicated in this Article 14 shall be paid to the Employer's group health and welfare plan.

1.12 Any cost of any premium for any Employer-offered employee or family insurance coverage in excess of the dollar amounts stated in this Article 14 shall be paid by the employee through payroll deduction.

ARTICLE 14. INSURANCE (continued)

SECTION 2. RETIREMENT HEALTH INSURANCE

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

1.1 Employees hired into District service before May 1, 1996, must have completed the following service eligibility requirements with Independent School District No. 625 prior to retirement in order to be eligible for any payment of any insurance premium contribution by the District after retirement:

- A. Be receiving pension benefits from PERA, St. Paul Teachers Retirement Association or other public employee retiree program at the time of retirement and have severed the employment relationship with Independent School District 625;
- B. Must be at least fifty-eight (58) years of age and have completed twenty-five (25) years of service, or;
- C. The combination of their age and their years of service must equal eighty-five (85) or more, or;
- D. Must have completed at least thirty (30) years of service, or;
- E. Must have completed at least twenty (20) consecutive years of service within Independent School District No. 625 immediately preceding retirement.

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

1.2 Employees hired into District service after May 1, 1996. must have completed twenty (20) years of service with Independent School District No. 625. Time with the City of Saint Paul will not be counted toward this twenty (20)-year requirement.

1.3 Eligibility requirements for all retirees:

- A. A retiree may not carry his/her spouse as a dependent if such spouse is also an Independent School District No. 625 retiree or Independent School District No. 625 employee and eligible for and is enrolled in the Independent School District No. 625 health insurance program, or in any other Employer-paid health insurance program.
- B. Additional dependents beyond those designated to the District at the time of retirement may not be added at District expense after retirement.
- C. The employee must make application through District procedures prior to the date of retirement in order to be eligible for any benefits provided in this Section.

ARTICLE 14. INSURANCE (continued)

Subd. 2. Employer Contribution Levels for Employees Retiring Before Age Sixty-Five

2.1 Health Insurance Employer Contribution

Employees who meet the requirements in Subd. 1 or Subd. 2 will receive a District contribution toward health insurance until the employee reaches sixty-five (65) years of age as defined in this subdivision.

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. In the event the District changes health insurance carriers, it will have no impact on the District contribution for such coverage.
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 sixty-fifth (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 Sixty-Five (65)

3.1 Employees hired into the District before May 1, 1996, who retired before age sixty-five (65) and are receiving benefits per Subd. 2 above are eligible, upon reaching age sixty-five (65), for employer premium contributions for health insurance described in Subd. 4 of this Article.

3.2 Employees hired into the District before May 1, 1996, who retire at age sixty-five (65) or older must have completed the eligibility requirements in Subd. 1 above or the following eligibility requirements to receive District contributions toward post-age-sixty-five (65) health insurance premiums:

- A. Employees hired before January 1, 1990, must have completed at least ten (10) years of continuous employment with the District. For such employees or early retirees who have not completed at least ten (10) years of service with the District at the time of their retirement, the Employer will discontinue providing any health insurance contributions upon their retirement or, in the case of early retirees, upon their reaching age sixty-five (65).

ARTICLE 14. INSURANCE, Section 2. (continued)

B. Employees hired on or after January 1, 1990 and prior to May 1, 1996, must have completed twenty (20) years of continuous employment with the District. For such employees or early retirees who have not completed at least twenty (20) years of service with the District at the time of their retirement, the Employer will discontinue providing any health insurance contributions upon their retirement or, in the case of early retirees, upon their reaching age sixty-five (65).

Years of certified civil service time with the City of Saint Paul earned prior to May 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 May 1, 1996, will be considered a break in District employment.

3.3 Employees hired on or after May 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 May 1, 1996, shall be eligible for only early retirement insurance premium contributions as provided in Subd. 2 and Deferred Compensation

match in Subd. 5.

Subd. 4. Employer Contribution Levels for Retirees After Age Sixty-Five (65)

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

Federal and state rules governing participation in the Minnesota Deferred Compensation Plan shall apply. The employee, not the District, is solely responsible for determining his/her total maximum allowable annual contribution amount under IRS regulations.

The employee must initiate an application to participate through the District’s specified procedures.

ARTICLE 15. PROBATION

15.1 General Principles. This Article is effective for appointments made on or after May 1, 1994. For the purpose of this Article, six (6) months shall mean six (6) full-time equivalent months (1,040 hours on the payroll). The calculation for time on probation will exclude any unpaid breaks not worked by the employee. Extended absences of any kind (paid or unpaid) lasting one (1) week or more in duration may be excluded when calculating time toward the completion of any probationary period.

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

15.2 Original Employment Probation. A new employee shall serve a six (6)-month probationary

period, as defined in 15.1, above, following regular appointment from an eligible list to a position covered by this Agreement. At any time during this original probationary period, the employee may be suspended, disciplined or discharged at the discretion of the Employer, and without recourse to the grievance procedure.

15.3 Promotional Probation. An employee newly promoted to a position covered by this Agreement shall remain on promotional probation for a period of six (6) months. At any time during this probationary period, the employee may be returned to the employee's previous position or to a position to which the employee may have been transferred or assigned prior to the promotion, at the discretion of the Employer, and without recourse to the grievance procedure.

ARTICLE 16. SENIORITY

16.1 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 employee's rank on the eligible list from which certification was made.

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

16.3 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. However, when layoff occurs in any of the titles listed below under Column A, layoff shall be based on inverse length of total seniority in all titles listed on the corresponding line under Column B.

The Human Resource Department will identify such least senior employee in the department reducing positions, and shall notify said employee of his/her reduction from the department. If there are any vacancies in any of the titles under Column B on which seniority was based, in any other District department, the Human Resource Department shall place the affected employee in such vacancy. If two or more vacant positions are available, the Human Resource Department shall decide which vacant positions the affected employee shall fill. If no vacancy exists in such titles, then the least senior District employee in such titles shall be identified, and if the employee affected by the original departmental reduction is more senior, he/she shall have the right to claim that position and the least senior District employee in such titles shall be the employee laid off. For the purposes of this Article, the Board of Education is not included as a City department nor is a Board of Education employee included as a City employee.

<u>Column A</u>	<u>Column B</u>
Child Development Technician BOE	Child Development Technician BOE, *Special Student Attendant BOE
Engineering Aide I BOE	Engineering Aide I BOE, Engineering Aide II BOE
Engineering Aide II BOE	Engineering Aide I BOE, Engineering Aide II BOE

*Special Student Attendant BOE	Child Development Technician BOE, *Special Student Attendant BOE
Clerk I BOE	Clerk I BOE, Clerk II BOE
Clerk II BOE	Clerk I BOE, Clerk II BOE
Clerk-Stenographer I BOE	Clerk-Stenographer I BOE, Clerk-Stenographer II BOE
Clerk-Typist I BOE	Clerk-Typist I BOE, Clerk-Typist II BOE
Clerk-Typist II BOE	Clerk-Typist II BOE, Clerk-Typist I BOE
Data Entry Operator I BOE	Data Entry Operator I BOE Data Entry Operator II BOE

*Abolished except as to present incumbents.

ARTICLE 16. SENIORITY (continued)

16.4 In cases where there are promotional series, such as Technician I, II, III, etc., when the number of employees in these higher titles is to be reduced, employees who have held lower titles which are in this bargaining unit will be offered reductions to the highest of these titles to which class seniority would keep them from being laid off, before layoffs are made by any class title in any department.

16.5 In cases where an employee to be laid off has held no regular appointment in a lower title in the same promotional series as his/her current title, that employee will be offered a reduction to the title within the bargaining unit to which he/she was regularly appointed immediately prior to his/her current title, so long as there is either a vacancy or, if no vacancy exists, a less senior employee in such title may be displaced. In cases where an employee to be laid off has held no regular appointment to any titles immediately prior to his/her current title, said employee shall be laid off. The employee reducing into a title formerly held must satisfactorily complete a six (6)-month probationary period in such title.

If the probationary period is not satisfactory, the employee shall, at any time during the probationary period, be reinstated to his/her former title and shall be laid off, but such employee's name will be placed on the reinstatement register in his/her former title and "bumping" rights herein shall not again apply to such employee.

This procedure will be followed by the Board of Education for Board of Education employees. City employees being reduced or laid off may not displace Board of Education employees. Board of Education employees being reduced or laid off may not displace City employees.

16.6 It is understood that such employees will pick up their former seniority date in any class of positions that they previously held.

7. Recall from layoff shall be in inverse order of layoff, except that recall rights shall expire after two years of layoff.

ARTICLE 17. DISCIPLINE

17.1 Discipline will be administered for just cause only. Discipline will be in the form of the following actions. Such actions may be taken in an order different from that listed here, based on the specific employee action.

17.1.1 Oral reprimand;

17.1.2 Written reprimand;

17.1.3 Suspension;

17.1.4 Reduction;

17.1.5 Discharge.

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

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

17.4 Employees and the Union will receive copies of written reprimands and notices of suspension and discharge.

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

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

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

17.8 A grievance relating to this Article shall be processed in accordance with the grievance procedure in Article 19 of this Agreement. This provision is not intended to abrogate rights of veterans pursuant to statute.

ARTICLE 18. EMPLOYEE RECORDS

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

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

ARTICLE 19. GRIEVANCE PROCEDURE

19.1 The Employer shall recognize stewards selected in accordance with Union rules and regulations as the grievance representative of the bargaining unit. The Union 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 Union that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during working hours only when consistent with such employee duties and responsibilities. The steward involved and a grieving employee shall suffer no loss in pay when a grievance is processed during working hours, provided the steward and the employee have notified and received the approval of 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, except for the appeal of disciplinary action as provided by Article 17, for the processing of grievances, which are defined as an alleged violation of the terms and conditions of this Agreement.

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

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

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

ARTICLE 19. GRIEVANCE PROCEDURE (continued)

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

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

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

1. Notwithstanding that portion of Article 27.2 referring to laws of the City of Saint Paul, no issue regarding actions taken under this Agreement shall be submitted to the Civil Service Commission, except as permitted in Article 17.8, for persons covered by veterans preference.

ARTICLE 20. TEMPORARY EMPLOYEES

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

In cases of temporary work, appointment officers may fill a vacant position with a temporary employee. The appointing officer must indicate in making such a request that such employment is in fact temporary. No person shall serve as a temporary employee more than 1040 working hours in any fiscal year. No person may work in excess of 1040 hours unless the Human Resources Director approves such extension prior to the use of the full 1040 hours.

Persons on appropriate eligible lists shall be given, at the discretion of the Human Resources Director, preference in temporary appointment, and their names shall remain on all eligible lists for regular employment.

The Human Resources Director may alter the number of working days permitted upon determination that market conditions warrant an adjustment.

Whenever discretionary changes are made in accordance with this section by the Human Resources Director, the effective date of the action shall be preceded by a twenty day public notice period. This period shall be initiated by notice to the recognized bargaining unit for the title affected and the affected departments.

ARTICLE 21. BULLETIN BOARDS

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

ARTICLE 22. VACANCIES

22.1 The Human Resource Department will send notices of job vacancies to each building to be posted at least five (5) working days before filling the vacancy so that qualified District employees who hold the title may apply for consideration.

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

ARTICLE 23. NON-DISCRIMINATION

23.1 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 Union.

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 24. NO STRIKE, NO LOCKOUT

24.1 Neither the Union, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction or support any strike, or the withholding in whole or in part of the full performance of their duties during the life of this Agreement, except as specifically allowed by the Public Employment Labor Relations Act. In the event of a violation of this Article, the Employer will warn employees of the consequences of their action and shall instruct them to immediately return to their normal duties. Any employee who fails to return to his/her full duties within twenty-four (24) hours of such warning may be subject to the penalties provided in the Public Employment Labor Relations Act.

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

ARTICLE 25. LEGAL SERVICES

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

25.2 Notwithstanding 25.1, 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 26. SAFETY SHOES

The District agrees to pay fifty dollars (\$50) per year toward the purchase or repair of safety shoes for an employee who is a member of this unit, under the following conditions:

The District shall contribute toward the purchase or repair of one (1) pair of shoes per contract year and shall not be responsible for any additional cost of any additional shoes hereafter. This reimbursement of fifty dollars (\$50) shall be made only after verification of expenditure and approval by the Department head or designated supervisor of the employee. This fifty dollar (\$50) Employer contribution shall apply only to those employees who are required to wear protective shoes or boots by the Employer, and the contribution shall not exceed the actual cost of such shoes or boots.

ARTICLE 27. TERMS OF AGREEMENT

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

ARTICLE 27. TERMS OF AGREEMENT (continued)

27.1.1 Pay Equity - Possible Re-Opener.

If, during the term of this Agreement, the District is found out of compliance with Pay Equity requirements by the Minnesota Department of Employee Relations (DOER), and if the finding of non-compliance indicates that American Federation of State, County, and Municipal Employees' classes which are female-dominated and described by DOER as under-compensated are a specific contributing cause of the non-compliance judgment, and if the non-compliance judgment stands after the completion of any and all appeal processes, then the District and the Union will re-open the contract for the sole purpose of negotiations limited to efforts to address the specific compliance problems in a manner designed by the parties to move toward compliance.

The Union and the District acknowledge that no right to strike is derived from any outcome of the negotiations or lack of agreement during this re-opener, should it be necessary to re-open.

27.2 Savings Clause. This Agreement is subject to the laws of the United States, the State of Minnesota, and the City of Saint Paul. In the event any provision of this Agreement shall hold to be

contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions shall continue in full force and effect.

27.3 Term of Agreement. This Agreement shall be in full force and effect from July 1, 2000, through June 30, 2002, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by June 1 that it desires to modify or terminate this Agreement.

27.4 This constitutes a tentative Agreement between the parties which will be recommended by the Negotiations/Labor Relations Manager, but is subject to the approval of the Board of Education and is also subject to ratification by Local Union No. 844.

WITNESSES:

INDEPENDENT SCHOOL DISTRICT NO. 625		LOCAL UNION 844, DISTRICT COUNCIL 14 OF THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO
Chair, Board of Education		President, Local 844
Negotiations/Labor Relations Manager		Business Representative
Negotiations/Labor Relations Assistant Manager		Date
Date		

INTENTIONALLY BLANK

APPENDICES A, B AND C

APPENDIX A: SALARY SCHEDULES

APPENDIX B: TITLES AND GRADES

APPENDIX C: CLERICAL STANDARD RANGES

APPENDIX A: TITLES AND WAGES

Clerical and Technical Employees

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

Years of Service	Start	1	2	3	4	5	10	15
Step	1	2	3	4	5	6	7	8

Grade 7

Trainee (Clerical) BOE

Trainee (Child Development) BOE

Trainee (Maintenance) BOE

Trainee (Storehouse) BOE

7-1-00	9.55	10.21	10.58	10.94	11.27	11.61	11.95	12.46
6-30-01	9.74	10.42	10.79	11.16	11.49	11.95	12.31	12.96

Grade 8

Trainee (Counselor Aide) BOE

Trainee (Management)BOE

Trainee (Technical) BOE

7-1-00	9.77	10.41	10.78	11.20	11.53	11.88	12.23	12.75
6-30-01	9.96	10.62	10.99	11.42	11.76	12.23	12.60	13.26

Grade 9

Clerk I BOE

Service Worker II BOE

7-1-00	9.96	10.67	11.02	11.44	11.78	12.13	12.50	13.02
6-30-01	10.16	10.88	11.24	11.67	12.02	12.50	12.87	13.54

Grade 10

Clerk-Typist I BOE

Clerk-Typist I (Bilingual) BOE

7-1-00	10.19	10.85	11.24	11.60	11.95	12.31	12.67	13.20
6-30-01	10.39	11.06	11.46	11.83	12.19	12.67	13.05	13.73

Grade 12

Data Entry Operator I BOE

7-1-00	10.58	11.36	11.76	12.18	12.55	12.93	13.31	13.86
6-30-01	10.79	11.58	12.00	12.43	12.80	13.31	13.71	14.41

Grade 13

Clerk-Stenographer I BOE								
Mail Clerk BOE								
7-1-00	10.78	11.57	11.99	12.46	12.83	13.22	13.62	14.17
6-30-01	10.99	11.80	12.23	12.71	13.09	13.62	14.02	14.74
Grade 14								
Clerk II BOE								
7-1-00	11.02	11.83	12.29	12.74	13.12	13.51	13.92	14.48
6-30-01	11.24	12.06	12.53	12.99	13.38	13.92	14.33	15.06
Years of Service	Start	1	2	3	4	5	10	15
Step	1	2	3	4	5	6	7	8
Grade 15								
Order Distribution Assistant BOE								
7-1-00	11.24	12.03	12.53	13.04	13.43	13.84	14.25	14.83
6-30-01	11.46	12.27	12.78	13.30	13.70	14.25	14.68	15.42
Grade 16								
Data Entry Operator II BOE								
7-1-00	11.49	12.37	12.85	13.41	13.81	14.22	14.65	15.24
6-30-01	11.72	12.62	13.11	13.68	14.09	14.65	15.09	15.85
Grade 17								
Clerk-Typist II BOE								
Clerk-Typist II (Bilingual) BOE								
Receptionist BOE								
7-1-00	11.76	12.66	13.16	13.74	14.15	14.57	15.01	15.63
6-30-01	12.00	12.92	13.42	14.01	14.43	15.01	15.46	16.26
Grade 19								
Accounting Clerk I BOE								
Clerk-Stenographer II BOE								
EDP Aide BOE								
Security Monitor BOE								
Storeroom Assistant BOE								
7-1-00	12.29	13.27	13.86	14.47	14.91	15.36	15.82	16.44
6-30-01	12.53	13.53	14.14	14.76	15.21	15.82	16.29	17.10
Grade 20								
Clerk III BOE								
Community Education Clerk-Typist BOE								
7-1-00	12.55	13.67	14.25	14.88	15.33	15.79	16.26	16.90
6-30-01	12.80	13.95	14.54	15.18	15.64	16.26	16.75	17.57
Grade 21								
Courier BOE								

Delivery Assistant BOE								
7-1-00	12.85	13.97	14.58	15.26	15.72	16.19	16.67	17.32
6-30-01	13.11	14.25	14.88	15.56	16.03	16.67	17.17	18.01
Grade 22								
Clerk-Stenographer III BOE								
Clerk-Typist III BOE								
Clerk-Typist III (Bilingual) BOE								
Data Entry Operator III BOE								
Duplicating Equipment Operator BOE								
Payroll Clerk I BOE								
School Business Clerk BOE								
Security Monitor II BOE								
Substitute School Clerk BOE								
7-1-00	13.16	14.35	15.05	15.71	16.19	16.67	17.17	17.83
6-30-01	13.42	14.64	15.36	16.03	16.51	17.17	17.69	18.55

Years of Service	Start	1	2	3	4	5	10	15
Step	1	2	3	4	5	6	7	8
Grade 23								
Cashier BOE								
Library Technician BOE								
7-1-00	13.53	14.74	15.38	16.09	16.57	17.07	17.58	18.26
6-30-01	13.80	15.04	15.69	16.41	16.91	17.58	18.11	18.99
Grade 24								
Accounting Clerk II BOE								
Child Development Technician BOE								
*Special Student Attendant BOE								
Technical User Support I BOE								
Technology Support Technician II BOE								
7-1-00	13.89	15.13	15.82	16.56	17.06	17.57	18.10	18.79
6-30-01	14.17	15.44	16.14	16.89	17.40	18.10	18.64	19.54
Grade 25								
Elementary School Clerk BOE								
Nutrition Program Clerk BOE								
Occupational Therapy Assistant BOE								
Physical Therapy Assistant BOE								
7-1-00	14.24	15.53	16.20	16.89	17.40	17.92	18.46	19.16
6-30-01	14.52	15.84	16.52	17.23	17.75	18.46	19.01	19.92

Grade 26								
Architectural Drafter Trainee BOE								
Computer Operator BOE								
SASI/Parlant Support Assistant BOE								
7-1-00	14.63	15.97	16.69	17.44	17.96	18.50	19.06	19.77
6-30-01	14.92	16.28	17.02	17.79	18.32	19.06	19.63	20.57
Grade 27								
Clerk IV BOE								
Elementary School Clerk BOE (effective 6-30-01)								
Furniture Processor BOE								
Middle Level School Clerk BOE								
Payroll Clerk II BOE								
Storekeeper BOE								
Student Data Clerk IV BOE								
7-1-00	14.63	16.03	16.77	17.57	18.09	18.64	19.19	19.92
6-30-01	14.92	16.35	17.10	17.92	18.45	19.19	19.77	20.71
Grade 29								
Duplicating Equipment Operator Supervisor BOE								
Storekeeper (Food Service) BOE								
7-1-00	15.42	16.89	17.71	18.51	19.06	19.63	20.22	20.98
6-30-01	15.72	17.23	18.06	18.88	19.44	20.22	20.83	21.81

Years of Service	Start	1	2	3	4	5	10	15
Step	1	2	3	4	5	6	7	8

Grade 30								
Accounting Technician I BOE								
Architectural Drafter BOE								
E.D.P. Programmer Trainee BOE								
Instructional Media Clerk BOE								
Instructional Media Technician BOE								
Procurement Specialist Trainee BOE								
Secretary BOE								
Senior High School Clerical Services Supervisor BOE								
7-1-00	15.87	17.33	18.19	19.02	19.60	20.18	20.79	21.11
6-30-01	16.19	17.68	18.56	19.41	19.99	20.79	21.41	22.11
Grade 31								
Clerical Supervisor BOE								

Storeroom Supervisor BOE								
7-1-00	16.29	17.82	18.63	19.53	20.11	20.72	21.34	22.00
6-30-01	16.62	18.17	19.01	19.92	20.52	21.34	21.98	23.00
Grade 32								
Information Systems Technician BOE								
Payroll Information Systems Technician BOE								
Procurement Specialist BOE								
SASI/Parlant Technical Trainer BOE								
7-1-00	16.75	18.33	19.20	20.09	20.69	21.32	21.96	22.00
6-30-01	17.09	18.70	19.58	20.49	21.11	21.96	22.61	23.00
Grade 33								
Payroll Systems Supervisor BOE								
Technical User Support II BOE								
Technology Support Technician III BOE								
Transportation Coordinator I BOE								
7-1-00	17.20	18.87	19.73	20.66	21.28	21.91	22.57	23.00
6-30-01	17.55	19.25	20.13	21.07	21.70	22.57	23.25	24.00
Grade 34								
Accounting Technician II BOE								
7-1-00	17.71	19.39	20.26	21.22	21.86	22.51	23.19	24.00
6-30-01	18.06	19.77	20.67	21.65	22.30	23.19	23.89	24.00
Grade 35								
Traffic Operations Coordinator BOE								
7-1-00	18.19	19.90	20.86	21.83	22.49	23.16	23.86	24.00
6-30-01	18.56	20.30	21.28	22.27	22.94	23.86	24.57	25.00
Grade 36								
Accounting and Systems Technician BOE								
Disbursement Auditing Supervisor BOE								
E.D.P. Programmer BOE								
Network Technician I BOE								
7-1-00	18.70	20.47	21.46	22.49	23.17	23.86	24.58	25.00
6-30-01	19.07	20.88	21.89	22.94	23.63	24.58	25.32	26.00

Years of Service	Start	1	2	3	4	5	10	15
Step	1	2	3	4	5	6	7	8

Grade 37								
Transportation Coordinator II BOE								
7-1-00	19.21	21.05	22.04	23.09	23.78	24.49	25.23	26.00
6-30-01	19.60	21.47	22.48	23.55	24.26	25.23	25.99	27.00

Grade 38									
Accounting Technician III BOE									
7-1-00	19.78	21.66	22.68	23.73	24.44	25.18	25.93	26.68	27.43
6-30-01	20.17	22.09	23.13	24.21	24.93	25.93	26.71	27.43	28.15
Grade 40									
Applications Systems Programmer/Analyst BOE									
Network Technician II BOE									
7-1-00	20.94	22.92	23.98	25.14	25.90	26.68	27.48	28.28	29.08
6-30-01	21.36	23.37	24.46	25.65	26.42	27.48	28.30	29.12	29.94
Grade 42									
Accounting Technician IV BOE									
7-1-00	22.10	24.25	25.40	26.59	27.39	28.21	29.05	29.89	30.73
6-30-01	22.54	24.74	25.90	27.12	27.93	29.05	29.92	30.78	31.64
Grade 44									
E.D.P. Lead Programmer BOE									
7-1-00	23.39	25.66	26.92	28.16	29.00	29.87	30.77	31.67	32.57
6-30-01	23.86	26.18	27.46	28.72	29.58	30.77	31.69	32.61	33.53
Hourly Titles									
Clerical Assistant BOE									
7-1-00	9.27	9.53	9.79						
6-30-01	9.55	9.81	10.08						
Storehouse Helper BOE									
7-1-00	16.74	17.19							
6-30-01	17.24	17.71							
Stores Clerk (School Food Service) BOE									
7-1-00	17.65	18.09							
6-30-01	18.18	18.63							

APPENDIX B

BOARD OF EDUCATION CLERICAL TITLES AND GRADES

<u>Grade</u>	<u>Title</u>	<u>Grade</u>	<u>Title</u>
19	Accounting Clerk I BOE	13	Mail Clerk BOE
24	Accounting Clerk II BOE	27	Middle Level School Clerk BOE
23	Cashier BOE	25	Nutrition Program Clerk BOE
Hourly	Clerical Assistant BOE	15	Order Distribution Assistant BOE
31	Clerical Supervisor BOE	22	Payroll Clerk I BOE
9	Clerk I BOE	27	Payroll Clerk II BOE
14	Clerk II BOE	33	Payroll Systems Supervisor BOE
20	Clerk III BOE	32	Procurement Specialist BOE
27	Clerk IV BOE	30	Procurement Specialist Trainee BOE
13	Clerk-Stenographer I BOE	17	Receptionist BOE
19	Clerk-Stenographer II BOE	22	School Business Clerk BOE
22	Clerk-Stenographer III BOE	30	Secretary BOE
10	Clerk-Typist I BOE	19	Security Monitor BOE
10	Clerk-Typist I (Bilingual) BOE	22	Security Monitor II BOE
17	Clerk-Typist II BOE	30	Sr. High School Clerical Services Supv. BOE
17	Clerk-Typist II (Bilingual) BOE	9	Service Worker II BOE
22	Clerk-Typist III BOE	Hourly	Storehouse Helper BOE
22	Clerk-Typist III (Bilingual) BOE	27	Storekeeper BOE
20	Community Educ. Clerk Typist BOE	29	Storekeeper (Food Service) BOE
26	Computer Operator BOE	19	Storeroom Assistant BOE
21	Courier/Data Processing Aide BOE	31	Storeroom Supervisor BOE
12	Data Entry Operator I BOE	Hourly	Stores Clerk (School Food Service) BOE
16	Data Entry Operator II BOE	27	Student Data Clerk IV BOE
22	Data Entry Operator III BOE	22	Substitute School Clerk BOE
21	Delivery Assistant BOE	7	Trainee (Clerical) BOE
36	Disbursement Auditing Supervisor BOE	7	Trainee (Child Development) BOE
22	Duplicating Equip. Operator BOE	7	Trainee (Maintenance) BOE
29	Duplicating Equip. Operator Supv. BOE	7	Trainee (Storehouse) BOE
19	EDP Aide BOE	35	Traffic Operations Coordinator BOE
25	Elementary School Clerk BOE	33	Transportation Coordinator I BOE
27	Elementary School Clerk BOE (eff. 6/30/01)	37	Transportation Coordinator II BOE
27	Furniture Processor BOE		

30 Instructional Media Clerk BOE

APPENDIX B (continued)

BOARD OF EDUCATION TECHNICAL TITLES AND GRADES

36	Accounting & Systems Technician BOE	26	Engineering Aide II BOE
30	Accounting Technician I BOE	17	Health and Education Assistant BOE
34	Accounting Technician II BOE	32	Information Systems Technician BOE
38	Accounting Technician III BOE	30	Instructional Media Technician BOE
42	Accounting Technician IV BOE	23	Library Technician BOE
17	Adaptive Recreation Assistant BOE	36	Network Technician I BOE
40	Applications Sys. Prog./Analyst BOE	40	Network Technician II BOE
30	Architectural Drafter BOE	25	Occupational Therapy Assistant BOE
26	Architectural Drafter Trainee BOE	32	Payroll Information System Technician BOE
24	Child Development Technician BOE	25	Physical Therapist Assistant BOE
17	Dental Assistant BOE	26	SASI/Parlant Support Assistant BOE
30	Dental Hygienist BOE	32	SASI/Parlant Technical Trainer BOE
44	E.D.P. Lead Programmer BOE	24	Special Student Attendant* BOE
36	E.D.P. Programmer BOE	24	Technical User Support I BOE
40	E.D.P. Programmer Analyst BOE	33	Technical User Support II BOE
30	E.D.P. Programmer Trainee BOE	24	Technology Support Technician II BOE
22	Engineering Aide I BOE	33	Technology Support Technician III BOE

*Abolished except as to present incumbents.

APPENDIX C: CLERICAL AND TECHNICAL STANDARD RANGES JULY 1, 2000

Years of Service	Start	1 Year	2 Years	3 Years	4 Years	5 Years	10 Years	15 Years
Step	1	2	3	4	5	6	7	8
Grade 1	8.55	9.08	9.43	9.72	10.01	10.31	10.62	11.08
2	8.73	9.28	9.55	9.89	10.19	10.49	10.81	11.28
3	8.89	9.46	9.77	10.12	10.42	10.74	11.06	11.54
4	9.03	9.15	9.96	10.29	10.60	10.92	11.25	11.73

5	9.19	9.82	10.19	10.52	10.84	11.16	11.50	11.99
6	9.38	10.01	10.33	10.70	11.02	11.35	11.69	12.19
7	9.55	10.21	10.58	10.94	11.27	11.61	11.95	12.46
8	9.77	10.41	10.78	11.20	11.53	11.88	12.23	12.75
9	9.96	10.67	11.02	11.44	11.78	12.13	12.50	13.02
10	10.19	10.85	11.24	11.60	11.95	12.31	12.67	13.20
11	10.33	11.09	11.46	11.88	12.24	12.60	12.98	13.52
12	10.58	11.36	11.76	12.18	12.55	12.93	13.31	13.86
13	10.78	11.57	11.99	12.46	12.83	13.22	13.62	14.17
14	11.02	11.83	12.29	12.74	13.12	13.51	13.92	14.48
15	11.24	12.03	12.53	13.04	13.43	13.84	14.25	14.83
16	11.49	12.37	12.85	13.41	13.81	14.22	14.65	15.24
17	11.76	12.66	13.16	13.74	14.15	14.57	15.01	15.63
18	11.99	13.00	13.53	14.10	14.52	14.96	15.41	16.02
19	12.29	13.27	13.86	14.47	14.91	15.36	15.82	16.44
20	12.55	13.67	14.25	14.88	15.33	15.79	16.26	16.90
21	12.85	13.97	14.58	15.26	15.72	16.19	16.67	17.32
22	13.16	14.35	15.05	15.71	16.19	16.67	17.17	17.83
23	13.53	14.74	15.38	16.09	16.57	17.07	17.58	18.26
24	13.89	15.13	15.82	16.56	17.06	17.57	18.10	18.79
25	14.24	15.53	16.20	16.89	17.40	17.92	18.46	19.16
26	14.63	15.97	16.69	17.44	17.96	18.50	19.06	19.77
27	14.63	16.03	16.77	17.57	18.09	18.64	19.19	19.92
28	15.05	16.40	17.19	17.94	18.48	19.03	19.61	20.38
29	15.42	16.89	17.71	18.51	19.06	19.63	20.22	20.98
30	15.87	17.33	18.19	19.02	19.60	20.18	20.79	21.56
31	16.29	17.82	18.63	19.53	20.11	20.72	21.34	22.12
32	16.75	18.33	19.20	20.09	20.69	21.32	21.96	22.76
33	17.20	18.87	19.73	20.66	21.28	21.91	22.57	23.40
34	17.71	19.39	20.26	21.22	21.86	22.51	23.19	24.03
35	18.19	19.90	20.86	21.83	22.49	23.16	23.86	24.72
36	18.70	20.47	21.46	22.49	23.17	23.86	24.58	25.46
37	19.21	21.05	22.04	23.09	23.78	24.49	25.23	26.13
38	19.78	21.66	22.68	23.73	24.44	25.18	25.93	26.86
39	20.34	22.27	23.34	24.42	25.16	25.91	26.69	27.63
40	20.94	22.92	23.98	25.14	25.90	26.68	27.48	28.45
41	21.50	23.59	24.67	25.85	26.63	27.43	28.25	29.24
42	22.10	24.25	25.40	26.59	27.39	28.21	29.05	30.07
43	22.76	24.92	26.09	27.34	28.16	29.01	29.88	30.92
44	23.39	25.66	26.92	28.16	29.00	29.87	30.77	31.84
45	24.03	26.38	27.62	28.97	29.84	30.74	31.66	32.76
46	24.75	27.18	28.45	29.84	30.74	31.66	32.61	33.73
47	25.49	27.99	29.31	30.74	31.66	32.61	33.59	34.74
48	26.26	28.83	30.18	31.66	32.61	33.59	34.59	35.78
49	27.05	29.70	31.09	32.61	33.59	34.59	35.63	36.85

50	27.86	30.59	32.02	33.59	34.59	35.63	36.70	37.95
----	-------	-------	-------	-------	-------	-------	-------	-------

APPENDIX C: CLERICAL AND TECHNICAL STANDARD RANGES JUNE 30, 2001

Years of Service	Start	1 Year	2 Years	3 Years	4 Years	5 Years	10 Years	15 Years
Step	1	2	3	4	5	6	7	8
Grade 1	8.72	9.26	9.62	9.91	10.21	10.62	10.93	11.41
2	8.90	9.47	9.74	10.09	10.39	10.81	11.13	11.62
3	9.07	9.65	9.96	10.32	10.63	11.06	11.39	11.88
4	9.21	9.33	10.16	10.50	10.81	11.25	11.59	12.08
5	9.37	10.02	10.39	10.73	11.06	11.50	11.84	12.35
6	9.57	10.21	10.54	10.91	11.24	11.69	12.04	12.55
7	9.74	10.42	10.79	11.16	11.49	11.95	12.31	12.83
8	9.96	10.62	10.99	11.42	11.76	12.23	12.60	13.13
9	10.16	10.88	11.24	11.67	12.02	12.50	12.87	13.41
10	10.39	11.06	11.46	11.83	12.19	12.67	13.05	13.60
11	10.54	11.31	11.69	12.12	12.48	12.98	13.37	13.92
12	10.79	11.58	12.00	12.43	12.80	13.31	13.71	14.27
13	10.99	11.80	12.23	12.71	13.09	13.62	14.02	14.60
14	11.24	12.06	12.53	12.99	13.38	13.92	14.33	14.92
15	11.46	12.27	12.78	13.30	13.70	14.25	14.68	15.27
16	11.72	12.62	13.11	13.68	14.09	14.65	15.09	15.69
17	12.00	12.92	13.42	14.01	14.43	15.01	15.46	16.10
18	12.23	13.26	13.80	14.38	14.81	15.40	15.87	16.50
19	12.53	13.53	14.14	14.76	15.21	15.82	16.29	16.93
20	12.80	13.95	14.54	15.18	15.64	16.26	16.75	17.40
21	13.11	14.25	14.88	15.56	16.03	16.67	17.17	17.84
22	13.42	14.64	15.36	16.03	16.51	17.17	17.69	18.37
23	13.80	15.04	15.69	16.41	16.91	17.58	18.11	18.80
24	14.17	15.44	16.14	16.89	17.40	18.10	18.64	19.35
25	14.52	15.84	16.52	17.23	17.75	18.46	19.01	19.73
26	14.92	16.28	17.02	17.79	18.32	19.06	19.63	20.37
27	14.92	16.35	17.10	17.92	18.45	19.19	19.77	20.51
28	15.36	16.73	17.53	18.30	18.85	19.61	20.19	21.00
29	15.72	17.23	18.06	18.88	19.44	20.22	20.83	21.60
30	16.19	17.68	18.56	19.41	19.99	20.79	21.41	22.21
31	16.62	18.17	19.01	19.92	20.52	21.34	21.98	22.79
32	17.09	18.70	19.58	20.49	21.11	21.96	22.61	23.44
33	17.55	19.25	20.13	21.07	21.70	22.57	23.25	24.10
34	18.06	19.77	20.67	21.65	22.30	23.19	23.89	24.75
35	18.56	20.30	21.28	22.27	22.94	23.86	24.57	25.46
36	19.07	20.88	21.89	22.94	23.63	24.58	25.32	26.23
37	19.60	21.47	22.48	23.55	24.26	25.23	25.99	26.92
38	20.17	22.09	23.13	24.21	24.93	25.93	26.71	27.66
39	20.75	22.72	23.81	24.91	25.66	26.69	27.49	28.46

40	21.36	23.37	24.46	25.65	26.42	27.48	28.30	29.30
41	21.93	24.06	25.17	26.37	27.16	28.25	29.10	30.12
42	22.54	24.74	25.90	27.12	27.93	29.05	29.92	30.97
43	23.21	25.42	26.61	27.89	28.72	29.88	30.77	31.85
44	23.86	26.18	27.46	28.72	29.58	30.77	31.69	32.79
45	24.51	26.91	28.18	29.55	30.44	31.66	32.61	33.74
46	25.25	27.72	29.02	30.44	31.35	32.61	33.59	34.75
47	26.00	28.55	29.89	31.35	32.29	33.59	34.59	35.78
48	26.78	29.41	30.79	32.29	33.26	34.59	35.63	36.85
49	27.59	30.29	31.71	33.26	34.26	35.63	36.70	37.95
50	28.41	31.20	32.66	34.26	35.29	36.70	37.80	39.09

ADDITIONAL INFORMATION

(Not a Part of the Agreement)

MEMORANDA OF UNDERSTANDING

Labor Management Task Force

Filling Vacancies and Staffing Levels

MEMORANDUM OF AGREEMENT

Improvement Plan Process

MEMORANDUM OF UNDERSTANDING

BETWEEN

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,

DISTRICT COUNCIL 14, LOCAL NO. 844 (AFSCME)

REGARDING LABOR MANAGEMENT TASK FORCE

The parties agree to continue a formal Labor Management Task Force to review issues both parties agree upon, including the appropriate use of titles in various positions in the District. It is further understood that the Union and the Employer will appoint members to the task force and all decisions will be through consensus based decision making. The Task Force may make recommendations to the Superintendent of Schools and the Union.

The Union and the District agree that the Task Force may:

1. Review descriptions for titles and identify elements that distinguish the typical responsibilities for AFSCME positions from others in the District.
1. Identify and discuss existing positions and appropriate unit determinations.
2. Work to develop a procedure to assure future appointments are placed in the appropriate title and bargaining unit.
3. Develop an agreement regarding employees in the District who currently are found to be in the wrong title or bargaining unit.
4. Discuss other relevant issues as agreed upon.

INDEPENDENT SCHOOL DISTRICT NO. 625		LOCAL UNION 844, DISTRICT COUNCIL 14 OF THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO
Chair, Board of Education		President, Local 844
Negotiations/Labor Relations Manager		Business Representative
Negotiations/Labor Relations Assistant Manager		Date - -
Date		

MEMORANDUM OF UNDERSTANDING

BETWEEN

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,

DISTRICT COUNCIL 14, LOCAL NO. 844 (AFSCME)

REGARDING FILLING VACANCIES AND STAFFING LEVELS

The Union and Employer agree to utilize a Labor Management Task Force with consensus based decision making to explore the following topics:

- the level of clerical staffing in buildings
- the time required to fill vacancies

The Task Force will make recommendations to the Superintendent of Schools and the Union.

The parties agree to a good faith attempt to resolve the issues.

INDEPENDENT SCHOOL DISTRICT NO. 625		LOCAL UNION 844, DISTRICT COUNCIL 14 OF THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO
Chair, Board of Education		President, Local 844
Negotiations/Labor Relations Manager		Business Representative
Negotiations/Labor Relations Assistant Manager		Date
Date		

MEMORANDUM OF AGREEMENT

BETWEEN

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,
DISTRICT COUNCIL 14, LOCAL NO. 844 (AFSCME)

REGARDING IMPROVEMENT PLAN PROCESS

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

Step 1: INFORMAL PROCESS

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

Step 2:

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

Step 3: FORMAL PROCESS

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

Step 4:

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

Step 5:

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

Step 6:

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

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

MEMORANDUM OF AGREEMENT

REGARDING IMPROVEMENT PLAN PROCESS

(Continued)

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

Memorandum shall remain in effect for the duration of the 2000-2002 Labor Agreement.

<p>INDEPENDENT SCHOOL DISTRICT NO. 625</p>		<p>LOCAL UNION 844, DISTRICT COUNCIL 14 OF THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO</p>
<p>Chair, Board of Education</p>		<p>President, Local 844</p>

Negotiations/Labor Relations Manager		Business Representative
Negotiations/Labor Relations Assistant Manager		Date
Date		

INDEX