

2015 - 2017

SAINT PAUL PUBLIC SCHOOLS

Agreement between the

**Board of Education
Independent School District No. 625**

and the

Saint Paul Federation of Teachers

Representing

**School and Community
Service Professionals**

July 1, 2015 through June 30, 2017





SAINT PAUL PUBLIC SCHOOLS
Independent School District No. 625

Board of Education

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Chue Vue	Clerk
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ARTICLE 1. PURPOSE OF THE AGREEMENT

This Agreement, entered into between the Board of Education of Independent School District No. 625, Saint Paul, Minnesota (hereinafter referred to as the "District" or "Employer"), and the Saint Paul Federation of Teachers Local 28, AFT (hereinafter referred to as the "Federation" or "Union"), pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as PELRA), has as its purpose the provision of the terms and conditions of employment for School and Community Service Professionals and other professional employees covered by this Agreement for the duration of this Agreement.

ARTICLE 2. RECOGNITION AND JURISDICTION

SECTION 1. RECOGNITION. In accordance with the provisions of PELRA, and the certification order issued by the Commissioner of the Bureau of Mediation Services, State of Minnesota, on May 1, 1991, the Board recognizes the Federation as the exclusive representative of School and Community Service Professionals and other professional positions within the appropriate unit as defined in this Agreement.

SECTION 2. JURISDICTION. The Federation is the sole elected representative of all School and Community Service Professionals and other professional employees who are defined as members of the appropriate unit for the duration of this Agreement. The Federation, as exclusive representative, has those rights and duties as prescribed by PELRA and this Agreement.

ARTICLE 3. DEFINITIONS

SECTION 1. TERMS AND CONDITIONS OF EMPLOYMENT. "Terms and Conditions of Employment" shall mean the hours of employment, the compensation, therefore, including fringe benefits except retirement contributions or benefits, and the personnel policies affecting the working conditions of the employees covered by this Agreement but does not mean education policies of the District.

SECTION 2. EMPLOYEE. "Employee" shall mean any person who holds a position in the appropriate unit as defined in Section 3 of this Article.

SECTION 3. APPROPRIATE UNIT. For the purpose of this Agreement, the term "appropriate unit" shall mean that unit of employees of Independent School District No. 625, Saint Paul, Minnesota, who are classified as School and Community Service Professionals and other Professional employees excluded from the Civil Service Professional Unit and from the Licensed Units who are public employees within the meaning of Minnesota Statute (M.S.) §179A.03 Subdivision 14, excluding confidential, supervisory and all other employees.

SECTION 4. BOARD. "Board" shall mean the Board of Education or its designated officials.

SECTION 5. SUPERINTENDENT. "Superintendent" shall mean the Superintendent of Schools or a designated representative.

SECTION 6. DAYS. "Days" shall mean employee workdays, except where otherwise designated.

SECTION 7. OTHER TERMS. Terms not defined in the Agreement shall have those meanings as defined by PELRA.

ARTICLE 4. BOARD OF EDUCATION RIGHTS

SECTION 1. NEGOTIATING RIGHTS. The Board 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 employers, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel as outlined in PELRA, M.S. §179A.07, Subd. 1 and 2.

SECTION 2. MANAGERIAL RESPONSIBILITIES. The District has the right and obligation to efficiently manage and conduct the operation of the District within its legal limitations and to adopt, repeal or modify policies, rules, and regulations insofar as such actions are not inconsistent with the terms of this Agreement.

ARTICLE 5. EMPLOYEE RIGHTS

SECTION 1. RIGHT TO JOIN AND PARTICIPATE. Employees shall have the right to form and join labor or employee organizations, but membership in such organizations shall not be required as a condition of employment.

SECTION 2. RIGHT TO VIEWS. Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any employee to the expression or communication of a view, complaint or opinion on any matter related to the conditions or compensation of employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

SECTION 3. RIGHT TO DUES CHECK OFF. Employees shall have the right to request and be granted payroll deduction for dues to be paid to the Federation. Upon receipt by the Payroll Department of a properly-executed authorization card of the employee involved, the District will deduct from the employee's paycheck the amount that the employee has agreed to pay to the Federation during the period provided in said authorization. The District will remit said deducted amount to the Federation within the payroll period covered by the paycheck from which the deduction is made.

SECTION 4. LEGAL SERVICES

Subd. 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.

Subd. 2. Notwithstanding Subd. 1. of this Section, 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, or is a participant in any legal action against the Employer.

ARTICLE 6. REPRESENTATION FEE

Subd. 1. The Federation shall have the right to request and be granted payroll check-off from the earnings of employees who are not members of the Federation, a fair-share fee for every individual from whom the deduction is to be made for services rendered by the Federation. If the Federation exercises this right, the payroll department shall supply to the Federation a listing of employees in the unit on paydays. The Federation shall return a list of names from whom deductions should be made not more than one (1) full week and one (1) day prior to the payroll date on which the deductions are to be made. The District will remit said deducted amounts to the Federation within the payroll period covered by the paycheck from which the deduction is made.

Subd. 2. The Federation agrees to indemnify and hold the District harmless against any and all claims, suits, orders or judgments brought or issued against the District as a result of any action taken or not taken by the District in compliance with the provisions of this Article.

ARTICLE 7. FEDERATION RIGHTS

SECTION 1. OFFICER, BUSINESS AGENT OR STEWARD. An officer, business agent or authorized steward of the Federation has the right to meet with employees so long as the meeting does not interfere with the job responsibilities of any employee. It is understood that whenever possible these meetings will be held before work, after work, or during a designated break in the employee's workday.

SECTION 2. OFFICER OR STAFF LEAVE. Employees who are elected officers of the Federation or who are appointed to its staff shall, upon proper application, be granted leave of absence without pay for up to one (1) school year for the purpose of performing legitimate duties for the Federation. Application for such leave shall include a letter of verification from the Federation that the applicant is eligible for leave provided in this Section. An employee granted such leave shall retain all rights to return to an appropriate vacancy, as described in Article 11, Section 5, Subd. 2., General Non-Compensatory Leaves, with no progression on the salary schedule. The employee while on such leave will retain access to insurance benefits at no cost to the District. No more than one (1) employee shall be granted leave under this provision.

ARTICLE 8. PROFESSIONAL WORKDAY AND WEEK

Subd. 1. The normal hours of work for the employee shall be a minimum of eight (8) hours in any twenty-four (24) hour period and forty (40) hours in a seven (7) day period.

Subd. 2. As professional employees with responsibility for the operation of various programs, members of this bargaining unit are often obligated to work at times outside and beyond the normal eight (8) hour daily and forty (40) hour minimum schedules, described in Subd. 1 of this Article, and/or on any day of the week. Such times are construed as part of the professional workday/work week, and do not generate additional pay beyond the regular biweekly or annual salary.

Subd. 3. Flex time may be scheduled in instances where the employee is required to work outside the normal work week. Unless otherwise authorized by the employee's supervisor, flex time shall normally be used within the next three (3) calendar months following the extended workday or week. It is understood by the parties that Overtime Compensation under Fair Labor Standards Act (FLSA) does not apply to this unit of professional employees.

Subd. 4. This Article shall not be construed as, and is not, a guarantee of any hours of work per normal workday.

ARTICLE 9. PROBATION

SECTION 1. NEW EMPLOYEE PROBATION. A newly appointed employee shall remain on probation for a period of one (1) full duty year. During the probationary period, the employee may be disciplined or have his/her employment terminated at the discretion of the Employer, and without recourse to the grievance procedure. For the purpose of this Article, "duty year" shall mean twelve (12) calendar months of active employment from the start date.

SECTION 2. NEW ASSIGNMENT PROBATION. An employee who has completed the one (1)-full duty year initial probationary period and subsequently undertakes a new position at the same level and job title, will then serve at the same level a ninety (90) calendar day probationary period. During this period, the employee may be returned to the previous assignment or a similar and equivalent assignment at the discretion of the Employer, and without recourse to the grievance procedure.

2.1 An employee who has not completed the full duty year of probation and has taken on a new assignment will serve no less than ninety (90) days new assignment probation, and no less than one (1) duty year total probationary period.

ARTICLE 10. EMPLOYEE BENEFITS

SECTION 1. HEALTH AND LIFE INSURANCE

Subd. 1. Employees who have been regularly employed in the District for more than thirty (30) days are eligible for benefits included in the insurance program for District employees and any supplemental or replacement program required to provide benefits described in the Subd. of this Section. Insurance benefits provided eligible employees include hospital, surgical, medical, major medical, dental, long-term disability, and life insurance coverage. Detailed descriptions of coverages, options, procedures, and eligibility requirements are provided in a pamphlet prepared for that purpose.

Subd. 2. Health Maintenance Organization

Employees and or retirees selecting a plan offered by a Health Maintenance Organization (HMO) agree to accept any changes in benefits which the specific HMO implements.

Subd. 3. Eligible Employees

3.1 Full-Time Status. For the purpose of this Section, full-time employment is defined as appearing on the payroll regularly at least thirty (30) hours per week or at least sixty (60) hours per pay period.

3.2 Half-Time Status. For the purpose of this Section, half-time employment is defined as appearing on the payroll regularly at least twenty (20) hours but less than thirty (30) hours per week or at least forty (40) hours but less than sixty (60) hours per pay period.

ARTICLE 10. EMPLOYEE BENEFITS, Section 1 (continued)

Subd. 4. Cafeteria Benefits Plan

- 4.1 Effective January 1, 1999, employee benefits will be offered to eligible employees through a Cafeteria Plan qualified under IRS Codes §105, §125, and §129. The Cafeteria Plan will contain a core set of benefits. Enrollment in these core benefits is required in order to participate in the Cafeteria Plan and receive any Employer contributions. Additional optional benefits are offered allowing employees to select benefits that meet their individual needs.
- 4.2 Contribution to Cafeteria Plan Credits: Each eligible full-time employee with single coverage shall receive \$785 per month which may be spent in a District-qualified cafeteria benefits plan. Each eligible full-time employee with family or single+1 coverage shall receive \$1,060 per month which they may spend in a District-qualified cafeteria benefits plan. Any dollars remaining from this amount after enrollment in core and optional benefits will be returned to the employee as salary.
- 4.2.1 Eligible part-time employees shall receive one-half the monthly amount of District contribution provided to full-time employees which may be spent in a District-qualified cafeteria benefits plan.
- 4.2.2 If the cost of benefits selected by the employee exceeds the amount of credits an employee receives from 4.2, and 4.2.2, above, that cost shall be paid by the employee through payroll deduction.
- 4.3 An employee who is insured as a dependent through the medical (dental) insurance coverage provided by Saint Paul Public Schools may elect to waive the employee medical (dental) insurance coverage in the core set of benefits. This is the sole exception where the employee may elect not to enroll in the full core of benefits.

Subd.5. Domestic Partners. Current Minnesota legislation does not allow the District to offer insurance coverage for domestic partners. If legislative authority is granted, the District will offer coverage to eligible domestic partners no later than the open enrollment period following the legislative change.

SECTION 2. RETIREMENT BENEFITS

Subd. 1. Benefit Eligibility for Employees who Retire Before Age Sixty-Five (65)

- 1.1 Employees must have completed the following conditions at the time of retirement to qualify for any District contribution of premium payment for health insurance or life insurance:
- A. Be eligible to receive pension benefits from the St. Paul Teachers Retirement Association or other public employee retiree program at the time of retirement and have severed the employment relationship with the District;
 - B. Must have completed at least fifteen (15) years of continuous employment with the District prior to retirement.
 - C. **Employees hired into the District on or after January 1, 2014, will not be eligible for any district contribution toward health insurance upon retirement.**

ARTICLE 10. EMPLOYEE BENEFITS, Section 2 (continued)

- 1.2 A retiree may not carry his/her spouse as a dependent if such spouse is also a District retiree or District employee and eligible for and is enrolled in the District health insurance program, or in any other Employer-paid health insurance program.
- 1.3 Additional dependents beyond those designated to the District at the time of retirement may not be added at District expense after retirement.
- 1.4 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.
- 1.5 Employees terminated for cause will not be eligible for employer contributions toward insurance premiums for either pre-age 65 or post-age 65 coverage.

Subd. 2. Employer Contribution Levels for Employees Retiring Before Age Sixty-Five (65)

2.1 Health Insurance Employer Contribution

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

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

2.2 Life Insurance Employer Contribution

The District will provide for early retirees who qualify under the conditions of Subd. 1. above, premium contributions for eligible retirees for \$5,000 of life insurance only until their 65th birthday. No life insurance will be provided, or premium contributions paid, for any retiree age sixty-five (65) or over.

Subd. 3. Benefit Eligibility for Employees After Age Sixty-Five (65)

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

ARTICLE 10. EMPLOYEE BENEFITS, Section 2 (continued)

3.3 Employees hired on or after January 1, 1996, shall not have or acquire in any way any eligibility for Employer-paid health insurance premium contribution for coverage in retirement at age sixty-five (65) and over in Subd. 4. Employees hired on or after January 1, 1996, shall be eligible for only early retirement insurance premium contributions as provided in Subd. 2. and Deferred Compensation match in Subd. 5.

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

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

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

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

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

Subd. 5. Employees hired after January 1, 1996, are eligible to participate in an Employer-matched Minnesota Deferred Compensation Plan or District approved 403(b) plan. The District will match up to \$1,000 per year of consecutive active service. Part-time employees working half-time, or more will be eligible for up to one half (50%) of the available District match. 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 and District approved 403(b) plan shall apply. The employee, not the District, is solely responsible for determining his/her total maximum allowable annual contribution amount under IRS regulations.

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

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

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

ARTICLE 10. EMPLOYEE BENEFITS, Section 3 (continued)

SECTION 3. LIABILITY INSURANCE

Subd. 1. Employees are included as additional insureds on the liability policy of the District. The limits of liability under this policy are \$50,000 per individual and \$300,000 per occasion. Corporal punishment is not included under the terms of this coverage. The District reserves the right to become self-insured for liability claims.

Subd. 2. Whenever appropriate coverage is available to the District, excess automobile liability coverage shall be maintained by the District to cover occasions when an employee is specifically required to use his/her automobile on District business, and is eligible for mileage reimbursement. The limit of coverage shall be \$1,000,000. The coverage is in excess of basic limits of \$100,000 per person, \$300,000 per accident for bodily injury, and \$25,000 for property damage. The excess coverage assumes that all eligible employees provide their own basic limits coverage as described above. Any employee whose personal automobile is used on District business is required to carry the basic limits coverage herein described.

When appropriate coverage is not available, the provisions of M.S. §466.04 shall govern.

SECTION 4. VACATION AND HOLIDAYS

Subd. 1. Vacation. Twelve (12) month, full-time employees shall have twenty-two (22) days of vacation per year. Twelve (12) month, full-time employees who have completed seven (7) consecutive years of employment with the District shall be granted at total of twenty-seven (27) days of vacation per year. Twelve (12) month, full-time employees who have completed fourteen (14) consecutive years of employment with the District shall be granted at total of thirty (30) days of vacation per year.

Subd. 2. Twelve (12) month, full-time employees may carry over a maximum of twenty (20) days of unused earned vacation days from any current year to the following year. With supervisor approval, vacation days may be carried over beyond the twenty (20) day maximum. Days carried over beyond the twenty (20) day maximum must be used within the following calendar year.

Subd. 3. Employees who work less than the full fiscal year, or less than full time, shall earn vacation time on a prorated basis (i.e., for six [6] months of full-time employment [one-half year] the employee would be eligible for up to one-half the available vacation amount for that year).

Subd. 4. All vacation dates are subject to prior approval of the employee's immediate supervisor or the department head.

Subd. 5. Holidays. Employees who are employed in twelve (12) month positions shall be granted time off without loss of pay for the following holidays: *

- | | |
|-----------------------------|----------------------------|
| Martin Luther King, Jr. Day | Thanksgiving Day |
| Presidents' Day | Day after Thanksgiving Day |
| Memorial Day | Christmas Day |
| Independence Day | New Year's Day |
| Labor Day | |

*The days listed above are illustrative. In the event of a conflict, the official school calendar shall control. In the event that an employee is required to work on any of these specified holidays, an employee who is eligible for the holiday will work that day at straight time and shall be granted an alternative holiday soon thereafter, and prior to the end of the work year. The actual date of said alternative holiday is subject to approval by the immediate supervisor.

ARTICLE 10. EMPLOYEE BENEFITS, Section 4 (continued)

- 5.1 When a listed holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. When a listed holiday falls on a Sunday, the following Monday shall be observed as the holiday.
- 5.2 To be eligible for holiday pay, an employee must have been compensated for all scheduled hours of his/her last scheduled workday before the holiday and for the first scheduled workday following the holiday.

Subd. 6. Employees assigned to work less than a twelve (12) month work year shall be granted time off without loss of pay for the legal holidays named on the school calendar and for Thanksgiving Friday, whenever such days fall during the employee's regularly scheduled work year. Such employees shall be on duty during their regularly assigned work year on those legal holidays on which the District is authorized to conduct school and as shown on the school calendar.

SECTION 5. COMPENSATORY LEAVE

Leave of absence with pay or partial pay shall be allowed upon proper application and approval by the Superintendent, under the conditions and for the reasons set forth in this Article.

Subd. 1. Sick Leave. Sick leave shall be granted for absence due to personal illness or temporary disability (including pregnancy/related disability) which prevents an employee's attendance at work and the performance of duties for such days, subject to the provisions of this Section. Sick leave shall be granted for the care of an employee's sick child as required by M.S. §181.9413. Paid sick leave shall not be granted for illness or disability during the course of any other type of leave. Sick leave shall be allowed and accumulated in accordance with the provisions of this Section.

- 1.1 Each full-time employee employed for twelve (12) months per fiscal year shall be eligible to earn the equivalent of fifteen (15) days of sick leave during that twelve (12) month work year, or prorated for time worked.
- 1.2 Each full-time employee employed for ten (10) months per fiscal year shall be eligible to earn the equivalent of twelve (12) days of sick leave for the ten (10) month work year, or prorated for time worked.
- 1.3 Each full-time day of sick leave equals eight (8) hours.
- 1.4 The employee shall be permitted to accumulate and be credited with the unused portion of sick leave, in the next subsequent fiscal year, if the employee is continuously employed in the District in the next subsequent fiscal year.
- 1.5 Sick leave shall be available only for illness and disability. There shall be no conversion of unused sick leave in any amount at any time to any cash payment. This limitation shall not be construed as exclusion from the District's severance pay plan.
- 1.6 Employees employed full-time in the District on a ten (10) month work year basis in the preceding fiscal year, and who are employed during the summer break period involving regularly-assigned hours in that employee's regularly scheduled program, shall be eligible to take sick leave from their accumulated sick leave subject to the provisions of this Section.
- 1.7 Each part-time employee employed on either a twelve (12) or ten (10) month basis shall be eligible to earn and use the pro rata equivalent of the amounts stated in 1.1 and 1.2 of this Section.

ARTICLE 10. EMPLOYEE BENEFITS, Section 5 (continued)

- 1.8 Any sick leave claim shall be subject to the approval of the employee's immediate supervisor and the Superintendent as to the validity of the circumstances upon which the claim is based. The employee shall, if requested, furnish such certificates and evidence of facts as may be required for verification. Sick leave requests shall be submitted on forms provided for that purpose.
- 1.9 Up to one hundred twenty (120) hours of accumulated sick leave may be used in a fiscal year to allow the employee to care for and attend to the serious or critical illness of his/her spouse, parent or member of the employees' household. These days when used are deductible from accumulated sick leave.
- 1.10 Adoption Leave. Up to thirty (30) days of accumulated sick leave may be used in a contract year to attend to adoption procedures or care for a newly adopted child or for the father of a newborn child. Use of these thirty (30) days does not need to occur consecutively.
- 1.11 Sick Leave Conversion. Employees who have and maintain a minimum of one hundred eighty (180) days of accumulated sick leave, may convert such sick leave days in excess of one hundred eighty (180) days to vacation time within the following limitations:
- Conversion shall be on a two (2)-for-one (1) basis.
 - No more than ten (10) days of sick leave may be converted for five (5) days of vacation time in any one year.
 - No sick leave days may be converted to vacation which would result in less than one hundred eighty (180) days of accumulated sick leave remaining.
 - Sick leave days may be converted to vacation days only when actually so used, and cannot be converted for carryover or for cash payment.
 - Written application for such conversion is subject to the approval of the Superintendent or his designated representative as to the scheduling of vacation time.
- Subd. 2. Bereavement Leave. A leave of absence with pay, not to exceed five (5) days, shall be granted because of the death of an employee's spouse, child, step-child, parent or step-parent, and regular members of the immediate household. Up to three (3) days shall be granted because of death of other members of the employee's immediate family. Other members of the immediate family shall mean sister, step-sister, brother, step-brother, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law or great-grandparent. Leave of absence for one (1) day shall be granted because of death of other close relatives. Other close relatives shall mean uncle, aunt, nephew, niece, brother-in-law and sister-in-law. Unused leave for such purposes shall not be accumulated. Up to three (3) days of bereavement leave may also be granted in special circumstances not anticipated by the language in this subsection with approval of the Human Resources Department.
- 2.1 Eligibility. Each full-time employee employed for ten (10) or twelve (12) months per fiscal year shall be eligible to have bereavement leave subtracted from sick leave.
- 2.2 Travel Extension. The days of leave as specified in Subd. 2 of this Section will apply for deaths which do not necessitate travel by the employee beyond a two hundred (200) mile radius of St. Paul. In cases which do involve such travel, two days of additional leave shall be granted for travel in excess of a two hundred (200) mile radius of St. Paul. Days used in this manner for extension of bereavement leave for travel purposes shall be permitted only so long as sick leave time is available, and such days shall be subtracted from sick leave. The employee shall provide the Human Resource Department information on the location of the funeral outside St. Paul.

ARTICLE 10. EMPLOYEE BENEFITS, Section 5 (continued)

Subd. 3. Jury Duty Leave. An employee who is required to appear in court as a juror shall be paid his/her regular pay while so required and engaged. Any fees that the employee shall receive from the court for such jury service shall be paid to the District, except that the employee may retain any mileage reimbursement or travel allowance provided by the court.

Subd. 4. Work-Related Injury Leave. This provision shall apply provided that the employee acted in an appropriate and professional manner, and with appropriate precautions.

An employee who is injured in the course of carrying out duties and responsibilities as an employee of the District shall be granted leave without loss of pay for a period not to exceed five (5) days. In no case shall the combined benefits paid to the employee from Workers' Compensation and the use of this leave exceed the employee's regularly-scheduled salary for the period of leave used.

In the event that injury caused by assault in the course of carrying out duties and responsibilities as an employee of the District results in incapacitation for performance of duties for a period longer than that provided above in this Subd., the employee may then choose to use his/her accumulated sick leave, or may request emergency sick leave as described under Section 5 of this Article. This is the only situation in which emergency sick leave may be granted before accumulated sick leave is exhausted. In no case shall the combined benefits paid to the employee from Workers' Compensation and the use of either type of sick leave described herein exceed the employee's regularly-scheduled salary for the period of incapacitation.

Subd. 5. Court Cases Leave. Any employee who is duly subpoenaed as a witness in any case in court shall be entitled to leave with pay for that purpose provided that the employee is not a party in the case, and provided that the case is not the result of litigation undertaken by the employee or the Federation against the District. In cases where the Board is a party in the litigation, the employee shall be entitled to pay while attending as a witness at the request of the Board or as a co-defendant in the case.

Subd. 6. Military Leave. Pursuant to and within the limits of the requirements of M.S. §192.26, employees shall be granted paid military leave for up to fifteen (15) days in any calendar year for required military service.

Subd. 7. Quarantine or Catastrophic Disaster Leave. Employees will be provided up to a maximum of ten (10) days paid leave of absence for quarantine by a health officer due to a contagious disease. The same will be provided for a catastrophic disaster that occurs at the employee's worksite and/or community which causes the closure of the District or the employee's worksite.

Subd. 8. Professional Leave. Employees may be excused for professional reasons without loss of pay for up to five (5) days during the contract year after written application to and approval by the Superintendent. The purpose of such leave must be for the benefit of the Saint Paul Public Schools and the written request must be submitted not later than one (1) week in advance of the date of the requested leave. The number of employees requesting leaves and the number of days of leave requested shall be considered in granting or denying requests.

Subd. 9. Sabbatical Leave. Sabbatical leave is a leave of absence for travel or study for employees for the purpose of professional enrichment which shall result in benefit to the Saint Paul Public Schools.

ARTICLE 10. EMPLOYEE BENEFITS, Section 5 (continued)

- 9.1 In order to be eligible for sabbatical leave, an employee shall have actively served in the Saint Paul Public Schools for seven (7) full school years or more. In order to be eligible for more than one sabbatical leave, an employee shall have actively served in the Saint Paul Public Schools for seven (7) full school years or more following the termination of the previous leave.
- 9.2 Sabbatical leave may be granted for one full school year, a half year or a quarter of a year.
- 9.3 The allowance granted to an employee absent on sabbatical leave shall be at the rate of fifty percent (50%) of the employee's salary for the portion of the school year in which the leave is taken, and shall be paid in regular installments during the period of leave.
- 9.4 An employee on sabbatical leave shall retain all contractual rights and benefits, and progression on the salary schedule as though working in a district position during that period, except that credits earned during sabbatical leave shall not apply for salary purposes before the employee's return to service in the Saint Paul Public Schools.
- 9.5 Pension contributions by the District shall be based on fifty percent (50%) of salary for the duration of the leave. Upon return to service, the employee shall be reassigned to his or her former position or to a similar and equal position.
- 9.6 Applications must be received in the Human Resource Department by April 1. The sabbatical leave would take place the following July 1 through June 30. The number of sabbatical leaves available to be granted in any year shall be limited to one (1).
- 9.7 If the number of approved requests for sabbatical leave exceeds the maximum number allowable, first consideration shall be given to the benefits the District should realize from the leaves. Secondary factors that shall be considered are the length of service and benefit to the individual. Consideration may also be given to the availability of a replacement should a leave be granted.
- 9.8 The sabbatical leave will be approved at the discretion of the HR Director.
- 9.9 Employee's who are granted any sabbatical leave shall pledge themselves to return and serve the District for a period of one (1) contract year. In case an employee is unwilling to meet this obligation for service after sabbatical leave, he or she shall refund, to the District, over a period of one (1) year, the amount of compensation granted during leave. This provision shall not apply when, upon proper medical certification, it is determined that the employee is incapacitated for any professional employment in the District.

ARTICLE 10. EMPLOYEE BENEFITS

SECTION 6. NON-COMPENSATORY LEAVE

Leave of absence without pay may be granted to employees under the provisions of this Section upon approval of the Superintendent. Such leave shall be without compensation and without pension contribution or other benefits. Information regarding application and return procedures and conditions for such leave is available from the District's Human Resource Department.

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 will provide procedures.

Subd. 1. Parental Leave. Leave without compensation or benefits may be granted for a period of up to one (1) year, subject to the provisions of this Section. Such leave may be granted for reasons of pregnancy and childbirth or for adoption, and the need to provide parental care for an extended period of time following the termination of the pregnancy, or the adoption.

- 1.1 Application for parental leave shall be made at least two (2) calendar months before the requested beginning date of the leave. The application for leave must include any District required medical documentation.
 - 1.1.1 Whenever possible, the beginning and ending dates of the leave shall be coincident with some natural break in the school year, such as winter or spring recess, or change of semesters, and so on.
 - 1.1.2 The District will provide one (1) additional month of District contribution towards insurance coverage for an employee on an unpaid portion of a parental/maternity leave for the month following the last month in which the employee has a paid portion of their leave.
- 1.2 Employees returning from a parental leave or leave due to adoption shall have the right to return to an equivalent position. Equivalent position is a position of the same title. Employees may be considered for other titles within the same salary schedule provided they are qualified to perform the work.
- 1.3 Guaranteed Return. Parental leave without pay may be granted for a period not to exceed twenty (20) weeks in length, with a guarantee of return to the same position. Leave with position guarantee shall be granted only for reasons directly attributable to pregnancy or for the imminent and immediate adoption of a child. Leaves longer than twenty (20) weeks up to one (1) year entitle an employee to return to an equivalent position.

ARTICLE 10. EMPLOYEE BENEFITS, Section 6 (continued)

- 1.4 Failure to Return. Any employee on unpaid leave who refuses an equivalent position which is offered by the District at the time of scheduled termination of the leave, or after that date, when an appropriate vacancy becomes available, shall therewith forfeit all rights to a position, unless an extension of the leave has been granted by the District. Extensions are at the sole discretion of the District.

Subd. 2. General Non-Compensatory Leave. The District, at its sole discretion, may grant leave without pay or benefits, up to one (1) year in length. Information regarding application and return procedures and conditions for such leave is available from the District's Human Resource Department. Employees returning from such leaves approved by the Human Resource Department, shall return to service under the following provisions:

2.1 Return from Leave.

- 2.1.1 The Human Resource Department will assign the person to an appropriate vacancy should one exist, upon the completion of the leave.

2.2 Appropriate Vacancy.

- 2.2.1 An appropriate vacancy is a position equivalent in level and Seniority Group, to the position held by an employee immediately prior to taking leave, and is a vacancy for which no other employee has rights.
- 2.2.2 Reassignment upon termination of general non-compensatory leave will occur only when an appropriate vacancy is available; no new employee shall be placed in a position which is an appropriate vacancy for an employee whose leave has expired, and who is awaiting return.
- 2.2.3 If no appropriate vacancy exists upon the termination of the leave, the employee's name will be added to the list of employees awaiting reinstatement, for up to eighteen (18) months following the termination of the leave.

ARTICLE 10. EMPLOYEE BENEFITS, Section 6 (continued)

2.3 Failure to Return. Any employee on unpaid leave who refuses a position which is offered by the District at the time of scheduled termination of the leave, or after that date, when an appropriate vacancy becomes available, shall therewith forfeit all rights to a position, unless an extension of the leave has been granted by the District. Extensions are at the sole discretion of the District.

Subd. 3. Military Leave. Employees shall be granted leave for military service as required by statute.

SECTION 7. SEVERANCE PAY

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

Subd. 1. Severance Pay. The District shall provide a separate severance pay program as set forth in this Section. Payment of severance pay shall be made within the tax year of the retirement as described in Business Office Rules. All payments made under this Subd. shall be made to the District 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation, hereinafter referred to as the "Severance Plan."

1.1 Eligibility. To be eligible for the Severance Plan, an employee must meet the following requirements:

1.1.1 The employee must be eligible upon separation of service to receive pension benefits under provisions of the Public Employees Retirement Association (PERA) or other public employee pension program.

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

1.1.3 For the purpose of this Severance Plan, a death of an employee shall be considered as separation of employment and, if the employee would have met all of the requirements set forth in this Section at the time of his or her death, contributions to the Severance Plan shall be made to the employee's estate.

ARTICLE 10. EMPLOYEE BENEFITS, Section 7 (continued)

1.2 Severance Pay.

1.2.1 If an employee notifies the Human Resource Department three (3) months in advance of the date of retirement and requests severance pay and if the employee meets the eligibility requirements set forth in 1.1 above, he/she will receive a District contribution to the Severance Plan in an amount equal to \$125 for each day of accrued, unused sick leave, up to 140 days. In this instance, the maximum amount of severance pay will not exceed \$17,500. Effective June 1, 2008, up to 160 days of accrued, unused sick leave may be used to a maximum amount of severance pay not to exceed \$20,000.

1.2.1.1 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 above, he/she will receive a District contribution to the Severance Plan in an amount equal to \$100 pay for each day of accrued, unused sick leave up to 150 days. In this instance, the maximum amount of severance pay will not exceed \$15,000.

1.2.1.2 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 above, he/she will receive a District contribution to the Severance Plan in an amount equal to \$125 pay for each day of accrued, unused sick leave up to 140 days. Effective June 1, 2008, up to 160 days of accrued, unused sick leave may be used.

1.2.2 The maximum amount of severance pay that any employee may obtain through this Severance Plan is \$17,500. Effective June 1, 2008, the maximum amount of severance pay that any employee may obtain through this Severance Plan is \$20,000.

1.3 Pay for Earned, Unused Vacation. Employees who meet the eligibility requirements of 1.1 of this Section, who qualify for severance pay per 1.2 of this Section, and who retire with earned, unused vacation shall receive pay for such vacation. Payment for earned, unused vacation shall be made to the Severance Plan.

ARTICLE 11. SALARY PROVISIONS

Compensation-related provisions of this Section shall be as follows:

SECTION 1. Employees in positions in this unit shall be compensated pursuant to the salary schedules as shown in Appendix A, as expressly prescribed in this Article.

SECTION 2. Employees working twelve (12) month assignments and who hold less than a Bachelor's degree shall be paid at the scheduled base twelve (12) month salary in Appendix A (see Lane 1). Employees working twelve (12) month assignments and who hold a Bachelor's degree relevant to the employee's current assignment shall be paid the scheduled BA twelve (12) month salary in Appendix A (see Lane 2). Employees working twelve (12) month assignments and who hold a Master's degree, or higher advanced degree, relevant to the employee's current assignment shall be paid at the scheduled MA twelve (12) month salary in Appendix A (see Lane 3).

SECTION 3. ELIGIBILITY FOR LANE PLACEMENT ON THE SALARY SCHEDULE

Employees shall be eligible for change in lane placement on the salary schedule in accordance with their earned degrees as specified in the provisions of this Section.

Subd. 1. General Eligibility Requirements. Undergraduate and graduate degrees, to be considered for application to the salary schedule, shall be earned from an institution accredited by recognized agencies to grant such undergraduate or graduate degrees.

1.1 All degrees, to be recognized, must be relevant to the employee's contractual assignment, as determined by the Human Resource Department.

Subd. 2. Procedures for Effecting Lane Changes. Evaluation of credits for degree recognition shall be made only after receipt of a written request in the Human Resource Department. Such evaluations shall be based upon official transcripts. The employee is responsible for submitting to the Human Resource Department accurate and complete verification materials by the submission deadline.

2.1 All transcripts, grade reports or other materials which may be used as verification of credits earned (as described in this Section) must be requested, received, and reviewed by the employee before delivery to the District Human Resource Department. Materials submitted shall have been reviewed by the employee to determine:

- Inclusion of all course work relevant to the requested lane change, completed in the transcribing institution
- Accuracy of course numbers and credit hours
- Proper designation of courses as graduate, undergraduate, etc.
- Correct recording of grades
- Completeness of information (course number, credit hours, grades, date degree awarded)

IT IS THE RESPONSIBILITY OF THE INDIVIDUAL EMPLOYEE TO OBTAIN THE CORRECT TRANSCRIPTS OR OTHER VERIFICATION MATERIALS FROM THE INSTITUTION OF HIGHER EDUCATION.

2.2 When a request for evaluation of credits for degree recognition is submitted with the proper official transcripts and final official verification attached, and with any other explanatory information from the employee, the lane change request will be given preliminary review and effected as described in 2.2.1.

ARTICLE 11. SALARY PROVISIONS, Section 3 (continued)

2.2.1 A request for credit evaluation which meets the requirements of Subd. 2.2, and for which the preliminary review indicates a lane change is warranted, will result in an effective date of lane change beginning the next full pay period following the accurate and complete submission of all credit verification to the Human Resource Department.

2.3 The full evaluation of credits by the Human Resource Department will follow within the fiscal year in which the lane change is effected, and if an error is discovered which resulted in erroneous overpayment or underpayment to the employee, the retroactive correction will be made by payroll adjustment. Erroneous schedule placement or payment shall not be corrected retroactively for a period of time more than two (2) consecutive calendar years.

SECTION 4. SALARY SCHEDULE AND PROGRESSION

Subd. 1. Step advancement occurs only at the beginning of a fiscal year.

Subd. 2. An employee will be advanced one (1) full step on the salary schedule at the beginning of the next fiscal year, subject to the following conditions.

A. The employee was compensated for one thousand forty (1,040) hours on the payroll in the previous fiscal year for twelve (12) month employees or seven hundred fifty (750) hours for ten (10) month employees. These hourly requirements are prorated for part-time employees; and

B. The last appraisal of an employee's performance must be, at a minimum, satisfactory.

SECTION 5. LONGEVITY STIPENDS

A longevity stipend is a specified annual dollar amount as indicated in this Section, beyond the employee's step of the salary schedule, and is allowed at the beginning of fifteen (15) calendar years of experience in Saint Paul Public Schools and at the beginning of twenty (20) calendar years of experience in Saint Paul Public Schools, **and at the beginning of twenty-five (25) calendar years of experience in Saint Paul Public Schools.** "Years of experience" shall mean active assignment in the Saint Paul Public Schools. Periods of non-compensatory leave or layoff shall not be counted for career increments.

An employee whose work schedule in any given year is on a part-time basis, and who is eligible for the longevity stipend, shall receive the same proportion of the longevity stipend as he/she receives of regular salary, proportionate to his/her part-time assignment. Longevity stipends become effective only at the beginning of a fiscal year.

Effective July 1, 2016, new 25 year longevity step.

Lanes:	Base			BA			MA		
Completed Years of Saint Paul Experience:	15 yrs	20 yrs	25 yrs	15 yrs	20 yrs	25 yrs	15 yrs	20 yrs	25 yrs
Amounts In Addition to Salary Schedule:	\$1,300	\$1,600	\$1,800	\$1,700	\$2,250	\$2,550	\$2,200	\$3,200	\$3,700

ARTICLE 11. SALARY PROVISIONS, (continued)

SECTION 6. CORRECTION OF COMPENSATION ERRORS. Employees should routinely review their biweekly pay check and immediately document any errors or inquiries by contacting the District's payroll department. Failure to notify the payroll department in a timely manner, or failure to routinely review the accuracy of his/her biweekly compensation may result in lost compensation.

Subd. 1. District Authority. When underpayment errors are identified, the District will review the nature of the error and shall reimburse the employee in full up to a maximum retroactive period of two (2) years. In the case of an overpayment in excess of fifty dollars \$50.00, the schedule and amount of deductions will be determined by mutual agreement between the District and the employee up to a maximum retroactive period of two (2) years.

ARTICLE 12. MILEAGE

Subd. 1. Employees authorized to use their personal vehicles in the performance of their assigned duties shall be reimbursed therefore according to this Article.

Subd. 2. The mileage allowance for eligible employees shall be established at the discretion of the Board, when so requested and properly reported. Reimbursement shall be for the actual mileage driven in the performance of assigned duties, and based on specific recording and reporting of required District business driving. Reimbursement shall be paid on a monthly basis when properly verified.

ARTICLE 13. DISCIPLINE AND DISCHARGE

SECTION 1. The Employer shall have the right to impose disciplinary actions on employees, including dismissal for unsatisfactory work, or other just cause.

SECTION 2. Disciplinary actions by the Employer may be any of the following actions:

- 1 - Oral reprimand
- 2 - Written reprimand
- 3 - Suspension without pay
- 4 - Discharge

SECTION 3. Review of disciplinary actions shall be limited to the following:

Subd. 1. Oral reprimand. No review.

ARTICLE 13. DISCIPLINE AND DISCHARGE, Section 3 (continued)

Subd. 2. Written reprimand. If a written reprimand is to be placed in an employee's file, the employee may elect to provide a written response which shall, if requested, be placed in the file along with the reprimand.

2.1 A written reprimand which is placed in an employee's personnel file is subject to review through the grievance procedure, including arbitration.

Subd. 3. Suspension and/or Discharge. Employees who are being suspended and/or discharged shall receive notice in writing, stating briefly the reason for discharge.

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

3.2 Employees may be discharged immediately and without preliminary suspension for theft, drinking alcoholic beverages while on duty, use of a controlled substance while on duty, assault of a student or client, gross negligence of duty to assure the safety of students or clients, or other serious offenses.

3.3 Discharge is subject to review through the grievance procedure, including arbitration.

Subd. 4. The review procedures outlined in this Section shall be the exclusive means of review for disciplinary action, and the grievance procedure shall be involved only as noted in Subd. 2.1 and 3.3, relating to written reprimand, suspension, withholding of increment, and discharge.

ARTICLE 14. GRIEVANCE PROCEDURE

SECTION 1. PURPOSE. The purpose of this grievance procedure shall be to secure solutions to grievances equitably, expeditiously, and at the lowest administrative level.

SECTION 2. DEFINITIONS

Subd. 1. A grievance is an allegation that there has been an explicit violation, misinterpretation, or misapplication of the terms of this Agreement.

SECTION 3. GENERAL PROVISIONS

Subd. 1. An employee presenting a grievance may elect to be represented by an appropriate Union Representative. At the informal level, or at Level 1 of the grievance procedure, the employee may choose to present the grievance without being represented by a Union Representative provided, however, that the Union Representative shall be notified of the adjustment or settlement of grievance at Level 2.

ARTICLE 14. GRIEVANCE PROCEDURE (continued)

Subd. 2. It is recognized by the parties that the processing of grievances is limited by job duties of the employees and shall occur during normal working hours only when consistent with employee duties. In such a case, the grievant shall be allowed a reasonable amount of time without loss of pay when a grievance is reviewed by the Employer or an arbitrator during normal working hours. The employee and the Union Representative must notify and receive prior approval of the Human Resource Department.

Subd. 3. "Days" shall mean working days during the school year. During vacation breaks or the summer months, it shall mean week days, excluding holidays.

Subd. 4. If a grievance is not presented within the time limits set forth herein, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer.

Subd. 5. If the Employer does not answer a grievance or an appeal thereof within the specified time limit it shall be considered denied, and the Union may elect to process the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union in each step.

Subd. 6. It is agreed by the Union and the Employer that, if a specific grievance is determined by this grievance process, it shall not again be submitted for consideration under the provision of any other grievance procedure. It is further understood that if a specific grievance is submitted and determined by an arbitrator or by a recognized independent review process other than this procedure, it shall not again be submitted for review and arbitration under the procedures set forth in this Article.

Subd. 7. Rights of the Parties

7.1 The parties shall have the right, at their own expense, to legal assistance at Level 3.

7.2 No recording device shall be utilized at Levels 1 or 2 of these procedures and no person shall be present for the sole purpose of recording the discussion at these levels.

The parties shall have the right to stenographic assistance at their own expense at Level 3 (arbitration). By mutual consent, the cost of such transcript or recording may be equally shared by the parties.

SECTION 4. PROCEDURE STEPS

A grievance shall be resolved in the following manner:

Subd. 1. Informal Procedures. Either the employee claiming a grievance, and/or a Federation representative, or both, shall first discuss the matter with the employee's supervisor (or representative designated by the Director of Human Resources), with the objective of resolving the matter informally. In no case shall a teacher be the supervisor for purposes of adjustment of an alleged grievance.

ARTICLE 14. GRIEVANCE PROCEDURE, Section 4 (continued)

Subd. 2. Formal Procedures

Level 1: In the event the matter is not resolved informally, the grievance shall be submitted in writing to the appropriate supervisor within twenty (20) working days of the occurrence giving rise to the grievance. Such statement of grievance shall set forth the nature of the grievance, the facts on which it is based, the provisions of the Agreement allegedly violated, and the remedy requested. Any grievance not submitted in writing to Level 1 by the employee within twenty (20) working days of the occurrence shall be considered waived.

The supervisor, or designated representative, shall give the Employer's Level 1 answer in writing within ten (10) working days following receipt of the written grievance. If the informal procedures have not been followed, the supervisor shall have an additional five (5) days in which to schedule a review meeting before replying to the written grievance.

Any grievance not appealed in writing to Level 2 by the employee and the Union within ten (10) working days after receipt or due date of the Employer's Level 1 reply, shall be considered waived.

Level 2: If appealed, the written grievance shall be presented by the grievant and/or the Union and discussed at an informal meeting within ten (10) working days of receipt of the written grievance, with the Superintendent of Schools or a designated representative. The Employer-designated representative shall give the Union the Employer's answer in writing within ten (10) working days after the review meeting. A grievance not resolved in Level 2 may be appealed in writing to Level 3 by the Union within ten (10) working following the Employer-designated representative's final answer in Level 2. Any grievance not appealed in writing to Level 3 by the Union within ten (10) working days shall be considered waived.

Level 3: A grievance unresolved in Level 2 and appealed to Level 3 by the Union shall be submitted to arbitration subject to the provisions of PELRA. If a mutually-acceptable arbitrator cannot be agreed upon, the selection of an arbitrator shall be made from a list of five (5) names provided by the procedures of the Minnesota Bureau of Mediation Services, at the request of the Union.

- 3.1 The arbitrator shall have no right to amend, modify, or disregard the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make decisions on any other issue not so submitted.
- 3.2 The arbitrator shall be without power to make decisions contrary to, or inconsistent with the statutory rights and obligations of the parties, or modifying 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, with copies to both parties, and to the Bureau of Mediation Services within thirty (30) days following the 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 binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the terms of this Agreement and the facts of the grievance presented.
- 3.3 The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union. All other expenses shall be borne by the party incurring the expense. 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. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

ARTICLE 15. SENIORITY

SECTION 1. SENIORITY DATE. The seniority date is derived from the first day of regular service as a School and Community Service Professional and shall continue thereafter. Promotions, demotions, or changes from part-time to full-time or to different salary schedules as a School and Community Service Professional shall not change an individual's seniority date. The district shall compile and maintain the listing of seniority dates of employees in accordance with the provisions of this article.

When seniority is identical for two or more employees, the most senior employee shall be the employee with the lowest employee number.

SECTION 2. LAYOFF PROCEDURES. When the district affects a layoff in a job title, employees shall be laid off in reverse order of the employee's seniority within that job title provided that the more senior employee is qualified to perform the job of the displaced employee. Laid off employees will have the right to apply for and be interviewed for other vacant positions within the School and Community Service Professionals group. Laid off employees retain the right to be recalled to open School and Community Service Professional positions for which they are qualified for up to twenty four (24) months. The District will create and maintain an official list of School and Community Service Professionals awaiting reinstatement. Employees discharged from employment for unsatisfactory work or other just cause, pursuant to Article 13, will not have displacement rights under the terms of this agreement and will not have reinstatement rights only at the discretion of the district.

ARTICLE 16. DURATION

SECTION 1. TERM AND REOPENING NEGOTIATIONS. This Agreement shall remain in full force and effect for a period commencing July 1, 2015, through June 30, 2017, except as otherwise specified herein. If either party desires to modify or amend this Agreement commencing on July 1, 2017 it shall give written notice of such intent no less than ninety (90) days prior to that date.

Subd. 1. Appendix A, the pay schedule attached to this Agreement, shall be effective as indicated therein.

SECTION 2. EFFECT. This Agreement constitutes the full and complete Agreement between the District and the Federation as the exclusive representative of this bargaining unit. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, District policies, rules or regulations concerning terms and conditions of employment which are inconsistent with these provisions.

SECTION 3. FINALITY. Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during this term of this Agreement except as stated in this Agreement.

SECTION 4. SEVERABILITY. All provisions of this Agreement are subject to the laws, rules, regulations, and orders of state and federal governments and their agencies. Any provision of this Agreement found to be in violation of any such regulations, directives, laws, and orders shall not be applicable or performed or enforced, except to the extent permitted by law; all other provisions shall continue in effect.

INDEPENDENT SCHOOL DISTRICT NO. 625

SAINT PAUL FEDERATION OF TEACHERS
LOCAL NO. 28

Chair, Board of Education

President

Executive Director, Human Resources

Business Agent

Assistant Director, Employee and Labor
Relations

Date

Date

APPENDIX A:

School and Community Service Professionals Current Titles

Schedule 1	Schedule 2	Schedule 3
<ul style="list-style-type: none"> • Athletic Department Specialist • Community Learning Center Site Coordinator • Creative Arts Specialist • Intervention Specialist • Juvenile Justice Transition Coordinator • Mental Health Practitioner • Program Assistant • Special Education Interpreter • Translation Specialist 	<ul style="list-style-type: none"> • Adult Basic Education Counselor • Communications Specialist • Cultural Specialist • ECFE Coordinator • Family Education Communications/ Marketing Coordinator • Pre-Kindergartener Education Resource Specialist • Leadership Development Coordinator • Learning Systems Specialist • Project Coordinator • Translator Coordinator 	<ul style="list-style-type: none"> • Community Education Coordinator • District-Wide Test Coordinator • ELL Community Specialist • ELL Specialist • Mentor Program Coordinator • Placement Coordinator • Special Events Coordinator • Special Project Coordinator

APPENDIX B: SALARY SCHEDULE

Effective October 17, 2015

2015-2016 SALARY SCHEDULE

	Schedule 1			Schedule 2			Schedule 3		
STEP	Base 12mo	BA 12 mo	MA 12 mo	Base 12 Mo	BA 12 mo	MA 12 mo	Base 12 Mo	BA 12 mo	MA 12 mo
1	40,600	42,031	43,502	47,030	49,021	50,739	55,384	57,733	59,702
2	42,736	44,240	45,792	48,432	50,434	52,169	56,980	59,339	61,376
3	44,986	46,570	48,203	49,865	51,884	53,632	58,587	60,961	63,101
4	47,358	49,021	50,739	51,347	53,381	55,142	60,287	62,676	64,875
5	48,721	50,434	52,169	52,870	54,916	56,695	62,205	64,611	66,703
6	50,124	51,883	53,632	54,433	56,497	58,293	64,097	66,526	68,638
7	51,568	53,381	55,142	56,049	58,126	59,934	66,098	68,555	70,687
8	53,052	54,919	56,695	57,704	59,801	61,627	68,448	70,936	73,103
9	54,579	56,497	58,293	59,409	61,521	63,366	71,050	73,574	75,779
10	60,003	60,710	62,469	65,970	66,635	68,451	78,237	78,811	80,748
11		62,127	64,061		68,285	70,291		80,978	83,356
12		64,463	66,466		70,851	72,931		84,023	86,485

	Schedule 1			Schedule 2			Schedule 3		
STEP	Base 10 Mo	BA 10 mo	MA 10 mo	Base 10 Mo	BA 10 mo	MA 10 mo	Base 10 Mo	BA 10 mo	MA 10 mo
1	31,231	32,332	33,463	36,177	37,708	39,030	42,603	44,410	45,925
2	32,874	34,031	35,225	37,255	38,795	40,130	43,831	45,645	47,212
3	34,605	35,823	37,079	38,358	39,911	41,255	45,067	46,893	48,539
4	36,429	37,708	39,030	39,498	41,062	42,417	46,375	48,212	49,904
5	37,478	38,795	40,130	40,669	42,243	43,612	47,850	49,701	51,310
6	38,557	39,910	41,255	41,872	43,459	44,841	49,305	51,174	52,798
7	39,668	41,062	42,417	43,115	44,712	46,103	50,845	52,735	54,375
8	40,809	42,245	43,612	44,388	46,001	47,405	52,652	54,566	56,233
9	41,984	43,459	44,841	45,699	47,324	48,743	54,654	56,595	58,292
10	46,156	46,700	48,053	50,746	51,258	52,655	60,182	60,624	62,114
11		47,790	49,278		52,527	54,070		62,291	64,120
12		49,587	51,128		54,501	56,101		64,633	66,527

Note: The 10 month schedules reflect a 40 week work year. Biweekly pay rates can be determined by dividing the 12 month salaries by 26 or the 10 month salaries by 20.

APPENDIX B: SALARY SCHEDULE

Effective July 1, 2016

2016-2017 SALARY SCHEUDLE

	Schedule 1			Schedule 2			Schedule 3		
STEP	Base 12mo	BA 12 mo	MA 12 mo	Base 12 Mo	BA 12 mo	MA 12 mo	Base 12 Mo	BA 12 mo	MA 12 mo
1	41,412	42,872	44,372	47,971	50,001	51,754	56,492	58,888	60,896
2	43,591	45,125	46,708	49,401	51,443	53,212	58,120	60,526	62,604
3	45,886	47,501	49,167	50,862	52,922	54,705	59,759	62,180	64,363
4	48,305	50,001	51,754	52,374	54,449	56,245	61,493	63,930	66,173
5	49,695	51,443	53,212	53,927	56,014	57,829	63,449	65,903	68,037
6	51,126	52,921	54,705	55,522	57,627	59,459	65,379	67,857	70,011
7	52,599	54,449	56,245	57,170	59,289	61,133	67,420	69,926	72,101
8	54,113	56,017	57,829	58,858	60,997	62,860	69,817	72,355	74,565
9	55,671	57,627	59,459	60,597	62,751	64,633	72,471	75,045	77,295
10	61,203	61,924	63,718	67,289	67,968	69,820	79,802	80,387	82,363
11		63,370	65,342		69,651	71,697		82,598	85,023
12		65,752	67,795		72,268	74,390		85,703	88,215

	Schedule 1			Schedule 2			Schedule 3		
STEP	Base 10 Mo	BA 10 mo	MA 10 mo	Base 10 Mo	BA 10 mo	MA 10 mo	Base 10 Mo	BA 10 mo	MA 10 mo
1	31,855	32,978	34,132	36,901	38,462	39,811	43,455	45,298	46,843
2	33,532	34,712	35,929	38,001	39,572	40,932	44,708	46,558	48,157
3	35,297	36,539	37,821	39,125	40,709	42,081	45,968	47,831	49,510
4	37,158	38,462	39,811	40,288	41,884	43,265	47,302	49,177	50,902
5	38,227	39,572	40,932	41,482	43,088	44,484	48,807	50,695	52,336
6	39,328	40,708	42,081	42,709	44,328	45,738	50,292	52,198	53,855
7	40,461	41,884	43,265	43,977	45,607	47,025	51,862	53,789	55,462
8	41,625	43,090	44,484	45,275	46,921	48,354	53,705	55,658	57,358
9	42,824	44,328	45,738	46,613	48,270	49,718	55,747	57,727	59,458
10	47,079	47,634	49,014	51,761	52,283	53,708	61,386	61,836	63,356
11		48,746	50,263		53,578	55,152		63,537	65,402
12		50,578	52,150		55,591	57,223		65,925	67,858

Note: The 10 month schedules reflect a 40 week work year. Biweekly pay rates can be determined by dividing the 12 month salaries by 26 or the 10 month salaries by 20.

**MEMORANDUM OF AGREEMENT
Labor Management Committee**

The Union and District agree to form a Labor/Management committee that will meet during the term of the 2011-13 Agreement for the purpose of reviewing the placement of job titles on schedules in APPENDIX A.

INDEPENDENT SCHOOL DISTRICT NO.
625

SAINT PAUL FEDERATION OF TEACHERS
LOCAL NO. 28

Chair, Board of Education

President

Executive Director, Human Resources

Business Agent

Assistant Director, Employee/ Labor
Relations

Date

Date

**MEMORANDUM OF AGREEMENT
Home Visit Project**

The Teacher Home Visit Project was developed by **parents in Sacramento, CA where it has been successfully implemented since 1998 and brought to Saint Paul by SPFT in 2010**. The goals of the Teacher Home Visit Project are to build a stronger partnership between educators and parents, to promote Saint Paul Public Schools, and to work with parents to eliminate the achievement gap. The Teacher Home Visit Project operates on a model where parents are seen as an asset to the educational process. By meeting parents in an area of their comfort, educators have more success in working with them in partnership around academics.

School and Community Service Professional participation in the Teacher Home Visit project requires the following commitments:

1. Attendance at four (4) hour Parent/Teacher Home Visit training;
For the first year a school and community service professional participates: completing at least **one (1)** visits with a minimum of 3 families;
2. For all additional years a school and community service professional participates: completing at least **one (1)** visits with a minimum of 8 families;
3. **Payment of the stipends shall be made after the attendance of the fall and spring debrief sessions:**
4. **Document visits on project visit tracker.**

This program is different and separate from School and Community Service Professional jobs that include home visits as part of their regularly assigned duties.

School and Community Service Professionals who participate in the Home Visit Project shall be paid an additional \$50 stipend for each home visit conducted by the school and community service professional.

The total amount of payments under this Memorandum of Agreement shall not exceed \$10,000 during the course of this agreement. **In addition, no one SCSP employee can earn in excess of \$1,750 during each school year. An agreement to visit the students with the greatest need for individualized attention as determined jointly by the SCSP and administrator or principal. The union and district will meet twice annually to evaluate the success of the Home Visit Project.**

INDEPENDENT SCHOOL DISTRICT NO. 625

SAINT PAUL FEDERATION OF TEACHERS
LOCAL NO. 28

Chair, Board of Education

President

Executive Director, Human Resources

Business Agent

Assistant Director, Employee/ Labor
Relations

Date

Date

MEMORANDUM OF AGREEMENT
Parent Engagement Professional Issues Committee

This Memorandum of Agreement is by and between the Board of Education, Independent School District No. 625 (hereinafter "District"); and the Saint Paul Federation of Teachers, Local No. 28 (hereinafter "Federation") exclusive representative of members of the School and Community Service Professionals bargaining unit. It is entered into for the sole purpose of establishing a labor management committee to address issues of mutual concern related to parent engagement.

The District and the Federation agree to establish a Parent Engagement Professional Issues Committee (Engagement PIC). The members of the committee will include School and Community Service Professionals and other members of the Federation appointed by the Federation as well as the Chief Engagement Officer and other District staff appointed by the Superintendent. This committee will meet at least two (2) per school year at mutually agreed times.

This Memorandum of Agreement shall be effective upon signature and shall remain in effect until the expiration of the 2013-15 collective bargaining agreement.

INDEPENDENT SCHOOL DISTRICT NO. 625

SAINT PAUL FEDERATION OF TEACHERS
LOCAL NO. 28

Chair, Board of Education

President

Assistant Director, Employee/Labor Relations

Business Agent

Negotiations/Employee Relations Assistant
Manager

Date

Date

MEMORANDUM OF AGREEMENT
Pay Stubs

The Saint Paul Federation of Teachers recognizes that Saint Paul Public Schools is working toward increased use of technology by staff and less dependence upon paper. Further, it is understood that it is the goal of Saint Paul Public Schools that all of its employees will access payroll information electronically.

During the term of the 2013-2105 Agreement only, the District will provide printed pay stubs to School and Community Service Professional employees upon request. Printed pay stubs will be mailed to each employee's home address on file with the Human Resource Department on each pay day. Once printed pay stubs have been selected by an employee, the employee shall continue to receive printed pay stubs until the employee informs the Human Resources Department otherwise.

INDEPENDENT SCHOOL DISTRICT NO. 625

SAINT PAUL FEDERATION OF TEACHERS
LOCAL NO. 28

Chair, Board of Education

President

Assistant Director, Employee/Labor Relations

Business Agent

Negotiations/Employee Relations Assistant
Manager

Date

Date

MEMORANDUM OF AGREEMENT
Religious Observance

This Memorandum of Agreement is by and between the Board of Education, Independent School District No. 625 (hereinafter "District"); and the Saint Paul Federation of Teachers, Local No. 28 (hereinafter "Federation") exclusive representative for School and Community Service Professionals. It is entered into for the sole purpose of defining the conditions of how and when an employee may use time for the purpose of religious observances.

The parties have agreed to the following:

1. Employees may use two (2) days of leave per school year for religious observances. Prior notification of absence for religious observance may be requested by the employee's supervisor. Employees who use such days for observances of religious holidays may choose to take up to two (2) religious observance days not deducted from vacation; however, such days shall be deducted from sick leave.

This Memorandum of Agreement shall be effective upon signature and shall remain in effect until the expiration of the 2013-15 collective bargaining agreement.

INDEPENDENT SCHOOL DISTRICT NO. 625

SAINT PAUL FEDERATION OF TEACHERS
LOCAL NO. 28

Chair, Board of Education

President

Assistant Director, Employee/Labor Relations

Business Agent

Negotiations/Employee Relations Assistant
Manager

Date

Date

Statement of Intent Regarding School Restructuring

The District and the Union agree that one of the approaches to achieving the mutual goal of ensuring success for all students is to work together to restructure schools when it is deemed necessary. It is the intent of the Parties that School and Community Service Professional who work in schools to be restructured and administrators in these schools will work collaboratively to create effective learning environments for students. Employees and parents shall have a voice in designing programs and determining work rules that are likely to be successful in such schools. The Union and District agree that School and Community Professional who are working at restructured schools will be engaged in the discussions and process

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