

2018 - 2019

COLLECTIVE BARGAINING AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT NO. 625
Saint Paul Public Schools

and

THE TRI-COUNCIL

LOCAL 49, LOCAL 120, AND LOCAL 363

July 1, 2018 through June 30, 2019





SAINT PAUL PUBLIC SCHOOLS
Independent School District No. 625

Board of Education

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PRINCIPLES

This Agreement is entered into to facilitate the adjustment of grievances and disputes between the Employer and employees to provide, insofar as possible, for the continuous employment of labor and to establish necessary procedures for the amicable adjustment of all disputes which may arise between the Employer and the Union.

The Employer and the Union encourage the highest possible degree of practical, friendly, cooperative relationships between their respective representatives at all levels. The officials of the Employer and the Union realize that this goal depends primarily on cooperative attitudes between people in their respective organizations and at all levels of responsibility, and that proper attitudes must be based on full understanding of and regard for the respective rights and responsibilities of both the Employer and the employees.

There shall be no discrimination against any employee by reason of race, color, creed, sex or Union membership.

The Employer and the Union affirm their joint opposition to any discriminatory practices in connection with employment, promotion or training, remembering that the public interest remains in full utilization of employees' skill and ability without regard to consideration of race, color, creed, national origin, age or sex.

ARTICLE 1. RECOGNITION

1.1 The Employer recognizes the Union as the sole and exclusive collective bargaining agency for all employees who have been certified by the State of Minnesota, Case No. 89-PR-2347, as follows:

All employees in the classifications of:

Distribution Service Worker
Heavy Equipment Operator
Plaster Tender
School Grounds Crew Leader
School Labor Crew Leader
School Service Worker
Trades Laborer

Abolished titles formerly recognized as exclusively represented by the Union:

*Asphalt Raker	Sno-Go Operator
*Asphalt Shoveler	Stores Laborer
*Building Laborer	Sweeper Operator
*Driver Operator	Tamper
Forestry Crew Leader	*Tractor Operator I
Garden Laborer	Tractor Operator II
Gardener	*Tree Trimmer I
Grounds Crew Leader	*Tree Trimmer II
*Groundswoker	Tree Worker
Jackhammer Operator	Truck Driver
Labor Crew Leader	*Unskilled Laborer
Mortar Mixer	

who work more than fourteen (14) hours per week and more than sixty-seven (67) workdays per year, excluding supervisory, confidential, temporary, and employees exclusively represented by other labor or employee organizations.

The parties agree that any new classifications which are an expansion of the above bargaining unit or which derive from the classifications set forth in this Agreement shall be recognized as a part of this bargaining unit, and the parties shall take all steps required under the Public Employment Labor Relations Act to accomplish said objective.

1.2 The Employer agrees not to enter into any contractually binding agreements with any employee or representative not authorized to act on behalf of the Union. There shall be no individual agreements with any employees that conflict with the terms of this Agreement, and any such agreement or contract shall be null and void.

ARTICLE 2. MAINTENANCE OF STANDARDS

- 2.1 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 as set forth in the Civil Service Rules of the City of Saint Paul 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 3. UNION RIGHTS

- 3.1 The Union may designate employees from within the bargaining unit to act as Stewards and shall inform the Employer in writing of such designations. Such employees shall have the rights and responsibilities as designated in Article 18 (Grievance Procedure). There shall be no more than one steward from each local involved in any one specific grievance.
- 3.2 There shall be no deduction of pay from stewards when directly involved in meetings with management during working hours for grievance procedures.
- 3.3 Designated union representatives shall be permitted to visit employees on job sites and at department buildings during working time.

ARTICLE 4. PAYROLL DEDUCTION

- 4.1 The Employer shall, upon **receipt of an affirmatively authorized card deduct** such sum as the Union may specify for the purposes of initiation fees and dues to the Union, providing the Union uses its best efforts to assess such deductions in as nearly uniform and standard amounts as is possible. The Employer shall remit monthly such deductions to the appropriate designated Union.
- 4.2 **The Union shall immediately notify the District as soon as administratively reasonable of any member who, in accordance with provisions stated on the authorization card, affirmatively revokes authorization of said dues and shall provide the employer with a copy of said revocation.**
- 4.3 The Union will indemnify, defend, and hold the Employer harmless against any claims made and against any suits instituted against the Employer, its officers or employees, by reason of negligence of the Union in requesting or receiving deductions under this Article. The Employer will indemnify, defend, and hold the Union harmless against any claims made and against any suits instituted against the Union, its officers or employees by reason of negligence on the part of the Employer in making or forwarding deductions under this Article **provided that notifications to the employer of any change to the authorization of dues is done within the operating parameters of the Employer for the implementation of authorized changes.**

ARTICLE 5. MANAGEMENT RIGHTS

- 5.1 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. The Employer retains the rights and authority, which the Employer has not officially abridged, delegated or modified by this Agreement.
- 5.2 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 6. SAFETY

- 6.1 Accident and injury-free operations shall be the goal of the Employer and all employees. To this end, the Employer and employee will, to the best of their ability, abide by and live up to the requirements of the several State and Federal Construction Safety Codes and Regulations.
- 6.2 To this end, the Employer shall from time to time issue rules or notices to his employees regarding on-the-job safety requirements. Any employee violating such rules or notices shall be subject to disciplinary action. No employee may be discharged for refusing to work under unsafe conditions.
- 6.3 Such safety equipment as required by governmental regulation shall be provided without cost to the employee. At the Employer's option, the employees may be required to sign for safety equipment and shall be obligated to return same upon discharge, layoff, quit or other termination in comparable condition as when issued, providing reasonable wear and tear. The Employer shall have the right to withhold the cost of such safety equipment if not returned.
- 6.4 The Employer agrees to pay \$250 over the term of this agreement toward the purchase or repair of safety shoes purchased by an employee who is a member of this unit. Preauthorization is required prior to the purchase of safety shoes. Employees must contact the Facilities Environmental Services Health and Safety Staff to obtain preauthorization for safety shoes. This contribution to be made by the Employer shall apply only to those employees who are required to wear protective shoes or boots by the Employer. The Employer will also provide winter weather proofing supplies for the employees' boots. These supplies will be provided through the Environment Health and Safety office.
- 6.4.1 The Employer agrees to pay \$150 over the term of this agreement for the contract year 2018-2019 only, toward the purchase or repair of safety shoes purchased by an employee who is a member of this unit. Preauthorization is required prior to the purchase of safety shoes. Employees must contact the Facilities Environmental Services Health and Safety Staff to obtain preauthorization for safety shoes. This contribution to be made by the Employer shall apply only to those employees who are required to wear protective shoes or boots by the Employer. The Employer will also provide winter weather proofing supplies for the employees' boots. These supplies will be provided through the Environment Health and Safety office. This article will sunset on June 30, 2019.**

ARTICLE 7. HOURS

7.1 The normal workday shall be eight (8) consecutive hours per day, excluding a thirty (30)-minute lunch period. During the summer seasonal work, start time may be adjusted at the discretion of the employer no more than 1 hour on either side of the regular workday. The regular workday is 7:00 AM - 3:30 PM. This schedule does not apply to seasonal or temporary employees.

The regular work week shall be five (5) consecutive regular workdays in any seven (7)-day period. (For employees on a shift basis this shall be construed to mean an average of forty [40] hours a week.)

7.2 Except in cases of emergencies, the Employer shall notify the affected Union of an intention to change the regular workday hours of 7:00 AM - 3:30 PM at least twenty-four (24) hours prior to the beginning of the new shift.

7.3 Employees shall report to work location as assigned by a designated Employer supervisor. During the normal workday, employees may be assigned to other work locations at the discretion of the Employer.

7.4 Call-In Pay. When an employee is called to work, he/she shall receive two (2) hours of pay if not put to work. If he/she is called to work and commences work, he/she shall be guaranteed four (4) straight-time hours of pay.

7.5 Overtime. Time on the payroll in excess of the regular hours set forth above shall be "overtime work" and shall be done only by order of the head of the department. An employee shall be recompensed for work done in excess of the regular hours by being granted compensatory time on a time-and-one-half basis or by being paid on a time-and-one-half basis for such overtime work. The basis on which such overtime shall be paid shall be determined solely by the Employer. The time-and-one-half overtime rate shall be based on the total rate, including any premium pay, being earned during the overtime hours worked.

7.5.1 Overtime work shall be offered and assigned to employees in seniority order and shall be equitably distributed among employees who regularly perform such work. Each employee shall be selected in turn according to his/her place on the regular seniority list by rotation provided, however, that the employee whose turn it is to work must possess the qualifications and ability to perform the required work.

A written overtime roster shall be established and used to document acceptance or refusal of overtime. An employee requesting to be skipped when it becomes his/her turn to work overtime, shall not be rescheduled for overtime work until his/her name is reached again in sequential order and an appropriate notation shall be made in the overtime roster.

In the event no employee volunteers for overtime offered, the Employer shall, by inverse order of the seniority list, assign the necessary employees required to perform the work in question.

7.6 The work break shall not exceed fifteen (15) minutes from the time the employee stops working until he/she resumes work, and shall be taken in close proximity of the employee's workstation.

7.6.1 An employee shall be allowed one fifteen (15) minute rest break during each four (4)-hour period worked during the employee's normal workday. Any employee required to remain at work following the completion of an eight (8)-hour workday shall be allowed a fifteen (15) minute break at approximately two (2) hours after the end of his/her normal workday, and after the completion of every four (4) hours of work thereafter.

ARTICLE 8. SENIORITY

- 8.1 Seniority, for the purpose of this Agreement, shall be defined as follows:
- 8.1.1 District/City Seniority. The length of continuous regular and probationary service with the Employer from the last date of employment in any and all class titles.
 - 8.1.2 Class Seniority. 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 class seniority is confined to the current class assignment held by an employee.
 - 8.1.3 An employee may request reverse seniority for the winter season. Such request must be made in writing to the employee's supervisor no later than October 1 of each year. In the event of layoffs during the winter season, employees who opted for reverse seniority shall be laid off first in reverse seniority order. Employees with reverse seniority who are laid off during the winter season will be returned to their original seniority on the call back list when the Employer recalls employees in the spring following the layoff period, or on April 1 of the following year, whichever comes first.
- 8.2 Seniority shall terminate when an employee retires, resigns or is discharged.
- 8.2.1 In the event the Employer determines that it is necessary to reduce the workforce, employees will be laid off by class title within each division based on inverse length of "Class Seniority." Recall from layoff shall be in inverse order of layoff, except that recall rights shall expire after two (2) years of layoff.
 - 8.2.2 In cases where there are promotional series such as Unskilled Laborer, Crew Leader, 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.
 - 8.2.3 It is further understood that a laid-off employee shall have the right to placement in any lower-paid class title in this bargaining unit, provided said employee has been previously certified and appointed in said lower-paid class title. In such cases, the employee shall first be placed on a reinstatement register and shall have "Class Seniority" based on the date originally certified and appointed to said class. Employees may also apply for positions in a lower class but may, nevertheless, return to original class as provided in 8.2.2 above.
 - 8.2.4 When the new title, School Service Worker is established, incumbents who become certified in the new title shall also retain the seniority acquired in the old title the employer held in this unit, and can exercise that seniority in a layoff or reduction situation.
 - 8.2.5 If a School Service Worker is laid off, he/she may fill a temporary position in the title Trades Laborer or replace an existing temporary employee serving in that title.
- 8.3 To the extent possible, vacation periods shall be assigned on the basis of "Class Seniority," within each class, by division. It is, however, understood that vacation assignments shall be subject to the ability of the Employer to maintain operations.
- 8.4 Promotions shall be handled in accordance with current Civil Service Rules and practices.

ARTICLE 9. HOLIDAYS

9.1 Holidays Recognized and Observed. The following nine (9) days shall be designated as holidays:

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

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

9.2 Eligibility Requirements. To be eligible for holiday pay, employees must have been compensated for all scheduled hours of their last scheduled workday before the holiday or for work on the holiday.

9.3 If an employee entitled to a holiday is required to work on a holiday, the employee shall be compensated for work done on this day by being granted compensatory time on a time and one-half basis or by being paid on a time and one-half basis for such hours worked, in addition to the regular holiday pay.

9.4 If, in the judgment of the Employer, personnel are necessary for operating or emergency reasons, employees may be scheduled or "called back" in accordance with Article 7.4 (Call-In Pay).

ARTICLE 10. VACATIONS

10.1 Vacation credits shall accumulate at the rates shown below for each full hour on the payroll, excluding overtime.

<u>Years of Service</u>	<u>Hours of Vacation Earned Per Hour on Payroll</u>	<u>Annual Hours Earned</u>	<u>Annual Days Earned</u>
First year through 4 year	.0577	120	15
After the 4th year through 9 year	.0769	160	20
After 9 years through 15 year	.0846	176	22
After 15 years through 23 year	.1000	208	26
After 24 years and thereafter	.1154	240	30

Calculations are based on a 2,080-hour work year and shall be rounded off to the nearest hour.

Years of service will be defined to mean the number of years since the date of appointment.

ARTICLE 10. VACATIONS (continued)

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

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

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

10.2.1.1 Selection of option (c) in 10.2.1 shall require both the employer and employee to mutually determine and agree upon dates by which the additional carryover of vacation is to be used. Lack of use of vacation by the agreed upon dates which is not the result of an employer action shall be forfeited by the employee.

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

10.3 Scheduling of vacation is subject to approval of the employee's supervisor.

10.4 Sick Leave Conversion. If an employee has an accumulation of sick leave credits in excess of 1,440 hours, the employee may convert any part of such excess at the rate of two (2) hours of sick leave for one (1) hour of vacation up to a maximum of five (5) regularly-assigned workdays of vacation (not to exceed a total of forty [40] hours in any year).

10.5 The maximum number of vacation days allowed by the conversion of sick leave credits shall be no more than five (5) days in any one (1) year so that the maximum vacation time which may be taken in any one (1) year shall be forty (40) days including the regular vacation period, and time carried over.

ARTICLE 11. COMPENSATORY LEAVES OF ABSENCE

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

11.1.1 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.

11.1.2 Family Illness: Employees may use accumulated sick leave for hours off due to sudden sickness or disability of a parent or a member of his/her household or to make arrangements for the care of such sick or disabled persons up to a maximum of eight hours sick leave per incident. Up to one hundred twenty (120) hours of accumulated sick leave may be used in a work year to allow the employee to care for and attend to the serious or critical illness of his/her spouse, parent, or member of household. These hours when used are deducted from sick leave.

11.1.3 Sick Child Care Leave. Sick leave to care for a sick child shall be granted on the same terms as the employee is able to use sick leave for the employee's own illness. This leave shall only be granted pursuant to Minn. Stat. §181.9413 and shall remain available as provided in Statute.

11.1.4 Bereavement Leave. A leave of absence with pay, not to exceed five (5) days, shall be granted because of the death of an employee's spouse, child or step child, parent or step-parent, and regular members of the immediate household. Up to three (3) days shall be granted because of death of other members of the employee's immediate family. Other members of the immediate family shall mean sister or step sister, brother or step brother, grandparent, grandchild, parent-in-law, son-in-law or daughter-in-law. Leave of absence for one (1) day shall be granted because of death of other close relatives. Other close relatives shall mean uncle, aunt, nephew, niece, brother-in-law and sister-in-law.

11.1.5 Travel Extension: If an employee is required to travel beyond a two-hundred (200)-mile radius of Saint Paul for purposes related to eligible bereavement leave, two (2) additional days of sick leave may be used. Employee, if requested shall provide the Human Resource Department verification of the funeral location outside of Saint Paul.

ARTICLE 11. COMPENSATORY LEAVES OF ABSENCE (continued)

11.1.6 Adoption Leave and Father with Newborn Child. Up to thirty (30) days of accumulated sick leave may be used in a contract year to attend to adoption procedures or care for a newly-adopted child or for a father with a newborn child. Use of these thirty (30) days does not need to occur consecutively. The thirty (30) days of sick leave for fathers of newborns must be used within six (6) weeks surrounding the birth of the child. For adoption the thirty (30) days of sick leave may be used for adoption processes or up to six (6) weeks following the adoption. Upon completion of the adoption process additional sick leave may be allowed for the care of a sick child as required by Minnesota Statute 181.9413.

11.2 Court Duty Leave.

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

11.2.2 Required Jury Duty. Any employee who is required to serve as a juror shall be granted leave with pay while serving on jury duty contingent upon the employee paying to the Board any fees received, minus travel allowance, for such jury service. The employee may seek to be excused from jury duty.

11.3 Military Leave. Any employee who shall be a member of the National Guard, the Naval Militia or any other component of the militia of the state, now or hereafter organized or constituted under state or federal law, or who shall be a member of the Officers Reserve Corps, the Enlisted Reserve Corps, the Naval Reserve, the Marine Corps Reserve or any other reserve component of the military or naval force of the United States, now or hereafter organized or constituted under federal law, shall be entitled to leave of absence from employment without loss of pay, seniority status, efficiency rating, vacation, sick leave or other benefits for all the time when such employee is engaged with such organization or component in training or active service ordered or authorized by proper authority pursuant to law, whether for state or federal purposes, provided that such leave shall not exceed a total of fifteen (15) days in any calendar year and, further, provided that such leave shall be allowed only in case the required military or naval service is satisfactorily performed, which shall be presumed unless the contrary is established. Such leave shall not be allowed unless the employee: (1) returns to his/her position immediately upon being relieved from such military or naval service and not later than the expiration of time herein limited for such leave, or (2) is prevented from so returning by physical or mental disability or other cause not due to such employee's own fault, or (3) is required by proper authority to continue in such military or naval service beyond the time herein limited for such leave.

11.4 Eligibility for Sick Leave. To be eligible for sick leave, the employee must meet the specified uses in 11.1 and report the need for time off to his/her supervisor no later than one-half hour past his/her regular scheduled starting time.

ARTICLE 11. COMPENSATORY LEAVES OF ABSENCE (continued)

- 11.5 The granting of sick leave is subject to additional provisions as provided in Civil Service Rules.
- 11.6 Absence While on Sick Leave With Pay. During any period in which an employee is absent from work on sick leave with pay, the employee shall not be employed or engaged in any occupation for compensation outside of his/her regular employment with Independent School District No. 625. Violation of the provision of this paragraph by any employee shall be grounds for suspension or discharge.
- 11.7 Sick leave without pay may be granted in accordance with the provisions of Section 20H of the Civil Service Rules for a period up to but not to exceed three (3) years

ARTICLE 12. PARENTAL/MATERNITY/FMLA LEAVE

12.1 Parental/Maternity Leave

- 12.1.1 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.
- 12.1.2 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.
- 12.1.3 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.
- 12.1.4 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.

ARTICLE 12. PARENTAL/MATERNITY/FMLA LEAVE (continued)

- 12.1.5 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.
- 12.2 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.

ARTICLE 13. WAGES

- 13.1 The basic hourly wage rates as established by Appendix A shall be paid for all hours worked by provisional, regular, and probationary employees.
- 13.2 The basic hourly wage rates as established by Appendix B shall be paid for all hours worked by temporary employees.
- 13.3 When an employee who is certified to more than one title in this unit is working in a higher paid title and is using sick leave, vacation time, or a holiday, his/her eligibility for pay at the higher rate shall be determined by applying the holiday pay eligibility requirements, as specified in Article 9, Section 9.2. If those requirements are not met, the sick leave, vacation, or holiday pay shall be at the lower rate.
- 13.4 Correction of Compensation Errors. Employees should routinely review their bi-weekly pay check and immediately document any errors or inquiries by contacting the District's payroll department. Failure to notify the payroll department in a timely manner, or failure to routinely review the accuracy of his/her bi-weekly compensation may result in lost compensation.
- 13.4.1 District Authority. When underpayment errors are identified, the District will review the nature of the error and shall reimburse the employee in full up to a maximum retroactive period of two years. In the case of an overpayment, the District has the authority to deduct from the employee's check up to the full amount owed for a maximum retroactive period of two-years.
- 13.4.2 Procedure for Addressing Significant Overpayment Errors. In the case of a significant overpayment, deductions from bi-weekly compensation shall be based on a repayment schedule established by the District. The District, at its discretion, may limit the amount of repayment to less than the two-year retroactive period described above. The reduction of a reimbursement period will be based on the nature of the error and whether the employee took reasonable preventative action by routinely reviewing the accuracy of his/her biweekly compensation.

ARTICLE 14. INSURANCE

SECTION 1. ACTIVE EMPLOYEE HEALTH INSURANCE

1.1 The insurance plans, premiums for coverages and benefits contained in the insurance plans offered by the Employer shall be solely controlled by the contracts negotiated by the Employer and the benefit providers. The Employer will attempt to prevent any changes in the benefits offered by the benefit providers. However, the employees selecting the offered plans agree to accept any changes in the benefits which a specific provider implements. IRS rules and regulations shall govern the Employer provided health and welfare benefit program.

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. **Employees who have been employed in the District for more than thirty (30) days are eligible for health insurance benefits on the first day of the month following 30 days of continuous hire to a regular benefit eligible position and will be included in the insurance program for District employees and any supplemental or replacement program required to provide benefits described in Section 1, Active Employee Health Insurance. Insurance benefits provided to eligible employees include hospital, surgical, medical, major medical, dental, long-term disability, and life insurance coverage.**

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. An employee will be considered half time only if such employee is assigned to a position which is regularly assigned half-time hours.

1.5 Employer Contribution Amount--Full-Time Employees. Effective January 1, 2016, 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 \$625 per month, whichever is less. For each eligible full-time employee who selects family coverage, the Employer will contribute the cost of such family coverage or \$1,200 per month, whichever is less.

Employer Contribution Amount--Full-Time Employees. Effective January 1, 2017, 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 \$640 per month, whichever is less. For each eligible full-time employee who selects family coverage, the Employer will contribute the cost of such family coverage or \$1,248 per month, whichever is less.

Employer Contribution Amount--Full-Time Employees. Effective January 1, 2018, 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 \$655 per month, whichever is less. For each eligible full-time employee who selects family coverage, the Employer will contribute the cost of such family coverage or \$1,296 per month, whichever is less.

ARTICLE 14. INSURANCE, Section 1. (continued)

- 1.6 Dental Insurance. Effective January 1, 2006, the Employer will contribute for each eligible employee covered by this Agreement who is employed full-time toward participation in a dental care plan offered by the Employer up to \$40 per month for single coverage. Employees who wish to enroll in family dental coverage may pay the difference between the cost of family coverage and the District contribution of \$40.
- 1.7 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.
- 1.8 Regular employees actively enrolled in the medical and/or life insurance plans who routinely become laid off during the winter months shall receive up to four (4) months of District contribution towards the medical and /or life insurance premiums during the lay-off period.
- 1.9 Life Insurance. For each eligible employee, the Employer shall provide \$50,000 life insurance coverage. This amount shall drop to \$5,000 of coverage in the event of early retirement until the eligible retiree reaches age 65; then all Employer coverage shall terminate.
- 1.10 Long-Term Disability Insurance. Effective January 1, 2003, the Employer shall provide long-term disability coverage for all regular status full time employees.
- 1.11 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.
- 1.12 The contributions indicated in this Article 14 shall be paid to the Employer's group health and welfare plan.
- 1.13 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. Employees on winter layoff who are receiving District contributions described in 1.7 above shall pay any excess premium costs directly to the designated third party administrator for the District. Failure to make such timely payments will result in loss of coverage retroactive to the last date of premium paid by the employee. Reinstatement of coverage will not be permitted during the period of layoff.

ARTICLE 14. INSURANCE (continued)

SECTION 2. RETIREMENT BENEFITS

Subd. 1. Benefit Eligibility For Employees Who Retire Before Age 65

1.1 Employees hired into District service before January 1, 1996, must have completed the following service eligibility requirements with 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-five (55) years of age and have completed twenty-five (25) years of service, **in a benefit eligible position** or;
- C. The combination of their age and their years of service **in a benefit eligible position** must equal eighty-five (85) or more, or;
- D. Must have completed at least thirty (30) years of service, **in a benefit eligible position** or;
- E. Must have completed at least twenty (20) consecutive years of service **in a benefit eligible position** 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 January 1, 1996, must have completed twenty (20) years of service **in a benefit eligible position** 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.
- D. Employees terminated for cause will not be eligible for employer contributions toward insurance premiums for either pre-age 65 or post-age 65 coverage.
- E. Employees hired into the District on or after January 1, 2014, will not be eligible for any District contribution toward health insurance upon retirement.

ARTICLE 14. INSURANCE, Section 2. (continued)

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

2.1 Health Insurance Employer Contribution

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

2.1.1 The District contribution toward health insurance premiums will equal the same dollar amount the District contributed for single or family coverage to the carrier in the employee's last month of active employment.

2.1.2 In the event the District changes health insurance carriers, it will have no impact on the District contribution for such coverage.

2.1.3 Any employee who is receiving family coverage premium contribution at date of retirement and later changes to single coverage will receive the dollar contribution to single coverage that was provided in the contract under which the retirement became effective.

2.2 Life Insurance Employer Contribution

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

Subd. 3. Benefit Eligibility For Employees After Age 65

3.1 Employees hired into the District before January 1, 1996 in a benefit eligible position, who retired before age 65 and are receiving benefits per Subd. 2 above are eligible, upon reaching age 65, for employer premium contributions for health insurance described in Subd. 4 of this Article.

3.2 Employees hired into the District before January 1, 1996 in a benefit eligible position, who retire at age 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-65 health insurance premiums:

A. Employees hired before May 1, 1992, 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 65.

B. Employees hired on or after May 1, 1992 and prior to January 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 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 January 1, 1996, will be considered a break in District employment.

ARTICLE 14. INSURANCE, 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 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 65

4.1 Employees hired into the District before January 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 January 1, 1996, are eligible to participate in an employer matched Minnesota Deferred Compensation Plan or District approved 403(b) plan. The District will match up to \$1,000 per year of consecutive active service. Effective **January 1, 2019**, the District will match up to **\$1,150** 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. Effective January 1, 2015, the District will match up to \$1,050.

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.

Federal and state rules governing participation in the Minnesota Deferred Compensation Plan or District-approved 403(b) 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. LABORER'S NATIONAL INDUSTRIAL PENSION PLAN

15.1 **Effective July 1, 2018, the Employer will pay a flat rate of \$136.00 bi-weekly for fiscal year 2018-2019 to the Laborer's National Industrial Pension Fund.**

ARTICLE 16. SEVERANCE PAY

- 16.1 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 as described in Business Office Rules.
- 16.2 To be eligible for the 403(b) tax-deferred retirement program for sheltering severance pay and vacation pay, an employee must meet the following requirements:
- 16.2.1 The employee must be eligible upon separation of service to receive pension benefits under provisions of the St. Paul Teachers' Retirement Fund, the Public Employees' Retirement Association of Minnesota (PERA), or other public employee pension program.
- 16.2.2 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.
- 16.3 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 16.2 above, he or she will receive a District contribution to the School District No. 625 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation Pay in an amount equal to \$125 for each day of accrued, unused sick leave, up to 180 days.
- 16.3.1 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 above, he or she will receive a District contribution to the School District No. 625 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation Pay in an amount equal to \$65 pay for each day of accrued, unused sick leave up to 231 days.
- 16.3.2 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 above, he or she will receive a District contribution to the School District No. 625 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation Pay in an amount equal to \$100 pay for each day of accrued, unused sick leave up to 180 days.
- 16.4 The maximum amount of money that any employee may obtain through this 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation Pay is \$21,000.
- 16.5 For the purpose of this 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation Pay, 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, contributions to the 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation Pay shall be made to the employee's estate.
- 16.6 For the purpose of this 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation Pay, 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 plan.

ARTICLE 17. DISCIPLINE PROCEDURES

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

- a) Oral reprimand;
- b) Written reprimand;
- c) Suspension;
- d) Reduction;
- e) Discharge.

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

17.3 A notice in writing of suspensions, reductions, and discharges shall be sent to the employee and the Union within seventy-two (72) hours after such action is taken.

17.4 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 shall then provide written notice of the charges to the employee and 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 and/or union will be given the opportunity to respond in writing.

17.5 Grievances relating to this Article may be processed in accordance with the grievance procedure under Article 18, or under Civil Service grievance procedures, but not both. Oral reprimands shall not be grievable.

17.6. Employees who are unable to report for their normal workday have the responsibility to notify their supervisor of such absence as soon as possible, but in no event later than one-half (1/2) hour before the beginning of such workday.

17.7 Failure to make such notification may be grounds for discipline.

ARTICLE 18. GRIEVANCE PROCEDURE

- 18.1 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.
- 18.2 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(s) to be absent to process a grievance and that such absence would not be detrimental to the work programs of the Employer.
- 18.3 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.
- 18.4 Grievances shall be resolved in conformance with the following procedure:
- Step 1. Upon the occurrence of an alleged violation of this Agreement, the employee involved 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 the relief requested. Any alleged violation of the Agreement not reduced to writing by the Union within ten (10) calendar days of the first occurrence of the event giving rise to the grievance or the time when the employee with the use of reasonable diligence should have had knowledge of the first occurrence of the event giving rise to the grievance, shall be considered waived.
- Step 2. Within ten (10) calendar days 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) calendar days following this meeting. The Union may refer the grievance in writing to Step 3 within ten (10) calendar days following receipt of the Employer's written answer. Any grievance not referred in writing by the Union within ten (10) calendar days following receipt of the Employer's answer shall be considered waived.

ARTICLE 18. GRIEVANCE PROCEDURE (continued)

Step 3. Within ten (10) calendar days following receipt of a grievance referred from Step 2, a designated Employer supervisor shall meet with the Union Business Manager or designated representative and attempt to resolve the grievance. Within ten (10) calendar days 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) calendar days following receipt of the Employer's answer shall be considered waived.

Step 4. If the grievance remains unresolved, the Union may within ten (10) calendar days 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) calendar days 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.

- 18.5 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 applications 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.
- 18.6 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.
- 18.7 The time limits in each step of this procedure may be extended by mutual agreement of the Employer and the Union.
- 18.8 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 arbitration under other procedures. If an issue is determined by the provisions of other procedures, it shall not again be submitted for arbitration under this grievance procedure.

ARTICLE 19. LEGAL SERVICES

- 19.1 Except in cases of malfeasance in office or willful or wanton neglect of duty, the Employer shall defend, save harmless, and indemnify an employee and/or his estate against any claim or demand, whether groundless or otherwise, arising out of an alleged act or omission in the performance and scope of the employee's duties.
- 19.2 Notwithstanding 19.1, 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 20. STRIKES, LOCKOUTS, WORK INTERFERENCE

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

ARTICLE 21. SAVINGS CLAUSE

- 21.1 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 be held 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.

ARTICLE 22. JURISDICTION

- 22.1 Disputes concerning work jurisdiction between and among unions is recognized as an appropriate subject for determination by the various unions representing employees of the Employer.
- 22.2 In the event of a dispute concerning the performance or assignment of work, the unions involved and the Employer shall meet as soon as mutually possible to resolve the dispute. Nothing in the foregoing shall restrict the right of the Employer to accomplish the work as originally assigned pending resolution of the dispute or to restrict the Employer's basic right to assign work.
- 22.3 Any employee refusing to perform work assigned by the Employer shall be subject to disciplinary action as provided in Article 17 (Disciplinary Procedures).
- 22.4 There shall be no work stoppage, slow down or any disruption of work resulting from a work assignment.
- 22.5 The subcontracting of work done by the employees covered by this Agreement shall in all cases be made only to Employers who qualify in accordance with St. Paul Administrative Code Section 82.07, Minimum Wages on Public Contracts.

ARTICLE 23. TERMS OF AGREEMENT

- 23.1 The Employer and the Union acknowledge that during the meeting and negotiating which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject concerning the terms and conditions of employment. The agreements and understandings reached by the parties after the exercise of this right are fully and completely set forth in this Agreement. Any and all prior agreements, resolutions, practices, policy or rules or regulations regarding the terms and conditions of employment to the extent they are inconsistent with this Agreement are hereby superseded. In those areas where Civil Service Rules are not inconsistent with this Agreement, the Civil Service Rules shall continue to be in effect.
- 23.2 Except as herein provided, this Agreement shall be effective as of the date it is executed by the parties and shall continue in full force and effect through June 30, 2019, and thereafter until modified or amended by mutual agreement of the parties. Either party desiring to amend or modify this Agreement shall notify the other in writing so as to comply with the provisions of the Public Employment Labor Relations Act of 1971.
- 23.3 This constitutes a tentative agreement between the parties which will be recommended by the Board of Education negotiator but is subject to the approval of the Board of Education of Independent School District No. 625 and is also subject to ratification by the Unions.

WITNESSES:

INDEPENDENT SCHOOL DISTRICT NO. 625
SAINT PAUL PUBLIC SCHOOLS

TRI-COUNCIL:
OPERATING ENGINEERS LOCAL NO. 49
GENERAL DRIVERS LOCAL NO. 120
LABORERS LOCAL NO. 363

Chair, Board of Education

Business Representative, Local No. 49

Assistant Director of Employee Labor Relations

Business Manager, Local No. 49

Date

Business Agent, Local No. 120

President, Local No. 120

Business Agent, Local No. 363

Business Manager, Local No. 363

Date

APPENDIX A

HOURLY WAGE RATES

The hourly wage rates for provisional, regular and probationary employees working in the classes listed below are as shown.

Effective March 2, 2019

	<u>Base Hourly Rate</u>	<u>Hourly Rate After 15 Years</u>	<u>Hourly Rate After 25 Years</u>
School Service Worker	\$25.46	\$26.29	\$26.34
**Distribution Service Worker	\$25.46	\$26.29	\$26.34
School Grounds Crew Leader	\$29.22	\$30.05	\$30.10
School Labor Crew Leader	\$29.22	\$30.05	\$30.10
Heavy Equipment Operator	\$30.11	\$30.94	\$30.99
Plaster Tender	*	*	*

*Plaster Tenderer is paid per outside prevailing rate.

**Employees in this title are red-circled.

Grounds Service Worker Rates	4/1/2015	4/1/2016	4/1/2017	4/1/2018	3/2/2019
First 1040	\$14.50	\$14.79	\$15.09	\$15.39	\$15.70
Second 1040		\$15.53	\$15.84	\$16.16	\$16.48
Third 1040			\$16.63	\$16.96	\$17.30
Fourth 1040				\$17.81	\$18.17

Longevity Pay. **Effective July 1, 2018**, employees who have completed fifteen (15) full-time equivalent regular active years of service with the Employer **at the beginning of the sixteenth (16th)** year shall receive an additional \$.83 per hour in addition to the base hourly rate. Periods of non-compensatory leave or layoff in excess of one year shall not be counted toward longevity.

Effective July 1, 2018, employees who have completed twenty five (25) full-time equivalent regular active years of service with the Employer **at the beginning of the twenty-sixth (26th)** year shall receive an additional \$.88 per hour in addition to the base hourly rate. Periods of non-compensatory leave or layoff in excess of one year shall not be counted toward longevity.

APPENDIX A (continued)

PREMIUM PAY PROVISIONS

Premium Pay A. Premium pay of fifty five cents (.55¢) per hour shall be paid above the regular base rate for each hour or any part over one-fourth (1/4) hour worked in such assignments by an employee in this bargaining unit:

1. Operation of a chain saw, chipping hammer or jackhammer.
2. Work eight (8) feet or lower beneath ground.
3. Operation of a mortar mixer.
4. Driving tandem trucks.
5. Operation of a power tamper.
6. Work on the asphalt crew (except Asphalt Raker).
7. Operation of a hedge trimmer.
8. Hill Cutter
9. Cement Finisher

Premium Pay B. Premium pay of ninety cents (.90¢) per hour shall be paid above the regular base rate for each hour or any part over one-fourth (1/4) hour worked in such assignments by an employee in this bargaining unit:

1. Operation of a tractor with power take-off over 50 horsepower which is used for grass cutting.
2. Operation of any of the equipment covered by the abolished class title, *Asphalt Raker.
3. Performing the duties of a Plasterer Helper or of a Tender for a Bricklayer, Blocklayer or Plasterer.
4. Holding a license to apply or use regulated pesticides and chemical treatments and assigned to perform work involving the application of such regulated substances (the term "regulated" as used here, refers to substances whose use and application requires the license noted herein).
5. Swing stage work, such as work performed from a boatswain's chair or a swing scaffold or hazardous work that requires the use of a safety belt fifty (50) feet or more above the ground. All standard safety laws shall be complied with.
6. Wood Chipper

* This title abolished except as to present incumbents.

APPENDIX B

TEMPORARY EMPLOYEE RATES

1. The hourly rates for temporary employees working in the classes listed below are as shown:

	<u>Effective</u> <u>5/1/18</u>		<u>Effective</u> <u>5/1/19</u>		<u>Effective</u> <u>5/1/20</u>	
	<u>Without</u> <u>PERA</u>	<u>With</u> <u>PERA</u>	<u>Without</u> <u>PERA</u>	<u>With</u> <u>PERA</u>	<u>Without</u> <u>PERA</u>	<u>With</u> <u>PERA</u>
School Service Worker	\$34.11	\$31.57	*	*	**	**
Trades Laborer	\$34.11	\$31.57	*	*	**	**

For temporary employees working in the titles listed in (1.) above the following fringe benefit contributions shall be made to the Minnesota Laborers' Fringe Benefit Fund:

	<u>Effective</u> <u>5/1/18</u>	<u>Effective</u> <u>5/1/19</u>	<u>Effective</u> <u>5/1/20</u>
Health and Welfare	\$7.85	*	**
Pension	\$9.17	*	**
Vacation (Taxable Contribution)	\$2.30	*	**
Training	\$.32	*	**

2. The hourly wage rates for temporary employees working the class listed below are as shown:

	<u>Effective</u> <u>5/1/18</u>		<u>Effective</u> <u>5/1/19</u>	<u>Effective</u> <u>5/1/20</u>
	<u>Without</u> <u>PERA</u>	<u>With</u> <u>PERA</u>		
Heavy Equipment Operator	\$36.04	\$33.53	*	**

For temporary employees working in the title listed in (2.) above the following fringe benefit contributions shall be made to the Funds designated by IUOE, Local 49:

	<u>Effective</u> <u>5/1/18</u>	<u>Effective</u> <u>5/1/19</u>	<u>Effective</u> <u>5/1/20</u>
Health and Welfare	\$9.90	*	**
Pension	\$8.90	*	**
Apprentice Training	\$.50	*	**

* The Employer agrees to contribute 100% of the wages and benefits per the Minnesota Laborer's Agreement and the Local 49 AGC Builders Agreement, effective **May 1, 2019**.

** The Employer agrees to contribute 100% of the wages and benefits per Minnesota Laborer's Agreement, effective **May 1, 2020**.

APPENDIX B (continued)

TEMPORARY EMPLOYEE RATES (continued)

3. The hourly wage rates for temporary employees working the class listed below are as shown:

	Effective 5/1/18		Effective 5/1/19		Effective 5/1/20	
	<u>Without PERA</u>	<u>With PERA</u>	<u>Without PERA</u>	<u>With PERA</u>	<u>Without PERA</u>	<u>With PERA</u>
Plaster Tender	\$34.52	\$31.95	*	*	**	**

For temporary employees working in the titles listed in (3.) above the following fringe benefit contributions shall be made to the Minnesota Laborers' Fringe Benefit Fund:

	Effective 5/1/18	Effective 5/1/19	Effective 5/1/20
Health and Welfare	\$7.85	*	**
Pension	\$10.14	*	**
Vacation (Taxable Contribution)	\$2.30	*	**
Apprentice Training	\$.32	*	**

* The Employer agrees to contribute 100% of the wages and benefits per the Minnesota Laborer's Agreement and the Local 49 AGC Builders Agreement, effective **May 1, 2019**.

** The Employer agrees to contribute 100% of the wages and benefits per Minnesota Laborer's Agreement, effective **May 1, 2020**.

4. Regular employees who are laid off and then called back to work on a temporary basis shall receive the regular rate of pay as shown in Appendix A for such titles worked and shall continue to earn and accrue Employer benefits for such hours worked.
5. For temporary employees working in titles listed in this Appendix B whose length of service and earnings require that they be subject to Public Employees Retirement Association contributions, the rate of pay shall be the hourly rate shown in this Appendix B for such title divided by one (1) plus the Employer PERA rate.
6. If the unions elect to have the fringe benefit contributions listed in this Appendix B increased or decreased, the Employer may adjust the applicable hourly pay rates and contribution amounts accordingly.
7. Laborers employed by the Employer on a temporary basis will be paid on the rates indicated in (Appendix B1 above).

MEMORANDUM OF AGREEMENT
REGARDING ADOPTION OF THE PREFERRED SCHEDULE
RELATED TO THE LABORERS' NATIONAL INDUSTRIAL PENSION FUND

Whereas, the Tri-Council (hereinafter "Union") and Saint Paul Public Schools (hereinafter "Employer") are parties to a collective bargaining agreement that provides for contributions to the Laborers' National Industrial Pension Fund; and

Whereas, the Pension Fund's Board of Trustees has adopted a funding Rehabilitation Plan ("Plan"), dated July 26, 2010, to improve the Fund's funding status over a period of years as required by the Pension Protection Act of 2006 ("PPA"); and

Whereas, a copy of the Plan has been provided to the Union and the Employer; and

Whereas, the Plan, in accordance with the PPA, requires that the signatories to every collective bargaining agreement providing for contributions to the Pension Fund adopt one of the Schedules included in the Plan; and

Whereas, the Union and the Employer have agreed to adopt the Plan's Preferred Schedule and wish to document that agreement;

It is hereby agreed by the undersigned Union and Employer as follows:

1. This Memorandum of Agreement shall be considered as part of the collective bargaining agreement. The provisions of this Addendum supersede any inconsistent provision of the collective bargaining agreement.

Effective July 1, 2018, the Employer will pay a flat rate of \$136.00 bi-weekly for fiscal year 2018-2019.

2. With regard to benefits under the Pension Fund, the Plan's Preferred Schedule provides that the Pension Fund's current plan of benefits for the group will remain unchanged with the following exceptions:
 - (a) Benefit accruals for periods after adoption of the Preferred Schedule will be based on the contribution rate in effect immediately before the Preferred Schedule goes into effect for the group, not on the increased rates required by this Schedule.
 - (b) Effective April 30, 2010, and until the Rehabilitation Plan succeeds, the Pension Fund is not permitted by the PPA to pay any lump sum benefits or pay any other benefit in excess of the monthly amount that would be payable to the pensioner under a single life annuity. This means that the Fund must suspend its Partial Lump Sum option, Social Security Level income option, and Widow/Widower Lump Sum option. Exceptions are made for a lump sum cash-out of a participant or beneficiary whose entire benefit entitlement has an actuarial value of \$5,000 or less and for the Fund's \$5,000 death benefit.

APPENDIX C (continued)

(c) The Board of Trustees of the Pension Fund continues to have discretionary authority to amend the Rules & Regulations of the Pension Fund, including the Rehabilitation Plan, within the bounds of applicable law.

3. The Plan as a whole is deemed to be a part of the Preferred Schedule.
4. This Addendum shall be effective as of July 2, 2010, which is the same date on which the contribution rate increases under paragraph 2, and shall remain in effect until a successor agreement is reached.

To acknowledge their agreement to this Memorandum of Agreement, the Union and the Employer have caused their authorized representatives to place their signatures below.

INDEPENDENT SCHOOL DISTRICT NO. 625
SAINT PAUL PUBLIC SCHOOLS

THE TRI-COUNCIL LOCAL 49, LOCAL 120,
AND LOCAL 363

Chair, Board of Education

Business Representative, Local No. 49

Assistant Director of Employee Labor
Relations

Business Manager, Local No. 49

Date

Business Agent, Local No. 120

President, Local No. 120

Business Agent, Local No. 363

Business Manager, Local No. 363

Date

APPENDIX D

Tools, Equipment, and Clothing

Employer will provide employee with necessary tools to accomplish daily work. Tools are the property of the employer, will be inventoried and must be returned upon employment separation. Tools are to be used for district use only.

The District will provide uniform clothing. Employees in this bargaining unit are required to wear the District uniform when on duty.

Each employee is responsible for laundering and pressing uniforms. If a uniform shirt becomes damaged beyond repair during the course of duty, it will be replaced when the damaged shirt is returned to the District.

ADDITIONAL INFORMATION

(Not a Part of the Agreement)

Memorandum of Agreement
Regarding
Loss of Drivers License

Statement of Intent
Regarding
Temporary Employees

**Memorandum of Agreement
Regarding
Loss of Drivers License**

This Memorandum of Understanding is by and between the Board of Education of Independent School District No. 625, Saint Paul Public Schools, and the Tri-Council, Local 49, Local 120 and Local 132. The purpose of this Memorandum is to establish a process that would occur in the event an employee who is required to hold a Commercial Drivers License (CDL) as a qualification for the job they hold has that license suspended, revoked or cancelled, and to establish uniformity in addressing such a situation. This memorandum will also establish a timeframe for current employees who are required to hold a CDL but who currently do not possess such a license to fulfill the requirement.

The parties agree to the following items.

1. If an employee loses driving privileges and possession of a license that is required for the employee's job, the responsibility for regaining the license is the employee's and not the District's.
2. It is the employee's responsibility to immediately notify their supervisor in writing of the loss of driving privileges. If an employee fails to notify their supervisor, they will be subject to disciplinary action. If an employee drives a School District vehicle without a valid driver's license, they will be subject to immediate termination from School District employment.
3. The employee must, at the employee's expense and on personal time, resolve the issue with the District Court or Department of Public Safety.
4. When an employee loses his/her license for the first time as a school district employee, the School District, upon being made aware of the loss of an employee's license, shall grant the employee a leave of absence without pay for a period not to exceed eighteen (18) calendar months. If the employee is unable to regain possession of a valid, required license by the end of the leave, the employee will be terminated from employment.
5. When an employee loses his/her license for the second time as a school district employee, regardless of the date the first loss of license occurred, the School District, upon being made aware of the loss of an employee's license, shall grant the employee a leave of absence without pay for a period not to exceed two (2) calendar years. If the employee is unable to regain possession of a valid, required license by the end of two (2) calendar years, the employee will be terminated from employment.
6. If an employee loses and regains his/her license while on lay off and no accommodation is made, that loss of license will not count in regard to Number 4 or Number 5 above.

7. Extensions of leaves of absence may only be granted at the discretion of the School District for reasons beyond the employee's control. The reasons shall be limited to delays caused by State administrative procedures or the court system.
8. Voluntary reduction to a position in a lower classification with minimum qualifications not requiring a driver's license is at management's discretion; however, any accommodation provided shall not cause the displacement of another employee, regardless of seniority.

Duration

This Memorandum of Agreement shall be effective upon signing, and shall remain in effect for the duration of this agreement; it is subject to renewal, termination or amendment by the parties.

INDEPENDENT SCHOOL DISTRICT NO. 625
SAINT PAUL PUBLIC SCHOOLS

THE TRI-COUNCIL LOCAL 49, LOCAL 120,
AND LOCAL 363

Chair, Board of Education

Business Representative, Local No. 49

Assistant Director of Employee Labor
Relations

Business Manager, Local No. 49

Date

Business Agent, Local No. 120

President, Local No. 120

Business Agent, Local No. 363

Business Manager, Local No. 363

Date

**Statement of Intent
Regarding
Temporary Employees**

The School District will obtain at least fifty (50%) percent of its temporary employees from the union hall as long as employees are available and meet district qualifications

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