

2019 - 2021

AGREEMENT

between

SAINT PAUL PUBLIC SCHOOLS

INDEPENDENT SCHOOL DISTRICT NO. 625

and

MINNESOTA TEAMSTERS

PUBLIC AND LAW ENFORCEMENT

EMPLOYEES UNION LOCAL NO. 320

**Representing
Teaching Assistants**

July 1, 2019 through June 30, 2021





SAINT PAUL PUBLIC SCHOOLS
Independent School District No. 625

Board of Education

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Jeanelle Foster	Vice-Chair
Zuki Ellis	Clerk
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ARTICLE 1. DEFINITION OF AGREEMENT

SECTION 1. Parties. This Agreement, entered into between the Board of Education, Independent School District No. 625, Saint Paul, Minnesota, hereinafter referred to as the "Employer," and Minnesota Teamsters Public and Law Enforcement Employees Union Local No. 320 (certified by the Director of the Bureau of Mediation Services as the exclusive representative in Case No. 79-PR-798-A on May 31, 1979) hereinafter referred to as Local No. 320, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, to set forth the terms and conditions of employment.

SECTION 2. Purpose. The purpose of this Agreement is to promote orderly and constructive relationships between the Employer, the employees of this unit, and Local No. 320.

ARTICLE 2. RECOGNITION

SECTION 1. The Employer recognizes Local No. 320 as the certified exclusive representative for the following unit:

All Teaching Assistants of Independent School District No. 625, St. Paul, Minnesota, who are employed for more than (fourteen) 14 hours per week and more than sixty-seven (67) workdays per year, excluding all other employees.

SECTION 2. The Employer agrees that so long as Local No. 320 is the exclusive representative in accordance with the provisions of PELRA, and as certified by the Bureau of Mediation Services, State of Minnesota, for all personnel defined in Section 1 of this Article, that it will not meet and negotiate with any other labor or employee organization concerning the terms and conditions of employment for this unit.

ARTICLE 3. CHECK OFF, FAIR SHARE

SECTION 1. The Employer agrees to deduct the Union membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by a representative of the Union and the aggregate deductions of all employees shall be remitted together with an itemized statement to the representative by the first of the succeeding month after such deductions are made or as soon thereafter as possible.

SECTION 2. Any present or future employee who is not a Union member may be required to contribute a fair share fee for services rendered by the Union. Upon notification by the Union, the Employer shall check off said fee from the earnings of the employee and transmit the same to the Union. In no instance shall the required contribution exceed 85% of regular Union membership dues. This provision shall remain operative only so long as specifically provided by Minnesota law.

In the event there is a change in the law permitting the Union to assess an amount in excess of 85% of regular membership dues, the full amount permitted by law may be assessed by the Union.

ARTICLE 3. CHECK OFF, FAIR SHARE (continued)

SECTION 3. The Union will indemnify, defend, and hold the School District harmless against any claims made and against any suits instituted, and any orders or judgments issued against the School District, their officers or employees, as a result of any action taken or not taken by the Employer in compliance with the provisions of this Article.

SECTION 4. Dues and fair share deductions for the summer months shall be scheduled by mutual consent between the Employer and the Union.

SECTION 5. Check Off, Fair Share. The Employer agrees to deduct voluntary contributions from the Union membership for the National Teamsters D.R.I.V.E. (Democratic Republican Independent Voter Education) fund from the pay of those employees who individually request in writing that such deductions be made. Such deductions shall be made twice each month and remitted to the Union.

ARTICLE 4. NON-DISCRIMINATION

Neither the Union nor the Employer shall discriminate against any employee because of Union membership or non-membership, or because of race, color, sex, religion, national origin or political opinion or affiliations.

ARTICLE 5. WORKING CONDITIONS

SECTION 1. Emergency Closings. If it becomes necessary or desirable to close a school as a result of an emergency, the effort shall be made to notify employees not to come to work. Employees not notified who report for work shall be granted one (1) hour's pay for an employee regularly scheduled for four (4) hours or less, and two (2) hours' pay for an employee regularly scheduled for more than four (4) hours, at the regular straight-time rate. The official system for notification of school closing is through radio station WCCO, and such broadcast shall constitute notification.

SECTION 2. Mileage. When an employee is required and authorized by the proper supervisor to use his or her personal vehicle in the interest of the Employer (i.e., trips to the bank, grocery store, etc.), mileage reimbursement will be paid at the current School District rate, and by the approval of said supervisor. Any teaching assistant who uses their personal automobile on District business is required to carry basic limits liability coverage to the extent of \$100,000 per person, \$300,000 per accident for bodily injury, and \$50,000 for property damage.

SECTION 3. Notice of Vacancies. When a new or vacant position becomes available, notice of the position will be posted for a minimum five (5) working days on the District's website at: www.hr.spps.org/Applicants.html

SECTION 4. IEP AT A GLANCE. Teaching Assistants, including Discovery Club TAs, who support students' IEPs will be provided a copy with supervisor approval of the students' IEP at-a-glance for viewing only at the start of the school year or when a new student joins the school or classroom.

ARTICLE 6. HOURS

SECTION 1. Hours. This Section is intended only to define the normal hours of work and to provide the basis for the calculation of overtime pay. Nothing in this Agreement shall be construed as a guarantee of any hours of work. The District will attempt to notify employees prior to any changes on the Teaching Assistant's timecard.

SECTION 2. No Call, No Show. Unless exigent circumstances exist, employees who fail to report to work for three (3) consecutive work days who are not on an approved leave of absence and who have not notified their supervisor will be given notice, via registered mail, that without contact to their supervisor or human resources they will be considered resigned five (5) workdays from the date the letter is postmarked. The date of the 5th workday will be specified in the letter and the letter will be sent to the address the employee has on file.

SECTION 3. Overtime. Overtime is to be paid for at the rate of time and one-half (1-1/2) for all work in excess of an eight (8) hour workday, or for hours in excess of forty (40) hours per week.

SECTION 4. Technology Access. The district will not require employees to check SPPS email or handle other SPPS related work during their breaks, lunch or non-work hours. Adequate time and accessible computers for third party billing, checking emails, completing time cards and other related SPPS work will be coordinated with the **Classroom Teacher**, Principal or site Administrator **and notated in the Teaching Assistant's schedule.**

ARTICLE 7. BREAKS

SECTION 1. Rest Break. All hours worked shall be used to calculate break time. Employees shall be provided rest breaks per the following schedule:

<u>Employees Assigned to Work:</u>	<u>Rest Breaks Provided:</u>
Four (4) Hours up to six (6) hours	One Fifteen (15)-Minute Break
Six (6) Hours or more	One Fifteen (15)-Minute Break and One Ten (10)-Minute Break

Rest breaks will occur each day at times agreed to by the employee's supervisor and will be without loss of pay. It is understood by all parties that it may not be possible to receive a rest break or some portion thereof on some days, but employees should normally receive the rest breaks as described above. Rest breaks can be forfeited, delayed or interrupted only for emergency situations.

SECTION 2. Lunch Break. All employees are entitled to a duty-free lunch break of thirty (30) minutes without pay, at a time assigned by the supervisor. Employees who work five (5) hours or less shall not be required to take a lunch break, except when otherwise controlled by federal requirements.

2.1 Employees required to work through their lunch break shall be compensated at the employee's hourly rate.

ARTICLE 8. HOLIDAYS

SECTION 1.

- 1.1 Holidays. Each employee shall be eligible for a maximum of six (6) paid holidays during the school year. The days for which holiday pay will be allowed will be Labor Day, Thanksgiving Day, Friday after Thanksgiving, Martin Luther King Day, Presidents' Day, and Memorial Day. Employees who work in 12-month assignments, not including summer school, shall be eligible for holiday pay for the July 4 holiday.
- 1.2 Eligibility. In order to be eligible for holiday pay, employees must have been active on the payroll the day of the holiday. A paid holiday equals the same amount of hours that you are regularly scheduled for, including bus time, not to exceed 8 hours.
- 1.3 Labor Day Pay Special Condition. Employees whose assignment begins after Labor Day, who were active employees prior to the holiday and who return to work on their first scheduled day at the start of the school year shall be paid for Labor Day. Their holiday pay equals the same amount of hours that you are regularly scheduled for, including bus time, not to exceed 8 hours.

SECTION 2. An eligible employee who is laid off within the thirty (30) days prior to a paid holiday, shall be paid for the holiday on the basis of the same number of hours as the employee's last regularly-scheduled working day before the layoff took effect.

ARTICLE 9. COMPENSATORY LEAVES

SECTION 1. Sick Leave. Each employee shall be eligible to earn and use sick leave on the basis of the formulas shown in Appendix A, to be calculated, paid, and used as follows:

- 1.1 Day. A day of earned sick leave shall be equivalent in hours to the average regularly-assigned workday of the employee, including hours of bus duty. See the formula for calculation of sick leave accrual in Appendix A.
- 1.2 Availability. The days of sick leave available to an employee in any school year shall be available for use only after they have been earned by working the appropriate hours. No sick leave may be used in advance of earning the time. Verification of illness may be required.
 - 1.2.1 Sick Child Care. Sick leave for sick child care 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. Statute §181.9413 and shall remain available as long as so provided in Statute.
 - 1.2.2 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. 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 Minn. Statute §181.9413.

ARTICLE 9. COMPENSATORY LEAVES (continued)

- 1.2.3 Family Illness. Employees may use accumulated sick leave for hours off due to illness, injury 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 sixty (160) hours of accumulated sick leave may be used in a twelve (12) month period to allow the employee to care for and attend to the illness or injury of his/her adult child, spouse, sibling, parent, grandparent, stepparent, or member of household, unless otherwise in accordance with Minnesota §181.9413. These hours when used are deducted from sick leave.
- 1.3 Pay. Sick leave shall be paid at the regular hourly rate, earned on the basis of the formula in Appendix A, and shall be paid on the basis of the work hours actually scheduled for the day of illness.
- 1.4 Accumulation. Sick leave may be accumulated from year to year as earned on the hourly basis specified in Appendix A, to a total not to exceed 1,700 hours. No conversion to cash payment shall be allowed.
- 1.5 Sick Leave Conversion. There shall be no conversion of unused sick leave in any amount at any time to any cash payment other than the conversions herein described in this Section 1.5.
- 1.5.1 Sick Leave Conversion to Vacation. Sick leave accumulated in excess of 800 hours may be converted to paid vacation time at a ratio of two (2) hours of sick leave time for one (1) hour of vacation time, to a maximum of five (5) regularly-assigned workdays (not to exceed a total of forty (40) hours) in any school year.
- 1.6 Summer School Usage of Sick Leave. Teaching assistants employed in the Saint Paul Schools on a regular basis in the preceding school year, and who are employed during the summer school session offered by the District, shall be eligible to use sick leave accumulated under the provisions of 1.4 of this Section, to the equivalent of twelve (12) regularly assigned hours for the entire summer school session for programs in excess of twenty (20) duty days, and/or up to six (6) hours for programs of twenty (20) duty days or less.

When sick leave time is used during the summer school session, it shall be charged against accumulated sick leave and paid on the basis of the regular hourly rate of the employee, for the hours regularly assigned to that employee during the summer school session.

SECTION 2. Personal Leave

- 2.1 Employees may take up to four (4) days of personal leave per school year. Personal leave is defined as emergencies and other matters which are urgent, which require the employee's presence and which cannot be handled except at a time in conflict with the employee's workday. Personal leave shall be deducted from accumulated sick leave. A day of personal leave equals the amount of hours an employee is regularly scheduled to work including bus hours, not to exceed eight (8) hours. Personal days may be taken during each school year on days where there is no work scheduled. Personal leave may not be carried over from year to year.
- 2.2 Personal leave shall be granted for emergencies to an employee upon receipt of request to the principal or program administrator. Leave verification should be provided seven (7) days in advance of the leave date or as soon thereafter as possible.

ARTICLE 9. COMPENSATORY LEAVES (continued)

- 2.3 All days of personal leave shall be deducted from accumulated sick leave. Unused leave shall not accumulate.
- 2.4 The use of personal leave for non-emergency use must be requested in writing to the principal or program administrator ten (10) days advance notice of intention to use such leave on a specific date.
- 2.5 The principal/program administrator will determine approval of personal leave and may choose not to grant approval if the absence of the employee would be detrimental to the educational goals for the school/program.

SECTION 3. Bereavement Leave

- 3.1 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. Unused leave for such purposes shall not be accumulated. A day equals the same number of hours an employee is regularly scheduled to work including bus hours, not to exceed eight (8) hours.
- 3.2 Travel Extension. If an employee is required to travel beyond a two-hundred (200)-mile radius of Saint Paul for purposes related to eligible bereavement leave, two (2) additional days of sick leave may be used. Employee, if requested shall provide the Human Resource Department verification of the funeral location outside of Saint Paul.

SECTION 4. Winter and Spring Break.

- 4.1 Eligibility for Winter and Spring Break Pay. **Employees must be active on the payroll in order to be eligible for this benefit:**
 - 4.1.1 Spring Break. **Ten (10) month employees shall be eligible to accrue up to a maximum of 40 hours of break pay time to be applied to spring break at an accrual rate of .089285 for each hour paid. Accrual for spring break starts at zero on the first day of school in January with no carry over. Time accrued will be paid during the applicable spring break periods as indicated on the SPPS school year calendar. Time accrued will be tracked on employees pay stubs. Employees who work at Crossroads Elementary which is on a year around school year calendar shall be paid spring break accrual as indicated on the SPPS school year calendar. Employees must be actively employed during the break period to receive break pay.**
 - 4.1.2 Winter Break. **Ten (10) month employees shall be eligible to accrue up to a maximum of 40 hours of break pay time to be applied to winter break at an accrual rate of .089285 for each hour paid. Accrual for winter break starts at zero on the first day of school with the accrual starting the 16th day after school starts in September with no carry over. Time accrued will be paid during the applicable winter break periods as indicated on the SPPS school year calendar. Time accrued will be tracked on employees pay stubs. Employees who work at Crossroads**

Elementary which is on a year around school year calendar shall be paid winter break accrual as indicated on the SPPS school year calendar. Employees must be actively employed during the break period to receive break pay.

4.1.3 Exception for Unpaid Medical Leave: If an employee is on unpaid medical leave during the paid Winter and Spring Break period in 4.2 of this Section, the employee will be eligible for the paid Winter and Spring Break period under the following conditions:

- 1) The employee has been employed as a teaching assistant in the District and is eligible under 4.1 of this Section for at least one (1) full school year immediately preceding the year in question, and is so employed for the current school year; and

ARTICLE 9. COMPENSATORY LEAVES (continued)

- 2) The employee shall have been employed at least forty (40) days between the start of school and the beginning of the break for the winter break.

SECTION 5. Court Duty Leave.

- 5.1 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.
- 5.2 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.

SECTION 6. Military Leave.

- 6.1 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.

SECTION 7. Quarantine/Catastrophic Disaster Leave.

- 7.1 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 in the employee's school and/or community which causes the closure of the District or the employee's school.

ARTICLE 10. NON-COMPENSATORY LEAVES

If an absence from work is necessary and such absence is not covered by one of the types of leave with pay, leave of absence without pay may be granted to employees under the provisions of this Section upon approval of the Human Resource Department. Such leave shall be without compensation and without pension contribution or other benefits. Application for leave of absence must be made in writing. Advance approval by the Human Resource Department is required. Exceptions to the advance approval requirement may be made for medical emergencies, at the discretion of the District. These application and approval procedures must be followed in order to maintain a person's employment status, and to provide information to the employee about options to continue insurance during the leave of absence. More detailed information regarding application and return procedures and conditions for such leave is available from the District's Human Resource Department.

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 in compliance with FMLA.

SECTION 1. Medical Non-Compensatory Leave

Leave of absence without pay and benefits may be requested and will be granted for medically verified personal illness or injury reasons, for a period of time not to exceed the duration of the school year. Extensions may be granted at the sole discretion of the Employer. Available paid sick leave may be used for absences due to medical reasons. If the length of the medically required absence is greater than the amount of available paid sick leave, the employee must make written application for leave of absence without pay. An appropriate medical statement must accompany the application for leave of absence.

The Employer may require an employee to have a physical examination, at the Employer's expense at any time, and at no cost to the employee and no deduction for work time lost for the examination. In the event of serious illness or any impairment that would affect the employee's safety or performance, or the health and safety of students and/or other employees, the employee may be placed on medical leave by the Employer.

SECTION 2. Short-Term Non-Compensatory Leave

Other leaves without pay and benefits, normally not to exceed five (5) days in length, may be requested, and will be considered by the Employer (Human Resource Department), subject to the operational needs of the Employer and the ability to secure substitute help to satisfactorily maintain the particular assignment of the employee involved.

SECTION 3. General Non-Compensatory Leave

The District, at its sole discretion, may grant leave without pay or benefits, up to one (1) year in length. Applications for such leaves must be submitted at least sixty (60) days prior to the proposed start of the leave without pay and shall include the proposed period of the leave and purpose for leave. Complete 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:

ARTICLE 10. NON-COMPENSATORY LEAVES (continued)

Subd. 1. Notification of Intent to Return

- 1.1 The employee must provide written notification to the Assistant Director, Human Resource Department indicating their specific intent to conclude the leave and be available to return to active service as of the termination date specified in the leave. This written notification must be received by the Human Resource Department no later than two (2) months prior to the originally-scheduled date of the leave termination.
- 1.2 Failure to notify will be treated as though the person has resigned and has no further rights to return.
- 1.3 The Human Resource Department will assign the person to an appropriate vacancy should one exist, upon the completion of the leave.

Subd. 2. Appropriate Vacancy

- 2.1 An appropriate vacancy is a position equivalent in class and program, 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 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, has given proper notice of intent to return, and who is awaiting return.
- 2.3 If the employee has properly notified the District of intent to return to active service following the leave, as described in 1.1 of this Section, and no appropriate vacancy exists upon the termination of the leave, the employee's name will be added to the list of employees awaiting reinstatement, as described in Seniority and Recall: Article 13, Section 3 of this Agreement, for up to eighteen (18) months following the termination of the leave.

Subd. 3. An employee returned to service under the provisions of this Section will retain their former seniority.

SECTION 4. Parental Leave

Subd. 1. General Parental Leave Without Guaranteed Return. 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 completion of the pregnancy, or the adoption. Available paid sick leave may be used for absences due to medical reasons. If the length of the medically required absence is greater than the amount of available paid sick leave, the employee must make written application for leave of absence without pay. An appropriate medical statement must accompany the application for leave of absence.

ARTICLE 10. NON-COMPENSATORY LEAVES (continued)

- 1.1 Application for parental leave shall be made at least two (2) calendar months before the requested beginning date of the leave, and shall, in the case of pregnancy, include a signed statement from the employee's physician, indicating the expected date of delivery, and that the employee is fully able to meet the requirements of her position until the date of leave.

In the case of adoption, the employee shall provide to the Human Resource Department, at the time of application for adoption, notice that application has been made, and the best available information as to probable date of arrival of child.

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.

- 1.2 If no appropriate vacancy is available for placement of the employee at the scheduled date of termination of the leave, the leave shall be extended until an appropriate vacancy occurs; but not to exceed eighteen (18) calendar months. If no appropriate vacancy has yet occurred after eighteen (18) calendar months, the employee may be terminated by the District. The employee shall be required to notify the Human Resource Department in writing at least two (2) months prior to scheduled return that they do in fact desire to terminate the leave at the scheduled time and return to active employment. In the case of pregnancy, a completed physical examination form shall be provided, signed by the employee's physician, and verifying her fitness to resume fully the duties of her employment.

- 1.2.1 An appropriate vacancy is a vacant position in the same program and class as the position held by the employee prior to leave, and one for which the employee is fully qualified. An employee may be returned from parental leave to a vacant position for which they are fully qualified, in the judgment of the Human Resource Department.

Subd. 2. Short-Term Parental Leave With Guaranteed Return. Parental leave without pay may be granted for a period not to exceed two (2) calendar months in length, with a guarantee of return to the same position. The employee may return to an appropriate vacancy as defined in Section 3, Subd. 1.2 of this Article, or the starting or ending dates of the leave may be extended as described in 2.3 of this Section 4. If the period of leave occurs immediately prior to, or following the summer recess, the same position cannot be guaranteed. Leave with position guarantee shall be granted only for reasons directly attributable to pregnancy or for the imminent and immediate adoption of a child. If the position has been eliminated during the period of leave, the seniority and recall provisions of Article 13 shall apply. The following conditions shall govern:

- 2.1 Application for leave, for reasons directly attributable to pregnancy, shall be made at least two (2) calendar months before the requested beginning date of the leave, and shall include a signed statement from the employee's physician, indicating the expected date of delivery, and that the employee is fully able to meet the requirements of her position until the date of leave.

ARTICLE 10. NON-COMPENSATORY LEAVES (continued)

2.2 In the case of adoption, the employee shall provide to the Human Resource Department, at the time of application for adoption, notice that application has been made, and the best available information as to probable date of arrival of child.

Application for leave for the imminent and immediate adoption of a child shall be made if at all possible at least two (2) calendar months before the anticipated beginning date of the leave; or at the earliest date when the employee has information as to probable date of arrival of child.

2.3 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. If a parental leave with guaranteed return is requested which would terminate after May 1 or begin prior to October 1, such leave may be extended to terminate at the end of the school year in the first instance or be extended to commence at the beginning of the school year in the second instance at the discretion of the Human Resource Department.

2.4 A parental leave with guaranteed return shall not be granted which in effect would extend the leave from one school year into a succeeding school year.

2.5 No early return shall be permitted except at the sole discretion of the Human Resource Department. No extension shall be permitted, except after written verification by physician that the employee is physically unable to return to service. In such case, the leave may be extended only until the employee is physically able to return to duty, or until the end of the school year in which the leave was granted, whichever is sooner.

Subd. 3. Return affected by Layoffs. If, at the time of scheduled termination of the leave, there are other employees on layoff who are also eligible for placement in the same program and class as the employee on parental leave, then the employee who is scheduled to return from leave shall be added to the appropriate list of employees awaiting reinstatement, in accordance with Article 13 Seniority and Recall.

SECTION 5. Failure To Return From Leave. 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.

ARTICLE 11. EMPLOYEE BENEFITS

SECTION 1. Active Employee Health Insurance

- 1.1 The Employer will continue for the period of this Agreement to provide for active employees such health and life insurance benefits as are provided by Employer at the time of execution of this Agreement.
- 1.2 Eligibility Waiting Period. **Employees shall be eligible on the first day of the month following 30 days of continuous regularly appointed service** in Independent School District No. 625 to receive the District contribution to premium cost for health and life insurance provided herein.
- 1.3 Full-Time Status. For the purpose of this Section, full-time employment is defined as appearing on the payroll regularly at least thirty (30) hours per week or at least sixty (60) hours per pay period, excluding overtime hours.
- 1.4 Half-Time Status. For the purpose of this Section, half-time employment is defined as appearing on the payroll regularly at least twenty (20) hours but less than thirty (30) hours per week or at least forty (40) hours but less than (60) hours per pay period, excluding overtime hours.

Regularly-scheduled hours are the daily hours which are specifically authorized for the employee and assigned by the supervising administrator, and verified by the Human Resource Department, as the regular schedule. Occasional work time assigned in excess of the minimums stated in 1.3 and 1.4 shall not be construed as providing eligibility for insurance premium payment.

NOTE: Any employee who is regularly scheduled for less than twenty (20) full hours of work per five (5)-day week or who is scheduled irregularly is ineligible for any benefits described in this Section.

Nothing in this Agreement shall be construed as a guarantee of any hours of work.

- 1.5 Employer Contribution Amount--Full-Time Employees. Effective January 7, 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 \$615 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.
- 1.5.1 Effective January 6, 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 \$630 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 \$1,225 per month, whichever is less.

ARTICLE 11. EMPLOYEE BENEFITS (continued)

- 1.5.2 Employer Contribution Amount: Married Couples. Effective January 1, 1999, full-time employees who are married to another District employee and who are covered under their spouse's health plan may waive the single or family contribution to health insurance and receive up to \$150 per month toward their spouse's family premium. The coordination of District contributions cannot exceed the full cost of family coverage and cannot be applied in cases where the spouse is receiving health insurance through the District's cafeteria benefits plan.
- 1.6 Employer Contribution Amount--Half-Time Employees. For each eligible employee covered by this Agreement who is employed half-time, the Employer agrees to contribute fifty percent (50%) of the amount contributed for full-time employees selecting employee coverage; or for each half-time employee who selects family insurance coverage, the Employer will contribute fifty percent (50%) of the amount contributed for full-time employees selecting family coverage in the same insurance plan. This does not apply to married couple provisions in 1.5.3 of this Section.
- 1.7 Life Insurance. The Employer agrees to provide each eligible employee \$50,000 of life insurance coverage. This amount shall drop to \$5,000 of coverage (in the event of early retirement) until the retiree reaches age 65, then all Employer coverage shall terminate.
- 1.8 Dental Insurance. Effective January 1, 2009, 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 single coverage.
- 1.9 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.
- 1.10 The contributions indicated in this Section 1. shall be paid to the Employer's group health and welfare plan.
- 1.11 Any cost of any premium for any Employer-offered employee or family insurance coverage in excess of the dollar amounts stated in this Section shall be paid by the employee through payroll deduction.
- 1.12 Summer Months Premium Payment. District-paid premium contributions described herein will be continued during the non-duty months of July and August each year, provided the employee qualified for such contributions' was actively employed through the preceding school year and returned to active duty at the beginning of the school year following summer coverage. District-paid premium contributions for employees who are laid off at the end of the school year shall continue during the months of July and August.

ARTICLE 11. EMPLOYEE BENEFITS (continued)

SECTION 2. Retirement Health Insurance

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

1.1 Employees hired into District service before July 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, or;
- C. The combination of their age and their years of service must equal eighty-five (85) or more, or;
- D. Must have completed at least thirty (30) years of service, or;
- E. Must have completed at least twenty (20) consecutive years of service within Independent School District No. 625 immediately preceding retirement.
- F. Employees hired into the District on or after January 1, 2014, are not eligible for District contribution toward health insurance upon 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 July 1, 1996, must have completed twenty (20) years of service with Independent School District No. 625. Time with the City of Saint Paul will not be counted toward this twenty (20)-year requirement.

1.3 Eligibility Requirements For All Retirees

- A. A retiree may not carry their 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 pre-age 65 or post-age 65 coverage.

ARTICLE 11. EMPLOYEE BENEFITS (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 July 1, 1996, who retired before age 65 and are receiving benefits per Subd. 2 above are eligible, upon reaching age 65, for Employer premium contributions for health insurance described in Subd. 4 of this Article.

3.2 Employees hired into the District before July 1, 1996, 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 July 1, 1980, must have completed at least sixteen (16) years of continuous employment with the District. For such employees or early retirees who have not completed at least sixteen (16) 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 July 1, 1980 and prior to July 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.

ARTICLE 11. EMPLOYEE BENEFITS (continued)

3.3 Employees hired on or after July 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 July 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 July 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 July 1, 1996

5.1 Employees hired after July 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. Part-time employees working half-time or more will be eligible for up to one half (50%) of the available District match.

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

5.2 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 July 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.

SECTION 3. Severance Pay

3.1 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.

3.2 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:

ARTICLE 11. EMPLOYEE BENEFITS (continued)

- 3.2.1 The employee must be eligible upon separation of service to receive pension benefits from Public Employee's Retirement Association of Minnesota (PERA) or other public employee pension program.
- 3.2.2 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.
- 3.3 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 3.2 above, they 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 \$13 for each hour of accrued, unused sick leave, up to 1,384 hours.
 - 3.3.1 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, they 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 \$10 pay for each hour of accrued, unused sick leave up to 1,750 hours.
 - 3.3.2 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, they 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 \$13 pay for each hour of accrued, unused sick leave up to 1,384 hours.
- 3.4 The maximum amount of severance pay that any employee may obtain through this 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation Pay is \$18,000.
- 3.5 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.

ARTICLE 12. PROBATION

SECTION 1. Probation

The probationary period shall be twelve (12) consecutive months from the date of appointment for positions in this bargaining unit. The probationary period for a Teaching Assistant Class I who moves to a Teaching Assistant Class II position shall be six (6) consecutive calendar months from the date of appointment excluding holidays, school breaks, and leaves of absence.

ARTICLE 12. PROBATION (continued)

Extended absences of any kind lasting one (1) month or more in duration shall not be credited when calculating time towards the completion of either the original or promotional probationary period.

If the employee's service is found unsatisfactory by the Employer during the period of original appointment probation, the probationary employee may be disciplined or have their employment terminated at the discretion of the Employer, and without recourse to the grievance procedure, prior to the end of the original probationary period.

If an employee's service in the new position is found unsatisfactory by the Employer during the period of probation, the probationary employee shall be reinstated, at the discretion of the Employer, and without recourse to the grievance procedure, to their former position or to a position to which they might have been transferred or assigned prior to the new position, prior to the end of the probationary period.

SECTION 2. Discipline, termination of employment or reinstatement to a different level position during or at the conclusion of the probationary periods stated in this Article is not grievable under the grievance procedures in Article 16, nor is it subject to other appeal.

ARTICLE 13. SENIORITY AND RECALL

SECTION 1. Definitions

- 1.1 "Seniority" shall mean a ranking based upon the total of continuous service as a teaching assistant within the Saint Paul Public Schools. Accumulation of seniority shall begin on the first day of regular service within a position covered by this Agreement and will continue each consecutive work year during which the teaching assistant is continuously employed. Seniority does not apply to any employee on probation or who is assigned to work less than three (3) hours per workday.
- 1.2 "Location" shall mean a site where one or more employees are employed by the District as teaching assistants
- 1.3 "Program" shall mean a collection of similar jobs with comparable qualifications and assigned duties. The Human Resource Department will list the recognized programs for purposes of this seniority article.
- 1.4 "Seniority Group" shall mean the designated and listed grouping of programs established by the District to identify similar programs for which seniority will be applicable District-wide across the programs in the Seniority Group.
- 1.5 "Layoff" shall mean an involuntary termination of employment with complete loss of compensation and benefits by the Employer whereby the total number of positions in either or both classes in a Seniority Group is reduced. Layoff may occur during or at the beginning of any work year. Reassignment to a different location is not a layoff.
- 1.6 "Demotion" as used in this Article shall mean a change of assignment following layoff which involves a change from a Class 2 to a Class 1 position.

ARTICLE 13. SENIORITY AND RECALL (continued)

- 1.7 “Comparable hours” shall mean an assignment within the same seniority group that is not more than five (5) hours per week greater than or less than the number of hours per week assigned prior to the layoff, and the new assignment does not result in a change from full contribution to partial contribution or from partial contribution to no contribution for the Employer portion of active employee health insurance premiums in Article 11.
- 1.8 If two teaching assistants have the same seniority date and one must be identified as most senior, a tiebreaker will be held. The tiebreaker will be held with the Union and District representatives present. The parties will use an agreed upon method to break the tie.
- 1.9 If there are additional hours available at a school, they shall be offered by seniority.
- 1.10 The District shall hire teaching assistants for teaching assistant positions before temporary employees, short term employees or educational assistants for summer school.

SECTION 2. Reductions. This procedure will be used in the event that:

- staff is reduced within a program, or
 - staff is reduced at a location, or
 - a program is closed, or
 - a location is closed, or
 - two or more programs are merged, or
 - two or more locations are merged.
- 2.1 Reductions. If it becomes necessary to reduce the employees, the reduction shall be made on the basis of inverse seniority order at a Location, providing the remaining employee(s) is(are) qualified to perform the tasks required. This applies to reduction both in hours and/or number of staff.
- 2.2 Mergers. In the event of a merger of two or more Programs (or Locations) the employees with the most seniority in the affected Programs (or Locations) shall be the ones retained in the merged Program (Location). The employees with the most seniority shall then have the right to the longer hours of assignment, within the jobs available at a Location, provided they have the qualifications/ability to perform the tasks required.
- 2.3 Program Closing. In the event of a Program closing without a merger, the employees shall have their seniority pooled with those employed in the Seniority Group. Employees reduced will be recalled to positions within that Seniority Group based on the provisions of Section 3, Recall.
- 2.4 Location Closing. In the event of a Location closing without a merger, but the Program exists in other Locations, the employees shall have their seniority pooled with those employed in the Program. The employees with the most seniority shall then have the right to longer hours of assignment within the jobs available in that Program, provided they have the qualifications to perform the tasks required.
- 2.5 Any employee with seniority rights who is reduced under the provisions of this Section 2 will be reinstated to another position with the same Seniority Group based on the provisions of Section 3, Recall.

ARTICLE 13. SENIORITY AND RECALL (continued)

SECTION 3. Recall Rights. Any employee for whom there is no remaining position due to layoff, or the process of reduction, merger or closing, shall be declared laid off and shall hold recall rights for twenty-four (24) months from the effective date of the layoff. Teaching Assistants shall have the right to bump by seniority.

3.1 An employee that has been officially laid off may bump the least senior employee in a comparable position within their seniority group at their level, provided the employee is qualified and provided no vacancy exists in any seniority group at the employee's current level for which the employee is qualified. Employees who received premium pay and then move to a vacancy in another seniority group where premium pay is not available will no longer be eligible for the premium pay. The Human Resources Department will determine whether or not the employee is qualified to bump or fill a vacancy.

An employee may elect not to bump the least senior employee and to go on layoff and retain recall rights for up to twenty-four (24) months as described in the above section. If this option is elected, the right to bump into a position is waived and cannot be restored.

3.2 An employee on layoff who has been offered and has accepted the offer for an assignment of comparable hours within the Seniority Group assigned prior to layoff shall be considered recalled.

3.2.1 An employee on layoff who has been offered and has refused the offer for an assignment of comparable hours within the Seniority Group assigned prior to layoff forfeits any and all further rights to recall.

3.2.2 An employee on layoff who has been offered and has refused the offer of an assignment beyond the requirements of 3.1 above that is not of Comparable Hours, not in the same Seniority Group, or would result in a demotion will not forfeit further rights to recall.

3.2.3 An employee on layoff who has been offered and has accepted the offer of an assignment beyond the requirements of 3.1 above that is not of Comparable Hours or not in the same Seniority Group shall be considered recalled.

3.3 Every employee is obligated to provide the Human Resource Department and the building principal in the school where they were last assigned, notice on the form provided by the District, of their intent to be "available for work," and to provide address and telephone information so that they can be reached for possible assignment in the coming school year. Failure of the employee to provide this information will relieve the District of any obligation to contact the employee for return to employment and will be deemed a resignation.

3.4 Any referrals or offers of employment assignment to an employee on layoff, which are beyond or other than the requirements of 3.1 above are made at the sole discretion of the District, and shall not be subject to grievance. An employee on layoff who accepts an assignment as specified in 3.2 or 3.2.3 above during the recall period, is considered recalled, and has no further rights of recall to other assignments. The employment relationship will be terminated for persons not recalled during the twenty four (24)-month recall period.

ARTICLE 13. SENIORITY AND RECALL (continued)

3.5 Teaching assistants working in a Title I school or program must be deemed "highly qualified" by the end of the 2005-2006 school year. Employees working in Title 1 funded schools or programs who are not "highly qualified" by this date will be laid off and reassigned to non-Title I vacancies. There are no seniority bumping rights.

SECTION 4. Position Reduction, Class II--Teaching Assistant

An employee, whose Class 2 assignment is discontinued, may displace the least senior employee applying the following procedures:

- A. Least senior employee in a Class 2 position of the same seniority group in the same home location.
- B. District wide recall rights to other Class 2 positions of the same seniority group as described in section 3 of this article.
- C. If no Class 2 vacant position is available, the Class 2 employee may displace the least senior Class 1 employee provided the Class 2 employees' seniority is greater than the least senior Class 1 employee and in a position in their location they were at when assignment was discontinued. The employee will retain normal recall rights to Class 2 vacant positions while in the Class 1 assignment.

An employee shall not be placed in a position for which they are not trained or, in the judgment of District Administration, is not qualified and able to perform the duties.

If no "bump" position is available in the same Seniority Group in either class in that location, and no appropriate vacancy is available in that location, the employee will be considered laid-off and rights described in this Article 13, Sections 1 through 3 of this Article, shall apply.

SECTION 5. Displacement as a Result of Inability to Perform Duties
(Effective April 1, 1989)

Numerous teaching assistant assignments, particularly in the Special Education division of the School District, require physical and communications skills and functions in the regular daily performance of duties. Examples include, but are not limited to:

- implementing procedures for loading/unloading of a school bus (includes ability to carry out emergency procedures);
- bodily cares of a physically disabled student (including lifting, feeding, toileting);
- use of behavioral management techniques which may include physical restraint of a student;
- ability to perform CPR techniques if necessary;
- interpreting non-oral communications (Braille, Bliss, Sign Language).

The District's obligations for the welfare and safety of students and staff require that these skills and abilities be maintained at an acceptable standard of performance. If an employee is found to be unable to perform the duties of the position (for example, is unable to lift, feed, or toilet the physically disabled students whose care is regularly assigned to the employee, or becomes unable to use the non-oral communications language), the employee will be removed from that assignment. If another assignment is available and vacant, for which the employee is qualified in the judgment of the District, the employee will be reassigned; continuation of the same hours of work or pay rate, or the same location, is not assured. If no position is available and vacant which involves duties the employee is qualified and able to perform, then that employee will be placed on the recall list as defined in Section 3 of this Article, in seniority order, and granted the same rights described therein for employees who are laid off.

The provisions of Article 10, Section 1 (Medical Leave) will be invoked by the District when found appropriate.

ARTICLE 13. SENIORITY AND RECALL (continued)

SECTION 6. Reinstatement of Seniority.

Any person who has voluntarily and in good standing left employment with the District as a teaching assistant or has promoted within the District may, upon re-employment as a teaching assistant, have their seniority reinstated if re-employment occurs within twenty-four (24) calendar months of the date of resignation or promotion.

The decision to re-employ under these provisions any employee who has left employment with the District or promoted shall be solely at the discretion of the District. There is no obligation on the part of the District to place a re-employed employee in any particular job, facility or assignment.

When an employee is re-employed, and meets all of the above conditions, the wage level and previous lane placement appropriate to the restored seniority shall apply. The employee will not serve a new probationary period, unless the position is in a new seniority group or is a promotion. There will be no reinstatement of unused sick leave or other benefits earned prior to the resignation.

ARTICLE 14. LAYOFF OR RESIGNATION NOTICE

14.1 Whenever possible, the Employer shall give the employee notice at least two (2) weeks in advance of layoff during the school year.

14.2 In the case of a voluntary resignation, the employee shall give the Employer notice of at least two (2) weeks prior to the last day of work.

ARTICLE 15. DISCIPLINE AND DISCHARGE

SECTION 1. The Employer shall have the right to impose disciplinary actions on employees for just cause.

SECTION 2. Disciplinary actions by the Employer shall include the following actions and will normally take the course of 1 - 2 - 3 - 4 - 5 except in cases of a serious magnitude such as theft, drinking on duty, use of a controlled substance while on duty or other reasons of a similar serious magnitude:

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

SECTION 3. Employees who are given a written reprimand, suspended, demoted or discharged shall have the right to request that such actions be reviewed through the recourse of the grievance procedure.

SECTION 4. Preliminary Review. Prior to issuing a disciplinary action of unpaid suspension, demotion or discharge, the supervisor will make a recommendation to their 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 their 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.

ARTICLE 16. GRIEVANCE PROCEDURE

SECTION 1. This grievance procedure is established to resolve any specific dispute between the employee and the School District concerning, and limited to, the interpretation or application of the provisions of this Agreement.

SECTION 2. An employee presenting a grievance may elect to be represented by an appropriate Union Representative. At Step 1 or Step 2 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 any Step 2 grievance.

SECTION 3. It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a Union Representative shall be allowed a reasonable amount of time without loss of pay when a grievance is investigated and presented to the Employer during normal working hours, provided that the employee and the Union Representative have notified and received the approval of the Human Resource Department, and provided that such absence is reasonable and would not be detrimental to the work programs of the Employer. It is understood that the Employer shall not use the above limitation to hamper the processing of grievances.

SECTION 4. A grievance shall be reviewed in the following manner:

Step 1. Any employee claiming a specific disagreement concerning the interpretation or application of the provisions of this Agreement shall, within twenty (20) working days of its first occurrence or within ten (10) working days of the time the employee reasonably should have knowledge of the occurrence, whichever is later, discuss the complaint orally with the employee's immediate supervisor (or representative designated by the Director of Human Resources). The immediate supervisor (or representative designated as noted) shall attempt to resolve the matter at that time.

Step 2. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 by the employee within ten (10) working days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the employee within ten (10) working days shall be considered waived.

If appealed, the written grievance shall be presented by the employee and the Union and discussed with the Director of Human Resources (or representative designated by the Director of Human Resources) within ten (10) working days of receipt of appeal. The Director of Human Resources shall give the Union the Employer's Step 2 answer in writing within ten (10) working days following the presentation. Any grievance not appealed in writing to Step 3 by the employee and the Union within ten (10) working days after receipt of the Employer's reply shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by 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 his 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 Step 3 may be appealed in writing to Step 4 by the Union within ten (10) working days following the Employer-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) working days shall be considered waived.

ARTICLE 16. GRIEVANCE PROCEDURE (continued)

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 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 Bureau of Mediation Services, provided the request is made by the Union to the Bureau of Mediation Services within the stated ten (10) working days after the Step 3 response.

SECTION 5. The arbitrator shall have no right to amend, modify, nullify, or ignore 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 not authority to make decisions on any other issue not so submitted.

The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing, 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 express terms of this Agreement and the facts of the grievance presented.

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. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

SECTION 6. If a grievance is not presented within the time limits set forth above, 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.

If the Employer does not answer a grievance or an appeal thereof within the specified time limit, 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.

SECTION 7. 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.

ARTICLE 17. WAGES

SECTION 1. Wage Scale. The wage scale shall be as indicated in Appendix B attached. Conditions governing step-to-step advancement are described in this Article

SECTION 2. Movement on Pay Schedule. After initial placement on the pay schedule by the District at the time of hire, an employee may not be advanced more than one (1) step for any year. In order to be advanced one (1) step on the pay schedule, an employee must the following eligibility requirements:

ARTICLE 17. WAGES (continued)

- An employee must have been actively employed by the District as a teaching assistant for not less than five hundred (500) hours in the preceding school year. Unpaid leave time shall not be included in the calculation of days worked;
- Not on an improvement plan, or;
- If an employee is on an improvement plan, the employee is designated as on track with the requirements of the plan.

For employees eligible for step advancement, the advancement will be effective on July 1. Advancement eligibility shall be based on time worked and paid in the previous school year. For eligible employees who return after that date, the advancement will be effective at the beginning of the pay-period when they return to duty.

SECTION 3. Advancement to In-Service Lanes on Salary Schedule.

3.1 Eligibility. All in-service hours and/or eligible coursework must be taken after an employee begins employment with the District, except as stated in Article 13, Section 6. Credit for eligible in-service hours and/or coursework shall qualify a teaching assistant to move beyond the base lane. The in-service increments and amounts are set forth in Appendix B.

3.1.1 Only in-service and coursework taken on unpaid time and for which the District has not paid the tuition or fees can be eligible for in-service lane change. All in-service/workshops must be relevant to the assignment and/or the field of education.

3.2 Effective Dates of Lane Changes. Movement to a higher lane will be effective the pay period following submission of verification of completion of in-service hours and/or eligible coursework. Every effort will be made to implement a lane change within two pay periods following submission of verification materials.

3.3 In-service Not Requiring Pre-Approval. The following in-service does not require pre-approval by the Human Resource Department, provided it is taken in accordance with 3.1.1. of this Section.

3.3.1 In-service required for a teaching assistant to perform bus duty that is offered by the District shall qualify for in-service lane change, provided the required training is completed and certificate is awarded.

3.3.2 Training offered to a teaching assistant that is required by the program or site where the teaching assistant performs regular duties shall not require pre-approval.

ARTICLE 17. WAGES (continued)

3.4 Eligible In-service Hours and College Coursework

3.4.1 College Coursework.

- A. Undergraduate or graduate college coursework must be earned at an accredited institution to be eligible for in-service lane advancement. The publication "Accredited Institutions of Post Secondary Education: Programs and Candidates" published by The American Council on Education is the authority listing of accredited institutions.
- B. The Human Resource Department must preapprove college coursework prior to the start of the course in order for the credits to be eligible toward in-service lane advancement. Pre-approval forms are available from the Human Resource Department.
- C. The following "official" materials are required for in-service lane change: 1) official transcripts; 2) original grade reports; 3) original certificates of eligible in-service credits 4) electronic copies of transcripts or grade reports accessed from the granting institution.

3.4.2 In-service/Workshop Courses.

- A. Pre-approval is not required for in-service/ workshop courses offered from Saint Paul Public Schools as long as it is taken in accordance with 3.1.1 of this section. Pre-approval is required for in-service/workshops offered from outside of Saint Paul Public Schools prior to the start of the in-service/workshop. A specific form is available for such pre-approval on the Human Resource Department's website.
- B. Upon completion of an approved in-service/workshop, the employee will must send verification of completion to the Human Resource Department in order for the units to apply toward in-service lane change. A PDEExpress transcript is accepted for any in-service/workshops taken from Saint Paul Public Schools.

SECTION 4. Special Education School Bus Duty. It is understood that bus duty is considered one of the duties and responsibilities of teaching assistants and this duty may be assigned to the employee's work schedule at the discretion of the District. Bus routes shall be assigned in seniority order at each location unless the District identifies specific bussing needs of a student.

4.1 Training Requirements

4.1.1 Teaching assistants assigned to bus duty must complete the following training within 30 days of being assigned to ride the bus:

- 1) Basic first aid
- 2) CPR
- 3) Bus safety policies and procedures

This required training will be offered by the district. Employees who have taken this training from the American Red Cross are required to show evidence of completion. The Transportation Department will provide a form that must be completed by the organization that provided training.

Teaching assistants are required to take training that is necessary to maintain first aid and CPR certification. Such training must be completed within 30 days of expiration of certification. Employees who complete training through the District shall be offered either base hourly pay for the training or credit for the time spent in training.

ARTICLE 17. WAGES (continued)

- 4.1.2 The Transportation Department may allow for more than 30 days to complete training in some circumstances, depending upon the employee's situation and availability of training opportunities.
- 4.1.3 Teaching assistants who are probationary and who fail to take training within 30 days of riding the bus, unless the timeline is extended, will be terminated.
- 4.1.4 Nonprobationary teaching assistants who fail to take training within 30 days of riding the bus or within 30 days of expiration of certification, unless this timeline is extended by the Transportation Department, will be removed from their teaching assistant position and placed on the placement list. Placement will be made as soon as the teaching assistant has completed training and a vacancy exists.

4.2 Bus Duty Premium Pay

- 4.2.1 Teaching assistants assigned to bus duty will be eligible for bus duty premium pay upon completion of required training as stated in 4.1 above.
- 4.2.2 Premium pay for bus duty will be \$3.25 per hour above an employee's regular hourly rate of pay for those hours engaged in school bus duty. Such time shall be accounted and tallied in quarter (1/4)-hour increments.
- 4.2.3 **Should an employee be required to travel outside St. Paul Public School boundaries as part of their bus duty, an employee can request that transportation find a pickup location for the TA within district boundaries. This pickup location is at the sole discretion of the District. The employee's start time does not start until the bus arrives to the regularly assigned bus route location for student pickup.**

SECTION 5. Training Premium Pay

Employees who work in Federal Setting **III programs & IV buildings** shall be paid a premium of \$1.00 per hour above their regular hourly rate of pay for all hours worked.

This premium shall be factored into the base wage for employees who work thirty (30) or more hours per week for purposes of overtime and promotional calculation. Employees are required to attend up to four (4) hours of training before or after the workday in order to continue their eligibility for the increased pay rate. Training will be offered at the discretion of the school district.

SECTION 6. 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 their bi-weekly compensation may result in lost compensation.

- 6.1 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, 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.
- 6.6 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 their biweekly compensation.

ARTICLE 18. TEACHING ASSISTANT CLASSIFICATION

SECTION 1. Classes

Teaching assistants are employed in two classifications which are:

Class I Teaching Assistant

Class II Teaching Assistant

SECTION 2. Description of Function Types

Class I Teaching Assistant: Identifies employees who perform several distinct and specific types of functions. They include:

- Instructional (Examples: Title I, ILDA, AOM)
- K-12 general, office and staff assistance
- Community Education (Example: Discovery Club, ECFE)
- Bus Duty, if required.

Class II Teaching Assistants: Identifies employees who are regularly assigned to perform Special Education functions on a daily basis and bus duty, if required.

Satisfactory completion of any required training program must be completed when such training is scheduled and available.

SECTION 3. Compensation

3.1 Regular hourly pay rates for each classification are stated in Appendix B, Wages.

3.2 Special Assignments: Employees required to work on days in which schools are not in session to attend workshops, serve on committees, or for other educational purposes, shall be paid at the normal schedule rate for the hours worked. Employees, who are not required to work, but for whom the Principal or supervisor has requested and/or pre-approved attendance with pay for optional workshops or service on committees for other educational purposes, on days in which schools are not in session, shall be paid at the current Step 1, Base-rate of pay per hour worked. For certain pre-approved events, the employee has the option of receiving pay or in-service training credit, as described in Article 17, Section 3. The Board of Education at its discretion may establish a higher rate in special circumstances.

3.3 Workshops: Employees in the Teaching Assistant program required by the School District to attend workshops shall be reimbursed for the tuition of the workshop and the normal hourly rate for the time spent in the workshop.

3.4 Short-Term Temporary Employment. Any employment, either full-time or part-time, which is for a period of less than six (6) full calendar months in length, shall be considered short-term temporary employment. Such employment shall provide only the minimum entry salary and legally required pension contributions. No other benefits provided in this Agreement shall apply for such short-term employment. The short-term employment shall terminate on the date specified to the employee. Retirees who return as a sub or a regular Teaching Assistant after 2 (two) months of being away from the District, shall be paid at the same rate that they had when they left the District including the same step and lane.

ARTICLE 18. TEACHING ASSISTANT CLASSIFICATION (continued)

Short-term employment shall be used for:

- the purpose of replacing an employee on leave, or other temporary absence, or
- filling a position until the end of a school year, or
- temporary positions whose duration is not in excess of six (6) calendar months in length, or
- filling a position vacated less than six (6) calendar months prior to the close of school, when no employee on layoff is both qualified and available to fill the position.

Exceptions to this rule may be made by the School District, at its sole discretion, so as to permit particular regular employment for less than six (6) months in those instances in which the District makes such an exception.

ARTICLE 19. LABOR MANAGEMENT COMMITTEE

The Superintendent will designate one Superintendent Leadership member to attend all LMC meetings. In addition to LMC attendance, this designee will provide initial assessment of reoccurring or ongoing situations within buildings.

The parties have agreed to meet in a LMC after ratification of the contract to discuss the following specific items with a one (1) year time limit:

This forum does not replace negotiations of contractual issues.

Issues that the parties agree to discuss include, but are not limited to:

- The two (2)TA classifications and are they relevant, if not possible redesign
- Training Premium pay
- Seniority groups
- Worker's Compensation

ARTICLE 20. SEVERABILITY CLAUSE

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

ARTICLE 21. DURATION OF AGREEMENT

This Agreement shall be in full force and effect from July 1, 2019 through June 30, 2021, except as specifically noted otherwise herein, and shall automatically be continued from year to year thereafter unless a new Agreement is developed in accordance with the provisions of the PELRA of 1971 as amended.

Intent to negotiate a new Agreement shall be indicated by either party providing written notice thereof at least ninety (90) days prior to the termination date set forth herein.

AGREEMENT

This Agreement is by and between Independent School District No. 625 and Minnesota Teamsters Public and Law Enforcement Employees Union Local No. 320, on behalf of teaching assistants.

In full settlement of **2019-2021** negotiations between the herein parties, the parties have arrived at this Agreement, which is attached hereto and made a part hereof.

It is understood that this settlement shall be subject to approval and adoption by the Board of Education of Independent School District No. 625 as well as ratification by the Union.

INDEPENDENT SCHOOL DISTRICT
NO. 625

MINNESOTA TEAMSTERS PUBLIC AND
LAW ENFORCEMENT EMPLOYEES
UNION, LOCAL NO. 320

Chair, Board of Education

Business Agent

Assistant Director of Employee/ Labor
Relations

Date

Negotiations/Employee Relations
Assistant Manager

Date

APPENDIX A

SECTION 1. SICK LEAVE FORMULA

1.1 Formula. Formula is .061111 times each hour of employment, rounded to nearest hour.

- 1) An employee who works three (3) hours per day for 180 days works 540 hours total.
(540 x .061111) = 33 hours of sick leave--equivalent to 11 days of 3 hours each.)
- 2) An employee who works four (4) hours per day for 180 days works 720 hours total.
(720 x .061111) = 44 hours of sick leave--equivalent to 11 days of 4 hours each.)
- 3) An employee who works five (5) hours per day for 180 days works 900 hours total.
(900 x .061111) = 55 hours of sick leave--equivalent to 11 days of 5 hours each.)
- 4) An employee who works six (6) hours per day for 180 days works 1,080 hours total.
(1,080 x .061111) = 66 hours of sick leave--equivalent to 11 days of 6 hours each.)

SECTION 2. GENERAL PROVISIONS

If, at the end of the school year, an employee has earned hours which remain unused, they shall become part of the accumulated total.

No sick leave time shall be "credited" to any employee prior to the earning of such sick leave time.

APPENDIX B

APPENDIX B (continued)

Effective July 6, 2019
Class 1 – Teaching Assistant

Class 1		BASE LANE 1	IN-SERVICE +40 HRS LANE 2	IN-SERVICE +80 HRS LANE 3	IN-SERVICE +120 HRS LANE 4	IN-SERVICE +175 HRS LANE 5
	STEP					
Step each year on 9/1 if at least 500 hours in previous year.	1	\$15.00			\$15.00	\$15.00
	2					
	3	\$15.19	\$15.27	\$15.27	\$15.36	\$16.36
	4	\$15.23	\$16.16	\$16.50	\$16.67	\$17.77
	5	\$15.28	\$18.56	\$19.25	\$19.45	\$20.53

Effective July 6, 2019
Class 2 – Teaching Assistant

Class 2		BASE LANE 1	IN-SERVICE +40 HRS LANE 2	IN-SERVICE +80 HRS LANE 3	IN-SERVICE +120 HRS LANE 4	IN-SERVICE +175 HRS LANE 5
	STEP					
Step each year on 9/1 if at least 500 hours in previous year.	1	\$15.08				\$15.08
	2					
	3	\$15.19	\$15.69	\$15.99	\$16.16	\$17.24
	4	\$15.23	\$17.50	\$17.96	\$18.03	\$19.11
	5	\$15.30	\$19.97	\$20.66	\$20.86	\$21.96

**Effective November 7, 2020
Class 1 – Teaching Assistant**

Class 1		BASE LANE 1	IN-SERVICE +40 HRS LANE 2	IN-SERVICE +80 HRS LANE 3	IN-SERVICE +120 HRS LANE 4	IN-SERVICE +175 HRS LANE 5
	STEP					
Step each year on 9/1 if at least 500 hours in previous year.	1	\$15.30				\$15.30
	2					
	3	\$15.49	\$15.49	\$15.49	\$15.59	\$16.69
	4	\$15.53	\$16.48	\$16.83	\$17.03	\$18.13
	5	\$15.59	\$18.93	\$19.64	\$19.84	\$20.94

**Effective November 7, 2020
Class 2 – Teaching Assistant**

Class 2		BASE LANE 1	IN-SERVICE +40 HRS LANE 2	IN-SERVICE +80 HRS LANE 3	IN-SERVICE +120 HRS LANE 4	IN-SERVICE +175 HRS LANE 5
	STEP					
Step each year on 9/1 if at least 500 hours in previous year.	1	\$15.38				\$15.38
	2					
	3	\$15.49	\$16.00	\$16.31	\$16.48	\$17.58
	4	\$15.53	\$17.85	\$18.22	\$18.39	\$19.49
	5	\$15.61	\$20.37	\$21.07	\$21.28	\$22.40

Longevity Pay. Effective July 7, 2018, employees at the beginning of their ten (10) years of service with the Employer shall receive an additional \$0.15 per hour above the normal rate of pay.

Employees at the beginning of their fifteen (15) years of service with the Employer shall receive an additional \$0.35 per hour above the normal rate of pay.

Employees at the beginning of their twenty (20) years of service with the Employer as of July 1 each year shall receive an additional \$0.50 per hour above the normal hourly rate of pay.

Effective July 2, 2020, employees at the beginning of their ten (10) years of service with the Employer shall receive an additional \$0.30 per hour above the normal rate of pay.

Employees at the beginning of their fifteen (15) years of service with the Employer shall receive an additional \$0.70 per hour above the normal rate of pay.

Employees at the beginning of their twenty (20) years of service with the Employer as of July 1 each year shall receive an additional \$1.00 per hour above the normal hourly rate of pay.

ADDITIONAL INFORMATION

(Not a Part of the Agreement)

MEMORANDUM OF AGREEMENT

Teaching Assistant 2 Seniority Groups
Restorative Practice

Professional Development Training
Notification of Violent Behavior
School Related Injury

STATEMENT OF INTENT

Improvement Plans
Teaching Assistant's Responsibilities

MEMORANDUM OF AGREEMENT

Teaching Assistant 2 Seniority Groups

This Memorandum of Agreement is by and between Independent School District No. 625 ("District"), Employer, and Minnesota Teamsters Public and Law Enforcement Employees Union Local No. 320, representing teaching assistants. The purpose of this agreement is to collapse special education seniority groups for teaching assistants. All other issues regarding seniority are covered in the labor agreement between the parties.

Pertinent Facts of Current Seniority System:

- The current seniority groups for teaching assistant 2's define positions very narrowly. When a position is eliminated, a more senior person can be displaced.
- Teaching Assistant 2's are typically qualified to work with a broad range of special education student needs.

The Parties Agree to the Following

The seniority groupings for teaching assistant 2 positions will be collapsed as follows:

<u>Current Seniority Group</u>		<u>New Seniority Group</u>
Autism Elementary and Secondary Mod-Severe DCD Elementary and Secondary Bridge View PAS/PSD Secondary Program Physical Impaired Elementary and Secondary Learning Centers Elementary (EBD) Federal Setting 3 and 4 Programs Secondary (EBD)	}	EBD/Autism Programs Bridgeview
Behavior Management Elementary and Secondary (EBD) Resource Rooms Elementary and Secondary (EBD) Mild DCD Elementary and Secondary Learning Disabilities Federal Setting 3 Elementary and Secondary		Inclusion Programs
Deaf/Hard of Hearing Program (D/HH)	}	Deaf/Hard of Hearing Program
Early Childhood Special Education (ECSE)	}	Early Childhood Special Education
Vision Program	}	Vision Program

Effect of Change and Duration of Agreement

This revised seniority group system shall be effective upon ratification of this agreement by both parties. This Memorandum shall be effective through June 30, 2019, and shall expire on that date without further obligation for continuation on either of the parties.

INDEPENDENT SCHOOL DISTRICT
NO. 625

MINNESOTA TEAMSTERS PUBLIC AND
LAW ENFORCEMENT EMPLOYEES
UNION, LOCAL NO. 320

Chair, Board of Education

Business Agent

Assistant Director of Employee/ Labor
Relations

Date

Negotiations/Employee Relations
Assistant Manager

Date

MEMORANDUM OF AGREEMENT

Development and Support for Restorative Practice in Schools

The District and the Teamsters Local 320 share the value of restorative culture in our schools and believe that transformational shifts to include multiple perspectives and cultural means to restore relationships and community holds significant promise as a means to achieving safe, culturally respectful, equitable and just places. The parties further believe that:

1. Restorative practice allows people to build and nurture relationships through participatory learning and decision-making, to foster healthy social and cultural norms and behavioral boundaries.
2. School communities are happier, more cooperative, productive, and likely to experience positive changes in behavior when members of that community work together to problem solve and have a voice in those decisions. A restorative culture promotes multiple perspectives by allowing parents, students, and educators to view themselves as and to act as leaders in creating the school environment they wish to see. Problems related to discipline and safety in our schools can only be solved when all involved share responsibility and are prepared to work together.

Therefore, the parties have agreed to a process for establishing Restorative Practice Schools. Teaching Assistants will be involved in the process of establishing restorative practice schools in all possible ways including:

1. Involvement in the creation of the site based plan and voting on the approval of the plan.
2. Participation in all restorative practice professional development, including staff meeting time used for this purpose for those schools designated as restorative practice schools.

INDEPENDENT SCHOOL DISTRICT
NO. 625

MINNESOTA TEAMSTERS PUBLIC AND
LAW ENFORCEMENT EMPLOYEES
UNION, LOCAL NO. 320

Chair, Board of Education

Business Agent

Assistant Director of Employee/ Labor
Relations

Date

Negotiations/Employee Relations
Assistant Manager

Date

MEMORANDUM OF AGREEMENT

Notification of Violent Student Behavior

Teamsters Local 320 and Saint Paul Public Schools (Teaching Assistants) agree to the following with regard to Teamsters Local 320 (Teaching Assistants) Notification of Violent Student Behavior:

Whereas, The parties have entered into a Collective bargaining agreement effective 7/1/2019;

NOW, THEREFORE, the parties agree to the following when it comes Notification of Violent Student Behavior for teaching assistants:

Saint Paul Public Schools will comply with MN Statute §121A.64.

**INDEPENDENT SCHOOL DISTRICT
NO. 625**

**MINNESOTA TEAMSTERS PUBLIC AND
LAW ENFORCEMENT EMPLOYEES
UNION, LOCAL NO. 320**

Chair, Board of Education

Business Agent

Assistant Director of Employee/ Labor
Relations

Date

Negotiations/Employee Relations
Assistant Manager

Date

MEMORANDUM OF AGREEMENT

Professional Development Training

Teamsters Local 320 and Saint Paul Public Schools (Teaching Assistants) agree to the following with regard to Teamsters Local 320 (Teaching Assistants) Professional Development Training:

Whereas, The parties have entered into a Collective bargaining agreement effective 7/1/2019;

NOW, THEREFORE, the parties agree to the following when it comes to Professional Development Training for teaching assistants:

1. To encourage Teaching Assistants to seek professional development opportunities, Teaching Assistants shall be given the opportunity to attend a minimum of one (1) professional development day as duty days. The professional development day shall be a part of their work year.
2. On days where there is no school due to teacher professional development days, Teaching Assistants shall be allowed to attend professional development training to earn the training class hours as “clock hours” towards a lane change. If buildings or departments have a specialized funding stream to support hourly wage payment, Teaching Assistants can choose to earn either their hourly rate of pay for all hours attending a training class or Teaching Assistants may choose to earn the training class hours as “clock hours” towards a lane change.
3. This MOU will expire June 1, 2021.

**INDEPENDENT SCHOOL DISTRICT
NO. 625**

**MINNESOTA TEAMSTERS PUBLIC AND
LAW ENFORCEMENT EMPLOYEES
UNION, LOCAL NO. 320**

Chair, Board of Education

Business Agent

Assistant Director of Employee/ Labor
Relations

Date

Negotiations/Employee Relations
Assistant Manager

Date

MEMORANDUM OF AGREEMENT

School Related Injury

This Memorandum of Agreement is entered into between the Saint Paul Public Schools (hereafter "Employer") and Minnesota Teamsters Public and Law Enforcement Employees; Union, Local 320 (hereafter "Union").

WHEREAS, the Employer and the Union are parties to a Labor Agreement covering employees in the positions of Teaching Assistant are in agreement:

NOW, THEREFORE, the parties agree as follows:

Any bargaining unit member who must be absent from his or her duties due to physical disability resulting from a physical assault by a student while on duty and engaged in school related activities, on or off school premises, before, during or after school hours will be paid his or her full scheduled compensation for a maximum period of 5 days. These days shall not be deducted from the employee's sick leave nor does the employee need to have accrued sick leave to utilize the 5 days. The period of such absence shall be defined in this provision as "assault leave".

Assault leave benefits shall not be paid if workers compensation benefits are paid to the employee. If eligible for workers compensation payment due to an assault, the compensation to the employee shall be governed by the rules and guidelines of the workers compensation program.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on this day of December, 2018.

**INDEPENDENT SCHOOL DISTRICT
NO. 625**

**MINNESOTA TEAMSTERS PUBLIC AND
LAW ENFORCEMENT EMPLOYEES
UNION, LOCAL NO. 320**

Chair, Board of Education

Business Agent

Assistant Director of Employee/ Labor
Relations

Date

Negotiations/Employee Relations
Assistant Manager

Date

STATEMENT OF INTENT

Improvement Plans

The Union and District jointly affirm that individual improvement plans are an appropriate method through which to identify job-related areas of concern for teaching assistants and a way to provide help for area(s) in which a teaching assistant needs improvement. The new eligibility requirement for step advancement provides an opportunity for the District and Union to articulate the process used for improvement plans.

Placement on an Improvement Plan

These are the steps that will occur when an improvement plan is deemed necessary:

- Step 1:** Teaching assistants who are identified as needing assistance will be notified by their principal/program administrator/immediate supervisor that they are being considered for placement on an improvement plan. This notification will provide the principal/program administrator/immediate supervisor and teaching assistant an informal opportunity to discuss performance issues so corrections may be made on an informal basis.
- Step 2:** If, at a later date, an improvement plan is necessary, the principal/program administrator/immediate supervisor will provide the teaching assistant written notification of the time and date of a meeting to discuss and develop the components of an improvement plan. The written notification will contain the following statement: "You may have your union representative present at this meeting. It is your responsibility to contact your representative at 612-378-8700 to arrange for their presence."

"On Track"

A teaching assistant must be "on track" with their improvement plan as of June 1 or risk losing a step advancement. The principal/program administrator/immediate supervisor must also be "on track" in providing support and monitoring the improvement plan. "On track" means following the actions and adhering to the timelines outlined in the improvement plan. A teaching assistant who is not on track by the end of the school year will not receive a step advancement. If the principal/program administrator/immediate supervisor is not on track, a step increment cannot be withheld. If the teaching assistant is on track or has completed the improvement plan by the end of the school year, they will receive the step retroactively to the beginning of the school year.

Placement on an improvement plan is not grievable; however, a teaching assistant may appeal the components or timelines of an improvement plan to their assistant superintendent. If a step advancement is withheld beyond twelve (12) months, the employee may utilize the grievance procedure to seek reinstatement of the step.

STATEMENT OF INTENT

Teaching Assistant Responsibility

The daily responsibilities of a Teaching Assistant are to provide services to students, staff, parents and administrators as outlined in the Teaching Assistant job description. These services further the academic progress of students, the understanding by parents of the school district and their students' progress and achievements, supports staff as directed by Teachers and Administrators, and work towards the fulfillment of the District's strategic plan, SPPS Achieves. The District and union agree that Teaching Assistants work under the direction of a regular or Special Education Teacher or related services provider and are not intended to be the instructional designer or the sole implementer of an educational lesson.

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