

2024 - 2026

LABOR AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT NO. 625

and

CITY OF SAINT PAUL

MANUAL AND MAINTENANCE

SUPERVISORS' ASSOCIATION

Representing

FACILITY & NUTRITION SERVICES SUPERVISORS

January 1, 2024 through June 30, 2026





SAINT PAUL PUBLIC SCHOOLS
Independent School District No. 625

Board of Education

Halla Henderson	Chair
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ARTICLE 1. PURPOSE OF AGREEMENT

- 1.1 This Agreement is entered into between Independent School District No. 625, hereinafter called the Employer, and the City of Saint Paul Manual and Maintenance Supervisors' Association, hereinafter called the Association.
 - 1.1.1 Assure sound and mutually beneficial working and economic relationships between the parties hereto;
 - 1.1.2 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
 - 1.1.3 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.
- 1.2 The Employer and the Association through this Agreement shall continue their dedication to the highest quality public service to the public served by the School District. Both parties recognize this Agreement as a pledge of this dedication.

ARTICLE 2. RECOGNITION

- 2.1 The Employer recognizes the Association as the exclusive representative, under the Public Employment Labor Relations Act of 1971 (PELRA) as amended, for all personnel in the following bargaining unit:

All facility and nutrition services supervisors in the titles contained in this Agreement and any new manual and maintenance supervisor titles created during the term of this Agreement by Independent School District No. 625 as defined by PELRA.
- 2.2 In the event the Employer and the Association are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services (BMS) for determination. It is understood that this provision shall refer to the BMS only such issues as it has jurisdiction over by law.
- 2.3 The Employer shall not enter into any agreements covering terms and conditions of employment with the employees of the bargaining unit under the jurisdiction of this Agreement either individually or collectively which in any way conflicts with the terms and conditions of this Agreement, except through the certified representative.
- 2.4 The parties agree that all titles covered by this agreement are unclassified titles and not covered by City of Saint Paul Civil Service Rules.
- 2.5 Neither the Association nor the Employer shall discriminate against any employee because of Association membership or nonmembership, or because of his race, color, sex, religion, national origin or political opinion or affiliations.

ARTICLE 3. EMPLOYER RIGHTS

- 3.1 The Employer retains the sole right to operate and manage all manpower, facilities, and equipment in accordance with applicable laws and regulations of appropriate authorities.
- 3.2 Any terms and conditions of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate.
- 3.3 The exercise by the Employer of, or its waiver of or its failure to exercise its full right of management or decision on any matter or occasion, shall not be a precedent or be binding on the Employer nor the subject or basis of any grievance not admissible in any arbitration proceeding. The Employer's right of management shall not be amended or limited by any claimed or unwritten custom, past practice or informal agreement nor by any claim the Employer has claimed or condoned or tolerated any practice or any act or acts of any employees.
- 3.4 A public Employer is not required to meet and negotiate on matters of inherent managerial policy which include, but are not limited to, such areas of discretion or policy as the functions and programs of the Employer, its overall budget, utilization of technology and organizational structure and selection and direction and number of personnel.

ARTICLE 4. ASSOCIATION RIGHTS

- 4.1 The Employer shall deduct from the wages of the employees who affirmatively authorize such a deduction in writing an amount necessary to cover monthly Association dues. Such monies shall be remitted as directed by the Association. The Association shall provide a copy of such written authorization to the employer.
- 4.2 The Association may designate employees from the bargaining unit to act as stewards and alternates and shall inform the Employer in writing of such choices and of changes in the positions of stewards and/or alternates. It is further understood that the number and locations of stewards shall be limited and confined to numbers and locations as are necessary and reasonable to administer the provisions of this Agreement.
- 4.3 The Employer shall make space available on the employee bulletin board for the posting of Association notice(s) and announcement(s).
- 4.4 The Association agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.
- 4.5 The Employer agrees that on the Employer's premises and without loss of pay the Association stewards shall be allowed to post official Association notices of the designated representatives; transmit communications authorized by the Association or its officers under the terms of this contract; consult with the Employer, his/her representative, Association officers or the Association representative concerning the enforcement of any provisions of this Agreement, so long as such action does not interfere with regular employee duties and is reasonable and necessary.

ARTICLE 4. ASSOCIATION RIGHTS (continued)

- 4.6 Stewards are authorized to perform and discharge the duties and responsibilities which are assigned to them under the terms of this Agreement and any supplementary Agreements. The Employer agrees that there shall be no restraint, interference, coercion or discrimination against a steward because of the performance of such duties.
- 4.7 The Association shall immediately notify the employer of any member who, in accordance with provisions stated on the authorization card, affirmatively revokes authorization of said dues and shall provide the employer with a copy of said revocation.
- 4.8 Once properly notified the District will stop withholding in a timely manner, considering the availability of the people required to make such a change and payroll due dates.
- 4.9 It is also understood that the Association agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Section.

ARTICLE 5. PROBATION

- 5.1 New Employee Probation. A new employee to the bargaining unit shall remain on probation for a period of one (1) year. During the probationary period, the employee may be disciplined or have his/her employment terminated at the discretion of the District, and without recourse to the grievance procedure.
- 5.1.1 New Assignment Probation. An employee who has completed the one (1) year initial probationary period and subsequently undertakes a new assignment, shall serve an additional one (1) year probationary period. During this time the employee may be returned to their previous position if a vacancy exists without recourse to the grievance procedure. If no vacancy exists the employee will be laid off in accordance with the layoff language 6.4. Any discipline given during the new assignment probationary period is subject to the grievance procedure.
- 5.2 Time served on probation, whether continuous or not, shall be charged to the period of probation.

ARTICLE 6. SENIORITY

- 6.1 Seniority, for the purpose of this Agreement, shall be defined as follows:
 - 6.1.1 "District Seniority" - The length of continuous regular and probationary service with the Employer from the last date of employment in any and all class titles.
 - 6.1.2 "Class Seniority" - The length of continuous regular and probationary service with the Employer from the date an employee was first certified and appointed to a class title covered by this Agreement, it being further understood that class seniority is confined to the current class assignment held by an employee.
- 6.2 Seniority shall terminate when an employee retires, resigns or is discharged.
- 6.3 Seniority shall not accumulate during an unpaid leave of absence, except when such leave is granted for a period of less than thirty (30) calendar days; is granted because of illness or injury; is granted to allow an employee to accept an appointment to the unclassified service of the Employer; or is granted to take an elected or appointed full-time position with the Association.

ARTICLE 6. SENIORITY (continued)

6.4 Subd. 1. In the event it is determined by the Employer that it is necessary to reduce the workforce, employees will be laid off by class title within each division based on inverse length of "Class Seniority." Recall from layoff shall be in inverse order of layoff, except that recall rights shall expire after two (2) years of layoff.

Subd. 2. In cases where there are promotional series, such as Foreman I, Foreman II, Foreman III, etc., when the number of employees in these higher titles is to be reduced, employees who have held lower titles which are in this bargaining unit will be offered reductions to the highest of these titles to which "Class Seniority" would keep them from being laid off, before layoffs are made by any class title in any department.

Subd. 3. It is further understood that a laid-off employee shall have the right to placement in any lower-paid class title, provided said employee has been previously certified and appointed in said lower-paid class title. In such cases, the employee shall first be placed on a reinstatement register and shall have "Class Seniority" based on the date originally certified and appointed to said class. Employees may also apply for positions in a lower class but may, nevertheless, return to original class as provided in Subd. 1. above.

Employees who are laid off from their current job title shall have rights to vacancies in previously held job titles in other bargaining units from which they have promoted. A right to a vacancy shall be based upon the employee's date originally certified and appointed to previously held job title. Rights to these vacancies shall exist for up to two (2) years after layoff has occurred. Whenever possible two (2) weeks of notice shall be given any employee laid off. In the event of a tie in seniority, total years of regular service will be used to break the tie.

6.5 To the extent possible, vacation periods shall be assigned on the basis of "District Seniority," within each class, by division. It is, however, understood that vacation assignments shall be subject to the ability of the Employer to maintain operations.

6.6 Promotions shall be handled in accordance with current District practices.

ARTICLE 7. PROFESSIONAL WORKDAY/WEEK

7.1 Professional Workday/Week. The normal hours of work for the employees shall be eight (8) hours in any twenty-four (24) hour period and forty (40) hours in a seven (7) day period.

7.2 As professional employees with responsibility for the operation of various programs, members of this bargaining unit may occasionally be required to work at times outside and beyond the normal eight (8) hour daily and forty (40) hour minimum schedules, described in Subd. 1 of this Article, and/or on any day of the week. Such times are construed as part of the professional workday/work week, and do not generate additional pay beyond the regular biweekly or annual salary. Flex time shall be scheduled in instances where the employee is required to work outside the work week as defined in Section 7.1 of this article. Flex time shall be granted with the approval of the department head. Provisions of Section 28H of the Civil Service Rules shall not apply.

7.3 It is understood by the parties that overtime compensation under Fair Labor Standards Act (FLSA) shall not apply to this unit.

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

ARTICLE 8. WORKING OUT OF CLASSIFICATION

- 8.1 Any employee working an out-of-class assignment for a period in excess of fifteen (15) working days during any fiscal year of Employer shall receive the rate of pay for the out-of-class assignment in a higher classification not later than the sixteenth consecutive day of such assignment. For purposes of this Article, an out-of-class assignment is defined as the full-time performance of all of the significant duties and responsibilities of a classification by an individual in another classification. For the purpose of this Article, the rate of pay for an out-of-class assignment shall be the same rate the employee would have received if he were promoted to the higher classification.

ARTICLE 9. UNIFORMS

- 9.1 The Employer agrees that if any employee is required to wear any kind of uniform or safety equipment as a condition of continued employment, such uniform and/or equipment shall be furnished and maintained by the Employer. It is, however, further understood that the Employer's obligation to provide uniforms and/or safety equipment shall be confined to present practices and/or requirements of law.
- 9.2 Any uniform or safety equipment provided pursuant to this Article, damaged in the line of duty, shall be replaced by the Employer, provided that said damage is not attributable to the negligence or other improper act of the employee.
- 9.3 **Facilities Supervisors Only.** The Employer agrees to pay **\$200** toward the cost of purchasing or repairing one pair of work shoes per contract year. This reimbursement of **\$200** shall be made only after investigation and approval by the immediate supervisor for that employee. This **\$200** Employer contribution shall apply only to those regular employees who are required to wear protective shoes or boots by the Employer.
- 9.4 **Nutrition Services Supervisors Only.** The Employer will provide reimbursement for appropriate uniforms and/or work shoes annually in an amount up to \$350 over the term of this Agreement. The employee may order uniforms through the District or may obtain appropriate items elsewhere and submit the receipts for reimbursement in accordance with Business Office Procedures. An employee who has received uniforms and then terminates employment for any reason after less than six (6) full months of active employment is obligated to return the uniforms to the School Nutrition Services. If the uniforms are not returned, 90% of their costs will be deducted from the final paycheck of the terminating employee.
- 9.5 **The Employer will provide uniform clothing to all MMSA employees, who are required to wear a uniform, at the beginning of each school year. The employer will provide at least three (3) uniform pieces to each employee per school year, and employees who have laundered uniforms will be provided those uniforms on a daily basis at no cost to the employee. The employer may provide additional uniform pieces as needed to replace damaged apparel and/or provide appropriate work clothing for work assignments. Selection and composition of uniforms is the Employer's option.**

ARTICLE 10. VACATION

10.1 Vacation shall be credited at the rates shown below for each hour on the payroll:

<u>Years of Service</u>	<u>Hours of Vacation Earned Per Hour on Payroll</u>	<u>Annual Hours Earned</u>	<u>Annual Days Earned</u>
First year through 4th year	.0769	160	20
After the 4th year through 8 th year	.0962	200	25
After 8+ years and thereafter	.1154	240	30

Years of service with the City of Saint Paul and years of service in any bargaining group with the District will be counted as years of service for purposes of this Section. Hours/days listed are based on a 2,080 hour work year. Years of service means calendar years of service.

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

10.2 Employees who work less than full time shall be granted vacation on a pro rata basis.

10.3 Employees who retire with unused vacation and who are eligible for severance pay will receive pay for unused vacation as a contribution to the District 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation.

10.4 An employee may carry over into the following year up to one hundred sixty (160) of vacation. Effective January 1, 2009, an employee may carry over into the following year up to one hundred eighty four (184) hours of vacation. If the employee is going to lose any carryover vacation because they are denied vacation usage after the last full pay period in October, the Employer will seek mutual consent of the employee as to one of the options below (a, b or c). If unable to reach mutual consent, option a, b, or c is at the discretion of the Employer.

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

- (a) be required to use the hours of vacation in excess of one hundred eighty four (184) hours prior to the end of the calendar year: or
- (b) be compensated for hours in excess of one hundred eighty four (184) hours at end of year: or
- (c) be provided an exception for additional carryover of vacation by means of approval of his/her department head. Selection of option (c) in 10.4.1 shall require both the employer and employee to mutually determine and agree upon dates by which the additional carryover of vacation is to be used. Lack of use of vacation by the agreed upon dates which is not the result of an employer action shall be forfeited by the employee.

10.5 Effective January 1, 2009, carryover and new vacation days will be credited on the first pay check in January.

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

10.7 For the purposes of this Article 10, years of service shall be defined as the number of years since the employee’s date of appointment. This shall not include years of service prior to a resignation.

10.7.1 The employer will apply MN Statute 181.74 during the term of this current agreement.

ARTICLE 11. HOLIDAYS

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

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

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

11.2 Eligibility Requirements. To be eligible for holiday pay, employees must have been active on the payroll the day of the holiday.

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

ARTICLE 12. COMPENSATORY LEAVES OF ABSENCE

- 12.1 Sick Leave. Sick leave shall accumulate at the rate of .0576 of a working hour for each full hour on the payroll, excluding overtime. Sick leave accumulation is unlimited. To be eligible for sick leave, the employee must report to his/her supervisor no later than one-hour past his/her regular scheduled starting time. The granting of sick leave shall be subject to the terms and provisions of this Agreement.
- 12.1.1 Personal Illness: Employees may use accumulated sick leave for hours off due to personal illness. The employee may be required to furnish a medical certificate from a qualified physician as evidence of illness or physical disability in order to qualify for paid sick leave as per District practice. Accumulated sick leave may also be granted for such time as is actually necessary for office visits to a doctor, dentist, optometrist, etc.
- 12.1.2 Bereavement Leave. A leave of absence with pay, not to exceed five (5) days, shall be granted because of the death of an employee's spouse, child 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.
- 12.1.2.1 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.
- 12.1.3 Sick Child Care Leave. Sick leave to care for a sick child shall be granted on the same terms as the employee is able to use sick leave for the employee's own illness. This leave shall only be granted pursuant to Minnesota Statute (M.S.) §181.9413 and shall remain available as provided in Statute.
- 12.1.4 Family Leave. 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 any twelve 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 M.S. §181.9413. These hours when used are deducted from sick leave.
- 12.1.5 Adoption Leave and Father with Newborn Child. Up to thirty (30) days of accumulated sick leave may be used in a contract year to attend to adoption procedures or care for a newly adopted child or for a father with a newborn child. Use of these thirty (30) days does not need to occur consecutively. The thirty (30) days of sick leave for fathers of newborns must be used within six (6) weeks surrounding the birth of the child. For adoption, the thirty (30) days of sick leave may be used for adoption processes or up to six (6) weeks following the adoption. Upon completion of the adoption process additional sick leave may be allowed for the care of a sick child as required by M.S. § 18.9413.

ARTICLE 12. COMPENSATORY LEAVES OF ABSENCE (continued)

12.1.6 Sick Leave Conversion. Sick leave accumulation in excess of 1,440 hours may be converted to paid vacation time at a ratio of two (2) hours of sick leave time for one (1) hour vacation time, to a maximum of five (5) regularly-assigned workdays not to exceed a total of forty (40) hours in any year. There shall be no conversion of unused sick leave in any amount at any time to any cash payment other than the above-described conversion to vacation time or severance pay in Article 17.

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

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

12.2 Maternity/Parental/Family Medical Leave.

12.2.1 Maternity Leave is defined as the physical state of pregnancy of an employee, commencing eight (8) months before the estimated date of childbirth, as determined by a physician, and ending six (6) months after the date of such birth. In the event of an employee's pregnancy, the employee may apply for leave without pay at any time during the period stated above and the Employer may approve such leave at its option, and such leave may be no longer than one (1) year.

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

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

12.3 Court Duty Leave. Any employee who is required to appear in court as a juror or as a subpoenaed witness shall be paid his/her regular pay while so engaged, unless the court duty is the result of litigation undertaken by the employee or the Union against the Employer. Any fees that the employee shall receive from the court for such service shall be paid to the Employer. Any employee, who is scheduled to work a shift other than the normal daytime shift, shall be rescheduled to work the normal daytime shift during such time as he/she is required to appear in court as a juror or witness.

ARTICLE 12. COMPENSATORY LEAVES OF ABSENCE (continued)

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

Any employee who is a member of the armed forces or National Guard and who is called to active duty may be eligible for pay continuation pursuant to the requirements of M.S. § 471.975.

12.4.1 Military Leave Without Pay. Any employee who engages in active service in time of war or other emergency declared by proper authority of any of the military or naval forces of the state or of the United States for which leave is not otherwise allowed by law shall be entitled to leave of absence from employment without pay during such service with right of reinstatement and subject to such conditions as are imposed by law. Such leaves of absence as are granted under Article 10.4 shall conform to M.S., Section 192, as amended from time to time and shall confer no additional benefits other than those granted by said statute.

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

The benefit as defined in the paragraph above shall only apply for a two-year period of time for ten (10) days of leave in total. The two-year period is defined to be that period of time starting January 1st of each even numbered year to the last day of December in the following odd numbered year.

ARTICLE 13. WAGES

13.1 The wage schedule for the purpose of this contract shall be Appendix A.

13.2 Salary Step Progression

13.2.1 An employee must have received an overall rating of "Satisfactory" on his/her most recent performance evaluation to receive any salary step advancement.

13.2.2 Steps will occur on the beginning of the pay period closest to January 1.

13.2.3 Effective July 1, 2024, steps will occur on the beginning of the pay period closest to July 1.

13.2.3 Employees who received overall satisfactory performance rating and who were paid a minimum of 1,040 hours in the previous twelve (12) months (prorated for part-time employees) will receive a step.

ARTICLE 13. WAGES (continued)

13.3 Salary Placement and Promotional Placement

- 13.3.1 Current Saint Paul Public School employees who promote to and within positions covered by the Manual and Maintenance Supervisors Association shall be placed on the step within the salary grade for the promotional title that results in a biweekly salary increase between 5% and 10% over their previous assignment. Effective January 1, 2023 employees with 15 or more years of service at the time of promotion shall be provided one additional step.
- 13.3.2 Current Saint Paul Public School employees who promote to and within positions covered by the Manual and Maintenance Supervisors Association may be placed at a step resulting in a greater than 10% pay increase at the sole discretion of the employer.
- 13.3.3 Any step placement resulting in a pay increase greater than 10% must be approved by the Superintendent of Schools (or designee). Factors that will be considered in granting additional step placement will include, but are not limited to:
 - A. Ability to attract or retain qualified employees in the title
 - B. External market compensation comparisons
 - C. Comparable professional experience with other employers
 - D. Critical business need of the employer
- 13.3.4 Placement of a new or promotional employee on any step is not grievable, but may be discussed in a meet and confer process. The Association and its members who desire to meet and confer shall notify the employer. Any adjustments to a placement of step will not be subject to a retroactive pay.

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

13.4.1 District Authority. When underpayment errors are identified, the District will review the nature of the error and shall reimburse the employee in full up to a maximum retroactive period of two years. In the case of an overpayment, the District has the authority to deduct from the employee's check up to the full amount owed for a maximum retroactive period of two years.

13.4.2 Procedure for Addressing Significant Overpayment Errors. In the case of a significant overpayment, deductions from biweekly compensation shall be based on a repayment schedule established by the District. The District, at its discretion, may limit the amount of repayment to less than the two (2) year retroactive period described above. The reduction of a reimbursement period will be based on the nature of the error and whether the employee took reasonable preventative action by routinely reviewing the accuracy of his/her biweekly compensation.

ARTICLE 14. INSURANCE BENEFITS

SECTION 1. ACTIVE EMPLOYEE HEALTH INSURANCE

- 1.1 The Employer will continue for the period of this Agreement to provide for active employees such health and life insurance benefits as are provided by Employer at the time of execution of this Agreement.
- 1.2 Eligibility Waiting Period. Employees who have been regularly employed in the District for more than thirty (30) continuous days are eligible on the first day of the month following 30 days of continuous regular benefit eligible service for District contribution to premium cost for health and life insurance provided herein.
- 1.3 Full-Time Status. For the purpose of this Article, full-time employment is defined as appearing on the payroll at least thirty-two (32) hours per week or at least sixty-four (64) hours per pay period, excluding overtime hours.
- 1.4 Half-Time Status. For the purpose of this Article, half-time employment is defined as appearing on the payroll at least twenty (20) hours but less than thirty-two (32) hours per week or at least forty (40) hours but less than sixty-four (64) hours per pay period, excluding overtime hours.
- 1.5 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.

ARTICLE 14. INSURANCE

SECTION 2. CAFETERIA BENEFITS PLAN

- 2.1 Cafeteria Benefits Plan. Effective July 1, 2005, employee benefits are offered to eligible employees through a Cafeteria Plan qualified under IRS Codes §105, §125, and §129. The cafeteria plan contains a core set of benefits. Enrollment in these core benefits is required in order to participate in the cafeteria plan and receive any Employer contributions. Additional optional benefits are offered allowing employees to select benefits that meet their individual needs.
 - 2.1.1 Each eligible full-time employee with single coverage shall receive **\$941** per month which may be spent in a District-qualified cafeteria benefits plan. Each eligible full-time employee with family or single+1 coverage shall receive **\$1,395** per month.
 - 2.1.2 Effective **January 1, 2025**, each eligible full-time employee with single coverage shall receive **\$966** per month which may be spent in a District-qualified cafeteria benefits plan. Each eligible full-time employee with family or single+1 coverage shall receive **\$1,435** per month.
 - 2.1.3 Effective **January 1, 2026**, each eligible full-time employee with single coverage shall receive **\$991** per month which may be spent in a District-qualified cafeteria benefits plan. Each eligible full-time employee with family or single+1 coverage shall receive **\$1,475** per month.
- 2.2 If the cost of benefits selected by the employee exceeds the amount of credits an employee receives, that cost shall be paid by the employee through payroll deduction.
- 2.3 An employee who is insured as a dependent through the medical and/or dental insurance coverage provided by Saint Paul Public Schools may elect to waive the employee medical (dental) insurance coverage in the core set of benefits. This is the sole exception where the employee may elect not to enroll in the full core of benefits.

SECTION 3. RETIREMENT HEALTH INSURANCE

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

- 1.1 Employees hired into District service before January 1, 1996, must have completed the following service eligibility requirements with the District prior to retirement in order to be eligible for any payment of any insurance premium contribution by the District after retirement:
- A. Be receiving pension benefits from PERA, St. Paul Teachers Retirement Association or other public employee retiree program at the time of retirement and have severed the employment relationship with the District;
 - B. Must be at least fifty-five (55) years of age and have completed twenty-five (25) years of service, or;
 - C. The combination of their age and their years of service must equal eighty-five (85) or more, or;
 - D. Must have completed at least thirty (30) years of service, or;
 - E. Must have completed at least twenty (20) consecutive years of service within the District immediately preceding retirement.

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

- 1.2 Employees hired into District service after January 1, 1996, must have completed twenty (20) years of service with the District. Time with the City of Saint Paul will not be counted toward this twenty (20) year requirement.

- 1.3 Eligibility requirements for all retirees:

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

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 Subd.

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

ARTICLE 14. INSURANCE, Section 3 (continued)

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

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

2.2 Life Insurance Employer Contribution

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

Subd. 3. Benefit Eligibility for Employees After Age 65

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

3.2 Employees hired into the District before January 1, 1996, who retire at age 65 or older must have completed the eligibility requirements in Subd. 1.1 above to receive District contributions toward post-age-65 health insurance premiums.

3.3 Employees hired on or after January 1, 1996, shall not have or acquire in any way any eligibility for Employer-paid health insurance premium contribution for coverage in retirement at age sixty-five (65) and over in Subd. 4. Employees hired on or after January 1, 1996, shall be eligible for only early retirement insurance premium contributions as provided in Subd. 2 and Deferred Compensation match in Subd. 4.2.

3.4 Nutrition Services Supervisors Only. Employees hired into the District before January 1, 1996, who retire at age 65 or older must have completed the following service eligibility requirements to receive District contributions toward post-age-65 health insurance premiums:

- A. Employees hired before January 1, 1989, must be continuously employed with the District.
- B. Employees hired on or after January 1, 1989, must have completed at least twenty (20) years of continuous employment with the District and meet the remaining requirements for retirement.

Subd. 4. Employer Contribution Levels for Retirees After Age 65

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

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

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

ARTICLE 14. INSURANCE, Section 3 (continued)

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.

- 4.2 Effective January 1, 2018, employees are eligible to participate in an employer matched Minnesota Deferred Compensation Plan or District approved 403(b) plan. The District will match up to \$1,700 per year of consecutive active service. Part-time employees working half-time or more will be eligible for up to one half (50%) of the available District match.

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

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

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

ARTICLE 15. PROFESSIONAL GROWTH

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

SECTION 2. For contract years 2016 and 2017, an amount not to exceed \$1,000 per calendar year shall be provided for each employee and may be applied to pay the costs for attendance at national or regional conventions, workshops, clinics or other professional meetings approved by the employee's immediate supervisor. Meetings that have negotiations as a principle topic shall not be deemed appropriate for purposes of this Article. "Costs for attendance" shall mean registration fees, lodging, food and travel. Expenses to be reimbursed shall be properly documented upon the appropriate voucher form in accordance with District regulations and procedures.

SECTION 3. This professional growth allowance is not intended to supplant nor limit departmental professional development opportunities. Attendance of employees at other professional meetings without the use of these funds and without loss of pay may be granted subject to the approval of the employee's immediate supervisor.

SECTION 4. The District shall reimburse MMSA members for the renewal costs associated with maintaining required license/certification.

ARTICLE 16. MILEAGE

- 16.1 Mileage Allowance. Employees of the District, under policy adopted by the Board, may be reimbursed for the use of their automobiles for school business. The mileage allowance for eligible employees shall be established by the Board. The mileage reimbursement rate shall be indexed periodically to reflect the rate established by the IRS.
- 16.2 Reimbursement Procedures. An employee must keep a record of each trip made. Reimbursement shall be for the actual mileage driven in the performance of assigned duties as verified by the appropriate school district administrator and in accordance with District Business Office policies and procedures.

ARTICLE 17. SEVERANCE

- 17.1 Severance Pay. The District shall provide a separate severance pay program as set forth in this Section. Payment of severance pay shall be made within the tax year of the retirement as described in Business Office Rules and Article 14. Section 3. All payments made under this Subd. shall be made to the District 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation, hereinafter referred to as the "Severance Plan."
- 17.2 Eligibility. 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:
- 17.2.1 The employee must be eligible for pension benefits from Public Employees Retirement Association of Minnesota (PERA) or other public employee retiree program.
- 17.2.2 The employee must be voluntarily separated from District employment or have been subject to separation by layoff or retirement. Those employees who are discharged for cause, misconduct, inefficiency, incompetency or any other disciplinary reason are not eligible for this severance pay program.
- 17.2.3 For the purpose of this severance program, the death of an employee shall be considered as separation of employment, and if the employee would have met all of the requirements set forth above at the time of his or her death, payment of the severance pay may be made to the employee's estate.
- 17.3 Severance Pay
- 17.3.1 Early Notification Incentive. Employees who meet eligibility requirements of Subd. 2 of this Section and who complete, sign and submit a Resignation Notice form to the Director of Human Resources three months prior to retirement will receive a District contribution of \$2,500 to the Severance Plan.

ARTICLE 17. SEVERANCE (continued)

17.3.2 Pay for Unused Sick Leave.

17.3.2.1 If an employee notifies the Human Resource Department three (3) months in advance of the date of retirement and requests severance pay and if the employee meets the eligibility requirements set forth in 17.2 above, he or she will receive a District contribution to the District 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation Pay in an amount equal to \$125 for each day of accrued, unused sick leave, up to 160 days. Effective January 1, 2016, 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 17.2 above, he or she will receive a District contribution to the District 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation Pay in an amount equal to \$150 for each day of accrued, unused sick leave, up to 180 days.

17.3.2.2 If an employee notifies the Human Resource Department in less than three (3) months in advance of the date of retirement and requests severance pay and if the employee meets the eligibility requirement set forth above, he or she will receive a District contribution to the District 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation Pay in an amount equal to \$85 pay for each day of accrued, unused sick leave up to 177 days. Effective January 1, 2016, if an employee notifies the Human Resource Department in less than three (3) months in advance of the date of retirement and requests severance pay and if the employee meets the eligibility requirement set forth above, he or she will receive a District contribution to the District 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation Pay in an amount equal to \$90 pay for each day of accrued, unused sick leave up to 300 days.

17.3.3 Maximum Severance. Effective January 1, 2016, the maximum amount of money that any employee may obtain through the Severance Plan, not including pay for unused earned vacation, from the combination of early notification incentive and pay for unused sick leave is \$27,000.

17.3.4 Exigent Circumstances. If an employee submits documentation verifying that exigent circumstances exist that made early notification of retirement plans impossible, 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, the District will review and consider this information and may pay severance at the rate provided in 17.3.2.1 and the early notification incentive stated in 17.3.1 above.

ARTICLE 18. DISCIPLINE

- 18.1 The Employer will discipline employees for just cause only. Discipline will be in the form of:
- a) Oral reprimand;
 - b) Written reprimand;
 - c) Suspension;
 - d) Reduction;
 - e) Discharge.
- 18.2 Suspensions, reductions, and discharges will be in written form.
- 18.3 Employees and the Association will receive copies of written reprimands and notices of suspension and discharge.
- 18.4 Employees may examine all information in their Employer personnel files that concerns work evaluations, commendations and/or disciplinary actions. Files may be examined at reasonable times under the direct supervision of the Employer.
- 18.5 Preliminary Review. Prior to issuing a disciplinary action of unpaid suspension, demotion or discharge, the supervisor will make a recommendation to his/her supervisor regarding proposed discipline. That supervisor will then 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. If the employee is unable to meet with the supervisor, the employee will be given the opportunity to respond in writing.
- 18.6 An employee to be questioned concerning an investigation of disciplinary action shall have the right to request that an Association Representative be present.
- 18.7 **Suspensions, demotions and discharges shall be grievable and arbitrable through the grievance procedure in this contract** through the provisions of Article 19 (Grievance Procedure).
- 18.8 **Oral reprimands must be in writing and a copy provided to the employee. Upon request of the employee an oral reprimand will be removed from the employee's personnel file one (1) year from the original date of issuance provided the employee has received no further discipline during the one (1) year period.**
- 18.8.1 **Oral reprimands are not subject to the grievance process as outlined in Article 19.**
- 18.9 **Upon request of the employee a written reprimand will be removed from the employee's personnel file three (3) years from the original date of issuance provided the employee has received no further discipline during the three (3) year period.**
- 18.9.1 **Written reprimands are grievable under the provisions of Article 19 excluding step 4, and not subject to the arbitration process.**
- 18.10 **Any discipline removed from an employee's personnel file will be retained by the Employer for public data request use only. Discipline removed from an employee's personal file will be maintained separately and in accordance with applicable laws and statutes.**
- 18.11 **Employees shall have the right to submit a statement pertaining to issued discipline and have the statement placed in the employee's personnel file.**

ARTICLE 19. GRIEVANCE PROCEDURE

- 19.1 Definition of a Grievance. A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 19.2 Association Representatives. The Employer will recognize representatives designated by the Association as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Association shall notify the Employer in writing of the names of such Association representatives and of their successors when so designated as provided by 4.2. of this Agreement.
- 19.3 Processing of a Grievance. It is recognized and accepted by the Association and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and an Association 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 Association Representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

ARTICLE 19. GRIEVANCE PROCEDURE (continued)

19.4 Procedure. Grievances, as defined by Section 19.1., shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within one (1) month after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the Employer.

The Employer-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. 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 within ten (10) calendar days after the Employer-designated Representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Association within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Association and discussed with the Employer-designated Step 2 representative. The Employer-designated representative shall give the Association the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Association within ten (10) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the Association and discussed with the Employer-designated Step 3 representative. The Employer-designated representative shall give the Association the Employer's answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Employer-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Association within ten (10) calendar days shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 by the Association shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended. The selection of an arbitrator shall be made in accordance with the rules as established by the Bureau of Mediation Services.

19.5 Arbitrator's Authority

19.5.1 The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from 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 Association and shall have no authority to make a decision on any other issue not so submitted.

ARTICLE 19. GRIEVANCE PROCEDURE (continued)

- 19.5.2 The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Association and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
- 19.5.3 The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Association provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.
- 19.6 Waiver. 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 limits, the Association may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Association in each step.

ARTICLE 20. NO STRIKE, NO LOCKOUT

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

ARTICLE 21. RIGHT TO SUBCONTRACT

- 21.1 The Employer may, at any time during the duration of this Agreement, contract out work done by the employees covered by this Agreement. In the event that such contracting would result in reduction of the workforce covered by this Agreement, the Employer shall give the Association a ninety (90) calendar day notice of the intention to subcontract.

ARTICLE 22. SAVINGS CLAUSE

- 22.1 This Agreement is subject to the laws of the United States, the State of Minnesota. 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 provisions shall be voided. All other provisions shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party. All other provisions of this Agreement shall continue in full force and effect.

ARTICLE 23. MISCELLANEOUS ITEMS FOR NUTRITION SERVICES SUPERVISORS ONLY

- 23.1 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 two (2) hours' pay at their regular rate.

- 23.2 State Certification. The parties recognize and acknowledge that the Saint Paul Food Manager's Certification (or a State of Minnesota Certification if regulation changes) is a requirement for holding a position in the Nutrition Services Food Quality Control Specialist, Nutrition Center Supervisor, Catering Coordinator and Nutrition Services Coordinator titles covered by this Agreement, and will be a requirement prospectively for new appointees as well. Food Quality Control Specialist, Nutrition Center Supervisor, Catering Coordinator and Nutrition Services Coordinator employees who fail to hold and/or renew certification will be placed on non-paid leave of absence for a period of up to sixty (60) days for the purpose of obtaining proper certification. Failure to be properly certified within that period will be cause for termination. The District shall reimburse employees in these titles for the following costs associated with maintaining certification:

- Course fee and study guide (one time only)
- Test fee (one time only)
- Up to ten (10) hours of paid time to take course and test
- Renewal fees
- Up to four (4) hours of paid time for renewal of certification
- Fee(s) to take renewal courses/credits will be paid by the District, if renewal credits/courses are not offered by the District

- 23.3 Nutrition Service Supervisor or Nutrition Service Coordinator Premium. When a regularly certified and appointed Nutrition Service Supervisor or Nutrition Service Coordinator is assigned the duty of Lead Nutrition Service Supervisor or Lead Nutrition Service Coordinator, the employee shall be paid an additional \$.50 (fifty-cents) per hours over and above his/her normal hourly rate of pay for the hours worked on each workday assigned in the lead function. This duty shall be assigned or discontinued at the sole discretion of the Director of Nutrition and Commercial Services. Only a regularly appointed Nutrition Service Supervisor or Nutrition Service Coordinator is eligible for the premium, when properly assigned.

At any time when the Director of Nutrition and Commercial Services plans to assign this Lead function to an employee in the Nutrition Service Supervisor or Nutrition Service Coordinator title for more than thirty (30) working days, all employees working in that title will be notified and have an opportunity to express interest in the duty.

- 23.4 The Employer shall pay the annual membership fee for each employee covered by this Agreement who seeks membership in the Minnesota Nutrition Service Association and the School Nutrition Association.

ARTICLE 24. TERM OF AGREEMENT

- 24.1 This Agreement shall be effective as of January 1, 2024 and shall continue in effect through June 30, 2026. This Agreement shall not be extended orally and it is understood that it shall expire on the date indicated.
- 24.2 It is understood that this settlement shall be recommended by the Negotiations/Labor Relations Manager, but is subject to approval by the Board of Education.
- 24.3 The Employer and the Association acknowledge that during the meeting and negotiating which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject concerning the terms and conditions of employment. The agreements and understandings reached by the parties after the exercise of this right are fully and completely set forth in this Agreement. Any and all prior agreements, resolutions, practices, policy or rules or regulations regarding the terms and conditions of employment, to the extent they are inconsistent with this Agreement, are hereby superseded.

WITNESSES:

INDEPENDENT SCHOOL DISTRICT NO. 625

CITY OF SAINT PAUL MANUAL AND
MAINTENANCE SUPERVISORS'
ASSOCIATION

Chair, Board of Education

Negotiating Team Member

Assistant Director of Employee/Labor Relations

Negotiating Team Member

Negotiating Team Member

Date

Date

APPENDIX A - UNCLASSIFIED TITLES AND SALARIES*

APPENDIX A: TITLES AND SALARIES

	1	2	3	4	5	6	7	8
Grade 34								
Distribution Supervisor								
School Bus Garage Supervisor								
7-1-2024	56,161	58,429	61,415	63,909	67,228	68,888	72,882	74,702
1-1-2025	57,284	59,597	62,644	65,187	68,573	70,265	74,340	76,196
7-1-2025	58,430	60,789	63,896	66,491	69,944	71,671	75,826	77,720
1-1-2026	59,599	62,005	65,174	67,821	71,343	73,104	77,343	79,274
Grade 35								
Catering Coordinator								
Food Quality Control Specialist								
Nutrition Center Supervisor								
7-1-2024	61,533	64,647	68,031	70,752	74,287	75,775	79,388	81,374
1-1-2025	62,763	65,940	69,392	72,167	75,772	77,290	80,975	83,001
7-1-2025	64,018	67,258	70,779	73,611	77,288	78,836	82,595	84,661
1-1-2026	65,299	68,603	72,195	75,083	78,834	80,413	84,247	86,354
Grade 36								
Facility Operations Coordinator I								
Nutrition Services Equipment Specialist								
7-1-2024	63,054	65,599	68,955	71,755	75,480	77,347	81,832	83,876
1-1-2025	64,315	66,911	70,334	73,190	76,990	78,894	83,468	85,553
7-1-2025	65,602	68,249	71,741	74,654	78,529	80,471	85,138	87,264
1-1-2026	66,914	69,614	73,176	76,147	80,100	82,081	86,840	89,009
Grade 38								
Grounds and Labor Supervisor								
7-1-2024	67,026	69,651	73,101	75,987	79,827	81,743	86,835	89,008
1-1-2025	68,367	71,044	74,563	77,507	81,424	83,378	88,571	90,788
7-1-2025	69,734	72,465	76,055	79,057	83,052	85,045	90,343	92,604
1-1-2026	71,129	73,914	77,576	80,638	84,713	86,746	92,150	94,456
Grade 40								
Facility Operations Coordinator II								
Operations Logistics Supervisor								
Maintenance Supervisor								
Nutrition Services Coordinator								
Custodial Supervisor								
7-1-2024	71,029	73,841	77,616	80,765	84,955	87,051	92,099	94,401
1-1-2025	72,449	75,318	79,168	82,380	86,654	88,792	93,941	96,289
7-1-2025	73,898	76,824	80,752	84,028	88,387	90,568	95,820	98,215
1-1-2026	75,376	78,361	82,367	85,708	90,155	92,379	97,736	100,179

*Annual salaries are based on 2,080 hours.

Effective 12-31-23 eliminate step 1 in all grades

- 10 years of service = \$.50 per hour
- 15 years of service = \$.85 per hour
- 20 years of service = \$1.25 per hour
- 25 years of service = \$1.65 per hour

Periods of non-compensatory leave or layoff in excess of one year shall not be counted toward longevity.

The longevity increment shall be paid to all employees for all hours paid on the payroll, effective at the beginning of the contract year. The amounts are the hourly rates for employees who are on the top step and are eligible for longevity. An employee does not have to reach the top step of the schedule in order to be eligible for a longevity increment.

2020-2021 MEMORANDUM OF UNDERSTANDING
REGARDING EMERGENCY CLOSURES FOR
MANUAL AND MAINTENANCE SUPERVISORS' ASSOCIATION REPRESENTING
FACILITIES AND NUTRITION SERVICE SUPERVISORS

This Memorandum of Understanding is by and between the Board of Education of Independent School District No. 625, Saint Paul Public Schools, and Manual Maintenance Supervisors' Association, exclusive representative for Facilities and Nutrition Services Supervisors in the Saint Paul Public Schools. The purpose of this Memorandum is to establish a clear understanding between the parties regarding emergency closures.

In recognition of events related to weather, supervisors who are required to report shall receive up to three (3) days of flextime each year of the contract in accordance with Article 7.2. This agreement will end at the conclusion of the contract unless renewed by both parties.

INDEPENDENT SCHOOL DISTRICT NO. 625

CITY OF SAINT PAUL MANUAL AND
MAINTENANCE SUPERVISORS'
ASSOCIATION

Chair, Board of Education

Negotiating Team Member

Assistant Director of Employee/Labor Relations

Negotiating Team Member

Negotiating Team Member

Date

Date

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