

2004 - 2006

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, 2004 through June 30, 2006





SAINT PAUL PUBLIC SCHOOLS
Independent School District No. 625

Board of Education

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Elona Street-Stewart	Vice Chair
John Brodrick	Clerk
Kazoua Kong-Thao	Treasurer
Anne Carroll	Director
Tom Conlon	Director
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Administration

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Maria J. Lamb	Chief Education Officer
Tanya Martin Pekel	Chief of Staff
Luz Maria Serrano	Area A Superintendent
Louis Kanavati	Area B Superintendent
Joann Knuth	Area C Superintendent
Eugene Janicke	Executive Director, Alternative Learning Programs
Willie Nesbit	Executive Director, Community Programs

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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.

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.

ARTICLE 3. CHECK OFF, FAIR SHARE (continued)

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 once 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 his/her 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 of five (5) working days on the District's website at: www.spps.org/Applicants.html

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.

SECTION 2. 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.

ARTICLE 7. BREAKS

SECTION 1. Rest Break. Employees shall be provided rest breaks per the following schedule:

<u>Employees Assigned to Work:</u>		<u>Rest Breaks Provided:</u>
Minimum of Four (4) Hours		One Fifteen (15)-Minute Break
	OR	
More Than Six (6) Hours		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.

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.

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. Pay for the holidays will be calculated as the same number of hours worked by the employee on his/her last scheduled workday preceding the holiday, except for Labor Day, which is defined in 1.3.
- 1.3 Labor Day Holiday Conditions. Employees who return to work the day after Labor Day shall be paid for Labor Day if they are compensated for the remainder of workdays that week.
- 1.4 Holiday Pay Calculations. Payment for all holidays shall be prorated to the average daily hours worked per regularly scheduled pay period. Pay for the Labor Day holiday will be calculated as the same average daily number of hours to be worked by the employee on a regularly-scheduled basis during the remainder of that week.

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 Availability for 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 Minnesota Statute § 191.9413 and shall remain available as long as so provided in Statute.
 - 1.2.2 Adoption Leave. Up to fifteen (15) days of accumulated sick leave may be used in a contract year to attend to adoption procedures or care for a newly adopted child. Use of these fifteen (15) days does not need to occur consecutively. Male employees may use up to 15 days of sick leave for the birth of a dependent child. This leave may be used within the first six weeks surrounding the birth of the child.
 - 1.2.3 Spouse/Dependent Parent Leave. Effective January 1, 2005, up to forty (40) hours of accumulated sick leave may be used in a work year to allow the employee to care for and attend to the serious or critical illness of his/her spouse or dependent parent. These days when used are deductible 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 880 hours. Sick leave time earned prior to July 1, 1975, shall not be carried forward and accumulated. 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.

ARTICLE 9. COMPENSATORY LEAVES, Section 1. (continued)

- 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 equals the amount of hours an employee is regularly scheduled to work during the leave.
- 2.2 Personal leave shall be granted an employee upon receipt of request to the principal or program administrator. Leave verification should be provided ten (10) days in advance of the leave date or as soon thereafter as possible.
- 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 a employee's spouse, 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, 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.

ARTICLE 9. COMPENSATORY LEAVES, Section 3. (continued)

3.2 Travel Extension. Days of leave as specified in Subd. 1. of this Section will apply for deaths which do not necessitate travel by the employee beyond a two hundred (200)-mile radius of Saint Paul. In cases which do involve such travel, one (1) day of additional leave shall be granted for travel in excess of a two hundred (200)-mile radius of Saint Paul. At the discretion of the Human Resource Department, an additional day of leave extension may be made available if the required travel distance is in excess of a three hundred (300)-mile radius of Saint Paul. Days used in this manner for extension of bereavement leave for travel purposes shall be permitted only so long as sick leave time is available, and such days shall be subtracted from sick leave. The employee shall provide the Human Resource Department information on the location of the funeral outside Saint Paul.

SECTION 4. Vacation

4.1 Eligibility. Regular employees shall earn vacation for one week of pay during the 2004 Winter Break as specified in this Section.

4.1.1 Vacation. Eligible employees as defined in 4.1 of this Section will be paid for five (5) days at winter vacation break if the employee was employed by October 1 of that year and remained active on the payroll continuously until the winter vacation break. Vacation pay will include regular hours worked, excluding hours assigned to bus duty.

4.1.2 Exception for Unpaid Medical Leave: If an employee is on unpaid medical leave during the paid vacation period in 4.2 of this Section, the employee will be eligible for the paid vacation 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
- 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 vacation break.

4.2 Eligibility for Vacation Effective January 1, 2005. Employees will earn pay for up to five days of Winter and Spring Break on a prorata basis as follows:

4.2.1 Spring Break. For each hour paid during the period immediately following Winter Break up to the end of the pay period preceding Spring Break, employees will earn up to five full days of pay, including hours worked on bus duty but excluding overtime pay and pay for work in after-school programs, on a prorata basis.

4.2.2 Winter Break. For each hour paid during the period of the first workday of the school year up to the end of the pay period preceding Winter Break, employees will earn up to five full days of pay, including hours worked on bus duty but excluding overtime pay and pay for work in after-school programs, on a prorata basis.

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. Court Duty. 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.

ARTICLE 10. NON-COMPENSATORY LEAVES (continued)

SECTION 4. 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:

Subd. 1. Notification of Intent to Return

- 1.1 The employee must provide written notification to the Assistant Director, Human Resource Department indicating his/her 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 his/her former seniority.

ARTICLE 10. NON-COMPENSATORY LEAVES (continued)

SECTION 5. 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.

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 he/she does 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 he/she is 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:

ARTICLE 10. NON-COMPENSATORY LEAVES, Section 5. (continued)

- 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.
- 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 6. 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. One (1) month of regularly appointed service in Independent School District No. 625 will be required before an eligible employee can receive the District contribution to premium cost for health and life insurance provided herein.
- 1.3 Full-Time Status. For the purpose of this 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 July 1, 2004, 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 \$335 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 \$575 per month, whichever is less.
- 1.5.1 Effective January 1, 2005, 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 \$385 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 \$670 per month, whichever is less.
- 1.5.2 Effective January 1, 2006, 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 \$420 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 \$740 per month, whichever is less.

ARTICLE 11. EMPLOYEE BENEFITS, Section 1. (continued)

- 1.5.3 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. For each eligible employee, the Employer agrees to provide each eligible employee \$15,000 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.
- 1.7.1 Effective January 1, 2006, for each eligible employee, the Employer agrees to provide each eligible employee \$25,000 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 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.
- 1.9 The contributions indicated in this Section 1. shall be paid to the Employer's group health and welfare plan.
- 1.10 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.
- 1.11 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.

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 his/her spouse as a dependent if such spouse is also an Independent School District No. 625 retiree or Independent School District No. 625 employee and eligible for and is enrolled in the Independent School District No. 625 health insurance program, or in any other Employer-paid health insurance program.
- B. Additional dependents beyond those designated to the District at the time of retirement may not be added at District expense after retirement.
- C. The employee must make application through District procedures prior to the date of retirement in order to be eligible for any benefits provided in this Section.
- D. Employees terminated for cause will not be eligible for employer contributions toward insurance premiums for pre-age 65 or post-age 65 coverage.

ARTICLE 11. EMPLOYEE BENEFITS, Section 2 (continued)

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

2.1 Health Insurance Employer Contribution

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

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

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

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

2.2 Life Insurance Employer Contribution

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

Subd. 3. Benefit Eligibility for Employees After Age 65

3.1 Employees hired into the District before 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, Section 2 (continued)

Years of certified civil service time with the City of Saint Paul earned prior to July 1, 1996, will continue to be counted toward meeting the District's service requirement of this Subd. 3. Civil service time worked with City of Saint Paul after July 1, 1996, will be considered a break in District employment.

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, after completion of three (3) full years of consecutive active service in Independent School District No. 625, are eligible to participate in an employer matched Minnesota Deferred Compensation Plan or District-approved 403(b) plan. Upon reaching eligibility, the District will match up to \$50 per paycheck to a maximum of \$500 per year of consecutive active service, up to a cumulative lifetime maximum of \$12,500. Part-time employees working half-time or more will be eligible for up to one half (50%) of the available District match. Approved non-compensatory leave shall not be counted in reaching the three (3) full years of consecutive active service, and shall not be considered a break in service. Time worked in the City of Saint Paul will not be counted toward this three (3)-year requirement.

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

ARTICLE 11. EMPLOYEE BENEFITS (continued)

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:
- 3.2.1 The employee must be fifty-five (55) years of age or older or must be eligible for pension under the "Rule of 90" provisions of the Public Employees Retirement Association (PERA). The "Rule of 85" or the "Rule of 90" criteria shall also apply to employees covered by a public pension plan other than PERA.
- 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, he or she will receive a District contribution to the School District No. 625 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation Pay in an amount equal to \$10 for each hour of accrued, unused sick leave, up to 1,500 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, he or she will receive a District contribution to the School District No. 625 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation Pay in an amount equal to \$8 pay for each day of accrued, unused sick leave up to 1,875 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, he or she will receive a District contribution to the School District No. 625 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation Pay in an amount equal to \$10 pay for each day of accrued, unused sick leave up to 1,500 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 \$15,000.
- 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.

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 his/her 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 his/her former position or to a position to which he/she might have been transferred or assigned prior to the new position, prior to the end of the probationary period.

SECTION 2. New Assignment Probation. An employee who has completed the twelve (12) month original or six (6) month new assignment probationary period and subsequently undertakes a new assignment, in the same class title, will then serve a thirty (30) duty days probationary period, during which the employee may be returned to the previous assignment at the discretion of the Employer, and without recourse to the grievance procedure.

SECTION 3. 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. Seniority will be kept separately for each job class (i.e., Teaching Assistant Class I, Teaching Assistant Class II). 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 in that class or a higher class position. Seniority as a Class I shall not be applicable towards seniority as a Class II. However, promotion to Class II will not count as a break in service for Class I seniority. Seniority does not apply to any employee on probation or who is assigned to work less than three (3) hours per workday.
- 1.1.1 Effective December 18, 2002, “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 “Available for work” means that the employee has, by June 1 in any year, on the proper form, notified the Human Resource Department and the school in which he/she was assigned in the prior school year, of willingness and availability to work in the new school year.
- 1.6 “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.
- 1.7 “Demotion” as used in this Article shall mean a change of assignment following layoff which involves a change from a Class II to a Class I position.
- 1.8 “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.
- 1.9 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.

ARTICLE 13. SENIORITY AND RECALL (continued)

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 eighteen (18) months from the effective date of the layoff.

- 3.1 An employee on layoff shall be considered for District-wide recall to a vacant position within the Seniority Group to which the person was assigned at the time of the layoff. Employees will be recalled in seniority order with the person with the most seniority in that Seniority Group being recalled first.
- 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 he/she was last assigned, notice on the form provided by the District, of his/her intent to be "available for work," and to provide address and telephone information so that he/she 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 eighteen (18)-month recall period.
- 3.5 Teaching assistants working in a Title I school or program must be deemed "highly qualified" by January 8, 2006. 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.

ARTICLE 13. SENIORITY AND RECALL (continued)

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

An employee whose Class II assignment is discontinued by the School District (principal or other administrator) may displace the least senior employee in a Class II position of the same Seniority Group in the same location. If no such Class II "bump" position is available, the Class II employee whose assignment was discontinued will have District-wide recall rights to other Class II vacant positions in that Seniority Group as described in Section 3 of this Article. If no Class II vacant position is available for recall, the Class II employee may displace the least senior Class I employee in a position at that location and in the same Seniority Group as was held by the Class II employee. The employee will retain normal recall rights to Class II vacant positions while in the Class I assignment. An employee shall not be placed in a position for which he/she is not trained, or in the judgment of the 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 left the employ of the School District as a teaching assistant may, upon re-employment as a teaching assistant, have his/her seniority reinstated if all of the following conditions are met:

- 6.1 A written resignation providing two (2) weeks of notice was submitted.
- 6.2 Re-employment occurs within eighteen (18) calendar months of the date of resignation.

The decision to re-employ under these provisions any employee who has left the employ of the District shall be solely at the discretion of the School 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 appropriate to the restored seniority shall apply. 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 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 his/her supervisor regarding proposed discipline. That supervisor shall then provide written notice of the charges to the employee and offer to meet with the employee prior to making a final determination of the proposed discipline. The employee shall have the opportunity to have union representation present and be provided the opportunity to speak on his/her behalf regarding the proposed action. If the employee is unable to meet with the supervisor, the employee and/or union will be given the opportunity to respond in writing.

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.

ARTICLE 16. GRIEVANCE PROCEDURE (continued)

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.

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:

- 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 at the beginning of the pay-period when the school year begins for students as defined by the official District calendar. 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.

- 2.1 In 2004-2005, step advancement shall be effective the beginning of the work year. Advancement eligibility shall be based on time worked and paid in the 2003-2004 school year.
- 2.2 In 2005-2006, step advancement shall be effective the beginning of the work year. Advancement eligibility shall be based on time worked and paid in the 2004-2005 school year.

SECTION 3. In-Service Training. If movement to the next in-service column is earned as the result of completion of training, the increase shall become effective as follows:

- 3.1 If the in-service training course is offered by the School District, pre-approved by the Staff Development Department, and is satisfactorily completed by the affected employee, the new rate shall become effective at the beginning of the next pay period.
- 3.2 If the in-service training course is offered by any other training agency pre-approved by the Staff Development Department, the new rate shall become effective at the beginning of the next pay period after affected employee has:
 - requested approval of the course in writing at least two weeks in advance of taking it, or by phone or fax less than two weeks in advance and
 - satisfactorily completed the course, and
 - requested credit for the hours of training in writing, and
 - provided the Human Resource Department with proper written verification of satisfactory completion of training.

Pre-approval by the Staff Development Department will be based upon the appropriateness of the in-service training to the work tasks assigned to the employee.

ARTICLE 17. WAGES (continued)

SECTION 4. Special Education School Bus Duty

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.

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 \$2.85 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.

SECTION 5. Premium Pay for Special Programs

Employees who work in Federal Setting 3 EBD/Autism programs 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.

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.

ARTICLE 18. TEACHING ASSISTANT CLASSIFICATION (continued)

SECTION 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.

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. 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 20. DURATION OF AGREEMENT

This Agreement shall be in full force and effect from July 1, 2004 through June 30, 2006, 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 2004-2006 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

Negotiations/Employee Relations Manager

Date

Negotiations/Employee Relations
Assistant Manager

Date

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APPENDIX A

SECTION 1. SICK LEAVE FORMULA

- 1.1 Formula. Formula is .05 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 .05 = 27 hours of sick leave--equivalent to 9 days of 3 hours each.)
 - 2) An employee who works four (4) hours per day for 180 days works 720 hours total.
(720 x .05 = 36 hours of sick leave--equivalent to 9 days of 4 hours each.)
 - 3) An employee who works five (5) hours per day for 180 days works 900 hours total.
(900 x .05 = 45 hours of sick leave--equivalent to 9 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 .05 = 54 hours of sick leave--equivalent to 9 days of 6 hours each.)
- 1.2 Effective January 1, 2005, the formula is .05769 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 .05769 = 31 hours of sick leave--equivalent to 10.4 days of 3 hours each.)
 - 2) An employee who works four (4) hours per day for 180 days works 720 hours total.
(720 x .05769 = 42 hours of sick leave--equivalent to 10.4 days of 4 hours each.)
 - 3) An employee who works five (5) hours per day for 180 days works 900 hours total.
(900 x .05769 = 52 hours of sick leave--equivalent to 10.4 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 .05769 = 62 hours of sick leave--equivalent to 10.4 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

2004-2005 School Year
Rate effective first pay period of new school year.
Class I – Teaching Assistant

Class 1				
	STEP	BASE LANE 1	IN-SERVICE +40 HRS LANE 2	IN-SERVICE +80 HRS LANE 3
Step each year on 9/1 if at least 500 hours in previous year.	1	\$10.22	\$10.76	\$11.00
	2	\$10.76	\$11.33	\$11.56
	3	\$11.16	\$12.22	\$12.45
	4	\$11.33	\$13.27	\$13.54
	5	\$11.43	\$14.59	\$15.13

2004-2005 School Year
Rate effective first pay period of new school year.
Class 2 – Teaching Assistant

Class 2				
	STEP	BASE LANE 1	IN-SERVICE +40 HRS LANE 2	IN-SERVICE +80 HRS LANE 3
Step each year on 9/1 if at least 500 hours in previous year.	1	\$10.72	\$11.28	\$11.51
	2	\$11.28	\$11.94	\$12.20
	3	\$11.72	\$12.91	\$13.18
	4	\$11.89	\$14.37	\$14.66
	5	\$12.01	\$15.69	\$16.24

APPENDIX B (continued)

2005-2006 School Year
Rate effective first pay period of new school year.
Class I – Teaching Assistant

Class 1			IN-SERVICE	IN-SERVICE	NEW
	STEP	BASE LANE 1	+40 HRS LANE 2	+80 HRS LANE 3	+120 HRS LANE 4
Step each year on 9/1 if at least 500 hours in previous year.	1	\$10.22	\$10.76	\$11.00	\$11.11
	2	\$10.76	\$11.33	\$11.56	\$11.67
	3	\$11.16	\$12.22	\$12.45	\$12.58
	4	\$11.33	\$13.27	\$13.54	\$13.67
	5	\$11.43	\$14.59	\$15.13	\$15.28

2005-2006 School Year
Rate effective first pay period of new school year.
Class 2 – Teaching Assistant

Class 2			IN-SERVICE	IN-SERVICE	NEW
	STEP	BASE LANE 1	+40 HRS LANE 2	+80 HRS LANE 3	+120 HRS LANE 4
Step each year on 9/1 if at least 500 hours in previous year.	1	\$10.72	\$11.28	\$11.51	\$11.62
	2	\$11.28	\$11.94	\$12.20	\$12.32
	3	\$11.72	\$12.91	\$13.18	\$13.31
	4	\$11.89	\$14.37	\$14.66	\$14.80
	5	\$12.01	\$15.69	\$16.24	\$16.40

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ADDITIONAL INFORMATION

(Not a Part of the Agreement)

MEMORANDUM OF AGREEMENT

Attendance Incentive

Teaching Assistant 2 Seniority Groups

STATEMENT OF INTENT

Improvement Plans

MEMORANDUM OF AGREEMENT

Attendance Incentive

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 define the sick leave attendance incentive for the first part of the 2004-05 school year, after which time the attendance incentive will sunset.

The Parties Agree to the Following:

Teaching Assistants who begin work on the first student contact day after Labor Day on September 7, 2004, and who are in attendance for all scheduled work days through December 17, 2004, will receive a bonus of \$200 to be paid no later than two pay periods following Winter Break.

Attendance for all scheduled workdays excludes absences for which personal leave and/or bereavement leave is used.

This attendance incentive as described above shall be effective during the first part of the 2004-2005 school year and will be discontinued thereafter. This Memorandum will expire on January 1, 2005.

INDEPENDENT SCHOOL DISTRICT
NO. 625

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

Chair, Board of Education

Business Agent

Negotiations/Employee Relations Manager

Date

Negotiations/Employee Relations
Assistant Manager

Date

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 Bush Program-Elementary and Secondary Education Learning Centers Elementary Level 4-5 EBD Elementary PAS Secondary PSD/Mod-Severe MI Secondary PSD Secondary Paired Resource Rooms Elementary Preschool Autism	Federal Setting 3 EBD/Autism Program
Alternative Delivery/Prevention Behavior Management Elementary and Secondary Inclusion Learning Disability Level 4-5 Elementary and Secondary Mild-Mod MI Elementary and Secondary Mod-Severe MI Elementary and Secondary Physical Impaired Elementary and Secondary 3-R Secondary	Inclusion
Deaf/Hard of Hearing Program	Deaf/Hard of Hearing Program
Early Childhood Special Education	Early Childhood Special Education
Vision	Vision

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, 2006, 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

Negotiations/Employee Relations Manager

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 612-378-8714 to arrange for their presence."

"On Track"

A teaching assistant must be "on track" with his/her 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, he/she 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 his/her area superintendent. If a step advancement is withheld beyond twelve (12) months, the employee may utilize the grievance procedure to seek reinstatement of the step.

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