

AGREEMENT

WITH

INDEPENDENT SCHOOL DISTRICT 16

and

LOCAL 125 OF REGION 4 OF UNITED AUTO WORKERS, AFL-CIO

Representing

KIDS CLUB EMPLOYEES

**INDEPENDENT SCHOOL DISTRICT 16
1415 81st AVENUE NE
SPRING ALKE PARK, MINNESOTA 55432**

Effective July 1, 2009 Through June 30, 2011

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AGREEMENT

ARTICLE I PARTIES

- 1.01 **PARTIES:** THIS AGREEMENT is made and entered into by and between Independent School District 16, Anoka County, Minnesota, hereinafter referred to as the "Employer" and Local 125 of Region 4, United Auto Workers, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

- 2.01 **RECOGNITION:** The Employer hereby recognizes the Union as the exclusive representative of all Kids Club employees who are designated as such in Case No. 91-PCE-2135, as follows:

All Out of School Time Managers, Childcare Teachers, Child Care Assistants, and Child Care Aides employed by Community Services/Kids Club of Independent School District 16, Spring Lake Park, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, Sub. 14, excluding supervisory and confidential employees.

ARTICLE III DEFINITIONS

- 3.01 **TERMS AND CONDITIONS OF EMPLOYMENT:** "Terms and conditions of employment" means the hours of employment, the compensation therefor, including fringe benefits except retirement contributions or benefits other than Employer payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the Employer's personnel policies affecting the working conditions of the employees. In the case of professional employees, the term does not mean educational policies of a School District. "Terms and conditions of employment" is subject to Minn. Stat. 179A.07.
- 3.02 **EMPLOYER:** Any reference to the Employer in this Agreement shall mean the School District or its designated officials or representatives.
- 3.03 **OTHER TERMS:** Terms not defined in this Agreement shall have those meanings as defined by P.E.L.R.A.
- 3.04 **APPROPRIATE UNIT:** The Employer hereby recognizes the Union as the exclusive representative of all Kids Club employees as described in Article II hereof.
- 3.05 **MEET AND DISCUSS:** Shall mean the exchange of views between the School District and his/her designee and the Union.
- 3.06 **EMPLOYEE:** The term "employee or employees" shall mean a member of the bargaining unit.

**ARTICLE IV
EMPLOYER RIGHTS**

- 4.01 **INHERENT MANAGERIAL RIGHTS:** The Union recognizes that the 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, the organizational structure, the selection, direction, assignment and number of personnel, and all management rights and management functions not expressly delegated in this Agreement are reserved to the Employer.
- 4.02 **MANAGEMENT RESPONSIBILITIES:** The Union recognizes the right and obligation of the Employer to manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.
- 4.03 **EFFECTS OF LAWS, RULES AND REGULATIONS:** The Union recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the Employer and shall be governed by all lawful rules, regulations, directives, and orders issued by properly designated officials of the Employer, insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement.

**ARTICLE V
EMPLOYEE AND UNION RIGHTS**

- 5.01 **RIGHT TO VIEWS:** Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or the employee's representative to the expression or communication of a view, grievance, complaint on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designated to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the Exclusive Representative.
- 5.02 **RIGHT TO JOIN:** Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the Employer.
- 5.03 **DUES CHECKOFF:** Employees shall have the right to dues check off to the Union, provided that dues check off and the proceeds thereof shall not be allowed any organization that has lost its right to dues check off pursuant to M.S. 179A.01 to 179A.22. Upon receipt of a properly executed authorization card from the employee, the School District shall deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization during the period provided in said authorization. Deductions shall be made each month and transmitted monthly to the Local Union Financial Secretary together with a list of names of the employees from whom deductions were made. The Union agrees to file a dues deduction assignment form with the Employer for each employee prior to such deductions.

- 5.04 **NEW EMPLOYEES:** New employees will be advised of their option to join the Union or pay fair share dues at the time of their hiring. They will be given the name of the Union steward and instructed to contact the steward upon reporting to their respective work site. The local Union steward shall send a list of new employees to the UAW Local 125 Recording Secretary on a monthly basis.
- 5.05 **FAIR SHARE FEE:** Employees who are not members of the Union may be required by said Union to contribute a fair share fee for services rendered by the Union, and the Employer, upon notification by the Union, shall be obligated to check off said fee from the earnings of the employee and transmit the same to the Union each month. It is understood and agreed by the parties that jurisdiction for any dispute arising under the fair share fee law is vested in the Bureau of Mediation Services and therefore such matters shall not be subject to the contracted grievance procedure.
- 5.06 **JOB STEWARDS:** The Employer recognizes the right of the Union to designate, in writing, job stewards and Union committees, elected by the employees, to handle Union business with the School District from time to time.
- 5.07 **BULLETIN BOARD:** The Employer shall provide a bulletin board in a reasonable location for Union notices.
- 5.08 **UNION MEETINGS:** Union membership meetings may be held on the premises of the program site on off-duty hours.
- 5.09 **UNION REPRESENTATIVE VISITS:** The Union's representatives shall be able to visit the program site to confer with employees who are off duty. The representatives shall notify the Employer upon arrival. Such visits shall not interfere with the operation of the program.
- 5.10 **TIME OFF/UNION BUSINESS:** The District will afford reasonable time off, without pay, to elected officers or appointed representatives of the Union to conduct duties of the Union and upon request, provide for leaves of absence to elected or appointed officials of the Union when such business cannot be attended to during off-duty hours.
- 5.11 **MEET AND DISCUSS:** Upon request of the Union, the Employer will meet at reasonable times with the Union, to meet and discuss items of concern, which subject matter is not covered in the terms and conditions of employment as provided in this agreement.

ARTICLE VI HOURS OF SERVICE

- 6.01 **HOURS OF SERVICE:**
- A. **Employment Year:** The employment year for employees shall be as prescribed by the School District. The Kids Club program is considered a twelve-month program.
- B. **Basic Work Week:** The basic work week for employees shall consist of five (5) days (Monday through Friday) and such hours as determined by the School District.

- C. Work Day: The normal work day for employees shall be determined by the School District, including an unpaid duty free lunch period for any employee employed more than six (6) hours per day.
- D. Break: Employees will have a 15-minute paid break for each full four (4) hour shift during the work day as scheduled by the supervisor.

- 6.02 **STARTING/ENDING TIME**: All employees will be assigned starting and ending times as determined by the Employer at the time the employee is hired. If program needs necessitates a change in hours as determined by the Employer, an employee will be given ten (10) working days notice of any permanent change in work hours.
- 6.03 **WORK SCHEDULE**: Revised "E-3" forms which state hours and days of service shall be issued to employees notifying them of work schedule changes.

ARTICLE VII RATES OF PAY

- 7.01 **SALARY 2009-10 AND 2010-2011**: The wages and salaries reflect in Schedule A, attached hereto, shall be part of Agreement for the 2009-2010 contract year and the wages and salaries, attached hereto, shall be part of this agreement for the 2010-2011 contract year. In the event a successor Agreement has not been executed at the time of the expiration of this Agreement, an employee shall be compensated at the status quo rate and step until such time that new Agreement is executed.
- 7.02 **STEP INCREASE STATUS**: Each person who qualifies for a step increase shall be granted a step increase. The Employer reserves the rights to withhold a step increase in individual cases for cause as determined by the Employer. Employer agrees to give the Union thirty (30) days notice of its intention to withhold a step increase prior to July 1.
- 7.03 **STEP ADVANCEMENT**: A new employee shall be hired in the appropriate classification and on such step as agreed between the Employer and the employee dependent upon the Employer's evaluation of the new employee's background and experience. Such an employee shall be eligible for step advancement on July 1, if employed prior to January 1. An employee hired after January 1 shall be eligible for any increase in the starting salary on July 1, but shall not be eligible for step advancement until the following July 1.
- 7.04 **OVERTIME**: Time over forty (40) hours a week shall be paid at the rate of time and one-half (1-1/2) per hour.
- 7.05 **JURY DUTY PAY**: Full-time employees shall be granted by the School District, the difference between their regular pay and jury duty pay if required to serve on jury duty.
- 7.06 **TRANSFERS/PROMOTIONS**: When an employee is promoted from one classification to another, they will not necessarily maintain the current step level, but shall be placed on a step based on knowledge, skill and ability as determined by management.

**ARTICLE VIII
GROUP INSURANCE**

8.01 **MEDICAL - HOSPITALIZATION INSURANCE:** The Employer shall contribute a sum not to exceed \$ 405 per month during 2009-10 and \$ 415 per month during 2010-11 towards the premium for a single coverage for an eligible employee who qualifies for and is enrolled in the Employer's group health and hospitalization plan. Beginning July 1, 2009, the Employer shall contribute a sum not to exceed \$ 430 per month towards the premium for the family coverage.

The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.

8.02 **DENTAL INSURANCE:** Effective July 1, 2009, the district shall contribute a sum not to exceed \$35 per month toward the premium for individual or family coverage for each eligible employee who is enrolled in the dental insurance plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

8.03 **VEBA PLAN CONTRIBUTION:** The District shall contribute sixty-dollars (\$60) per month to a VEBA plan for each full-time eligible Kid's Club employee.

8.04 **LIFE INSURANCE:** The Employer shall provide each eligible employee a \$25,000 term life insurance policy including accidental death and dismemberment. The Employer shall pay the premium for such policy. Individual employees will be permitted to purchase additional coverage at their own expense at such rates and limitations as provided by the carrier and the Employer.

8.05 **INCOME PROTECTION:** The Employer shall contribute 50% of the premium for the purchase of the Employer's group income protection plan for eligible employees participating in the plan. The additional cost of the premium shall be borne by the employee and paid by payroll deduction. However, if an employee chooses not to participate in the Employer's medical-hospitalization insurance program, the Employer shall contribute 100% of the premium cost for this protection plan.

- A. This policy will provide for payment to an employee if the employee is totally disabled and under regular care of a licensed physician as a result of accident or sickness.
- B. Benefits will begin after sixty (60) consecutive days of total disability and the income benefit with total disability shall be equal to 66-2/3% of the basic monthly earnings.
- C. Pre-existing physical and mental conditions are fully covered.
- D. The income benefit shall be reduced by the amount of any benefits payable under Worker's Compensation or similar legislation, such as PERA, Social Security, or any other federal, state or municipal government plan.
- E. The outline of provisions herein is subject to the master policy and if there is a conflict, the terms of the master policy shall govern. For more detailed information on the master policy, an employee should seek this information through the School District office.

- 8.06 **CLAIMS AGAINST THE EMPLOYER:** It is agreed that any description of insurance benefits contained in this Article are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the Employer pursuant to this Article. It is further understood that the Employer's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefit by an insurance carrier.
- 8.07 **DURATION OF INSURANCE CONTRIBUTION:** An employee is eligible for Employer contribution as provided in this Article. Upon termination of employment, all Employer contributions shall cease, effective the last working day. However, any terminated employee may continue coverage in the group plan, at the employee's expense pursuant to Minnesota Statutes.
- 8.08 **ELIGIBILITY:** For purposes of this article, a eligible employee shall be one regularly employed at least thirty (30) hours per week and at least 175 days per year.

ARTICLE IX LEAVES OF ABSENCE

- 9.01 **SICK LEAVE:**
- A. **ACCRUAL:** Eligible employees shall earn one (1) day of sick leave for each month of service, accumulative to 100 days. It is understood that accumulative sick leave days are defined as the employee's average annual workday relating to hours worked.
- B. **ATTENDANCE BONUS:** Employees who work 175 days or more per year or more per year at 6 hours or more per day, have not used unpaid time off, and have not used any sick except for bereavement and worker's compensation, shall receive a \$100 bonus.
- Employees who work 175 days or more per year and less than 6 hours per day, have not used any unpaid time off, and have not used any sick leave except for bereavement and Worker's Compensation, shall receive a \$75 bonus.
- C. **CHANGES NOT RETROACTIVE:** Changes in sick leave earning and accumulation shall not be retroactive.
- D. **MEDICAL CERTIFICATE:** Employees under this provision who have been absent from work five (5) or more consecutive working days because of illness must furnish a physician's certificate of return to good health to their supervisor before they will be permitted to return to work.
- E. **PHYSICALS:** The School District may require at any time a certified physician's statement on the health status of any employee in the unit at the expense of the School District.
- F. **USE OF SICK LEAVE:** Sick leave with pay shall be allowed by the Employer whenever an employee's absence is found to have been due to personal illness, injury or other related medical needs of the employee. An employee may use sick leave for illness of a dependent child (including stepchildren), spouse and parent or legal guardian. The days used are to be deducted from sick leave. The Employer may at any time require an employee to furnish a medical certificate from a qualified physician indicating such absence was due to illness, injury,

or other related medical needs in order to qualify for sick leave pay. In the event that a medical certificate will be required, the employee will be advised.

- G. **SICK LEAVE ACCUMULATION:** An employee's sick leave accumulation shall be listed on the employee's payroll check attachment or electronically.
- H. **SEPERATION PAYMENT OF SICK DAYS:** A full-time employee who has been employed by the district at least fifteen (15) years and is at least 55 years of age, shall receive upon termination of employment, payment of the employee's unused sick leave time up to 600 hours maximum.
- I. **PERSONAL DAY:** An employee who has completed five (5) continuous years of services with the district may use up to two (2) normally scheduled days per year as personal days, providing they are planned at least six (6) working days in advanced. By doing so, an employee will still be eligible for the attendance bonus; if no other sick days were used.

9.02 **USAGE:** An employee may use paid sick leave after one full month of employment.

9.03 **BEREAVEMENT LEAVE:**

- A. Up to five (5) days of sick leave shall be granted for death in the immediate family. The immediate family shall be defined as spouse, children (including stepchildren as defined in 9.01 (F) brother, sister and parents or legal guardian.
- B. Up to three (3) days of sick leave shall be granted for death in the close family. The close family shall be defined as sister, sister-in-law, brother, brother-in-law, steps of the same degree, parents-in-law, grandparents, and grandchildren or deaths of individuals who were of personal significance to the employee,
- C. Days used pursuant to this section shall be deducted per incidence from sick leave. The particular number of days elected under this section shall be subject to the Superintendent's discretion depending upon circumstances surrounding the death.

9.04 **MEDICAL LEAVE:**

- A. An employee who has completed the probationary period and who is unable to perform duties because of illness or injury and who has exhausted all sick leave credit available, or has become eligible for long term disability compensation, shall, upon request, be granted medical leave of absence, without pay, up to six (6) months. The Employer may, in its discretion, renew such a leave.
- B. A request for leave of absence or renewal thereof under this Section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume normal responsibilities.
- C. An employee who fails to comply with the provisions of this Section or who fails to seek a medical leave as provided in this Section shall be terminated by the Employer.
- D. The School District shall comply with the provisions of Family Medical Leave Act.

9.05 **WORKER'S COMPENSATION:**

- A. Upon request of an employee who is absent from work as a result of a compensable injury incurred in the employ of the Employer under the provisions of the Worker's Compensation Act, the Employer will pay the difference between the compensation received pursuant to the Worker's Compensation Act by the employee and the employee's regular rate of pay to the extent the employee's earned accrual of sick leave and/or vacation pay.
- B. A deduction shall be made from the employee's accumulated sick leave or vacation accrual time according to the pro rata portions of days of sick leave or vacation time which is used to supplement worker's compensation.
- C. Such payment shall be paid by the Employer to the employee only during the period of disability.
- D. In no event shall the additional compensation paid to the employee by virtue of sick leave or vacation pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.
- E. Employees who are absent from work as a result of an injury compensable under the Worker's Compensation Act who elect to receive sick leave or vacation pay pursuant to this policy shall show the worker's compensation check to the Employer prior to receiving payment from the Employer for their absence.
- F. Any employee who has experienced any loss of work time due to a worker's compensation injury must report to the personnel office within 36 hours after returning to their assignment.

9.06 **CHILD CARE LEAVE:**

- A. The School District shall grant upon request of the employee a child care leave, without pay, to one parent of a pre-school age child, natural or adopted, subject to the provisions of this section. For purposes of this section, the term child care shall include but not be limited to the period of time when an employee is pregnant.
- B. In the event of pregnancy, an employee may continue her duties until the onset of the disability and thereafter utilize sick leave with pay during the period of disability. Thereafter, the employee may request a child care leave. However, if the employee requests a child care leave prior to the onset of disability, such child care leave shall be in effect from the date of commencement through the period of child birth and recovery.
- C. A pregnant employee shall notify the personnel office in writing not later than the end of the sixth month of pregnancy, and also at such time, provide a physician's statement indicating the estimated date of delivery of the child.
- D. An employee may take an unpaid child care leave of up to twelve (12) months. The commencement and return date of child care leave shall be determined by mutual agreement between the employee and the Superintendent or his/her designee; taking into account the continuity of the instructional program and the desire of the employee.
- E. In approving a child care leave of absence, the School District shall not be required to grant any unpaid leave more than twelve (12) months in duration or permit the employee to return to her employment prior to the date designated in the approved child care leave.

- 9.07 **MILITARY LEAVE**: Military leave shall be granted pursuant to applicable law.
- 9.08 **GENERAL LEAVE**: Upon written request to the immediate supervisor, an unpaid general leave of absence may be granted to an employee with a minimum of two (2) years of service in the School District. The granting of such leave shall be solely at the discretion of the School District and the employee shall be entitled to return to work on the date specified in the leave of absence.
- 9.09 **INSURANCE APPLICATION**: An employee on leave under Sections 4, 5, 6, 7 and 8 of this Article is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs commencing with the beginning of the leave. It is the responsibility of the employee to make arrangements with the payroll office to pay to the Employer the monthly premium amounts in advance and on such date as determined by the Employer.
- 9.10 **EXPERIENCE CREDIT**: An employee on leave under Sections 4, 5, 6, 7 and 8 of this Article shall retain such amounts of experience credit for pay purposes and other accrued benefits, if any, which had been accrued at the time the leave commenced and for use upon the employee's return. No additional experience credit for pay purposes or other benefits shall accrue for the period of time that an employee is on leave under this section.
- 9.11 **SENIORITY**: For purposes of seniority standing, any employee on leave, pursuant to this Article, shall continue to accrue seniority, during such leaves of absence.
- 9.12 **LESS THAN EIGHT-HOUR EMPLOYEES**: An employee employed less than eight (8) hours per day shall accrue leave days proportionate with their workday.
- 9.13 **ELIGIBILITY**: For purposes of this Article, an eligible employee shall be one regularly employed at least 17 hours per week and 950 hours per year.

ARTICLE X VACATIONS

- 10.01 **ACCRUED VACATIONS**: Eligible employees shall accrue vacation at the rate of 5/6 of a day for each month of service. When an eligible employee completes five (5) years of service employee shall accrue vacation at 5/4 of a day for each month of service (15 days, per year).
- 10.02 **PARTIAL YEAR EMPLOYMENT**: If an employee resigns before completing six (6) months of service, said employee shall not be entitled to any vacation pay and if any salary was paid for any vacation days taken, the total amount shall be deducted from the employee's final check.
- 10.03 **VACATION USAGE**: Vacation usage shall be based upon employee request and approval by the School District consistent with the needs of the program. Normally an employee shall not be permitted to use vacation until after completion of six (6) months of service, except as otherwise approved by the Employer. Vacation accrued in one contract year must be used no later than the end of the following contract year.
- 10.04 **LESS THAN EIGHT HOUR EMPLOYEES**: An employee employed less than eight hours per day shall accrue vacation days proportionate with their work day.

10.05 **ELIGIBILITY:** For purposes of this Article, an eligible employee shall be one regularly employed at least 17 hours per week and 950 hours per year.

ARTICLE XI HOLIDAYS

11.01 **PAID HOLIDAYS:** Eligible employees shall receive holiday pay for the following twelve (12) holidays:

- | | |
|---------------------|--|
| 1. New Year's Day | 6. Thanksgiving Day |
| 2. Good Friday | 7. Day After Thanksgiving |
| 3. Memorial Day | 8. Christmas Day |
| 4. Independence Day | 9. One (1) Floating Holiday |
| 5. Labor Day | 10. Three (3) days to be specified by
the Employer (could be designated as floating holidays) |

Holiday usage shall be based upon employee request and approval by the School District consistent with the needs of the program.

11.02 **SCHOOL IN SESSION:** The Employer, however, reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof with the understanding that eligible employees under this Article will not lose the number of holidays because of rescheduling. Any contracted holiday that falls within an employee's vacation period shall not be counted as a vacation day.

11.03 **WEEKENDS:** Holidays that fall on weekends will be observed on a day established by the Employer.

11.04 **APPLICATION:** In order to be eligible for holiday pay, an employee must have worked a regular work day before and after the holiday unless said employee was on excused illness or on vacation leave under these provisions.

11.05 **LESS THAN EIGHT-HOUR EMPLOYEES:** An eligible employee employed less than eight (8) hours per day shall accrue holidays proportionate with their scheduled workday.

11.06 **ELIGIBILITY:** For purposes of this Article, an eligible employee shall be one regularly employed at least 17 hours per week and 950 hours per year.

ARTICLE XII DISCIPLINE / DISCHARGE AND PROBATIONARY PERIODS

12.01 **PROBATIONARY PERIOD:** Any employee under the provisions of this Agreement shall serve a probationary period of 90 duty days (work days) of service in the School District during which time the School District, shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is

concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated.

- 12.02 **PROBATIONARY PERIOD/CHANGE OF CLASSIFICATION:** A probationary employee may be reclassified to a higher step at the end of the probationary period. The placement of probationary employees on the salary schedule is a management right and is not subject to the grievance procedure.
- 12.03 **COMPLETION OF PROBATIONARY PERIOD:** An employee who has completed the probationary period may be suspended without pay or discharged only for cause. An employee who has completed the probationary period and is suspended without pay or discharged shall have access to the grievance procedure.
- 12.04 **PROGRESSIVE DISCIPLINE:** The School District shall utilize the principle of progressive discipline as appropriate and applicable, including the issuance of oral and written reprimands when appropriate.

ARTICLE XIII POSTING OF VACANICIES

- 13.01 **INTERNAL POSTING OF VACANIES:** All permanent vacancies and new positions will be posted internally for a minimum of five (5) working days on a designated bulletin board located at each site. A permanent vacancy is defined as one lasting more than six (6) months. A position may be filled temporarily pending completion of posting and application procedures.
- 13.02 **APPLICATION FOR VACANCIES:** All employees under this Agreement, including those on lay off status, may submit application in writing for any vacancy which is posted pursuant to this Article. Vacancies will be posted no later than the same date that any outside advertising of positions occurs.
- 13.03 **FILLING OF VACANCIES:** In filling a vacancy within the appropriate unit, the Employer shall first consider the application of qualified employees of the unit who have made application. Determination and assessment of qualifications shall be as determined by the Employer. In cases of promotion, the seniority of the employee shall be considered and applied along with other relevant factors. If qualifications are substantially equal, as determined by the Employer, the senior employee shall be given preference. An unsuccessful candidate may seek review of the matter providing a written appeal is made to the Superintendent or designee within ten (10) days after notice has been posted. However, the decision of the Employer shall be final and binding and such decision shall not be subject to the grievance procedure.
- 13.04 **ADMINISTRATIVE TRANSFERS:** Seniority and posting shall not apply in a lateral transfer involving permanent employees. Transfer of this nature will be discussed with the Union prior to final disposition.
- 13.05 **MAILED NOTICES:** Employees of the unit desiring to be personally notified of any vacancies that are occurring within the unit may provide a stamped, self-addressed envelope. If the Personnel Office of the School District is provided with such an envelope on file when a vacancy is posted, the School District will automatically forward the vacancy notice to the employee.

13.06 **NOTICE OF FILLING OF VACANCY:** Notice of the candidate selected to fill a vacancy shall be provided the to unit steward.

ARTICLE XIV SENIORITY

14.01 **RECOGNITION:** The parties recognize the principle of seniority in the application of this Agreement within classification and qualifications concerning reduction in force and recall.

14.02 **DATE:** The Employer shall promulgate an employee seniority list, by classification, during January of each year. A new employee who is continued on the payroll after completing the probationary period shall be placed on the seniority list as of the first date of employment. If more than one is employed on the same date, seniority ranking shall be determined by lot. Seniority shall mean the length of continuous service and shall be cumulative only within this bargaining unit. Seniority rights shall apply only within the employee's classification; an employee appearing on the seniority list in one classification shall have no rights concerning lay off or recall concerning a position in another classification, except as otherwise provided in Section 14.04.

14.03 **RETENTION:** Employees who leave this unit but remain in the employ of the School District will retain seniority accrued while a member of the unit but will not accrue additional seniority until returning to the unit. Such accrued seniority rights may be exercised to return to the bargaining unit only if their non-unit position with the Employer has been eliminated.

14.04 **LAY OFF:** In the event the Employer determines to reduce positions, employees shall be laid off in inverse order of seniority by classification. A senior employee shall not be placed on lay off while a junior employee occupies a position with the same or lower classification, providing the senior employee has the qualifications to satisfactorily perform the job.

14.05 **REHIRING:** The Employer, upon recall, shall do so in seniority order within classification and qualification. Under no circumstances shall the Employer hire from the open market while employees are on the recall list and qualified, as determined by the School District, to perform the duties of the vacant position. An employee shall be eligible for recall only within the classification from which the employee was laid off pursuant to this Article.

A. An employee on lay off shall retain their seniority and right to reinstatement consistent with the terms of this Article for a period of one (1) year after the date of lay off. An employee on lay off for more than one (1) year shall forfeit all rights under this Agreement.

B. An employee shall be terminated and shall forfeit seniority if the employee fails to return to an offered position for which the employee is qualified, which is substantially equal to the employee's most recent classified position in the School District, within ten (10) days after being recalled by certified mail, or recalled through personal service unless due to verifiable illness or accident. The Employer may require substantiating proof of illness or accident. It is the responsibility of the employee on lay off to keep the School District advised of current mailing address.

ARTICLE XV

GRIEVANCE PROCEDURES

- 15.01 **GRIEVANCE DEFINITION:** A "grievance" shall mean an allegation by an employee alleging injury as a result of a dispute or disagreement between an employee and Employer.
- 15.02 **REPRESENTATIVE:** The employee or Employer may be represented during any step of the procedure by any person or agent designated by the parties to the Agreement to act in their behalf.
- 15.03 **DEFINITIONS AND INTERPRETATIONS:**
- A. **Extension:** Time limits specified in this Agreement may be extended by mutual agreement of the parties.
 - B. **Days:** Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined, as all weekdays not designated as holidays in this contract.
 - C. **Computation of Time:** In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday or a legal holiday.
 - D. **Filing and Postmark:** The filing or service of any notice of document herein shall be timely if it is personally served or if it bears a certified postmark of The United States Postal Service within the time period.
- 15.04 **TIME LIMITATION & WAIVER:** Grievances shall not be valid for consideration unless the grievance is submitted in writing to the District's designee, setting forth the facts and the specific provisions of the Agreement allegedly violated and the particular relief sought within ten (10) days after the date of the event giving rise to the grievance occurred, or after the date the employee should have had knowledge through the use of reasonable diligence. Failure to file a grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time period hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the Employer's designee.
- 15.05 **DESIGNATION OF EMPLOYER REPRESENTATIVE:** It shall be the duty of the Employer to post notice of the Employer representative designated to handle grievances at any particular level. If the Employer fails to post such notice, the Union may serve any notices required by the grievance procedure on the Personnel Director.
- 15.06 **ADJUSTMENT OF GRIEVANCE:** The Employer and/or designee and the Union shall attempt to adjust all grievances, which may arise during the course of employment of any employee in the following manner:
- A. **Level I:** If the grievance is not resolved, through informal discussions, between the employee and the employee's supervisor, the supervisor shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

- B. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of schools, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties involved.
- C. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after the meeting; the School Board shall issue its decision in writing to the parties involved. The School Board, or its designee, or a committee or representative(s) of the Board may be designated by the Board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.

15.07 **SCHOOL BOARD REVIEW**: The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notify the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this Section, the School Board reserves the right to affirm, reverse, or modify such decision.

15.08 **DENIAL OF GRIEVANCE**: Failure by the Employer or its representative to issue a decision within the time periods provided herein, including observance of dates and times of meeting, shall constitute a denial of grievance and the employee may appeal to the next level.

15.09 **ARBITRATION PROCEDURES**: In the event that the Union and the Employer are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein.

- A. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved employee and such request must be filed in the office of the Superintendent within ten (10) days following the decision in Level III of the grievance procedure.
- B. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions of this Article except if otherwise agreed by the parties.
- C. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the B.M.S.(Bureau of Mediation Services), to appoint an arbitrator, pursuant to M.S. 179A.21, Sub. 2, providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within thirty (30) days after receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the B.M.S. within the time periods provided herein shall constitute a waiver of the grievance.
- D. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit

evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be on the merits of the original grievance.

- E. Decision: The decision by the arbitrator shall be rendered in writing and shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by the P.E.L.R.A.
- F. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally the expenses and fees of the arbitrator. The parties shall share equally any other fees and expenses and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. The requesting party shall pay the full cost of transcribing or recording of the proceedings and transcript copy. If both parties request a transcript or recording, the cost shall be equally shared. If the second party orders a transcript after the first party has paid for transcribing and recording, the second party shall also reimburse the first party for one-half (1/2) of those costs incurred, in addition to paying for the transcript copy.
- G. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall the arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein.

15.10 **FORM**: A form that must be used for filing of grievances shall be provided by the School District (Attachment C).

ARTICLE XVI DURATION

16.01 **TERMS AND REOPENING NEGOTIATIONS**: This agreement shall remain in full force and effect for a period commencing on its date of execution through June 30, 2011 and thereafter pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, 2011, it shall give written notice of such intent no later than May 1, 2011.

16.02 **EFFECT**: This Agreement constitutes the full and complete Agreement between the School District and the exclusive representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices, or prohibit the School District from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

- 16.03 **FINALITY**: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this agreement except by mutual Agreement of the parties.
- 16.04 **SEVERABILITY**: The provisions of this Agreement shall be severable, and if any provisions thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provision of this Agreement or the application of any provision thereof.

IN WITNESS WHEREOF, the parties have executed this agreement as follows:

For:
UAW Local 125
2515 Wabash Ave. Street LL1
St. Paul, MN 55114

For:
Independent School District 16
8000 Highway 65 NE
Minneapolis, MN 55432

Helen Rapoport - Representative

Colleen Vranish - School Board

Robert Schleicher - Representative

School Board Clerk

Rob McKenzie – Representative

Dated this day _____, 2009

Dated this day _____, 2009

SALARY SCHEDULE 'A'

KIDS CLUB SALARY SCHEDULE

2009-10

CLASS STEP	A-1-2	A-1-3	B-2-2	B-2-3
1	\$ 11.58	\$ 12.85	\$ 15.26	\$ 15.76
2	\$ 11.92	\$ 13.24	\$ 15.72	\$ 16.22
3	\$ 12.29	\$ 13.63	\$ 16.20	\$ 16.70
4	\$ 12.66	\$ 14.04	\$ 16.69	\$ 17.19
5	\$ 13.04	\$ 14.46	\$ 17.18	\$ 17.68
6	\$ 13.43	\$ 14.89	\$ 17.70	\$ 18.20

2010-11

CLASS STEP	A-1-2	A-1-3	B-2-2	B-2-3
2	\$ 11.92	\$ 13.24	\$ 15.72	\$ 16.22
3	\$ 12.29	\$ 13.63	\$ 16.20	\$ 16.70
4	\$ 12.66	\$ 14.04	\$ 16.69	\$ 17.19
5	\$ 13.04	\$ 14.46	\$ 17.18	\$ 17.68
6	\$ 13.43	\$ 14.89	\$ 17.70	\$ 18.20
7	\$ 13.73	\$ 15.19	\$ 18.00	\$ 18.50

After completion of 5 full years of service, employees shall receive a "one time bonus" of \$ 100.
After completion of 10 full years of service, employees shall receive a "one time bonus" of \$ 250.
After completion of 15 full years of service, employees shall receive a "one time bonus" of \$ 350.
After completion of 20 full years of service, employees shall receive a "one time bonus" of \$ 500.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 16, Community Education Department (hereinafter referred to as the School District) and UAW Local 125 (hereinafter referred to as the Union), representing the Kids Club childcare workers of the School District as follows:

1. Jennifer McCullough shall retain her seniority and right to reinstatement consistent with the terms of Article 14.05A for the duration of the 2009-2011 Agreement. All other language under Article 14.05 applies per the Master Agreement.

2. Bernell Huver shall retain her seniority and right to reinstatement consistent with the terms of Article 14.05A for the duration of the 2009-2011 Agreement. All other language under Article 14.05 applies per the Master Agreement.

This Memorandum of Understanding shall be in full force and effect from the period of execution of this document through June 30, 2011, and thereafter as long as the collective bargaining agreement between the two parties is in effect pursuant to the P.E.L.R.A.

UAW Local 125 – Kids Club
2515 Wasbash Ave. Street LL1
St. Paul, MN 55114

INDEPENDENT SCHOOL
DISTRICT No. 16
8000 Highway 65 NE
Minneapolis, MN 55432

Helen Rapoport - Representative

Colleen Vranish - School Board Chair

Robert Schleicher - Representative

School Board Clerk

Rob McKenzie – Representative

Dated: _____, 2009

Dated: _____, 2009

ATTACHMENT C

**GRIEVANCE REPORT FORM
INDEPENDENT DISTRICT NO. 16**

NAME: _____ **BUILDING** _____

GRIEVANCE OCCURRED: (Date): _____

STATEMENT OF FACTS:

SPECIFIC PROVISIONS OF AGREEMENT ALLEGEDLY VIOLATED:

PARTICULAR RELIEF SOUGHT:

Signature of Grievant

Date

**Copies to: Superintendent
Supervisor
Personnel**