

AGREEMENT

Between

INDEPENDENT SCHOOL DISTRICT 12
CIRCLE PINES, MINNESOTA

And

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

Representing

KIDS CLUB EMPLOYEES

July 1, 2021 through June 30, 2023

TABLE OF CONTENTS

	PAGE
ARTICLE I PURPOSE	4
ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE	4
ARTICLE III DEFINITIONS	4
ARTICLE IV SCHOOL BOARD RIGHTS	5
ARTICLE V EMPLOYEE RIGHTS	5
ARTICLE VI WORKDAY AND WORK YEAR	7
ARTICLE VII NON-APPLICABLE	7
ARTICLE VIII RATES OF PAY	7
ARTICLE IX HOLIDAYS	8
ARTICLE X GROUP INSURANCE	9
ARTICLE XI LEAVE OF ABSENCE	10
ARTICLE XII MATCHING CONTRIBUTIONS	14
ARTICLE XIII VACATION	14
ARTICLE XIV GRIEVANCE PROCEDURE	15

ARTICLE XV NON-APPLICABLE	18
ARTICLE XVI NON-APPLICABLE	18
ARTICLE XVII DISCIPLINE DISCHARGE/PROBATIONARY PERIOD/POSTING	18
ARTICLE XVIII NON-APPLICABLE	20
ARTICLE XIX DURATION	20
MEMORANDUM OF UNDERSTANDING	22
SCHEDULE A	23

ARTICLE I PURPOSE

Section 1. Parties: THIS AGREEMENT is entered into between the School District of Independent School District 12, Circle Pines, Minnesota (hereinafter referred to as the School Board or School District) and the United Auto Workers, and its Local 125, (hereinafter referred to as the Exclusive Representative or Union) pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as the P.E.L.R.A.) to provide the terms and conditions of employment for secretarial and clerical employees during the duration of this Agreement.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A., the School District recognizes the United Auto Workers, and its Local 125, as the Exclusive Representative for all on-site Kids Club employees, who are public employees of Independent School District #12 within the meaning of Minn. Stat. §179A.03, Subd. 14, excluding supervisory and confidential employees.

Section 2. Appropriate Unit: The Exclusive Representative shall represent all such employees of the District contained in the appropriate unit as defined in Article III, Section 2, of this Agreement and the P.E.L.R.A., and in certification by the Director of Mediation Services, if any.

ARTICLE III DEFINITIONS

Section 1. Terms and Conditions of Employment: Terms and conditions of employment shall mean the hours of employment, the compensation therefore, including fringe benefits, except retirement contributions or benefits, and the Employer's personnel policies affecting the working conditions of the employees.

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the appropriate unit shall consist of all Kids Club employees employed by the School District, but excluding confidential employees, supervisory employees, part-time employees whose services do not exceed fourteen (14) hours per week or 35% of the normal work week in the employee bargaining unit, and employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year and emergency employees.

Section 3. Definition: Any reference to the School Board or School District in this Agreement shall mean the School Board or its designated officials or representatives.

Section 4. Full-Time Employee: A full-time employee shall be all employees that are regularly scheduled to work thirty (30) hours per week or more.

Section 5. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights: The Exclusive Representative recognizes that the School Board 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 and selection and direction and number of personnel and all management rights and management functions not expressly delegated in this Agreement are reserved to the School Board.

Section 2. Management Responsibilities: The exclusive representative recognizes the right and obligation of the School Board to efficiently 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.

Section 3. Effect of Laws, Rules and Regulations: The parties recognize that all employees covered by this Agreement shall perform the services and duties prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives and orders, issued by properly designated officials of the School District, insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the School Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State.

ARTICLE V EMPLOYEE RIGHTS

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is

not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the Association.

Section 2. Right to Join: The School Board recognizes the right of employees to form and join labor or employee organizations. New employees shall be advised by the School District of their option to join the Union or pay fair share dues at the time of their hiring. The School District shall notify the Union representative of any new hires within two weeks of the hire date.

Section 3. Request for Dues Check Off: Employees shall have the right to request and be allowed dues check off for the Exclusive Representative. Upon receipt of a properly executed authorization card of the employee involved, the School District will 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 to the Exclusive Representative together with a list of names of the employees for whose pay deductions were made.

Section 4. Meet and Discuss: Upon request of the Union, the School District will meet at reasonable times with the Union to discuss items of concern, other than terms and conditions of employment covered by this Master Agreement.

Section 5. Union Rights:

Subd. 1. The School District 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.

Subd. 2. The Employer shall provide a bulletin board in a reasonable location for Union notices.

Subd. 3. Union membership meetings may be held on the premises of the program site on off-duty hours.

Subd. 4. The Union's representatives may visit the program sites to confer with employees outside of the workday, provided the representative notifies the site supervisor in advance of the visit. Such visits shall not interfere with the operation of the program.

Subd. 5. The School District shall afford reasonable time off without pay to elected officers or appointed representatives of the Union to conduct Union business as required under PELRA.

ARTICLE VI WORK WEEK AND WORK YEAR

Section 1. Full-Time Employees: A regular work week for full-time employees shall consist of thirty (30) hours per week or more, inclusive of a thirty (30) minute lunch period.

Section 2. Part-Time Employees: The School District reserves the right to employ such part-time personnel as deemed necessary and desirable.

Section 3. Starting Times: Starting times shall be determined by the School District.

Section 4. Work Year: The employee's work year shall be as prescribed by the School District. The total days for which an employee is employed shall include workdays, and if eligible, personal days, holidays, vacation and sick leave days as provided herein. The work year for Kid's Club Workers, Assistant Site Managers and Site Managers will be July 1 through June 30. Workdays will be as scheduled by the supervisor. The work year for Pre-School Teachers will be workshops before school starts, student contact days and 3 additional days of workshops to be determined by the Director of Community Education.

Section 5. Reduction of Regular Scheduled Hours: If the scheduled hours of a full-time employee are to be reduced the request to reduce the hours will be submitted to the Director of Human Resources. The decision of the Director of Human Resources will be communicated to the employee and to Kid' Club Supervisor.

ARTICLE VII NON-APPLICABLE

ARTICLE VIII RATE OF PAY

Section 1. Effective Dates: The wages and salaries reflected herein shall be a part of this Agreement during its duration and shall be effective as provided herein.

Section 2. Rates of Pay: Hourly rates of pay are defined in the schedule included as Attachment A. Pay will be distributed semimonthly and will be based on actual hours in the previous semimonthly period.

Section 3. Overtime: Any time worked in excess of forty (40) hours per week shall be paid at one and a half (1.50) times the employee's regular rate of pay. Compensatory time may not be substituted for any portion of overtime pay.

Section 4. Kids Club Closing: In the event that Kids Club is closed for an emergency and the employees are not required to perform services, the employees' compensation shall not be reduced. If the School Board determines that those same days need to be made up, Kids Club employees must make up the days without pay.

Section 5. An Employee Substituting for an Employee Holding the Same Position: If the substituting will cause the employee to exceed forty (40) hours in a normal work week, the employee may not substitute for another employee no matter the substitute rate of pay.

ARTICLE IX HOLIDAYS

Section 1. Paid Holidays:

Full-time employees shall be granted the following eleven (11) paid holidays:

1. New Year's Eve
2. New Year's Day
3. President's Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Thanksgiving Day
9. Day After Thanksgiving Day
10. Christmas Eve Day
11. Christmas Day

Section 2. Holiday Schedule: The holiday schedule will be posted in advance for the coming school year.

Section 3. Weekends: Holidays that fall on weekends may be observed on a day established by the School Board.

Section 4. School In Session: The School District reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof. Any legal holiday or holiday which falls within an employee's vacation period shall not be counted as a vacation day.

Section 5. Eligibility: In order to be eligible for holiday pay, an employee must have worked his/her regular workday before and after the holiday unless he/she is on excused illness, leave, or on vacation under these provisions.

Section 6. Application: This Article shall apply only to regular full-time employees, regularly employed at least thirty (30) hours per week.

Section 7. Employees will be paid based on the number of hours they are scheduled to work at the time of the holiday. Example: (if the employee's regular working hours is 10 hours/day, the employee will be paid 10 hours for the holiday).

ARTICLE X GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School Board.

Section 2. Medical-Hospitalization Insurance: Effective July 1, 2021 through December 31, 2021 the School District shall contribute \$853.00 towards the cost of the premium for the medical-hospitalization plan for all full-time regularly employed Pre-School Teachers, Managers and Assistant Managers who qualify for and are enrolled in the group medical-hospitalization plan. Effective January 1, 2022 through December 31, 2022, the School District shall contribute a 4% increase but no more than \$887.00 towards the cost of the premium. Effective January 1, 2023 through June 30, 2023, the School District shall contribute a 2% increase but no more than \$905.00 towards the cost of the premium. Eligible employees must regularly work thirty (30) hours or more per week and be on payroll for a minimum of 135 days per year to be eligible for a School District contribution. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.

The School District will allow all Kid's Club Workers that work twenty-five (25) hours or more per week on a regular basis the opportunity to participate in the health and hospitalization insurance program, if the School District's health and hospitalization carrier permits such participation. Kid's Club Workers working a minimum of 30 hours per work shall be entitled to a district contribution towards the cost of the health insurance premium of \$372.00 per month effective July 1, 2021 through December 31, 2021 and a 4% increase but no more than \$387.00 effective January 1, 2022 through December 31, 2022. Effective January 1, 2023 through June 30, 2023, the School District shall contribute a 2% increase but no more than \$395.00 towards the cost of the premium. Kid's Club Workers that are eligible and enrolled in the group health and hospitalization plan working more than 25 hours but less than 30 hours per week shall be required to pay the entire premium by payroll deduction.

Section 3. Dental Insurance: The School District will contribute \$32.00 each month toward the cost of the premium for the dental plan for each full-time regularly employed Managers and Assistant Managers who qualify for and are enrolled in the group dental plan as listed in this

subdivision. Eligible employees must regularly work thirty (30) hours or more per week and be on payroll for a minimum of 135 days per year to be eligible for a School District contribution. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.

Section 4. Income Protection Plan: The School District will pay \$16.00 each month towards the cost for each full-time and part-time employee employed by the School District toward the purchase of an income protection plan. All eligible full-time and part-time employees shall be required to participate in the income protection policy plan. For purposes of this section only, eligible employees shall be defined as working fifteen (15) hours or more during a regular work week.

Section 5. Life Insurance: The School District will provide a \$50,000 term insurance policy for each full-time employee working 30 hours per week or more. The School District will provide a \$10,000 term insurance policy for part time employees working at least 15 hour but less than 30 hours. All eligible full-time and part-time employees shall be required to participate in the policy plan.

Section 6. Claims Against the School District: The parties agree 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 School District pursuant to this Article. It is further understood that the School District'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 benefits by an insurance carrier.

ARTICLE XI LEAVE OF ABSENCES

Section 1. Sick Leave:

Subd. 1. Employees shall earn sick leave at the rate of one day for each month of service in the employ of the School District. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the employee's work year. An employee shall normally earn twelve (12) days per year.

Subd. 2. Unused sick leave days may accumulate to a maximum credit of one hundred thirty (130) pro-rated days of sick leave per employee.

Subd. 3. Sick leave pay shall be allowed by the School Board whenever an employee's absence is found to have been due to illness which prevented his/her attendance at school and performance of duties on that day or days.

Subd. 4. The Director of Human Resources may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay.

Subd. 5. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 6. Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Subd. 7. Sick leave pay shall be approved only upon of a request through the district leave request process.

Subd. 8. An employee who is injured on the job in the service of the School District and collecting compensation insurance is eligible to draw sick leave pay and receive full salary from the School District, his/her salary shall be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance shall be deducted from his/her sick leave.

Donation of Paid Sick Leave or Paid Personal Leave

Subd. 1. Purpose. The purpose of this section is to provide employees the opportunity to voluntarily donate paid personal or sick leave to employees that have been diagnosed with a catastrophic illness.

Subd. 2. Eligibility. In order to be eligible to receive donated paid personal or sick leave, the employee must meet all of the following criteria:

1. Diagnosed by a physician with a catastrophic (life threatening) illness. The physician must sign and date a statement describing the illness. The statement must accompany a written request to the director of human resources for donated paid personal or sick leave as well as permission for the school district to make the employee's name public to the faculty.
2. Exhausted all earned paid leaves of absence including paid vacation, personal days, and sick leave days.
3. Approved by the school district's long-term disability group insurer to receive long-term disability payments.

Subd. 3. Donation.

1. Notification. Upon receipt of an eligible employee's request for donated personal or sick leave, the human resources office will communicate the request including the employee's name to the unit members. The notification will not include any details regarding the diagnosis or prognosis of the illness but simply state that the employee is eligible.

2. Donated Days. Employees may donate unused paid personal leave or earned unused sick leave. The maximum number of annual total donated days may not exceed 3 days. A day shall be defined as 6 hours at \$15/hour for a total maximum value of \$270. Donated days will be deducted in whole, not partial days.

3. Status of Donated Days. Once donated time has been transferred to the recipient, the donor has no rights to that time for any reason and the time will be treated as if the donor utilized the time. Donated days will be accepted in the order that the requests for donation are received in the human resources office. If donated days exceed the maximum allowable days for the recipient, days will be credited back to employees donating days in the reverse order received - i.e., the last donations received will be credited back first.

4. Payment for Donated Days. The maximum number of days for which a recipient will be eligible for payment will be the regular working days during the 90 day long-term disability eligibility period less the number of days the employee was working or on paid leave from the onset of the catastrophic illness. The school district's long-term disability insurer will determine the onset of the catastrophic illness. The value of each day to be paid directly to the recipient shall be as defined in Subd. 3, 2 multiplied by the total number of eligible days. The total payments shall be evenly divided by the total number of pay periods remaining in the 90 days window and paid on regular paydays.

Section 2. Bereavement Leave:

Subd. 1. Up to five (5) days with full pay shall be allowed for absence due to death of a member of the employee's immediate family or the employee's spouse's immediate family.

Subd. 2. The immediate family is defined as father, mother, sister, brother, spouse, son, daughter, stepchildren, grandparents, grandchildren, aunts, uncles, nieces, nephews, domestic partners and domestic partner's family. Domestic partner shall mean a person who is neither married nor related by blood or marriage to the employee, lives

together with the employee in the same residence and intends to do so indefinitely, and is responsible with the employee for each other's welfare.

Section 3. Personal Leave:

Subd. 1. Employees who regularly work thirty (30) hours or more each week shall be granted a maximum of two (2) personal leave days per fiscal year, non-accumulative. The days shall be requested in advance consistent with school district procedures.

Notwithstanding the criteria in Subdivision 2 below, the school district reserves the right to deny personal leave requests to ensure adequate staffing.

Subd. 2. Two days of personal leave shall be granted by the school district if the following criteria are met:

1. Requests for personal leave must be made through the district approved leave request process to the office of Human Resources at least five (5) working days in advance, except in cases of emergency. The employee will receive a response within three (3) days after receipt of the request for leave. If the request is denied, the response shall include reasons for the denial. The School District reserves the right to refuse to grant such leave if, under the circumstances involved, the School District determines that such leave should not be granted.
2. Personal leave shall not be used for the conduct of or participation in the business of the Exclusive Representative.
3. Personal leave may not be used for purposes of appearing before a court, grievance arbitrator or any other proceedings in which the petitioner for personal leave is a participant individual or through membership in an organization in any action against the School District.

Section 4. Family Care Leave: Use of sick leave with pay to care for family members who are ill or injured will be granted in accordance with Minn. Stat. § 181.9413 as amended. Family members covered by Minn. Stat. § 181.9413 include minor and adult children, a spouse, sibling, parent, grandparent, or stepparent. Leave can be used no more than 160 hours in any 12-month period. Any amendments to the definition of family members covered by Minn. Stat. § 181.9413 shall be incorporated into the Master Agreement upon the effective date of the amendment.

Section 5. Jury Duty: Leave of absence for jury duty will be granted by the School District for jury duty service and an employee will receive his/her regular rate of pay but must assign to

the School District such compensation as he/she receives for serving on jury duty (excluding expense allowance).

Section 6. Unpaid Leave:

Subd. 1. Unpaid leaves may be approved at the discretion of the Superintendent or his/her designee.

Subd. 2. All requests for unpaid leaves must be submitted to the Superintendent or his/her designee at least one (1) week in advance of the leave date.

Subd. 3. No more than one (1) employee per building will be granted an unpaid leave for the same workday(s).

Subd. 4. Unpaid leave requests for more than thirty (30) consecutive working days must be submitted to the School Board for their consideration. It is the employee's responsibility to submit his/her requests to the Superintendent or his/her designee at least one (1) week in advance of the next regularly scheduled School Board meeting.

Subd. 5. The employee must have exhausted all paid personal leave before an unpaid leave of absence may be granted.

**ARTICLE XII
MATCHING CONTRIBUTION**

Section 1. Pre-School Teachers, Managers and Assistant Managers shall be eligible to participate in a tax-sheltered annuity established pursuant to state and federal law. The School District shall contribute \$410 per year towards the eligible employee's 403(b) account to match the Employee's contribution of an equal or greater amount.

**ARTICLE XIII
VACATION**

Section 7. Vacation: Site Managers and Assistant Site Managers who regularly work at least 30 hours per week shall accrue vacation at the rate of one (1) regular working day per month for years one through five (12 per year). Pre-School Teachers who regularly work at least 30 hours per week shall accrue vacation at the rate of .83 of a regular working day per month for years one through five (10 per year). Beginning with the sixth year in the unit vacation will accrue at the rate of 1.08 of a regular working day per month for Pre-School Teachers (13 per year) and 1.50 of a regular working day per month for Site Managers and Assistant Site Managers (18 per

year). Earned unused vacation in one year may be carried over for use through December 31st of the succeeding year. Effective July 1, 2020 newly hired Pre-School Teachers will not be eligible for vacation.

ARTICLE XIV GRIEVANCE PROCEDURES

Section 1. Grievance Definition: A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

Section 2. Representative: The employee, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf, including the union steward for the employee.

Section 3. Definitions and Interpretations:

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 2. 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 by State law.

Subd. 3. 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, a Sunday or a legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or 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.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School Board's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within ten (10) days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods 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 School Board's designee.

Section 5. Adjustment of Grievance: The parties shall attempt to adjust all grievances which may arise during the course of employment of any employee within the school district in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the School Board designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 2. 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 ten (10) 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.

Section 6. School Board Review: The School Board reserves the right to review any decision issued under Level I or Level II of this procedure at the request of the grievant or at its own instance provided the School Board or its representative notify the parties of its intention to review within ten (10) days after a decision in Level I or Level II 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 and at the option of the School Board, 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.

Section 7. Denial of Grievance: Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

Section 8. Arbitration Procedure: In the event that the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be made in writing signed by the aggrieved party, and such request must be filed in the Office of the Superintendent within ten (10) days following the decision in Level II or within ten (10) days after the decision of the School Board if the School Board reviews a decision pursuant to Section 6 of the grievance procedure.

Subd. 2. 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.

Subd. 3. Selection of Arbitrator: Upon the prior submission of the 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 P.E.R.B. to appoint an arbitrator, pursuant to M.S. 179.70, Subd. 4, providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made promptly after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the P.E.R.B. within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. 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 a hearing de novo.

Subd. 5. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in the P.E.L.R.A.

Subd. 6. 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 fees and expenses of the arbitrator, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of the transcript shall pay for such copy.

Subd. 7. 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 an 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, nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall 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 and selection and direction and number of personnel. In considering any issue in dispute, it its order the arbitrator shall give due consideration to the statutory rights and obligations of the public School Boards to efficiently manage and conduct its operation with the legal limitations surrounding the financing of such operations.

Section 9. Grievance Form: A form which must be used for filing of grievances shall be provided by the School District. Such form shall be readily accessible in all school buildings. The form is provided herein as Attachment A.

**ARTICLE XV
NON-APPLICABLE**

**ARTICLE XVI
NON-APPLICABLE**

**ARTICLE XVII
DISCIPLINE DISCHARGE/PROBATIONAL PERIOD/POSTING**

Section 1. Probationary Period: An employee under the provisions of this Agreement shall serve a probationary period of twelve (12) months of continuous 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.

Section 2. Probationary Period - Change of Position: In addition to the initial probationary period an employee transferred or promoted to a different position within the bargaining unit shall serve a new probationary period of sixty (60) calendar days in any such new classification. During this sixty (60) day probationary period, if it is determined by the School District that the employee's performance in the new position is unsatisfactory, the School District shall have the right to reassign the employee to his/her former classification.

Section 3. Posting for Vacancies: The School District shall post electronically and at the work sites for a period of seven (7) calendar days permanent job openings occurring in positions

covered by this unit. Permanent openings are defined as openings anticipated being more than six (6) months in duration. Any qualified employee may submit an application for such a position.

Section 4. Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay, discharged or disciplined only for just cause. An employee who has completed the probationary period and is suspended without pay, discharged or otherwise disciplined shall have access to the grievance procedure.

Section 5. Seniority:

Subd. 1. Recognition: The parties recognize the principle of seniority in the application of this Agreement concerning reduction or increase in force. Seniority will be considered in the filling of vacancies, provided an employee has the qualifications to perform the duties and responsibilities of the position, as determined by the Supervising Administrator and Superintendent in their sole discretion.

Subd. 2. Date: Employees shall acquire seniority upon completion of the probationary period as defined in this Agreement. The seniority date shall relate back to the date of initial employment. If more than one (1) employee is hired on the same date, the seniority ranking shall be determined by the last four digits of the social security number, with the lowest number conferring seniority.

The seniority status of all employees shall be maintained by the Human Resources Office and shall be available to employees upon request. The list shall be revised by November 1 and February 1 of each year.

Subd. 3. Layoff Application: In the event the employer determines to reduce positions, employees shall be laid off in inverse order of seniority by position. A senior employee shall not be placed on layoff while a junior employee occupies the same position as the employee proposed for layoff, providing the senior employee has the qualifications to satisfactorily perform the job, as determined by the administration. Managers who have exhausted their bumping rights of managers shall have the right to bump the least senior Assistant Manager. Assistant Managers who have exhausted their bumping rights of assistant managers shall have the right to bump the least senior Worker.

Subd. 4. Recall and reinstatement: The employer shall recall in seniority order for each position. An employee shall be eligible for recall only for the position from which the employee was laid off. An employee may remain eligible for recall for one (1) year from the date of layoff. An employee shall be terminated, forfeiting seniority, if the employee fails to return to an offered position for which the employee is qualified, which is substantially similar to the employee's most recent position, within ten (10) days after

the recall notice was sent by certified mail. It is the responsibility of the employee to keep the school district informed of the employee's current mailing address.

Section 5. Application for Vacant Positions or Promotions: Seniority shall be considered along with all other relevant factors, including the applicant's qualifications, employment history and education and work experience, in making decisions about applications for vacant positions and promotions. The School District shall consider internal applicants before external applicants, subject to the limitations in the preceding sentence.

ARTICLE XIII NON-APPLICABLE

ARTICLE XIX DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect commencing on its date of execution and through June 30, 2023, and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, 2023, it shall give written notice of such intent pursuant to P.E.L.R.A.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School Board and the Exclusive Representative representing the employees of the district. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, school district policies, and rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement except if mutually agreed by the parties.

Section 4. 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. If any provision of this Agreement is held to be invalid, the voided subject shall be open for negotiations at the request of either party.

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

FOR

Centennial Independent School
District 12
Kids Club Employees

K. Elizabeth Alford
Negotiator

Christine Yernberg
Negotiator

Sandra L. Van
Negotiator

K. Ba
UAW International Servicing Representative

Dated: December 6, 2021

FOR

Centennial Independent School
District 12
4707 North Road
Circle Pines, MN 55014

Susan Guthe
School Board Chairperson

Kathy L. Shi
School Board Clerk

Dated: December 6, 2021

**MEMORANDUM OF UNDERSTANDING
REGARDING LAYOFF APPLICATION FOR PRE-SCHOOL TEACHERS**


WHEREAS, Centennial Public Schools, Independent School District 12 ("School District") and the United Auto Workers, AFL-CIO, Local 125 of Region 4 ("Union") have entered into a Collective Bargaining Agreement from July 1, 2021 through June 30, 2023 governing Kids Club employees; and


WHEREAS, both parties desire the unit employees classified as Pre-School Teacher to exercise their seniority rights and recall rights among themselves before exercising them within other unit employee classifications;


NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. In the event the employer determines to reduce positions, employees classified as Pre-School Teacher shall be laid off in inverse order of seniority by position among Pre-School Teachers before exercising their rights to be laid off in inverse order of seniority without regard to their classification as Pre-School Teacher.
2. The employer shall recall in seniority order for the Pre-School Teacher position.
3. Other employee classifications shall not be permitted to bump into Pre-School Teacher positions.

UAW, AFL-CIO, Local 125 of Region 4


Negotiator


Negotiator

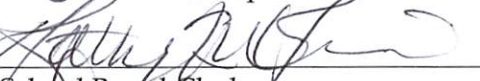

Negotiator


UAW International Servicing Representative

Date: December 6, 2021

Independent School District 12


School Board Chairperson


School Board Clerk

Date: December 6, 2021

SCHEDULE A

Centennial School District 12 Kid's Club Salary Schedule 2021-2023

2021-22 Steps	Worker	Asst. Mgr.	Site Mgr.	Pre-School
1	13.14	14.81	18.20	21.77
2	13.41	15.09	18.58	22.17
3	13.68	15.36	19.00	22.57
4*	13.95	15.68	19.39	22.97
5	14.22	15.96	19.79	23.39
6	14.48	16.24	20.18	23.81
7	14.77	16.51	20.57	24.21
8	15.04	16.82	20.97	24.63
9	15.34	17.15	21.39	25.13
2022-23 Steps	Worker	Asst. Mgr.	Site Mgr.	Pre-School
1	13.54	15.24	18.77	22.61
2	13.82	15.51	19.19	23.02
3	14.09	15.84	19.58	23.43
4*	14.36	16.12	19.99	23.86
5	14.62	16.40	20.38	24.29
6	14.92	16.68	20.78	24.69
7	15.19	16.99	21.18	25.12
8	15.49	17.32	21.60	25.63
9	15.80	17.67	22.04	26.15

* Starting Step for Special Needs Workers

* New hires for ASM, SM, and Preschool Teacher positions will be hired to a maximum of step 3.

	<u>2021-22</u>	<u>2022-23</u>
Split Shift Differential	\$0.60	\$0.60
Longevity After 10 years	\$0.60	\$0.60
Longevity After 15 years	\$1.00	\$1.00
Summer Site Lead (if applicable)	\$250 Stipend for Summer	\$250 Stipend for Summer