



CENTENNIAL

SCHOOL DISTRICT 12

CONNECTING. ACHIEVING. PREPARING.

AGREEMENT

Between

CENTENNIAL ISD 12
CIRCLE PINES, MINNESOTA

And

MINNESOTA SCHOOL EMPLOYEES ASSOCIATION

Representing the

CENTENNIAL ADMINISTRATIVE ASSISTANT/CLERICAL 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.....	6
ARTICLE VII	
NON-APPLICABLE.....	6
ARTICLE VIII	
RATES OF PAY.....	7
ARTICLE IX	
HOLIDAYS.....	8
ARTICLE X	
GROUP INSURANCE.....	9
ARTICLE XI	
LEAVE OF ABSENCE.....	10
ARTICLE XII	
403B PROGRAM.....	16
ARTICLE XIII	
VACATION.....	17

ARTICLE XIV	
GRIEVANCE PROCEDURE.....	18
ARTICLE XV	
DISCIPLINE/DISCHARGE/PROBATIONARY PERIOD/SENIORITY.....	22
ARTICLE XVI	
NON-APPLICABLE.....	24
ARTICLE XVII	
NON-APPLICABLE.....	25
ARTICLE XVIII	
MISCELLANEOUS	25
ARTICLE XIX	
DURATION.....	25
SCHEDULE A	
2021-23 SALARY SCHEDULE	27
ATTACHMENT D	
GRIEVANCE FORM.....	28

ARTICLE I PURPOSE

Section 1. Parties: THIS AGREEMENT is entered into between the School District of Centennial ISD 12, Circle Pines, Minnesota (hereinafter referred to as the School Board or School District) and the Minnesota School Employees Association (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 administrative assistant 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 Minnesota School Employees Association as the Exclusive Representative for administrative assistant and clerical employees employed by the school district of Centennial ISD 12, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A., and as described in the provisions of the Agreement.

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 administrative assistants, clerks, and bookkeepers employed by the School District, but excluding the following: confidential employees, supervisory employees, superintendent's administrative assistants, business manager's administrative assistants, the payroll clerk, the finance clerk, receptionist and assistant finance clerks, essential employees, administrative assistant to assistant superintendent, personnel clerk, 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, 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 six (6) hours or more per day, five (5) days 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.

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.

ARTICLE VI WORKDAY AND WORK YEAR

Section 1. Full-Time Employees: A regular work week for full-time employees shall consist of five (5) consecutive days and at least six (6) consecutive hours per day, 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 - 10 Month Employees: The work year for ten-month employees shall consist of a minimum of 195 duty days and 9 paid holidays.

Section 5. Work Year - 12 Month Employees: The work year for twelve-month employees shall consist of a minimum of 251 duty days and 10 paid holidays.

Section 6. Overtime: Authorized and approved overtime shall be compensated at time and one-half in the form of paid time for hours worked over forty (40) hours per week.

ARTICLE VII NON-APPLICABLE

ARTICLE VIII RATES 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. Salary Status: Effective July 1, 2021, employees' hourly rate of pay shall be as listed in Schedule A attached hereto. Effective July 1, 2022, employees' hourly rate of pay shall be as listed in Schedule A attached hereto.

An employee hired before January 1 shall be eligible for any salary increase effective July 1 of the same year. An employee hired after January 1 shall be eligible for any increase in the starting salary on July 1 of the same year but not for a salary increase.

Section 3. Salary Status For Job Transfers From Within the Centennial Administrative Assistant /Clerical Employee Unit:

Salary schedule placement will be determined at time of hire. Placement will be made to the step closest to the current salary that does not result in a salary decrease.

Section 4. Retroactive Pay: Except as otherwise agreed, eligible employees shall be compensated for the 2021-2023 duty years pursuant to Schedule A, attached hereto. Retroactive pay, pursuant to Schedule A, shall be made to employees employed as of the date of execution of this Agreement for services rendered effective July 1, 2021, such payment to be made as soon as practicable. The effective date of a change in a current employee's classification shall be determined by the Superintendent.

Section 5. School Closing:

Subd. 1. Except for the reasons in Subd. 2 and Subd. 3, in the event that school is closed for any reason and the employees are not required to perform services, the employees' compensation shall be reduced accordingly.

Subd. 2. If the School District starts two (2) or less hours late because of an emergency, including inclement weather, and the employee is directed by the School District not to report to work during that same period of time, employees regularly scheduled to work during that same period of time will be paid for the time and employees will not be required to make up the time.

Subd. 3. If the School District is closed for the entire day because of an emergency, including inclement weather, and the employee is directed by the School District not to report to work on that day, employees regularly scheduled to work on that day will be paid their regular daily rate of pay for a maximum of two (2) emergency closing days

during the regular school year.

Subd. 4. If the School District makes up any of the days the School District was closed because of an emergency including inclement weather, for which the employees were paid but did not work per Subd. 3, the employees shall be required to work the makeup days at no additional pay.

ARTICLE IX HOLIDAYS

Section 1. Paid Holidays:

Subd. 1. Ten Month Employees: Full-time ten-month employees shall be granted the following nine (9) paid holidays:

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

Subd. 2. Twelve Month Employees: Twelve-month employees shall be granted the holidays provided in Subd. 1 plus Independence 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.

ARTICLE X **GROUP INSURANCE**

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School Board. The Board will meet and confer with the Union on this matter.

Section 2. Medical-Hospitalization Insurance:

Subd. 1. Single Coverage: The School District will contribute the sums each month toward the cost of the premium for the medical-hospitalization plan for individual coverage for each full-time employee employed by the School District who qualifies for and is enrolled in the group medical-hospitalization plan as listed in this subdivision. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.

July 1, 2021 through December 31, 2021	\$784.00 per month
January 1, 2022 through December 31, 2022	\$815.00 per month
January 1, 2023 through June 30, 2023	\$835.00 per month

Subd. 2. Family or Employee Plus One Coverage: The School District will contribute the sums each month toward the cost of the premium for the medical-hospitalization plan for family or employee plus one coverage for each full-time employee employed by the School District who qualifies for and is enrolled in the group medical-hospitalization plan as listed in this subdivision. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.

July 1, 2021 through December 31, 2021	\$1,267.00 per month
January 1, 2022 through December 31, 2022	\$1,318.00 per month
January 1, 2023 thru June 30, 2023	\$1,351.00 per month

Section 3. Income Protection Plan: The School District will pay the full monthly 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 4. Life Insurance: The School District will pay the full monthly cost for each full-time and part-time employee employed by the School District for a term insurance policy of \$20,000. All eligible full-time and part-time employees shall be required to participate in the 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. Eligible Employees: The parties agree that full-time employees, as provided in this Article, shall be defined as regularly employed at least thirty (30) hours per week.

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.

Section 7. Duration of Insurance Contributions: An employee is eligible for Board contributions as provided in this Article as long as the employee is employed by Centennial ISD 12. Upon termination of employment, all Board participation and contribution shall cease, effective on the last working day. Full-time Administrative Assistants and Clerks who are at least fifty (50) years of age and have completed fifteen (15) years of full-time service in the Centennial School District shall be eligible to continue at his/her expense in the School District's health plan until age 65 provided that the School District's contract with the health care insurer permits such participation.

ARTICLE XI LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. All Administrative Assistants/Clerks shall earn sick leave at the rate of 1.2 days for each month of service in the employ of the School District, twelve (12) days per annum for ten (10) month employees and fourteen (14) days per annum for twelve (12) month employees. One (1) day shall mean the number of hours a person is employed. A six (6) hour Administrative Assistant/Clerk earns 1.2 six (6) hour days per month.

Subd. 2. Unused sick leave days may accumulate to a maximum credit of one hundred sixty (160) pro-rated days of sick leave per employee. The School District shall notify the employee annually of the amount of their sick leave accumulation.

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. 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, grandchildren, father in-law, mother in-law or stepparent. 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.

Subd. 4. The School Board 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 submission of a request through the authorized sick leave pay 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.

Subd. 9. When an employee reaches the maximum accumulated sick leave she/he will be compensated the amount equal to their regularly scheduled hours per day times the lowest hourly rate in the salary schedule (Clerk Step 1) for each unused day earned in the current year. Eligible employees will self-administer the program by submitting a claim to the Director of Human Resources by June 30 of each school year. Claims received after June 30 will be null and void. Eligible employees will return to the maximum amount (160 days) each July 1. Sick leave accumulation will be reduced accordingly. This subdivision will sunset on June 30, 2020, with the exception of those who have a balance of 150 sick leave days by June 30, 2020.

Section 2. Bereavement Leave:

Subd. 1. Up to, but not exceeding, 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 and nephews.

Section 3. Personal Leave:

Subd. 1. An employee may use a maximum of four (4), non- accumulative, Personal Leave/PTO (paid time off) days per year. When used, all four (4) days shall be deducted from the employee's accumulated sick leave. If the employee has no sick leave, Personal Leave/PTO (paid time off) will not be allowed.

Subd. 2. Personal leave shall be granted by the School District if the following criteria are met:

1. The request is received by the Director of Human Resources at least three (3) workdays in advance of the day requested. The request shall state the general purpose of the leave.
2. Not more than one (1) employee per building per day will be granted personal leave.
3. Personal leave shall normally not be permitted the first five (5) days or the last five (5) days of the school year.
4. Personal leave shall not be used for the conduct of or participation in the business of the Exclusive Representative.
5. 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.

Subd. 3. Administrative Assistants are allowed to use their earned paid personal leave days during non-student contact days, specifically winter break and spring break.

Section 4. Family Leave:

Subd. 1. Family leave shall be granted by the School District subject to the provisions of

this Section. Family leave shall be granted because of the need to prepare and provide parental care for a child or children or the employee for an extended period of time.

Subd. 2. An employee making application for family leave shall inform the Superintendent in writing with intention to take the leave at least three (3) calendar months before commencement of the intended leave. The application shall include the commencement date and tentative return date of the family leave.

Subd. 3. If the reason for the family leave is occasioned by pregnancy, the employee shall also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery.

Subd. 4. The commencement and return dates of family leave shall be mutually determined by the employee and Superintendent or his/her designee. In the event mutual agreement between the employee and the School District cannot be reached on a commencement date and return date, the School District shall not, in any event, be required to permit the employee to perform her duties within fifteen (15) days before the estimated date of delivery or home placement of a child or within thirty (30) days after the actual date of delivery or home placement.

Subd. 5. In approving a family leave of absence, the School District shall not be required to grant any leave more than one (1) year in duration or permit the employee to return to his/her employment prior to the date designated in the initial application for the family leave.

Subd. 6. Failure of the employee to return pursuant to the date determined under this Section shall constitute grounds for termination unless the School District and the employee mutually agree to an extension of the leave.

Subd. 7. The parties agree that the applicable period of probation for employees as set forth in Article XV, Section 1, of this Agreement are intended to be periods of actual service enabling the School District to have opportunity to evaluate an employee's performance. The parties agree, therefore, that periods of time for which the employee is on family leave shall not be counted in determining the completion of the probationary period.

Subd. 8. An employee who returns from family leave within the provisions of this Section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The employee shall not accrue additional experience credit or leave time during the period of absence for family leave.

Subd. 9. Leave under this Section shall be without pay or fringe benefits except as provided under the federal Family and Medical Leave Act. •

Section 5. Medical Leave: Any employee who has completed the probationary period and who is unable to perform duties because of illness or injury, and has exhausted all sick leave credit available, or has become eligible for long-term disability compensation, shall, upon request, be granted a medical leave of absence, without pay, up to one (1) year. A request for leave of absence 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. The School District may, in its discretion, renew such a leave and request for renewal shall also be accompanied by a written doctor's statement.

Section 6. Unpaid Leave:

Subd. 1. Unpaid leaves for one (1) or two (2) days 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) administrative assistant/clerk per building will be granted an unpaid leave for the same workday(s).

Subd. 4. Unpaid leave requests for more than two (2) days must be submitted to the School Board for their consideration. It is the employee's responsibility to submit his/her request to the Superintendent or his/her designee at least one (1) week in advance of the next regularly scheduled School Board meeting.

Section 7. Insurance Application: An employee on leave under this Section 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 as he/she wishes to retain commencing with the beginning of the leave. It is the responsibility of the employee to make arrangements with the school business office to pay to the School District the monthly premium amounts in advance and on such date as determined by the School District.

Section 8. 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 9. Sick Leave Donation:

Subd. 1. Eligibility: In order to be eligible to receive donated paid 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 administrative assistant's or clerk's name public to the members of the unit.
2. Exhausted all earned paid leaves of absence including paid 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. 2. Donation:

1. Notification. Upon receipt of an eligible employee's request for donated sick leave, the Human Resources Office will communicate the request including the employee's name to the unit. 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 earned unused sick leave. The maximum number of annual total donated days may not exceed 3 days. The value of a donated day will be equal to the lowest casual daily substitute rate. 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 the lowest casual daily substitute rate of pay 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 10. Eligibility: Benefits provided in this Article, Sections 5-10, shall be available to all employees included in the appropriate bargaining unit.

ARTICLE XII

403(b) Program

Section 1. 403(b) Program:

Subd. 1. Eligibility: Effective July 1, 2021 full-time employees who have completed a minimum of five (5) years of continuous service in Centennial School District shall be eligible to participate in the 403(b) matching program. One year of service shall be defined as the employee being on payroll for a minimum of one hundred eighty-five (185) days, and regularly working six (6) paid hours per day. In order to elect a school district match, the employee must have completed five (5) years of service on or before July 1 of the calendar year in which the employee would become eligible to elect a matching contribution by the school district.

Subd. 2. Program Year and Election: Each year, the employee may elect to participate in the program. Election forms will be provided to the employee by the personnel office. The program year shall be defined as July 1 through June 30. Employee elected contributions may not be changed during the program year.

Subd. 3. School District Matching Payment: Eligible employees may elect to receive a dollar match from the School District for each dollar the employee elects to contribute to the 403(b) program. Effective July 1, 2021, the total School District program year match shall be a maximum of \$600. The total School District program year match shall be a maximum of \$700 after the 10th year of service and \$800 after the 15th year. Effective July 1, 2022, the total School District program year match shall be a maximum of \$650. The total School District program year match shall be a maximum of \$750 after the 10th year of service and \$850 after the 15th year. The employee's total elected contribution shall be made through paycheck deduction, and the deductions shall be equally divided among the employee's regular paychecks beginning on July 15 each program year the employee elects to participate.

Subd. 4. Selection of Investment Company: Contributions by the employee and School District may be made only to the School District approved 403(b) investment companies. Once the employee elects an investment company, the election shall remain in full force unless the employee notifies the personnel office in writing of a desire to change investment companies. All written investment company change requests must be received in the personnel office no later than June 15th preceding the next program year.

Subd. 5. Costing in the Contract Settlement: The School District total matching contributions shall be included as part of the total contract settlement package costs.

Subd. 6. Claims Against the School District: The parties agree that any description of benefits contained in the article is intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the 403(b) program and any applicable federal, state or local laws, rules or regulations. It is further understood that the School District's only obligation is to contribute such amounts as agreed to herein and no claim shall be made against the school district as a result of a denial of a 403(b) program by any agency of the federal, state or local government.

Subd. 7. Duration of School District Contributions: An employee is eligible for School District contributions as provided in this article as long as the employee is employed by Centennial ISD 12. Upon termination of employment, all School District contributions shall cease effective on the employee's last working day.

Subd. 8. Full-time employees moving across MSEA units are allowed to take their years of continuous service with them for purposes of 403(b) eligibility.

ARTICLE XIII VACATIONS

Section 1. Eligibility: This Article shall apply to employees who are regularly employed on a twelve (12) month basis and forty (40) hour week on a regular assignment and shall not apply to ten (10) month or part-time employees.

Section 2. Earned Vacation: Full-time employees under these provisions shall accrue vacation as follows:

5/6 of a day for each month of service for each year during the first five (5) years of service in the School District.

1 1/4 days for each month of service for each year after completing five (5) years of service in the School District.

1 2/3 days for each month of service for each year after completing fifteen (15) years of service in the School District.

Section 3. Application:

Subd. 1. Vacations shall be determined as of July 1 of each year. Employees hired between January 1 and July 1 are not eligible for vacation as a matter of right until July 1 of the following year but may be permitted to take vacation at the discretion of the Superintendent or his/her designee.

Subd. 2. If the employee resigns before completing a full year of service, he/she shall not be entitled to any vacation pay and he/she shall have the salary paid for any vacation days taken deducted from his/her final check. An employee who has completed at least one (1) year of service shall be entitled to receive the prorata pay for unused vacation time provided such employee provides the School District with at least two (2) weeks' advance notice of his/her resignation time.

Section 4. Other Vacation Rules:

Subd. 1. Employees shall have the right to split their vacation provided it is approved by the Superintendent or his/her designee.

Subd. 2. Employees will not be allowed to take their vacation while school is in session, except with prior approval of the Superintendent or his/her designee.

Subd. 3. The vacation schedule will be posted no later than April 1st of each year.

Subd. 4. Vacation accrued as of July 1 of each year must be taken by the following September 1st and will not be carried over from year to year. There will be no payment in lieu of vacation.

ARTICLE XIV GRIEVANCE PROCEDURE

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.

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 fifteen (15) 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 1: 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 2: 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 1. 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 1 or Level 2 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 1 or Level 2 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 2 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 denovo.

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 Board 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 D.

ARTICLE XV
DISCIPLINE/DISCHARGE/PROBATIONARY PERIOD/SENIORITY

Section 1. Probationary Period: An employee under the provisions of this Agreement shall serve a probationary period of six (6) 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 Classification: In addition to the initial probationary period an employee transferred or promoted to a different classification 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 classification is unsatisfactory, the School District shall have the right to reassign the employee to his/her former classification.

Section 3. 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 4. Seniority:

Subd. 1. Recognition: The parties recognize the principal of seniority in the application of this Agreement concerning reduction or increase in force. Seniority will apply in the filling of vacancies provided an employee has the qualifications to perform the duties and responsibilities of the position. However, the final selection of an applicant filling a position shall be determined by the Supervising administrator and Superintendent.

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 an employee's eligibility to join the Administrative Assistant/Clerical Association. If more than one (1) employee is hired on the same date, the seniority ranking shall be determined by the employee's qualifications to perform the duties and responsibilities of the position, past experience, and current level of performance as determined by the administration.

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. Seniority Ties: In case of seniority ties the Superintendent of Schools, after consideration of the criteria listed in Section 2 of this Article, will make the final determination regarding seniority rank.

Subd. 4. Layoff Application:

1. Non-Probationary, Full-Time Employee: If a non-probationary, full-time employee's job is eliminated, the Human Resources Office shall notify the employee in writing. The employee has a right to, in the order listed:
 - A. Respond in writing to the notice within seven (7) calendar days of the date of the notice that the employee will exercise their bumping rights. If the employee does not respond to the notice within seven (7) calendar days, it shall be assumed that the employee will not exercise their bumping rights. If the employee does not exercise their bumping rights, the school board shall lay off the employee and the employee shall have the right to recall for a period of one calendar year from the School Board approved date of layoff. In order to exercise their recall rights, the employee must appropriately comply with Article XV. In no case shall the School District be required to split apart jobs to ensure the employee has the same hours as the job from which the employee was laid off. The employee must be currently qualified for a job as determined by the school district.
 - B. Bump the least senior full-time employee in the school district as per Subd. 4, Section 1, C. In no case shall the school district be required to split apart jobs to ensure the employee has the same hours as the job from which the employee was laid off. The employee must be currently qualified for a job as determined by the school district. If the employee is determined by the school district not to be currently qualified for a job, the employee shall continue to exercise their bumping rights until their bumping rights are exhausted. An employee who completely exhausts their bumping rights shall not have a right to exercise Article XV, Section 4, Subd. 4, Section 1, A.
 - C. For purposes of Subd. 4, Section 1, B, bumping rights must be exercised in the following order:
 - a. Lead/Department Administrative Assistants will bump Lead/Department Administrative Assistants, then Administrative Assistants and finally Clerks.
 - b. Administrative Assistants will bump Administrative Assistants and finally Clerks.
 - c. Clerks will bump Clerks.

2. Non-Probationary, Part-Time Employees: If a non-probationary, part-time employee's job is eliminated, the Human Resources Office shall notify the employee in writing. The employee has a right to, in the order listed:
- A. Respond in writing to the notice within seven (7) calendar days of the date of the notice that the employee will exercise their bumping rights. If the employee does not respond to the notice within seven (7) calendar days, it shall be assumed that the employee will not exercise their bumping rights. If the employee does not exercise their bumping rights, the School Board shall lay off the employee and the employee shall have the right to recall for a period of one calendar year from the School Board approved date of layoff. In order to exercise their recall rights, the employee must appropriately comply with Article XV. In no case shall the School District be required to split apart jobs to ensure the employee has the same hours as the job from which the employee was laid off. The employee must be currently qualified for a job as determined by the School District.
 - B. Bump the least senior part-time employee in the School District as per Subd. 4, Section 2, C. In no case shall the School District be required to split apart jobs to ensure the employee has the same hours as the job from which the employee was laid off. The employee must be currently qualified for a job as determined by the School District. If the employee is determined by the School District not to be currently qualified for a job, the employee shall continue to exercise their bumping rights until their bumping rights are exhausted. An employee who completely exhausts their bumping rights shall not have a right to exercise Article XV, Section 4, Subd. 4, Section 2, A.
 - C. For purposed of Subd. 4, Section 2, B, bumping rights must be exercised in the following order:
 - a. Lead/Department Administrative Assistants will bump Lead/Department Administrative Assistants, then Administrative Assistants and finally Clerks.
 - b. Administrative Assistants will bump Administrative Assistants and finally Clerks.
 - c. Clerks will bump Clerks.

**ARTICLE XVI
NON-APPLICABLE**

**ARTICLE XVII
NON-APPLICABLE**

**ARTICLE XVIII
MISCELLANEOUS**

Section 1. Physical Examination: The School Board may require of each new employee a complete physical exam at his/her own expense as a condition of employment.

Section 2. Posting of Openings: The School District will electronically post 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.

**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.

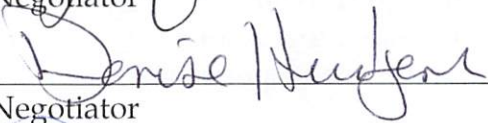
Section 4. Severability: The provisions of this Agreement shall be severable, and if any provisions thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provision of this Agreement or the application of any provision thereof. If any provision 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 ISD 12
Administrative Assistant/Clerical Association
Minnesota School Employees Association



Negotiator



Negotiator



Negotiator

Negotiator

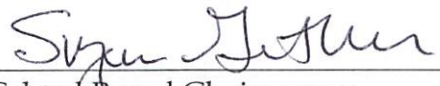
Negotiator



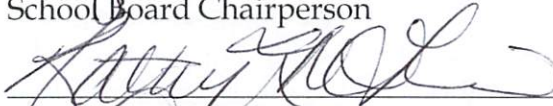
MSEA Negotiator

Dated: 11/19/2021

FOR _____
Centennial ISD 12
4707 North Road
Circle Pines, MN 55014



School Board Chairperson



School Board Clerk

Dated: December 6, 2021

Schedule A
Administrative Assistant/Clerk Salary Schedule
2021-2023

2021-22 Steps	Admin Asst	Clerk	Lead Admin Asst
1	19.01	17.76	19.92
2	19.56	18.28	20.50
3	20.15	18.81	21.13
4	20.74	19.38	21.75
5	20.95	19.57	21.97
6	21.16	19.76	22.19
2022-23 Steps	Admin Asst	Clerk	Lead Admin Asst
1	19.66	18.37	20.60
2	20.25	18.90	21.24
3	20.84	19.48	21.86
4	21.05	19.67	22.08
5	21.27	19.86	22.30
6	21.48	20.06	22.52

Administrative Assistant/Clerk Longevity Schedule

2021-22	2022-23
10-14 Years - \$.75	10-14 Years - \$.85
15-19 Years - \$.95	15-19 Years - \$1.10
20-24 Years - \$1.05	20-24 Years - \$1.25
25+ Years - \$1.15	25+ Years - \$1.40

ATTACHMENT D

**GRIEVANCE REPORT FORM
Centennial Public Schools**

Name: _____ Building: _____

Date Grievance Occurred: _____

Statement of Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought:

Dated: _____

Signature of Grievant

Copies to: Superintendent
Director of Human Resource

MSEA- Administrative Assistant Employees

The parties agree that Administrative Assistant Employees are allowed to use all hours spent working in the district in other bargaining units and count those hours towards eligibility for health insurance for the 2021-2022 and 2022-2023 school years.

Sgt. L. L. L.
School Board Chairperson

Colby M. L.
School Board Clerk

MEMORANDUM OF UNDERSTANDING

Between

Centennial School District #12

And

MSEA - Administrative Assistants

This memorandum shall be effective upon the approval of the 2021-2023 master agreement by the school board and shall expire on June 30, 2023.

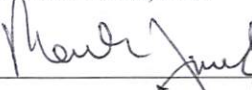
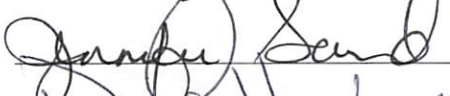
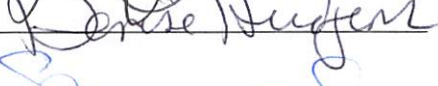
The parties agree that if the school district is closed for the entire day because of an emergency including inclement weather, and the employee is directed by the school district not to report to work on that day, employees regularly scheduled to work on that day will be allowed to make up missed time based on their regular working hours in coordination with their supervisor for a maximum of three (3) emergency closing days during the regular school year.

If the school district makes up any of the days the school district was closed because of an emergency including inclement weather for which the employees were paid but did not work per Subd. 3, the employees shall be required to work the make-up days at no additional pay.

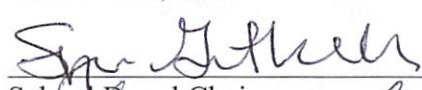
This work time is in addition to the 2 paid workdays in Article VIII, Section 5 of this contract.

IN WITNESS THEREOF, the parties have executed this memorandum of understanding as follows:

FOR MSEA Administrative Assistant Employees
Circle Pines, MN


FOR ISD #12
Circle Pines, MN


School Board Chairperson

School Board Clerk