



CENTENNIAL

SCHOOL DISTRICT 12

CONNECTING. ACHIEVING. PREPARING.

AGREEMENT

BETWEEN

INDEPENDENT SCHOOL DISTRICT 12
CIRCLE PINES, MINNESOTA

AND

MINNESOTA SCHOOL EMPLOYEES ASSOCIATION

REPRESENTING

CENTENNIAL FOOD SERVICE EMPLOYEES

July 1, 2021 through June 30, 2023

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**ARTICLE 1
NON-APPLICATION**

**ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition: In accordance with the P.E.L.R.A., the school district recognizes Minnesota School Employees Association as the Exclusive Representative for the Food Service employees, employed by the school district, 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 this 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 II, Section 2, of this Agreement and the P.E.L.R.A. and in certification by the Director of Mediation Services.

**ARTICLE III
DEFINITIONS**

Section 1. 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 references to employees shall mean all persons in the appropriate unit employed by the school district in such classifications excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of 14 hours per week or 35% of the normal work week in the employees' 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. School District: For purposes of administering this Agreement, the term "School District" shall mean the School Board or its designated representative.

**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.

Section 2. Managerial 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 opportunities for the students of the School District.

Section 3. Effect of Laws, Rules and Regulations: The Exclusive Representative recognizes 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. The Exclusive Representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board 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. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein and all management rights and management functions not expressly delegated in this Agreement are reserved to the school district.

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. Request For Dues Check Off: The Exclusive Representative shall be allowed dues check off for its members, provided the dues check off and the proceeds thereof shall not be allowed to any Exclusive Representative that has lost its right to dues check off. 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 in equal installments.

Section 3. Job Postings:

- Subd. 1. All food service job openings shall be routinely posted for positions covered by this unit. A copy of the opening(s) shall also be sent to the Cook Managers.
- Subd. 2. Food service vacancies shall normally be posted for a minimum of five (5) calendar days during the school year and seven (7) days during the summer. Summer is defined as the period beginning June 15th and ending August 15th.
- Subd. 3. Application for Vacancies: A bargaining unit employee may submit application in writing for any vacancy which is posted pursuant to this Article.
- Subd. 4. Filling of Vacancies: Notice of the candidate selected to fill the vacancy shall be given as soon as the position is filled.
- Subd. 5. Personal Notification: A bargaining unit employee may receive notification by letter for a specific posting by leaving a self-addressed envelope with the Human Resources Office.
- Subd. 6. Application of Seniority: Seniority will apply in the filling of vacancies provided a bargaining unit employee has the qualifications to perform the duties and responsibilities of this position, except in those positions involving a promotion which shall be filled as provided in Section 4 herein. For purposes of this Section, a promotion is defined as moving to a classification involving an increase in pay.
- Subd. 7. Seniority: The school district may assign additional time to a bargaining unit employee's schedule without being required to post the position if the bargaining unit employee is working less than twenty (20) hours per week and the additional time does not result in the bargaining unit employee working more than twenty-two and one-half (22½) hours per week. Thus, for example, the school district can assign a food service assistant who is working two and one-half (2½) hours per day an additional hour and one-half (1½) per day without posting the position.

Section 4. Promotion Positions:

- Subd. 1. In filling positions involving a promotion as defined in Section 3 above, the position shall be filled by the school district with the best qualified candidate as determined by the school district. In making its determination the School Board shall consider the bargaining unit employee's qualifications and aptitude for the position as well as his/her seniority with the school district, along with other relevant factors.

Subd. 2. If, in review of applications, the school district is going to recommend that the job be awarded to a junior bargaining unit employee the Union shall be notified of the promotion.

Section 5. Personnel Files: Members of the Unit, by submitting a written request to the supervisor having custody of the files, have the right with reasonable notice during normal office hours to review the content of his/her own personnel file and evaluations. Members of the Unit shall have the right to reproduce, at his/her own expense, any of the contents of his/her own file. Each member of the Unit shall have the right to submit for inclusion in his/her own file written information in response to any material in the file and such information shall become part of the file.

ARTICLE VI NON-APPLICABLE

ARTICLE VII HOURS OF SERVICE

Section 1. Basic Work Week: A regular work week shall consist of five (5) days, six (6) hours per day (including lunch), comprising a thirty (30) hour work week.

Section 2. Full-Time Employees: Full-time employees are those people that are regularly employed six (6) hours per day, thirty (30) hours per week, including lunch.

The daily hours for elementary cook managers when school is in session is six and one-half (6½) and for secondary cook managers is seven (7). When school is not in session, workdays for cook managers is six (6) hours.

Section 3. Other Employees: The school district reserves the right to employ such personnel as it deems desirable or necessary.

Section 4. Shifts, Schedules and Starting Times: All bargaining unit employees will be assigned starting times, schedules and shifts as determined by the school district.

Section 5. Work Year: The regular work year shall be those days determined by the school district and shall normally be those days where students are in attendance and a noon meal is served. The work year will vary from building to building and from year to year. Two (2) days prior to the opening of school and one (1) day after school closes are scheduled workdays for bargaining unit employees as defined in this Article.

Section 6. Maintenance Day: The Superintendent or his/her designee shall designate a non-student attendance day mid school year for the purpose of all bargaining unit employees to

maintain food service facilities and equipment and/or staff development activities. Cooks shall work their normal working hours on the designated day and the hours shall be paid at their regular rate of pay. Cook managers shall work six (6) hours on maintenance days as school is not in session. Food service assistants shall work in addition to their normal working hours, the difference between their normal working hours and the normal working hours of a cook and be paid at their regular rate of pay.

Section 7. Substitute Promotion: If a food service assistant is mutually asked by the Director of Food Services and cook manager and accepts a cook position on a substitute basis for ten (10) or more consecutive working days, he/she will be paid at the cook rate for step one. If a cook is asked and accepts a cook manager position on a substitute basis for ten (10) or more consecutive working days, he/she will be paid at the cook manager rate. In both situations, when the ten (10) day requirement is met, the employee is paid retroactively to the first day of substitution.

ARTICLE VIII RATE OF PAY

Section 1. Rates of Pay: The wages and salaries reflected in Schedule A, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2021 to June 30, 2023.

Section 2. Advancement on Salary Schedule: In order to receive an advancement on the salary schedule a person must be employed prior to January 1st of the preceding year. Employees will move steps on the salary schedule in the 2021-2022 and 2022-2023 years.

Section 3. Overtime: All hours worked in excess forty (40) hours per week shall be paid at one and one-half (1 1/2) times the regular rate of pay. Overtime shall be approved by the employee's supervisor in advance. In case of emergency, the employee's supervisor shall be notified the next working day after the overtime has been worked.

Bargaining unit employees who work beyond the regular daily schedule on any day shall not be required to take the time off later in the week because of extra hours.

Section 4. Certification Rate of Pay: Employees who are Level 1 certified will receive an additional \$.10 per hour. Employees who are Level 2 certified will receive an additional \$.30 per hour. Employees who are Level 3 certified will receive an additional \$.50 per hour. Employees who are level 4 certified will receive an additional \$.70 per hour. In 2022-2023, employees who are level 4 certified will receive \$.80 per hour. Certification pay will be effective the month after the certification level is earned.

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 able to make up the time without a loss in pay. The school district shall determine how the time will be made up.

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 make-up days at no additional pay.

Section 5. Rate of Pay for Activities: The hourly rate for bargaining unit employees working at non-school activities will be \$2.00 above the employee's regular hourly rate of pay.

If catering related work can be accomplished during regular working hours, the catering related work shall be compensated at the employee's current regular total rate of pay.

Section 6. Placement on Salary Schedule: The school district shall place new bargaining unit employees at the salary rate determined between the new employee and the district.

Section 7. Safety and Sanitation Training: The school district will provide a SNA (School Nutrition Association), USDA and other required training for all bargaining unit employees at no cost to the employee on at least an annual basis. Employees will be responsible to attend and complete the course. Employees who do not attend the training provided by the district must make arrangements to complete the training.

Section 8. Retroactive Pay: Employees who have separated for any reason from employment with the school district shall not be retroactively compensated for any difference between their compensation on the date of their separation and the newly negotiated compensation. Compensation shall include regular rate of pay, overtime pay, compensatory time off, differential pay and/or longevity pay.

**ARTICLE IX
HOLIDAYS**

Section 1. Paid Holidays: Cook managers and cooks shall be granted the following paid holidays: January 1st, Presidents' Day, Good Friday, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day and Christmas Eve Day (8 total).

Food service assistants shall be granted five (5) paid holidays: Good Friday, Thanksgiving, Christmas Eve Day, Christmas Day and January 1. Beginning in the 2022-2023 school year, food service assistants will also be paid for President's Day.

Section 2. 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.

**ARTICLE X
GROUP INSURANCE**

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the school district. Bargaining unit employees shall be given the opportunity to review any carrier changes with the school district prior to School Board action.

Section 2. Medical-Hospitalization Insurance:

Subd. 1. Single Coverage: Effective July 1, 2021, the school district will contribute the sum of \$598.00 per month towards the cost of the Co-Pay premium and \$637.00 per month towards the cost of the High Deductible 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 group medical-hospitalization plan. The cost of the premium not contributed by the school district shall be borne by the employee and paid by payroll deduction. Effective January 1, 2022 the school district shall contribute the sum of \$622.00 per month toward the monthly cost of a Co-Pay premium and \$662.00 per month towards the cost of the High Deductible single medical-hospitalization group insurance plan. Effective January 1, 2023 the school district shall contribute the sum of \$638.00 per month toward the monthly cost of a Co-Pay premium and \$679.00 per month towards the cost of the High Deductible single medical-hospitalization group insurance plan.

Subd. 2. Family Coverage: Effective July 1, 2021, the school district will contribute \$1,194.00 per month towards the cost of the premium for the medical-hospitalization plan for family coverage for each full-time employee employed by the school district who qualifies for and is enrolled in the school district group medical-hospitalization plan and who qualifies for family coverage. The cost of

the premium not contributed by the school district shall be borne by the employee and paid by payroll deduction. Effective January 1, 2022, the school district shall contribute the sum of \$1,242.00 per month toward the monthly cost of a family medical-hospitalization group insurance plan. Effective January 1, 2023, the school district shall contribute the sum of \$1,273.00 per month toward the monthly cost of a family medical-hospitalization group insurance plan.

Subd. 3. Claims Against the School District: It is 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 3. Duration of Insurance Contribution: A bargaining unit employee is eligible for school district contribution as provided in the Article as long as the employee is employed by the school district. Upon termination of employment, all district contributions shall cease. Full-time employees that are enrolled in the health plan 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 provided that the school district's contract with the health care insurer permits such participation.

Section 4. Eligibility: Benefits provided in this Article are designed for full-time employees, as described in Article VII, Section 2.

Section 5. LONG TERM DISABILITY INSURANCE

Subd. 1. District Contributions: The School district shall contribute the full premium amount each month towards the cost of the employees' L.T.D. premium.

Subd. 2. Eligibility: L.T.D. benefits provided in this Article shall apply to all bargaining unit employees.

Section 6. LIFE INSURANCE

Subd. 1. Life Insurance: The school district shall provide the school food service employees with a \$20,000 life insurance policy. The entire premium shall be paid by the district.

Subd. 2. Eligibility: Group life insurance benefits provided in this Article shall apply to all bargaining unit employees.

**ARTICLE XI
LEAVE OF ABSENCE**

Section 1. Sick Leave:

Subd. 1. An employee shall earn sick leave at the rate of one (1) 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 and work day. An employee shall normally earn ten (10) days of sick leave per year.

Subd. 2. Unused sick leave days may accumulate to a maximum credit of one hundred forty (140) days of sick leave per employee.

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

Subd. 4. 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.5. The school district 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. However, the final determination as to the eligibility of an employee for sick leave is reserved to the school district. 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. Job Share: Subject to the other provisions of this section, sick leave for employees who job share shall be prorated based on their prorated work schedule.

Section 2. Workers' Compensation:

Subd. 1. Upon the request of an employee who is absent from work as a result of a compensable injury under the provisions of the Workers' Compensation Act, the school district will pay the difference between the compensation received

pursuant to the Workers' Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave.

Subd. 2. A deduction shall be made from the employee's accumulated sick leave accrual time according to the pro-rata portions of days of sick leave time which is used to supplement Workers' Compensation.

Subd. 3. Such payment shall be paid by the school district to the employee only during the period of disability.

Subd. 4. In no event shall the additional compensation paid to the employee by virtue of sick leave result in the payment of a total daily, weekly or monthly compensation that exceeds the normal compensation of the employee.

Subd. 5. A bargaining unit employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act who elects to receive sick leave pursuant to this policy shall submit his/her Workers' Compensation check, endorsed to the school district prior to receiving payment from the school district for his/her absence.

Section 3. Bereavement:

Subd. 1. Up to but not exceeding five (5) days with full pay shall be allowed for a bargaining unit employee's absence due to the death of a member of the employee's immediate family, the employee's spouse's immediate family or for the employee's in-laws.

Subd. 2. The immediate family is defined as father, mother, step-parents, sister, brother, spouse, son, daughter, stepchildren, grandparents, grandchildren, aunts, uncles, nieces and nephews.

Subd. 3. Job Share: Subject to the other provisions of this section, bereavement leave for employees who job share shall be prorated based on their prorated work schedule.

Section 4. Medical Leave:

Subd. 1. A bargaining unit employee, who has completed his/her probationary period, who is unable to perform his/her duties because of illness or injury and who has exhausted all sick leave credit available, or has become eligible for long-term disability compensation, may, upon request, be granted a medical leave of absence, without pay, up to one (1) year. This leave may be renewed at the discretion of the school district.

Subd. 2. A request for leave of absence, or renewal thereof, under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume his/her normal responsibilities.

Section 5. Insurance Application: A bargaining unit employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave, and shall pay to the school district the monthly premium in advance.

Section 6. 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. The employee may use the personal leave day at their discretion.

Subd. 3. New employees employed prior to January 1 shall receive a full year of service toward personal leave. An employee hired after January 1 shall receive no service toward personal leave through June 30 of that year.

Subd. 4. Requests for personal leave must be made in writing to the Food Service Director at least three (3) days in advance except in cases of emergency.

Subd. 5. On a given day, only one bargaining unit employee per building can use personal leave, unless authorized by the Director of Food Services. Requests received on the earliest date or time by the Director of Food Services will be granted first.

Subd. 6. Job Share: Subject to the other provisions of this section, personal leave for employees who job share shall be prorated based on their prorated work schedule.

Subd. 7. Food Service Employees are allowed to use their earned paid personal leave days during non-student contact days, specifically winter break and spring break.

Section 7. Unpaid Leave:

Subd. 1. Unpaid leave for one (1) or two (2) days may be approved at the discretion of the Director of Food Services. All paid days off, appropriate to the type of leave requested, must be used before unpaid leave will be granted.

Subd. 2. All requests for unpaid leaves must be submitted to the Director of Food Services

at least one (1) week in advance of the leave date. Leave requests submitted less than one (1) week in advance may be granted at the Director of Food Service's discretion.

Subd. 3. No more than one (1) bargaining unit employee per building will be granted an unpaid leave for the same work day(s) unless authorized by the Director of Food Services.

Subd. 4. Failure to follow the above procedures for requesting and/or obtaining unpaid leave may result in disciplinary action.

Subd. 5. Final approval of leave is subject to the Executive Director of Business Services.

Section 8. Family Leave:

Subd. 1. A 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 of the employee for an extended period of time.

Subd. 2. A bargaining unit 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 bargaining unit 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 date of family leave shall be mutually determined by the bargaining unit 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 the 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 year (1) 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 bargaining unit employee mutually agree to an extension of the leave.

Subd. 7. The parties agree that the applicable periods of probation for employees as set forth in Article XVI, Section 1, of this Agreement are intended to be periods of actual service enabling the school district to have an opportunity to evaluate a bargaining unit 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. A bargaining unit 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.

Section 9. Credit: A bargaining unit employee who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which he/she had accrued at the time he/she went on leave. No credit shall accrue for the period of time that an employee was on unpaid leave.

Section 10. Eligibility: Leave benefits provided in this Article shall be available only during the regular school year. A full-time employee whose hours are involuntarily reduced shall retain previously accumulated benefits, but shall not accrue additional benefits.

Section 11. Jury Duty: A bargaining unit employee called for jury duty shall be compensated for the difference between the employee's pay and the pay received for the performance of such obligation.

Section 12. Donation of Paid Personal or Sick Leave

The District and MSEA Food Service Employees recognize the stress and strain put on a MSEA Food Service Employee and family when a serious illness or injury strikes the employee. A catastrophic illness or injury can result in the loss of time and wages depending on the individual MSEA Food Service Employee's situation. In support of the MSEA Food Service Employee and in acknowledgement of the value of that staff person to the District, the District and the MSEA Food Service Employees have developed an emergency sick leave pool where MSEA Food Service Employees who have exhausted their leave options may apply for additional days available as part of the pool. The pool will be filled by donations made by members of the MSEA Food Service Employee unit to support colleagues experiencing such circumstances.

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

The purpose of the donation process is to help the employee who has exhausted all earned paid leaves of absence including paid personal days, paid personal days with a substitute teacher substitute deduction, and sick leave days until the employee is eligible for LTD Insurance payments.

Catastrophic Illness or Injury Defined: Catastrophic illness or injury is defined according to the current LTD provider.

Subd. 2. Eligibility. In order to be eligible to receive donated paid sick leave, the MSEA Food Service Employee must meet all of the following criteria:

1. Diagnosed by a physician with a catastrophic illness or injury (as defined above). 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.
2. The employee must have 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 (participant in the LTD insurance plan and have applied for benefits).
4. Must have already participated in the sick/personal leave donation process. Participation is defined as already have donated 1-3 days of their own time. Employees need to donate at the time of hire or make an initial donation to be eligible to participate. Once the sick leave bank reaches 200 days, donations are no longer needed until the bank is reduced to 20 days (unless the employee is new and wants to participate in the program). All days donated to the pool are non-returnable.
5. Eligibility for the leave donation ends when the MSEA Food Service Employee becomes eligible for long-term disability or 30 days, whichever is less.
6. Be available to the employee for the employee's own illness.

Subd. 3. Donation Details.

1. Leave Bank: The minimum number of days in the sick leave bank for the unit will be 20 days. When the reserve balance stands at twenty (20) days or fewer, all MSEA Food Service Employees wanting to belong to the reserve must contribute at least one day to the reserve to continue participation.
2. Notification. Upon receipt of an eligible employee's request for donated sick leave, the Human Resources Director, with two (2) of the unit's representatives, one of whom will be the MSEA Representative or his/her designee, determine eligibility. The decision on approval on individual requests is final and is not subject to the grievance process.
3. Value: The value of a donated day will be equal to the employee's regular daily rate of pay. Donated days will be deducted in whole, not partial days.
4. Status of Donated Days. Once donated time has been transferred to the donation bank, the donor has no rights to that time for any reason and the time will be treated as if the donor utilized the time.
5. Allowance: The maximum number of days that an eligible employee may access the donation bank is 30 days in any 3 year period.
6. Process: Donated days will go directly into the eligible employee's sick leave bank (Aesop). The Human Resources Director will be in charge of depositing the approved allotted days into the eligible employees sick leave bank.

ARTICLE XII TAX SHELTERED PLAN/403B MATCHING PROGRAM

Section 1. Other Benefits: Bargaining unit employees will be eligible to participate in a tax sheltered annuity plan through payroll deduction established pursuant to Section 457 and 403(B) of the Internal Revenue Code, as amended, Minnesota Statutes 123.35, Subd. 12, and school district policy.

Section 2. Eligibility:

Subd. 1. 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 as defined in the table below, as determined as of September 15 of each year. One year of service shall be defined as the employee being on payroll for a minimum of one hundred thirty-five (135) days. In order to elect a school district match, the employee must have completed five (5) years of

service on or before July 1st of the calendar year in which the employee would become eligible to elect a matching contribution by the school district.

Subd. 2. Employees moving across MSEA units are allowed to take their years of continuous service with them for purposes of 403(b) eligibility as outlined in the table below.

Section 3. 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 human resources office. The program shall be defined as September 1st through August 31st. Employee elected contributions may not be changed during the program year.

Section 4. 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. The total school district program year match for employees eligible under Section 1 Subd. 1 shall be outlined in the table below. 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 September 30th each program year the employee elects to participate.

Years of service	Full time (6 or more hours/day)	3-5.999 hours/day
0-5 Years	\$0	0
6+ Years	\$1,100- 21-22 school year \$1,175- 22-23- school year	\$400- 21-22- school year \$475- 22-23- school year

Section 5. 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 human resources office in writing of a desire to change investment companies. All written investment company change requests must be received in the human resources office no later than June 15th preceding the next program year.

**ARTICLE XIII
NON-APPLICABLE**

**ARTICLE XIV
GRIEVANCE PROCEDURE**

Section 1. Grievance Definition: A "grievance" shall mean an allegation by a bargaining unit employee resulting in a dispute or disagreement between the employee and the school district as to interpretation or application of terms and conditions contained in this Agreement.

Section 2. Representative: The employee, administrator, or school district 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 Interpretation:

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 district's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date of the occurrence of the act or within twenty (20) days after the employee acquired or should, through the use of reasonable diligence, have acquired knowledge of the alleged violation. 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 district's designee. The processing of all grievances at Level I shall be during the normal work day, whenever possible, and employees shall not lose wages due to their necessary participation.

Section 5. Adjustments of Grievance: The school district and the employee 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 Executive Director of Business Services 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 Director of Human Resources, 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 Director of Human Resources, the Director of Human Resources or his/her designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Director of Human Resources or his/her designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III. In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the Superintendent, provided such appeal is made in writing five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the Superintendent, the Superintendent shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the Superintendent shall issue his/her decision in writing to the parties involved.

Section 6. Superintendent's Review: The Superintendent reserves the right to review any decision issued under Level I and Level II of this procedure provided the Superintendent notifies the parties of his/her intention to review within ten (10) days after the decision has been rendered. In the event the Superintendent reviews a grievance under this Section, the Superintendent reserves the right to reverse or modify such decision.

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

Section 8. Arbitration Procedures: In the event that the employee and the Superintendent 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 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 III 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 proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement

on an arbitrator is reached, either party may request the PERB 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 within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the PERB 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.

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 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, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

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 organization structure, and selection and direction and number of personnel. In considering any issue in dispute, in 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 within the legal limitations surrounding the financing of such operations.

**ARTICLE XV
SENIORITY**

Section 1. Recognition: The parties recognize the principle of seniority in the application of this Agreement within classifications concerning reduction in force.

Section 2. Date: Full-time employees shall acquire seniority upon completion of the probationary period as defined in this Agreement and upon acquiring seniority the seniority date shall relate back to the date of original hire. If more than one (1) employee is hired on the same date, seniority ranking shall be determined by lot.

Section 3. Seniority and Lay-Off Applications: In the event the district lays off cooks, the following rules shall apply:

Subd. 1. The cook with the least seniority will be the first cook laid off. The next full-time cook with least seniority shall be the second cook laid off and so on.

Subd. 2. The last cook to be laid off (the one laid off who has the most seniority) shall be able to replace the food service assistant who has the most working hours of all food service assistants.

Subd. 3. The food service assistant who was displaced by the laid off cook can then "bump" the next food service assistant with the most working hours and so on down the food service assistant seniority list.

Subd. 4. If there is no lay off of cooks, but the food service assistant positions are reduced, the seniority date of the food service assistants shall determine who is laid off. The least senior food service assistant shall be the first to be laid off. The second least senior food service assistant, the second to be laid off and so on.

Subd. 5. Laid off employees shall retain their seniority date and right to recall for one school year after the lay-off occurs.

Section 4. List: The school district shall prepare an updated seniority list on an annual basis.

**ARTICLE XVI
PROBATION**

Section 1. Probationary Period: A bargaining unit employee under the provision of this Agreement shall serve a probationary period of one (1) calendar year 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. Completion of Probationary Period: A bargaining unit employee who has completed the probationary period may be suspended without pay, discharged or disciplined only for 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 3. Probationary Period - Change of Classification: In addition to the initial probationary period, a bargaining unit employee transferred or promoted to a different classification shall serve a new probationary period of sixty (60) working days in any such new classification. During this 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 position with no loss of seniority.

ARTICLE XVII CORRECTIVE DISCIPLINE

Section 1. Objective: The school district intends to follow a policy of progressive corrections with its employees.

Section 2. Sequence: The normal sequence of corrections would be:

- A. Conference with the Bargaining Unit Employee: The first step in resolving most correctional situations is through an employee/supervisor conference.
- B. Written Reprimand: If the Supervisor believes that a written reprimand is necessary, he/she will first confer with the employee regarding the circumstances. If a written reprimand is issued the employee shall be given a reasonable time to correct the problem.
- C. Suspension/Pay Dock:
 1. Reason: An employee may be suspended without pay for just cause. Any such suspension/pay dock is subject to the grievance procedure.
 2. Notice of Hearing: Suspension/pay dock(s) shall take effect upon written notification from the Superintendent of Schools to the employee, stating the grounds for the suspension/pay dock which may include, but would not be limited to, theft, conduct, abuse of students, abuse of fellow employees, abuse of school property, abuse or misuse of sick leave or neglect of duty, together with a statement that the employees may make a written report for a hearing before the School Board to review the suspension within ten (10)

days after receipt of such notification. If no hearing is requested within the ten (10) day period it shall be deemed acquiescence by the employee to the suspension/pay dock. If the School Board receives a request from the employee within the ten (10) day period following notification, the School Board shall conduct a hearing within twenty-one (21) days of the receipt of the request.

3. School Board Review: If after a hearing before the School Board the suspension is reversed and set aside, the employee shall be reinstated and compensated for salary loss during the period of the suspension. However, should the decision of the School Board, after said hearing, be to uphold the suspension, the employee shall have the right to invoke the grievance procedure set forth in this Agreement at the arbitration level, provided written notification requesting arbitration is received by the School Board within five (5) days after receipt of the School Board decision.
4. Effective Date: The suspension/pay dock shall take effect upon receipt by the employee of the written notice of suspension/pay dock. The suspension/pay dock shall continue in effect for the time period provided in the written notice unless changed by the School Board, but in no effect shall the suspension/pay dock exceed a period of thirty (30) working days.

Section 3. Representation: Both the bargaining unit employee and the school district are entitled to be represented during this process.

ARTICLE XVIII UNIFORMS

Section 1. Uniforms:

Employees at the time of hire shall be provided with:

3 tops		4 tops
3 pants	OR	2 pants
3 aprons		3 aprons
1 visor		1 visor

ARTICLE XIX DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on its date of execution, 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 at its expiration, it shall give written notice of such intent no later than sixty (60) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

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

Section 3. Finality: Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement.

Section 4. Severability: The provisions of this Agreement shall be severable, and if any provision 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 or any provision thereof.

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

For:
Minnesota School Employees Association
Circle Pines, MN 55014

For:
Centennial School District 12
Circle Pines, MN 55014

Negotiator

School Board Chairperson

Negotiator

School Board Clerk

Negotiator

Negotiator

Dated this _____ day of
_____, 20____

Dated this _____ day of
_____, 20____

SCHEDULE A

2021-22: Employees will move steps on the salary schedule effective July 1, 2021

2022-23: Employees will move steps on the salary schedule effective July 1, 2022

COOK MANAGERS/COOKS

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
7/1/2021-6/30/2022	17.32	17.71	18.07	18.67	18.81	xxx
7/1/2022-6/30/2023	17.49	17.89	18.25	18.86	19.00	19.14

FOOD SERVICE ASSISTANTS

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
7/1/2021-6/30/2022	15.54	16.00	16.47	16.95	17.07	xxx
7/1/2022-6/30/2023	15.70	16.16	16.63	17.12	17.24	17.37

CERTIFICATION

Level 1 10¢ / per hour (required for all new employees)

Level 2 30¢ / per hour

Level 3 50¢ / per hour

Level 4 70¢ / per hour (\$.80 for 7/1/2022-6/30/2023)

* Certification pay will be effective the month after the certification level is earned.

LONGEVITY SCHEDULE

	Completed Years	<u>Effective 7/1/2021</u>
<u>Longevity</u>	10 – 14 Years	20¢
	15 – 19 Years	35¢
	20 – 24 Years	45¢
	25 + Years	55¢

COOK MANAGERS

(Pay above existing hourly rate)

	<u>Elementary</u>	<u>Secondary</u>	<u>Lead Cook/Cent. Elem.</u>
2021-2022	5.00	5.80	.85
2022-2023	5.10	5.90	.95

EDUCATION

Contingent on a positive fund balance in the Food Service Fund and if fitting into overall budget plans of the Food Service Fund, the following educational opportunities will be made available when feasible.

Annual MSNA Conference: MSNA member tuition, room, travel shall be paid for each Cook Manager to attend annual conference (2 to a room/car). MSNA member tuition, room, travel (4 per room/car) shall be paid for each bargaining unit employee who has been employed by the district for one (1) year and meets attendance criteria for current school year.

Nutrition Conference: MSNA member tuition shall be paid for each employee annually subject to the approval of the Director of Food Service and the Director of Human Resources.

Food Manager Certification (MN Dept. of Health): Tuition and re-certification for Cook Managers will be paid. Responsibility of staying current with certification and submitting necessary paperwork/documentation is that of the Cook Manager.

SNA Certification: The school district will pay each bargaining unit employee a one-time payment of \$250 upon receiving proof indicating they have earned a Level I or Level II Food Service Certification. Such payment shall be made within 60 days after proof has been presented to the Director of Food Services.

SNA Re-Certification: The school district will pay each bargaining unit employee \$60.00 upon receiving proof indicating they have earned re-certification of Level I, II, III or IV. Such payment shall be made within 60 days after proof has been presented to the Director of Food Services.

SNA Membership: The school district shall pay the annual SNA Membership Dues for each employee subject to the approval of the Director of Food Service and the Director of Human Resources. This will be self-administered by the employee.

MEMORANDUM OF UNDERSTANDING

Between
Centennial School District #12
And
MSEA- Food Service Employees

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 Food Service 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.

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

FOR MSEA Food Service Employees
Circle Pines, MN

FOR ISD #12
Circle Pines, MN

School Board Chairperson

School Board Clerk

MEMORANDUM OF UNDERSTANDING

Between
Centennial School District #12
And
MSEA- Food Service Employees

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 the Director of Food Service for a maximum of two (2) 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 Food Service Employees
Circle Pines, MN

FOR ISD #12
Circle Pines, MN

School Board Chairperson

School Board Clerk