



COLLECTIVE BARGAINING AGREEMENT

Between

**Independent School District 281
Hennepin County, Minnesota**

and

**Service Employees International Union Local 284
Nutrition Services Program Employees**

**2019-2020
2020-2021**

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PREAMBLE

The School Board and the Service Employees International Union Local 284, nutrition services employees, recognize that they have a common responsibility beyond their collective bargaining relationship. Each will strive to achieve quality long-term educational goals and programs through the establishment of mutually accepted channels of communication. It is hoped that this joint effort will contribute in significant measure to the advancement of public education in District 281.

AGREEMENT

This Agreement entered into between the School Board of Independent School District 281, Hennepin County, Minnesota, hereinafter referred to as the School Board, and the Service Employees International Union Local 284, nutrition services employees, hereinafter referred to as Local 284, pursuant to and in compliance with Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A. of 1971, as amended, to provide the terms and conditions of employment for the child nutrition employees during the duration of the Agreement.

RECOGNITION

In accordance with P.E.L.R.A. of 1971, as amended, the School Board recognizes Local 284 as the exclusive representative of nutrition services employees employed by this School Board. Local 284 shall represent all the child nutrition employees of the district as defined in this Agreement and in said Act.

ARTICLE I: DEFINITIONS

1-1 Terms and Conditions of Employment:

This shall mean the hours of employment, the compensation therefore, including fringe benefits, and economic aspects relating to employment. The terms in both cases are subject to the provisions of M.S. 179A.07, Subd. 1, as amended, regarding the rights of public employers and the scope of negotiations.

1-2 Description of Appropriate Unit:

For purposes of the Agreement, the term nutrition services staff shall mean all persons in the appropriate unit employed by the School Board in such classification excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed 14 hours per week, 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.

1-3 Other Terms:

All other terms used in this Agreement shall be defined as stipulated in the P.E.L.R.A. of 1971, as amended.

1-4 School District:

For the purpose of administering this Agreement, the term "School District" shall mean the School Board or its designated representative.

ARTICLE II: SCHOOL BOARD RIGHTS

2-1 Inherent Managerial Rights:

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 the selection, direction, and number of personnel.

2-2 Management Responsibilities:

The School Board has the right and obligation to manage efficiently 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.

2-3 Effect of Laws, Rules, and Regulations:

All employees covered by this Agreement shall perform the non-teaching services prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and Federal laws. School Board rules, regulations, and directions issued by properly designated officials of the school district will also be followed, providing they do not conflict with terms of this contract.

2-4 Reservation of Board's Rights and Duties:

This Agreement is not intended to abrogate the statutory power of the School Board of the school district to make rules and regulations to manage and to direct all the operations and activities to the full extent authorized by law, relative to anything whatever necessary for the proper establishment, maintenance, and management of the public school system, consistent with the terms of this agreement.

2-5 Affirmative Action:

District 281 and Local 284 support the Affirmative Action Plan which states that District 281 will not discriminate against or harass any employee or applicant for employment because of race, color, creed, religion, national origin, sex, disability, age, marital status or status with regard to public assistance, sexual preference or other statutory protected classes except where such status is a bona fide occupational qualification.

ARTICLE III: NUTRITION SERVICES PROGRAM LOCAL 284 RIGHTS

3-1 Right to Join:

Nutrition services employees have the right to join any organization as provided under P.E.L.R.A. of 1971, as amended, but membership in an organization shall not be required as a condition of employment. With the authorization of the employee, each employee shall have the right to request and be allowed dues check-off for the Union. The employee request shall be in the form of a written authorization, online sign-up, or audio-recorded phone authorization submitted to the Union. The Union shall provide the District with the appropriate form of authorization for dues/premier member dues deductions.

3-2 Right to Discuss Complaint:

No nutrition services employee shall be prevented from informally discussing a complaint with the employee's immediate superior, as provided by P.E.L.R.A. of 1971, as amended.

3-3 Request for Dues Check-Off:

An employee who is a member of the Union, or who has applied for membership, shall have the right to request and be allowed dues check-off for the Union. 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 the Union.

ARTICLE IV: GRIEVANCE PROCEDURES

4-1 Definition:

A grievance shall mean a dispute or disagreement as to the interpretation or application of any term or terms of this agreement.

4-2 Representative:

The 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 the district's behalf. The employee must be present, if possible, at all steps of the procedure pursued as provided by P.E.L.R.A. of 1971, as amended.

4-3 Grievance Steps:

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. In the event the school district fails to respond within the time periods hereinafter provided, the Union may consider the grievance denied and appeal the grievance to the next step of the grievance procedure. For the purpose of this procedure, days shall be defined as work days.

4-3-1 Step I:

All effort shall be made to resolve any conflict by the employee with the supervisor or administrator directly involved. The grievance shall be presented in writing within twenty-five (25) days from the date of the occurrence alleged to be a grievance, and every effort shall be made to keep a grievance from carrying over into another fiscal year. The grievance will be submitted on the prescribed form stating the facts upon which it is based, the provision(s) in the agreement allegedly violated, and the relief requested. Within five (5) days after receipt of said written grievance, the supervisor shall discuss the allegation with the employee and/or the employee's representative in order to seek a satisfactory settlement of the grievance.

4-3-2 Step II:

Any nutrition services employee who has not received a satisfactory settlement as outlined in the previous level shall submit his/her grievance in writing to the Superintendent. The Superintendent shall have a hearing and move on the grievance or refer the matter on to the next step within 15 days. The Superintendent shall render a written decision within 15 days thereafter. If the decision is not acceptable to the nutrition services employee involved and the matter pertains to this agreement the matter may proceed to the next step within five (5) days thereafter, otherwise the decision of the Superintendent is final.

4-3-3 Step III:

Within said five days, either party may voluntarily request mediation through the Bureau of Mediation. The mediation process will not normally last more than one day. The mediator will issue an opinion as soon as possible, but at least within one week of the hearing. Both parties must agree to use this voluntary step, otherwise an unresolved grievance will proceed to the next step.

4-3-4 Step IV:

Within said five (5) days, either party may request arbitration. 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 Bureau of Mediation to appoint an arbitrator, pursuant to M.S. 179A.21, Subd. 2 providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Bureau of Mediation within the time periods provided herein shall constitute a waiver of the grievance.

4-4 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 will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo. All witnesses shall be sworn upon oath by the arbitrator.

4-5 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 the arbitrator 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. of 1971, as amended. The arbitrator shall issue a written decision and order including findings of fact which should be based upon substantial and competent evidence presented at the hearing.

4-6 Expenses:

Each party shall bear its own expenses in relating to the party's representatives, witnesses, connection with arbitration including expenses and any other expenses which the party incurs in connection with presenting its case in arbitration. The parties will 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. The cost of a transcript or recording, if requested, shall be borne by the requesting party.

4-7 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, in 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 within the legal limitations surrounding the financing of such operations.

4-8 Election of Remedies and Waiver:

A grievant instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article.

ARTICLE V: WORKING CONDITIONS

5-1 Emergency Closings:

When schools are closed due to inclement weather or other circumstances, nutrition services employees will not report for work unless otherwise notified by the Nutrition Services Program Director. Five times per school year under such circumstances employees who are unable to report to work will be entitled to draw sick day pay to make up for the lost day's pay. For those employees who do show up for work and a snow day is called, they shall be paid a minimum of two (2) hours or actual hours worked if more than two (2) hours. A nutrition services employee will be paid no more than the number of hours normally worked each day. The maximum number of days covered by this provision will be five days.

If schools are closed due to a catastrophic event or by the School Board for any other emergency and nutrition services employees are told not to report to work by the Nutrition Services Program Director they will be entitled to draw sick day pay to make up for the lost days up to a maximum of 15 days.

5-2 Holidays:

Nutrition services employees will receive ten (10) paid holidays and paid days off. Paid holidays and paid days off include: Friday of Teachers Convention, Thanksgiving, day after Thanksgiving, Martin Luther King Jr. birthday, Presidents' Day, Good Friday, Easter Monday and Memorial Day and two (2) floaters scheduled on non-work days. Paid holidays cover all employees who work fourteen (14) hours or more per week.

Eligibility for a paid holiday requires working the scheduled work day before or the scheduled work day after a holiday. Example: A Monday holiday requires attendance on Friday or Tuesday, and a Tuesday holiday requires attendance on Monday or Wednesday, except in case of serious illness. Employees who work summer feeding and Adventure Club program(s) shall also receive July 4th as a paid holiday provided they work a minimum of twenty (20) days in the summer.

5-3 Religious Holidays:

Nutrition services employees may be granted up to two (2) days of leave with pay per year for observance of religious holidays. Nutrition services employees requesting time off for a religious holiday shall submit an application setting forth the full particulars to the Executive Director of Human Resources prior to the holiday. Such days will not be deducted from accrued sick leave.

In the years that it is necessary for some nutrition services employees to have three (3) days for religious observances, an additional day may be granted upon application to the Executive Director of Human Resources for approval.

5-4 Posting of Jobs:

There shall be posting of all job openings showing location, hours, levels of classification, pay rate, job qualifications and days worked, so that the nutrition services employees qualified for the position shall have an opportunity to apply. Selection criteria will include work experience, job related skills, seniority and education. Seniority will be considered, but not the sole determining factor. Postings will be made during the school year insofar as is possible. The Board reserves the final right to transfer or promote employees.

Once a vacancy is declared, the vacancy shall be posted for at least two (2) working days. Employees that are not selected may request within five (5) working days of decision a response as to why they were not selected. Response (meeting) shall be given within ten (10) working days. When interviews are complete, each person who applied will be notified whether he/she was or was not hired.

5-4-1 In-District Credit Experience:

Employees who move from one position to another position within the nutrition services program shall make a lateral move relative to their current step position.

5-5 Annual Increment:

If an employee's start date is before December 31st, the employee will receive an increment at the beginning of each school year (in September). If the employees start date is between January 1st and the end of the school year, the employee will receive an increment a year from the following September. Once on the schedule, the employee will receive an increment each fall. An employee must meet all training requirements before a step increase will occur.

5-6 Overtime:

Overtime will be paid at a rate of time and one-half after 40 hours of actual hours worked in one week. A work week begins on Sunday and ends on Saturday. An employee shall be paid a minimum of two (2) hours for anytime the employee is called into the job site.

Nutrition services employees who work less than a 40 hour week and work extra hours before 6 a.m. and after 3 p.m., or any hours worked on weekends shall receive an additional five dollars (\$5) per hour over and above their regular rate of pay. (Increase effective after November 20, 2017 and not retro).

The five dollar rate will not be applied to employees whose regularly scheduled work day begins before 6 a.m. or extends after 3 p.m. or to any hours worked over 40 hours a week. The five dollar rate will not be applied to time spent at the preschool workshop, training or manager meetings.

5-7 Jury Duty:

Employees called for jury duty, or called as a witness in court in a matter pertaining to District 281, shall suffer no loss in compensation from the school district. Nutrition services employees who receive a summons are to notify their supervisor immediately of the proposed dates of service. A copy of the jury duty check should be sent to the Payroll Department as proof of service.

5-8 Layoff and Voluntary Resignation of Employment:

The school district shall require two weeks written notice from a nutrition services employee voluntarily resigning employment and 30 working days notice for those nutrition services employees with the intent to retire. In the case of layoffs and other not-for-cause termination, the district shall provide two weeks' notice.

5-9 Probation:

All new employees shall work a probationary period of one hundred (100) working days. The Nutrition Services Program Director will have the option of extending the probationary period an additional thirty (30) days with the consent of the employee and union steward. No new employee shall be considered a regular employee until the employee has served this 100 working day probationary period and has been accepted by the Nutrition Services Program Director and the Administration. Nutrition services employees who receive promotions (part time to full time or to a nutrition services manager position) shall serve a new 100 working day probationary period. If it is determined by the school district that the employee's performance in the new position is unsatisfactory, the district will reassign the nutrition services employee to the previously held classification in a position with the same number of hours as previously worked prior to promotion. During the working day probationary period, the employee may elect to return to his/her former classification.

5-10 Seniority List:

At the end of each calendar year a current seniority list will be posted in each school.

5-11 Steps of Discipline (for non-probationary employees):

Normally, the following disciplinary actions may be imposed for good and sufficient grounds:

1. Oral reprimand;
2. Written reprimand;
3. Suspension with or without pay;
4. Termination.

A nutrition services employee has the right to Local 284 representation at any level of the discipline procedure. The Union will be notified of any disciplinary measures. If the nutrition services employee does not want the union notified, he/she must state that in writing to the Executive Director of Human Resources, the building principal or the supervisor. When the discipline is an oral reprimand, the discipline may not be grieved.

5-12 Fringe Benefits for Involuntary Reduction of Hours:

There shall be no loss of fringe benefits due to involuntary reduction of the work hours, unless required by the insurance carrier.

5-13 Required Training:

All Nutrition Services managers must be certified at Level 4 with School Nutrition Association (SNA) or obtain Level 4 certificate within one (1) year of hire date and must be ServSafe certified and hold a Minnesota Department of Health Food Protection Managers' Certificate.

All Nutrition Services assistant managers must be certified at Level 3 with School Nutrition Association, (SNA), or obtain Level 3 certificate within one (1) year of hire date and must be ServSafe certified or hold a Minnesota Department of Health Certified Food Protection Managers Certificate.

All new staff, hired after July 1, 2009 are required to complete the following courses: one (1) ServSafe, or other approved safety course and one (1) SNA core class within the first six (6) months of employment.

No step increase will occur until requirements are met.

The Nutrition Services employee must submit the School Nutrition Association application and supporting documentation to the Nutrition Services Program Director or his/her designee. Certification stipend shall be retro back to the submission and signing date of the application once a copy of the School Nutrition Association Certificate is presented to the Nutrition Services Program Director. Certification initial and renewal applications must be submitted to the Nutrition Services Program Director for processing. Any renewal fees due to lapsed certificate are the responsibility of the employee.

Certification stipends will be adjusted to reflect a decrease if certification level expires.

A current copy of certification must be provided by the employee to the Nutrition Services Program Director to maintain stipend.

ARTICLE VI: LEAVES OF ABSENCE

6-1 Sick Leave:

Nutrition services employees will be granted one day of sick leave per month from September through May of each school year. Unused sick leave shall be allowed to accumulate to an unlimited amount. A day of sick leave shall be for the same number of hours as the employee is regularly scheduled to work.

-A nutrition services employee may be required to submit a physician's certification of illness for absences of three (3) consecutive days or more prior to returning to work. The final determination as to the eligibility of an employee for sick leave is reserved for the school district.

6-1-1 Sick Leave Use:

Sick leave may be used by an employee for illness for immediate family members as defined in Minnesota Statute 181.9413 or legal guardian. Requests to have such family care leaves deducted from sick leave are to be directed to the Executive Director of Human Resources. The leave may be defined as Family Medical Leave of Absence (FMLA). The district does require that FMLA be deducted from accrued sick leave. For the purpose of sick leave usage, immediate family is defined as an employee's child (including stepchild, biological child, adopted child, and foster child), adult child, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild (grandchild includes step-grandchild, biological grandchild, adopted and foster grandchildren), grandparent or stepparent.

6-1-2 Sick Leave Incentive:

A nutrition services employee who has worked the full year, has at least 120 hours of sick leave accrued, has the option to receive incentive pay as follows at the end of the school year.

<u>Amount of absence</u>	<u>Payment</u>
0 absences	4 days @ 50% pay
Up to 2 days	2 days @ 50% pay

The employee's sick leave accumulated will be reduced by 4 days or 2 days respectively. Sick leave used for snow days and/or catastrophic events covered under Article 5-1 and personal leave with at least three (3) three days notice will not be charged against this incentive.

6-1-3 Sick Leave Donation Program:

Purpose: This program provides an opportunity for employees in this bargaining unit to donate days to other employees in this bargaining unit in certain situations where an employee has experienced a catastrophic illness or injury with special,

extenuating circumstances that results in not being eligible for or exhausting all other benefits.

Description: This is a leave-to-leave program, under which the employee recipient does not have the option to convert the donated leave into cash. An employee recipient does not accrue leave benefits while accepting donations. A donor employee may contribute whole days of sick leave to a specific employee recipient. Eligible employee recipient will provide the necessary eligibility and medical documentation to the Human Resources Department. The Human Resources Department will notify the bargaining unit of the employee recipient's eligibility. The bargaining unit's responsibility will be to communicate the donation needs of the employee recipient to other bargaining unit employees. Employee recipient may not use this program to care for a spouse or dependent.

Eligibility for Employee Recipients: The employee recipient must have experienced a catastrophic illness or injury with special, extenuating circumstances that results in not being eligible for or exhausting all other benefits. A catastrophic illness or injury will be defined as follows: "A severe, medically certified illness or injury necessitating the staff member's absence from work for an extended period of time. These events are one's own terminal, life-threatening, or other grave illness/injury." The employee recipient will become ineligible for this program once any other source of income (e.g., workers' compensation or Social Security insurance) becomes available. The employee recipient is required to report ineligibility and may be required to repay overpayments. The employee recipient may access as many days as are donated in their name as long as medical certification supports their eligibility.

Clarification for Donor Employees: Donor employees may contribute up to two (2) days from their sick leave balance in any one fiscal year to the sick leave bank for use by an eligible employee recipient. Leave may be donated in full day increments only. The donation is not tax-deductible to the donating employee and will result in recognition of increased wages and taxes to the employee recipient. This benefit does not apply to Articles 6-1-1 or 10-1-2-2 of the contract.

6-2 Unpaid Medical Leave of Absence:

An employee can request a leave of absence if the employee suffers a serious illness or injury, or if a member of the employee's family (spouse, child, and parent or legal guardian) suffers an illness or injury requiring the employee's supervision and care. The employee must use their accumulated sick leave whether they are eligible for FMLA, (Family Medical Leave Act), or not. Medical leaves will typically be granted for up to one year. Such leaves can be extended at the discretion of the School Board.

6-3 Bereavement:

A leave of absence with pay, not to exceed five (5) days shall be granted because of the death of an employee's spouse, significant other, adult or minor child, parent or legal guardian, mother-in-law and father-in-law. Up to three (3) days shall be granted because of death in the family which shall be defined as sisters, brothers, grandchildren, grandparents and corresponding in-laws. One (1) day shall be granted because of the death of aunts, uncles, nieces and nephews. Such leave shall not be deducted from sick leave and unused leave for such purposes shall not be accumulative.

In addition to the leave specified in this section, all nutrition services employees may use up to two (2) days personal leave for bereavement.

The intent of bereavement leave is that it be used in conjunction with the death or funeral of a listed individual and should be used within the 5 working days from the time of death or funeral unless an extension is approved for individually demonstrated circumstances.

6-4 Personal Leave:

Each nutrition services employee may be granted up to three (3) days of personal leave per year without salary deduction. Each day used for personal leave shall be deducted from sick leave. Personal leave shall be defined as follows: Leave granted to an individual for compelling affairs when it is shown that such matters cannot be consummated outside of school hours and such a delay in such affairs would cause a hardship. Requests need not state the reason why the employee needs the day off. Except in the case of emergencies, request for such leave must be submitted at least three (3) days in advance to the Nutrition Services Program Director. Normally, personal leave shall not be granted the day before or the day following a designated holiday. Unused personal leave days are not accumulative. Personal or pay deduct requests should be submitted via email to the Nutrition Services Program Director for approval. Only one (1) day at a time will normally be granted for personal day requests. No personal days will be granted before or after a scheduled day off i.e. Wednesday or Monday on MEA weekend. It is the employee's responsibility to notify the nutrition services manager to arrange for a substitute. Exceptions may be granted for extenuating circumstances.

6-5 Child Care Leave:

Child care leave shall be granted for birth or adoption. Such leave shall be granted because of the need to prepare and provide parental care to a natural born or adopted child or children. An employee making application for child care leave shall submit a written request to the Executive Director of Human Resources of the intention to take the leave at least two calendar months before commencement of the intended leave. A pregnant employee will also provide at the time of the leave application a statement from her physician indicating the expected date of delivery, the term of disability and the date that the employee will be physically able to return to work. All child care leaves

shall be without compensation except for sick leave used for the period of time during which the employee is temporarily, medically disabled because of a pregnancy or a pregnancy-related condition. The child care leave including the period of disability shall not exceed twelve months in duration. 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.

6-5-1 Subsequent School Year:

If the nutrition services employee desires to resume working in the fall of the subsequent school year the employee should notify the Nutrition Services Program Director in writing by March 15 of the calendar year in which the employee intends to resume working.

6-5-2 Reassignment Rights:

Upon return to work, the employee shall be placed on the salary and hourly schedule at the status which prevailed at the time the leave of absence commenced. If an employee fails to return to work upon expiration of the leave of absence, such employee shall lose all seniority rights.

6-6 Personal Leave of Absence Without Pay:

An extended leave of absence (for personal reasons) may be granted without pay, upon written application and approval of the Nutrition Services Program Director. The request must be submitted at least ten days prior to the beginning of the leave. Leaves will typically be granted for no more than one school year. An employee who is granted a leave of absence for over 90 days by the School Board shall lose seniority for the period of time the person is on leave (Example: A nutrition services employee hired on September 1, 1987, who takes a one year leave of absence shall have a new seniority date of September 1, 1988.)

6-7 Return from Leave of Absence:

When a nutrition services worker, on an approved leave of absence returns to work, he/she is entitled to return to a position equal in category, step and hours.

ARTICLE VII: BASIC SCHEDULES AND RATES OF PAY

7-1 2019-2020 AND 2020-2021 SALARY SCHEDULES – APPENDIX A – PAGE 28

The wages and salaries reflected in Appendix A, attached hereto, shall be a part of the Agreement for the 2019-2020 and 2020-2021 school years.

7-2 Nutrition Services Program Manager's Reporting Meeting:

Nutrition services managers and all other nutrition services employees shall be allowed fifteen (15) minutes extra after the day of the nutrition services manager's meeting to report to their co-workers on what was discussed at said meeting.

7-3 Notification of Payment:

Schedule of direct deposit notice will be established by the district at the beginning of each school year.

7-4 Replacing Higher Classification Employee:

Any Nutrition Services employee who has assumed a higher classification for 5 consecutive work days will be paid on the higher classification salary schedule retroactive to the first day of the absence. In all cases the employee assuming a temporary higher classification will be paid based on the step equal to the employee's current salary schedule step to a maximum of Step 4 providing all duties of the higher classification are met.

7-5 Staff Reduction:

When conditions require a reduction in the number of nutrition services employees, the employees shall be laid off in order of seniority according to job category. Seniority date will be based on original date of hire. The employee with the least seniority by job category shall be the first laid off.

7-5-1 Notice of Layoff:

Nutrition services employees who are laid off due to a reduction in force shall receive notice of layoff at least two weeks in advance of the layoff. Nutrition services employees receiving notice of layoff will choose one of the following options:

1. Bump the least senior person in their category; or
2. Bump the least senior person in a lower category; or
3. Accept a vacancy in child nutrition and retain recall rights; or
4. Accept the layoff

Nutrition services employees exercising their bumping rights cannot bump into a position of greater hours or of a higher category.

7-5-2 Recall:

The first call will be to nutrition services managers who will be notified of a staff change in their kitchen. The second call will be to a nutrition services employee who is either being displaced or bumped from his/her position. The nutrition services employee will be given several options as noted below. The nutrition services employee has to make a decision within 24 hours so that the next eligible nutrition services employee can be offered employment. The nutrition services employee notifies the Nutrition Services Program Director of his/her decision. The manager is notified of a change and the next employee is contacted, etc., until all eligible nutrition services employees have been contacted and all positions are filled.

Recall shall be by district seniority within job category. An employee who is laid off shall have first rights to any available position equal or less in hours and pay to the position from which the employee was laid off. If the position available at

recall contains fewer hours, the employee may accept the available position without giving up his/her rights to a position containing greater hours. If the rate of pay is less in the available position, the rate of pay will be that of the employee's rate of pay at the time of layoff. An employee shall hold rights of recall following layoff for a period of up to 15 (fifteen) months from the date of the layoff. If no position of equal pay to the employee's position prior to layoff becomes available within (15) fifteen months, the rate of pay will then be that of the category to which the employee is assigned.

A nutrition services employee who is bumped from a secondary school position will maintain the stipend of 50 cents per hour for a period of up to 15 months while he/she is employed in an elementary position. If the employee applies and is hired for another position at the elementary school level, the stipend is no longer valid.

The nutrition services employee who is bumped from an elementary position to a secondary school position earns the 50 cents per hour stipend, as long as he/she holds the position at the secondary school level.

If a nutrition services employee is bumped, loses hours and the rate of pay in the new category is less, including a step increase, the employee shall suffer no loss in hourly pay in the same position during the 15-month period.

7-6 Training, Conventions and Seminars:

The district will pay the following fees or provide reimbursement for Nutrition Services employees. To receive reimbursement, employees must submit their request and required documentation to the Nutrition Services Program Director. Failure to submit the completed applications or necessary paperwork to the Nutrition Services Program Director will result in the employee being solely responsible for the following fees.

- Robbinsdale Nutrition Services has a district-owned membership through School Nutrition Association. All employees will be enrolled as a member with School Nutrition Association at no cost to the employee.
- Fees for School Nutrition Association certification application.
- Up to \$175 toward state or national conference registration per school year. This will be limited to 50% of the Nutrition Services employees on a first come/first served basis or the District may equally distribute the budgeted funds if more than 50% wish to attend.
- One (1) ServSafe, or other approved food safety courses and one (1) SNA core class within the first six (6) of employment
- Minnesota Department of Health Food Service Manager's Certificate application and renewal fee for category I, category II, category IV and managers.

7-7 Uniform Allowance:

The District will provide up to \$130 per year for employees working less than six hours per day and up to \$180 per year for employees working six hour or more per day for district approved shirts, slacks, shoes and visors. All employees are required to wear

the established uniform unless prior approval has been made. Employees must submit receipts for reimbursement to the Nutrition Services Program Director. A Labor Management Committee, appointed by the Nutrition Services Program Director, will review uniforms every two years. All receipts for uniform reimbursements must be received by May 1.

**ARTICLE VIII: GROUP INSURANCE -
for Nutrition Services Employees hired prior to July 1, 2007**

8-1 Group Insurance Preamble:

Subject to the provisions of this Agreement and the group insurance plans established by this article, a Nutrition Services employee on an unpaid leave of absence (LOA) may continue to participate in the group insurance plans. A Nutrition Services employee choosing to continue participation shall pay the full monthly premium for such plan, commencing on the date the unpaid LOA begins. For purposes of this article, "unpaid leave" means the Nutrition Services employee is no longer receiving a district paycheck for work performed, or the Nutrition Services employee is not receiving paid sick leave.

8-2 Hospitalization and Major Medical

For nutrition services employees working 30 hours per week or more, the School Board will participate in the hospitalization/medical insurance program by paying the following amounts towards the monthly health insurance premium.

January 1, 2020 – December 31, 2020	Single \$702	Family \$876
January 1, 2021 – December 31, 2021	Single \$727	Family \$901

Nutrition services employees working 25 hours or more per week but less than 30 hours per week shall be eligible for one half of the District's contribution for full-time nutrition services employees. Any additional costs of premiums shall be borne by the nutrition services employee and paid by payroll deduction.

8-2-1 Full-time Nutrition Services Employees:

For full-time nutrition services employees who enroll in the District's medical insurance plan with at least a \$750 annual deductible or a family plan annual deductible of at least \$1500, the District shall contribute monthly the amount listed above plus an annual VEBA contribution as listed below. Nutrition services employees who work an average of 25 hours or more, but less than 30 hours per week and participate in the District's medical insurance plan with at least a \$750 annual deductible or a family plan annual deductible of at least \$1500 shall receive one-half of the District's monthly contribution toward premium plus one-half of the annual contribution to the VEBA as listed below:

Effective January 1, 2016 - \$550 annual (\$45.84/mo) VEBA contribution.

8-3 Dental Insurance:

For nutrition services employees hired prior to July 1, 2007, the school district will pay 100% of the annual single premium, and 80% of the family premium for employees who participate in the District group dental insurance plan and are regularly scheduled for 30 hours or more per week. Nutrition services employees working at least 20 but less than 30 hours per week may participate in either single or family coverage but will only receive the single district dental contribution.

8-4 Long Term Disability Insurance:

The School Board will participate in the long term disability insurance program. The board will pay one-half of the annual premium for all nutrition services employees working twenty-five hours or more per week who participate in the program. The income of the participant, who is forced from work for a long period of time due to reasons of health or accident, may be insured after the sixty-fifth missed working day out of 130 consecutive work days, for two-thirds of the nutrition services employee's regular salary up to the policy limit, as long as the LTD claim is approved by the insurance carrier. If the nutrition services employee requests it, the School Board will pay one third day salary to those participants who have accumulated more than sixty-five days of sick leave. One third day will be subtracted from the total number of remaining leave days until all sick leave has been used in full, or the nutrition services employee requests such payment be discontinued.

8-5 Term Life Insurance:

Each full time, (30 hours or more per week), nutrition services employee may participate in the group life insurance program by carrying one basic unit of term insurance in the amount of \$20,000. The school district will pay seventy-five percent of the annual premium. Three additional units, (one unit equals \$20,000), may be purchased through the group with the cost borne by the nutrition services employee, (total possible coverage \$80,000). Nutrition services employees must sign a Certificate of Insurability after which the insurance carrier will determine whether or not the individual qualifies for the additional unit(s).

8-6 Retiree Health Insurance:

A nutrition services employee of District 281 working 30 hours or more per week who is a member of the District 281 major medical and hospitalization group plan, who has 15 years of full-time employment in the school district, and who retires following the age of 55 may continue as a member in the health insurance group. The school district will continue to pay the exact dollar amount the nutrition services employee received towards the monthly hospitalization/medical insurance premium at the time of retirement. After the nutrition services employee is eligible for Medicare, the retired nutrition services employee may continue in the group at no cost to the district unless prohibited by the insurance carrier. A retired nutrition services employee, who does not continue as a member in the insurance group at the time of retirement, cannot later enroll back into the plan.

8-7 Deferred Compensation 403(b):

Nutrition services employees working twenty five (25) or more hours per week, choosing deferred compensation match must waive their rights to severance pay as described in Article X. Once an employee chooses to opt out of the severance plan, he/she may not go back to that plan.

Nutrition services employees, whose first day of work in the district begins on or after July 1, 2000, will be eligible to participate in the matching annuity program as provided in MS. 356.24, upon completion of at least three (3) continuous years of employment with the district.

Full time nutrition services employees hired before July 1, 2000, were eligible to choose the deferred compensation match provided the employee had completed at least three (3) continuous years of employment with the district. Employees hired before July 1, 2000, who access the match, will not be eligible for severance pursuant to Article X.

The Nutrition Services Program Director needed to be notified by April 1, 2001, of employee's intention to participate in the deferred compensation plan. The district will provide up to \$550 per year in a deferred compensation match to all full time employees who qualify.

Roth 403(b):

Effective January 1, 2011 and subject to federal law, within the 403(b) plan, in addition to pre-tax 403(b) contributions, employees shall be allowed the option of making after-tax Roth 403(b) contributions through any approved vendor accepting such contributions. However, any employer contributions shall be made on a non-Roth pre-tax 403(b) basis.

ARTICLE IX

CAFETERIA PLAN

GROUP INSURANCE and DEFERRED COMPENSATION for Nutrition Services Employees hired on or after July 1, 2007

9-1 Health Insurance:

For nutrition services employees working 30 hours per week or more the School Board will allocate a specific dollar amount per month for use in purchasing fringe benefits. Said allocation will be made to the nutrition services employee's account at the beginning of each month during which the nutrition services employee is entitled to salary from the district. The monthly allocation shall be as follows:

January 1, 2020 to December 31, 2020	\$918
January 1, 2021 to December 31, 2020	\$943

The nutrition services employee working 30 hours per week or more shall purchase, at a minimum, single coverage under the group hospitalization/major medical insurance plan and shall purchase long-term disability income insurance. For purposes of computing the amount to be charged to the nutrition services employee's account for the purchase of insurance coverage, the rate in effect for a particular month shall be the rate billed by the carrier for that month.

Any nutrition services employee who enrolls in the district's medical insurance plan with at least a \$750 annual deductible or a family plan annual deductible of at least \$1,500, shall receive a monthly VEBA contribution of \$45.84 to a maximum of \$550 effective January 1, 2016.

9-1-1 Additional Coverage:

If a nutrition services employee elects to purchase group insurance fringe benefits offered by the school district which results in monthly premium charges greater than the amount allocated to the nutrition services employee's account pursuant to the above, any cost in excess of the monthly allocation shall be borne by the nutrition services employee and paid by payroll deduction.

9-1-2 Excess Allocation:

The nutrition services employee will receive as additional salary any money allocated to the nutrition services employee for that month which was not charged against the nutrition services employee's account for purposes of fringe benefit purchases in accordance with above.

9-1-3 Discontinuance Of Allocation:

Monthly allocation to nutrition services employees for the purposes of purchasing insurance fringe benefits shall cease on the first of the month following:

9-1-3-1 Termination of employment with the district.

9-1-3-2 Leaving on an authorized leave of absence, unless other provisions of this Agreement make provision for continuance of the monthly allocation.

9-1-4 Part Time Employees:

Nutrition services employees hired on or after July 1, 2007 who are regularly scheduled to work 25 hours or more per week but less than 30 hours per week shall be eligible for one half of the District's contribution for those working 30 hours or more per week. Any additional costs of premiums shall be borne by the nutrition services employee and paid by payroll deductions.

9-2 Deferred Compensation Match:

For nutrition services employees, the district will provide up to \$550, in a deferred compensation match to all employees with three years of service or the equivalent. Nutrition services employees hired before July 1, 2007, and choosing the deferred comp match must waive their right to severance pay as described in Article X.

Roth 403(b):

Effective January 1, 2011 and subject to federal law, within the 403(b) plan, in addition to pre-tax 403(b) contributions, employees shall be allowed the option of making after-tax Roth 403(b) contributions through any approved vendor accepting such contributions. However, any employer contributions shall be made on a non-Roth pre-tax 403(b) basis.

9-3 Continuation Of Benefits:

Subject to the provisions of this agreement, and the limitations of the group insurance plans, a nutrition services employee on unpaid leave of absence may continue to participate in the group insurance plans. A nutrition services employee choosing to continue participation shall pay the full monthly premium for such plans commencing on the date the unpaid leave of absence begins. This clause does not apply to nutrition services employees on leave approved under the federal Family Medical Leave Act. For the purpose of this article, "unpaid leave" means that the nutrition services employee is no longer receiving a district paycheck for work performed, or that the nutrition services employee is not receiving paid vacation or sick leave.

ARTICLE X: SEVERANCE

10-1 Severance Incentive:

The purpose of the severance program in School District 281 is to reward full-time nutrition services employees for service rendered over a long period of time.

10-1-1 Eligibility:

To qualify for severance pay, the nutrition services employee must be full time (30 hours or more per week):

10-1-1-1 Be at least 55 years of age on June 30.

Have been hired prior to July 1, 2000, and have completed fifteen (15) or more full-time years of service (30 hours or more per week) in School District 281 by June 30.

Severance pay shall not be granted to any nutrition services employee who is discharged by the School District.

Nutrition services employees hired after July 1, 2000, are not eligible for severance pursuant to this Article X.

10-1-2 Basis of Pay:

The amount of severance pay shall be comprised of two parts; years of service and unused sick leave. Salary shall be defined as annual salary amount and shall not include any additional compensation for extended employment or other extra compensation.

10-1-2-1 Years of Service:

Upon eligibility, nutrition services employees shall receive 30 days of pay.

10-1-2-2 Unused Sick Leave: At the time of retirement, unused sick leave will be paid based upon the following calculation:

Accumulated Sick Days	Days of Severance Pay
0 - 120 days	1 day paid for every 2 days of unused days (Maximum of 60 days)
121 - 220 days	1 day paid for every 5 days of unused days (Maximum of 10 days)

The amount of pay shall be the number of days based on unused sick leave from the above table, up to 70 days, times the daily rate of pay during the last year of employment.

10-1-3 Payment Methods:

Years of Service Payment: The severance payment for years of service will be a deposit into a special pay deferral account, by the school district during the first fiscal year following the year the employee becomes eligible for severance. The amount of payment shall be 30 days at the daily rate of pay during the year the employee receives the payment. The school district will deposit 100% of the amount of payment into a special pay deferral account.

Unused Sick Leave Payment: The severance payment for unused sick leave will be a deposit into a special pay deferral account, by the school district two months following the date of retirement. 100% will be deposited into a special pay deferral account; to be renegotiated each successive agreement.

10-1-4 Severance for Other Employees:

Employees who are not eligible for the severance provisions in 10-1-1-1 will receive 50% of unused sick leave to a maximum of 50 days, if they meet the following qualifications:

- 55 years of age
- Completed 15 years of service to the district in part-time or part-time/full-time combination
- Hired prior to 2000
- Have not participated in cafeteria deferred compensation benefit plan.

10-1-5 Post Retirement:

To the extent that this agreement provides for payments to nutrition services employees near or after retirement, and to the extent that the Internal Revenue Code provides tax deferral and tax savings opportunities, the District agrees to make a reasonable effort to provide such plans and the employee group agrees to participate in the plans made available.

ARTICLE XI: PUBLIC OBLIGATION

The Board and the Union mutually recognize the needs of the Public, and that the right of students and residents of this district to the continuous and uninterrupted operation of their schools is of paramount importance. During the term of this Agreement, the Union will not engage in any action contrary to the Public Employee Law of the State of Minnesota.

ARTICLE XII: DURATION AND EFFECT

12-1 Term and Reopening Negotiations:

This Agreement shall remain in full force and effect for a period commencing on July 1, 2019 through June 30, 2021. In the event that a new contract is not agreed to by July 1, 2019, provisions of this contract will remain in effect. If either party desires to modify or amend this Agreement commencing on July 1, 2021, they shall give written notice of such intent no later than May 1, 2021. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

12-2 Savings Clause:

If any provision of this Agreement is or shall at any time be contrary to federal, state, or local law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and any substitute provisions shall be subject to appropriate consultation and negotiation with the Union.

12-3 Agreement:

This Agreement constitutes the full and complete agreement between the Board and the Union representing Employees described in the appropriate unit. Provisions herein

relating to terms and conditions of employment supersede any and all prior agreement and practices of employment inconsistent with these provisions.

ARTICLE XIII: COLLECTIVE BARGAINING CONTRACT

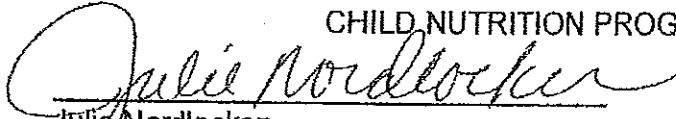
The School Board shall furnish a printed copy of this collective bargaining contract to each Nutrition Services Program employee in the bargaining unit, eight (8) weeks after the contract is signed.


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


SERVICE EMPLOYEES INTERNATIONAL
LOCAL 284


INDEPENDENT SCHOOL DISTRICT 281


CHILD NUTRITION PROGRAM EMPLOYEES.

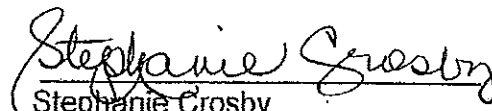

Julie Nordlocken
Senior Steward


Russ Lewis
Business Representative


David Boone (Aug 10, 2020 11:04 CDT)
David Boone
Chairperson of the School Board


Pam Lindberg (Aug 11, 2020 08:56 CDT)
Pam Lindberg
Clerk of the School Board


Greg Hein (Aug 11, 2020 11:36 CDT)
Greg Hein,
Executive Director of
Business Services


Stephanie Crosby
Executive Director of Human
Resources

Dated this the 11th day of August, 2020

APPENDIX A: SALARY SCHEDULE
Nutrition Services Program Wage Schedule
2019-2020 & 2020-2021

Category I: Full-time (30 - 40 hours per week)

July 1, 2019 to June 30, 2020 1% ATB Increase July 1, 2020 to June 30, 2021 1.5% ATB Increase

STEP		
1	\$13.58	\$13.78
2	\$14.29	\$14.50
3	\$15.97	\$16.21
4	\$17.73	\$18.00

Those employees working in the secondary schools shall receive an additional \$.50 per hour.

Category II: Part-time (25 - 29 hours per week)

July 1, 2019 to June 30, 2020 1% ATB Increase July 1, 2020 to June 30, 2021 1.5% ATB Increase

STEP		
1	\$13.44	\$13.64
2	\$14.17	\$14.38
3	\$14.43	\$14.65
4	\$15.51	\$15.74
5	\$16.71	\$16.96

Those employees working in the secondary schools shall receive an additional \$.50 per hour.

Category III: Part-time (14 - 24 hours per week)

July 1, 2019 to June 30, 2020 1% ATB Increase July 1, 2020 to June 30, 2021 1.5% ATB Increase

STEP		
1	\$13.44	\$13.64
2	\$13.78	\$13.99
3	\$14.12	\$14.33
4	\$15.21	\$15.44
5	\$16.37	\$16.62

Those employees working in the secondary schools shall receive an additional \$.50 per hour.

Category IV: Assistant Nutrition Services Program Manager

July 1, 2019 to June 30, 2020 1% ATB Increase July 1, 2020 to June 30, 2021 2% ATB Increase

STEP

1	\$14.68	\$14.97
2	\$15.38	\$15.69
3	\$17.07	\$17.41
4	\$18.82	\$19.20

Those employees working in the secondary schools shall receive an additional \$.50 per hour.

Category V: Elementary Nutrition Services Program Manager - Head of Laundry

July 1, 2019 to June 30, 2020 1% ATB Increase July 1, 2020 to June 30, 2021 2% ATB Increase

STEP

1	\$17.82	\$18.18
2	\$18.07	\$18.43
3	\$18.30	\$18.67
4	\$20.12	\$20.52

Category VI: Secondary Schools Nutrition Services Program Manager

July 1, 2019 to June 30, 2020 1% ATB Increase July 1, 2020 to June 30, 2021 2% ATB Increase

STEP

1	\$19.79	\$20.19
2	\$20.68	\$21.09
3	\$21.65	\$22.08
4	\$22.17	\$22.61

Category I and above must maintain current MN Department of Health Food Manager Certificate.

Minnesota State Child Nutrition Certificate

July 1, 2019 to June 30, 2021

Level

1	\$.75
2	\$.75
3	\$1.30
4	\$1.50

Stipend based on current certification level.

APPENDIX B: SUMMER MEALS PROGRAM

Schedule:

Summer school rates take effect the Monday after the week school ends and terminates 2 weeks prior to the start of the new school year. All hours worked during the 2 weeks prior to the start of school is paid at the employee's regular rate.

Filling Vacancies:

Summer Child Nutrition Program vacancies shall be posted prior to the end of the regular school year. Selection is based on qualifications.

Pay Rates:

1% ATB Increase each year Summer 2020 Summer 2021

Primary Person	\$16.51	\$16.68
Kitchen Helper	\$14.00	\$14.14

Certificate rates will be added to base rates of Summer Meals Program.

Replacing Primary Person:

A Kitchen Helper who replaces a Primary Person for 5 consecutive days will be paid at the Primary Person rate retroactive to the first day provided all the duties of the primary person's responsibilities are completed.

Call-in and Substitute Pay:

When a Nutrition Services manager is called in, for any reason, he/she will always be paid at the Primary Person rate. When other child nutrition employees are called in or substitute their rate of pay will be determined by child nutrition based on the duties and responsibilities assigned.

A Nutrition Services employee shall be paid a minimum of two (2) hours for any time the Nutrition Services employee is called to work at the job site. The Nutrition Services employee's salary shall be based on their regular rate of summer pay.

Overtime:

Overtime will be paid at a rate of time and one-half after 40 hours of actual hours worked in one week. A work week begins on Sunday and ends on Saturday. An employee shall be paid a minimum of two (2) hours for anytime the employee is called into the job site.

Sick Leave:

Summer child nutrition employees scheduled to work the entire summer program and activities schedule will receive 3 days of sick leave for the summer. A day of sick leave shall be for the same number of hours as the employee is regularly scheduled to work. Summer sick leave cannot be accumulated and may only be carried over to the regular school year in accordance with the below sick leave incentive program.

Bereavement Leave:

Language in Article 6-3 shall apply based on regular summer hours worked.

Sick Leave Incentive Program:

Eligibility	<ol style="list-style-type: none">1. Must work three (3) quarters of the regularly scheduled summer days.2. Not use any sick leave during the summer excluding bereavement leave.
Incentive	At the end of the summer schedule eligible employees may carry to the regular school year three days of sick leave based on their regularly scheduled summer hours.

APPENDIX C: SCHOOL CALENDAR FOR 2019-2020

Teacher workshop week	Aug. 26-Aug 30, 2019
School Begins	September 3, 2019
Last day of school for students	June 3, 2020
Last day of work for teachers	June 4, 2020
Last day of work for Nutrition Services Program workers	June 3, 2020

SCHOOL NOT IN SESSION (NO STUDENTS)

Labor Day	September 3, 2019
Teachers' Convention Days	October 17-18, 2019
Teachers' Staff Development Day	Nov. 5, 2019
Thanksgiving	Nov.27-29, 2019
Winter Recess	Dec 23, 2019–Jan. 3, 2020
Martin Luther King's Day	January 20, 2020
Teachers' Staff Development Day	January 21, 2020
Presidents' Day	February 17, 2020
Spring Recess	Mar 23–27, 2020
Memorial Day	May 25, 2020

APPENDIX D: SCHOOL CALENDAR FOR 2020-2021

Teachers Workshop Week	Aug. 31-Sept 4, 2020
School Begins	Sept. 8, 2020
Last Day of School for Students	June 9, 2020
Last Day of Work for Teachers	June 10, 2020
Last Day of Work for Nutrition Services Program workers	June 9, 2020

SCHOOL NOT IN SESSION (NO STUDENTS)

Labor Day	Sept. 7, 2020
Teachers' Convention Days	Oct. 15-16, 2020
Teachers' Staff Development Day	Nov. 3, 2020
Thanksgiving	Nov. 26-27, 2020
Winter Recess	Dec. 21, 2020-Jan.1, 2020
Martin Luther King's Day	Jan. 18, 2021
Teachers' Staff Development Day	Jan. 22, 2021
Presidents' Day	Feb. 15, 2021
Spring Recess	March 29-April 2, 2021
Teachers' Compensatory Days	April 5, 12, May 7, 2021
Memorial Day	May 31, 2021

