



*Achieving success, one student at a time!*

**2021-2023**

**AGREEMENT**

**between**

**INDEPENDENT SCHOOL DISTRICT NO. 283**

**St. Louis Park, Minnesota**

**and**

**SCHOOL SERVICE EMPLOYEES**

**SEIU LOCAL 284, CTW**

**School Nutrition Personnel**

***Effective July 1, 2021 through June 30, 2023***

Board Approved: March 22, 2022

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**ARTICLE 1- PURPOSE**

**1.1. Parties:**

This AGREEMENT is entered into between the St. Louis Park Public Schools, Independent School District No. 283, St. Louis Park, Minnesota hereinafter referred to as the School Board or the School District, and School Service Employees, SEIU Local 284, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as P.E.L.R.A. of 1971 to provide the terms and conditions of employment for School Nutrition personnel during the duration of this Agreement.

**ARTICLE 2 - DEFINITIONS**

**2.1. School Board or District:**

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

**2.2. Other Terms:**

Terms not defined in this Agreement shall have those meanings as defined by P.E.L.R.A. of 1971.

**ARTICLE 3 - RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

**3.1. Recognition:**

In accordance with P.E.L.R.A. of 1971, the School Board recognizes School Service Employees, SEIU Local 284, as the exclusive representative of School Nutrition personnel employed by the School Board of Independent School District No. 283, which exclusive representative shall have those rights and duties as prescribed by P.E.L.R.A. of 1971 and as described in the provisions of this Agreement.

**3.2. Appropriate Unit:**

The exclusive representative shall represent all School Nutrition personnel of Independent School District No. 283, St. Louis Park, Minnesota, who are employed for ten (10) or more hours per week and for more than 67 work days per year, including those on leave of absence who are guaranteed a position upon their return, excluding supervisory employees and confidential employees who devote more than 50% of their time to administrative or supervisory duties, and all other employees excluded by P.E.L.R.A. of 1971.

**ARTICLE 4 - DISTRICT RIGHTS**

**4.1. Inherent Managerial Rights:**

The parties recognize 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, selection, direction and number of personnel, and that all management rights and management functions not expressly delegated in this Agreement are reserved to the School Board.

**4.2. Management Responsibilities:**

The parties recognize the right and obligation of the School Board to efficiently manage and conduct the operation of the District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the District.

**4.3. Effect of Laws, Rules and Regulations:**

The parties recognize that all employees covered by this Agreement shall perform the services prescribed by the District. The parties also recognize the right, obligation and duty of the School Board and its duly designated officials to promulgate reasonable rules, regulations, directives and orders from time to time as deemed necessary insofar as such reasonable rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. The parties further recognize that the School Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of the Minnesota Department of Education, and valid rules regulations and orders of State and Federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives and orders shall be null and void and without force and effect.

**ARTICLE 5 - EMPLOYEE RIGHTS****5.1. Right to Views:**

Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any School Nutrition employee or the employee's 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 exclusive representative.

**5.2. Right to Join:**

School Nutrition personnel shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations.

**5.3. Request for Dues Deduction:**

School Nutrition personnel shall have the right to request and be allowed dues check off for the exclusive representative provided that dues check off and the proceeds thereof shall not be allowed any organization that has lost its right to dues check off pursuant to P.E.L.R.A. of 1971. Upon receipt of a properly executed authorization of the employee involved (examples of which include paper authorization, electronic authorization or audio-recorded phone authorization), the District will deduct from the employee's paycheck the dues or premier dues that the employee has agreed to pay to the exclusive representative during the period provided in said authorization. The Union will notify the District of the dues to be deducted from each employee's pay. Deductions shall be made over 18 pay periods and transmitted to the designated exclusive representative. The District shall furnish to the exclusive representative monthly an alphabetized list of employees from whom such deductions have been made. The District agrees to honor and implement all the terms of the dues-checkoff authorizations submitted by the Union and agreed to the employees. The District shall adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, procedure for revocation, amount of dues deducted (including premier member), and all other provisions agreed to by the employee as stated in the authorization, irrespective of the employee's membership in the Union. The Union agrees that the District's only obligation is to deduct and remit the dues indicated by the Union to be deducted from each employee's pay. The Union agrees to save the District harmless from any actions growing out of these deductions and assumes full responsibility for the disposition of funds so deducted once they have been remitted by the District.

**5.4. Direct Deposit:**

The District shall allow direct deposits to a credit union or other eligible banking institutions that accept standard ACH deductions.

**5.5. Personnel Files:**

Pursuant to M.S. §122A.40, Subd. 19, all evaluations and files relating to each individual employee shall be available during regular school business hours to said employee upon reasonable notice. The employee shall have the right to reproduce any of the contents of the files and to submit for inclusion in the file written information in response to any material contained therein. The District may destroy such files as provided by law.

**5.6. Employee Information:**

Not later than September 15 of each school year, the District shall provide the Union with a bargaining unit list of employees including name, home address, work location, classification, number of hours normally scheduled to work in a week, wage schedule placement, date of employment and electronic mail addresses. The District shall inform the Union and the Union Steward(s) of all new hires within seven (7) calendar days of hire and shall provide the Union with the employee information specified in this section.

**5.7. Union Orientation:**

The District shall permit a Union-designated representative to meet with each newly hired employee within the first fourteen (14) calendar days of the new employee's first day of employment. This meeting shall occur during the newly hired employee's regularly scheduled hours of work and the employee shall be in pay status. This meeting is not to interfere with the new employee's normal work and will normally occur during a break or briefly at the beginning or end of a shift. The District shall provide new employees with the name and contact information for the Union steward. The District shall also give each new employee a Union orientation packet prepared by the Union.

**5.8. Private and Personal Life:**

The private and personal life of a school nutrition employee is not within the appropriate concern of the District providing such private and personal life does not adversely affect the employee's performance or ability to perform.

**5.9. Information:**

The Exclusive Representative shall have access, upon reasonable notice, to appropriate and available financial information, not deemed confidential, necessary to perform its duties as prescribed by the P.E.L.R.A.

**ARTICLE 6 - THE WORK YEAR**

**6.1. Employee Duty Days:**

The employee shall perform services on those days as determined by the School Board, including those legal holidays on which the School Board is authorized to conduct school, and pursuant to such authority has determined to conduct school.

**6.2. School Closings:**

When all District buildings are closed in an extreme weather situation, school nutrition employees will not report for duty. When District buildings are closed for other than extreme weather situations, employees shall contact the supervisor of school nutrition to verify if they are or are not to report for duty. In either case, employees will be paid for such days. If the School Board or its designated representative determines that days lost for school closings shall be made up, school nutrition employees shall be required to work those days without additional compensation, because they have already received payment.

**6.3. Holidays:**

- A. Holidays for employees regularly scheduled at least three (3) or more hours per day shall include: Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, President's Day, and Memorial Day.
- B. School in Session: The District reserves the right, if school is in session, to cancel the above holidays and establish another holiday in lieu thereof.
- C. Eligibility: In order to be eligible for holiday pay, an employee must have worked the employee's regular workday before and after the holiday unless the employee is on paid leave or vacation under the provisions of this Agreement.



**ARTICLE 7 - THE WORK DAY**

7.1. Work Hours:

The specific work hours for each employee may vary according to the needs of the School Nutrition program of the District. The hours will be designated by the School Nutrition Manager. Employees shall be notified by August 1 as to the assigned building, starting date, daily hours, wage rate, and number of days employed, or as much of such information as has been determined at that time.

7.2. Additional Activities:

Each kitchen will be responsible for filling its own extra assignments. Opportunity to work extra assignments will be given in order of seniority at that location. If the employees in a building are unable or unwilling to work the additional assignment, the opportunity to work the extra assignment will be given to employees in other buildings in order of seniority.

7.3. Year-end Kitchen Closing:

On the last employment day each year, school nutrition personnel shall have the opportunity for early release that day provided all the year-end, kitchen-closing activities have been completed satisfactorily. Determination of completeness shall be the responsibility of the Lead Cook. Determination of completeness of activities for the Lead Cook duties shall be the responsibility of the Nutrition Manager.

7.4. Substituting:

Whenever K-12 classes are being held in some buildings and the kitchens in those buildings are active but K-12 classes are not being held in other buildings resulting in the inactivity of those kitchens, bargaining unit employees from the closed kitchen(s) shall receive first opportunity to substitute for any employee(s) absent from the active kitchen(s). The option to substitute will be offered in order of seniority.

**ARTICLE 8 - BASIC COMPENSATION**

8.1. Rates of Pay 2021-22 and 2022-23:

- A. The wages and salaries reflected in Schedule A, attached hereto, shall be part of the Agreement for the 2021-22 school year, and the wages and salaries reflected in Schedule B, attached hereto, shall be part of the Agreement for the 2022-23 school year, subject to the right of the School Board to withhold increases in the form of increments for just cause. An increment shall not be withheld unless the employee is notified of the deficiency in writing and given reasonable opportunity to correct the deficiency. An action withholding an increment shall be subject to the grievance procedure.
- B. School Nutrition personnel shall advance on the salary schedule one (1) step on July 1 each year of the agreement subject to the right of the Board as defined in this Section to withhold increments for just cause. For the purpose of this section the employee also must have been actively paid on the payroll at least (a) 1,000 hours if the employee is a 12-month, 40-hour per week employee, or (b) 50% of the hours for that person's FTE, if the employee is a less than 12-month or less than 40-hour per week employee.

8.2. New Employees:

A new employee shall be eligible for step advancement on the following July 1, if employed prior to January 15. An employee hired after January 15 shall be eligible for any increase in the current step rate on July 1, but shall not be eligible for step advancement until the following July 1. Thereafter, such a new employee shall be subject to all provisions of this Article.

**8.3. Method of Payment:**

- A. School Nutrition personnel regularly employed for 12 month assignments shall receive their salary in 24 equal installments. School Nutrition personnel regularly employed for less than 12 month assignments shall receive their salary in 19 or 24 equal installments. Paydays will be on the 15th and the last day of each month.

Effective Feb 1, 2015, employees scheduled less than 12-month assignment who have previously elected the 24-pay option will be allowed to remain with that option and all other employees and new employees will be paid on the 19-pay payroll cycle. An employee with the 24-pay option may switch over the 19-pay option before any school year, but would not have the option to return to the 24-pay cycle. This election must be done with the HR Department before June 15 of any year.

The District may choose to move payroll to paying every other Friday, instead of the 15<sup>th</sup> and last day of each month. In the event the District plans to move pay dates, it will give the Union not less than six (6) months notice and meet and confer on the plan for implementing the change.

- B. In the event that pay dates fall on a weekend or holiday, the payday shall be the preceding workday.

**8.4. Pay Deduction:**

In the event that a School Nutrition employee is absent without leave and a pay deduction is to be made for such absence, the amount of the deduction shall be one (1) hour's pay for each hour's absence. Deductions for absences of less than a full day shall be prorated accordingly.

**ARTICLE 9 - EXTRA COMPENSATION AND ASSIGNMENT**

**9.1. Overtime:**

All hours worked in excess of 40 hours in a week shall be considered overtime hours and paid at one and one half times the employees regular hourly rate of pay. after regular kitchen closing hour, evenings, Saturdays, designated holidays, or licensed staff workshops shall be paid at the rate of time and one-half. Overtime work on Sundays shall be paid at the rate of time and one half for school related functions and at the rate of double time for non-school related functions. Such overtime which runs contiguous to regular employment times shall be paid only for the hours actually worked.

**9.2. Other Employment:**

A. School Nutrition personnel supporting community education or other student programs also may be employed during those periods when K-12 programs are not in session. Such employment shall be paid at straight time at the salary schedule rates including any career increments then in effect, with a guaranteed minimum of two hours.

B. Employees who work the Federal Summer Food Service Program shall receive an additional \$1.00/hr over the employee's regular hourly rate.

C. All hours worked after regular kitchen closing hour, evenings, Saturdays, designated holidays, or licensed staff workshops shall be paid at the rate of time and one-half. Hours worked on Sundays shall be paid at the rate of time and one half for school related functions and at the rate of double time for non-school related functions. Additional hours worked which run contiguous to regular employment times shall be paid at straight time only for the hours actually worked.

**9.3. Call-back:**

Other employment, as defined above in 9.2, on a callback basis (not contiguous to regular employment), shall be paid at the rates indicated above in Section 9.2 with a guaranteed minimum of two hours.

**9.4. Workshops:**

All school nutrition employees shall be required to attend a one-day workshop, other than a regular work day, at a time set by the School Nutrition Manager. Effective July 1, 2018, employees may be required to attend up to five workshops or training days outside of their regular workdays. These days will be scheduled in advance by the School Nutrition Manager and communicated to employees before the start of their new work-year. Employees shall be paid their regular hourly rate.

**9.5. Meetings and Workshops:**

Except as noted in Section 9.4, all school nutrition personnel required to attend meetings or workshops during other than regular employment hours shall be paid at straight time at the salary schedule rates then in effect.

**9.6. Absence of Lead Cook/Nutrition Supervisor:**

In the temporary absence of the Lead Cook/Nutrition Supervisor, the School Nutrition Manager shall designate another member of the school nutrition service staff as a replacement. After five (5) consecutive days, the replacement's salary shall be determined based on a 5% premium for replacing the Lead Cook or a 10% premium for replacing a nutrition supervisor outside of this bargaining unit, such salary to be retroactive to the first day of such designation. If the School Nutrition Manager knows that the assignment will be longer than five (5) days, then the payment will start from the first day of the assignment.

**9.7. Absence of Other Cooks:**

In the temporary absence of a regular employee, that employee's time shall be offered to the employee best qualified and with the most seniority who normally works fewer hours than the absent employee. This selection to be at the discretion of the Lead Cook or Nutrition Supervisor in the affected building. After five (5) consecutive days the replacement's salary classification shall be that of the replaced employee with the salary based on the replacement's years of experience, such salary to be retroactive to the first day of such designation.

**9.8. Clothing Allowance:**

The District will reimburse school nutrition personnel for the purchase of job-related clothing within the limitations of the following maximum reimbursement schedule. Such payments will be made in response to properly filed claim vouchers with receipts attached and according to School Nutrition procedures. Employees new to the District will be eligible for this allowance after completing three continuous months of employment. Continuing employees will be eligible after October 1st of each year. All claims for reimbursement must be processed before April 1st of each fiscal year. Employees will be eligible for reimbursement up to \$175/year for approved clothing purchases according to School Nutrition procedures. The cost of the required shirts provided by the Nutrition Department are part of the \$175/year clothing allowance and employees will be notified of that cost and the remaining balance for the year.

**9.9. Certification Pay:**

A. The District will pay the following differentials above the wage rates in the wage schedule to employees who currently hold the appropriate level of School Nutrition Association (SNA) food service certification:

Level 1	\$0.35/hr
Level 2	\$0.60/hr
Level 3	\$0.75/hr
Level 4	\$0.90/hr

B. Lead Cooks are not eligible for the Level 1 certification in this section. Lead Cooks are eligible for Level 2-4 differentials.

C. Employees must turn in certificates to the School Nutrition Manager to receive the pay. New valid certificates must be received before the current certificate expires for the certification pay to continue.

**9.10. Jury Duty:**

An employee who serves on jury duty will be granted the day or days necessary, as stipulated by the court to discharge this responsibility, without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be kept by the employee. If an employee is released from jury duty for a full or half day, the employee shall report back to work for the remainder of the day while on paid status.

**9.11. Step Placement Upon Promotion:**

An employee who is promoted to a higher paid classification shall be placed on the step in the new class that provides at least a 5% increase in pay per class movement (example: a 5% increase for movement from Class 2 to Class 3 or a 10% increase for movement from Class 2 to Class 4).

**ARTICLE 10 – VACATIONS**

**10.1. Eligibility:**

To be eligible for vacation, employees have been employed prior to June 1, 1992 and must work a full-year full-time schedule of at least 2080 hours per year. For the purposes of this Article, vacation entitlement, accrual and pay shall not be allowed to those employees employed less than full-time (a minimum of 2080 hours) who are hired after June 1, 1992. Regularly employed persons hired prior to June 1, 1992, working at least 1,000 hours per year, exclusive of holiday and vacation hours, shall continue to be eligible to accrue vacation.

**10.2. Earned Vacation:**

Eligible employees shall accrue vacation as follows:

- One (1) day per year after five (5) years of service in the District.
- Two (2) days per year after ten (10) years of service in the District.

**10.3. Other Vacation Rules:**

- A. Earned vacation shall be determined at the beginning of the accrual year. An employee may take one or more earned vacation days with the prior approval of the employee's supervisor. Employees must use vacation days in the school year in which accrued. Accrued but unused vacation days will not be carried over to subsequent years.
- B. If an eligible employee resigns in any year before completing six months of service, the employee shall not be entitled to any vacation pay and shall have any salary paid for vacation days deducted from the employees' final check. An eligible employee who has completed at least six months of service shall be entitled to retain salary paid for vacation days provided such employee provides the District with at least two-weeks advance notice of the employee's resignation date, unless such termination is by reason of death or disability. The maximum payout under this section is two (2) days of pay for unused vacation time.

**ARTICLE 11 - GROUP INSURANCE****11.1. Selection of Carrier:**

The selection of the insurance carrier and policy shall be made by the District. Opportunity shall be afforded to the Union to meet and confer on such matters. The District shall contribute toward a portion of the premium for health insurance for the 2021-23 Health Plans under the terms of the policies of insurance carried by the District for employees. The employee must enroll to receive health plan coverage. Employees may enroll in any of the Employee, Employee+1, or Family coverage options. The employee shall pay the difference through payroll deduction between the District contribution listed below and the total cost of the health plan coverage selected.

**11.2. Eligibility and Employer Contribution:**

The District will contribute up to the following amounts to the coverage selected by eligible employees regularly scheduled to work six (6) hours or more per day and 30 hours per week (for eligibility for part-time employees working less than six (6) hours per days or 30 hours per week, see Section 11.10):

**A. District Health Insurance Program Non-Deductible/Standard Co-Pay:**

District Contributions Standard-Plan A	Employee	Employee + 1	Family
July 1, 2021	\$590/mo	\$1,240/mo	\$1,635/mo
July 1, 2022	\$590/mo	\$1,240/mo	\$1,635/mo
July 1, 2023	\$590/mo	\$1,240/mo	\$1,635/mo

**B. District Health Insurance Program Deductible/VEBA:**

District Contributions VEBA-Plan B	Employee	Employee + 1	Family
July 1, 2021	\$620/mo	\$1,280/mo	\$1,695/mo
July 1, 2022	\$635/mo	\$1,315/mo	\$1,745/mo
July 1, 2023	\$650/mo	\$1,340/mo	\$1,780/mo

**\*contribution amounts for 7-1-2023 will be subject to bargaining in the 2023-2025 bargaining cycle.**

For eligible employees who select the \$1,000 Deductible Health Insurance Plan, the District will deposit \$1,000 annually into an employee owned Health Reimbursement Account (HRA) during active employment. The District will deposit that amount by September 1 of each plan year.

**11.3. Dental Insurance:**

The District shall contribute toward a portion of the premium for dental insurance for the 2019-2021 Dental Plans under the terms of the policies of insurance carried by the District for employees. The employee must enroll to receive health plan coverage. Employees may enroll in either Employee or Family coverage options. The employee shall pay the difference between the District contribution and the total cost of the dental plan coverage selected.

District Dental Contributions	Employee	Family
July 1, 2021	\$52/mo	\$95/mo
July 1, 2022	\$52/mo	\$95/mo

In the event that a successor agreement has not been entered into by July 1, 2023, District's contribution shall not exceed the dollar amount of the premium in effect as of July 1, 2022.

**11.4. Group Income Protection – Long-Term Disability (LTD):**

- A. The District will pay the premium for the LTD insurance in force on the effective day of this Agreement for all eligible School Nutrition employees who qualify for and are enrolled in the LTD plan.
- B. Subject to the provisions of the policy, the plan provides for a benefit payment of 2/3 (two-thirds) of basic income as provided in Schedule A and B hereof. The plan shall have a monthly maximum of \$7,500 per month.

**11.5. Life Insurance:**

The District will provide a group term life insurance plan providing \$50,000 of life insurance for each eligible School Nutrition employee employed by the District who qualifies for and is enrolled in the life insurance plan.

**11.6. Health Care Savings Plan in Lieu of Retiree Health Insurance:**

- A. Employees hired after July 1, 2005, and eligible for health insurance coverage will participate in a Health Care Savings Plan (HCSP). Upon completing five years of service, employees will be automatically enrolled in the plan before the first contribution is made by the District on their behalf.
- B. Employees who have completed the required full years of service by June 30<sup>th</sup> of any year after 2005 and are eligible for health insurance coverage will receive the following annual contributions to the employee’s HCSP account:
  - \$1,000 annually after five (5) full years of employment
  - \$2,500 annually after ten (10) full years of employment
  - \$5,000 annually after fifteen (15) full years of employment
- C. The maximum total District contributions to any employee’s HCSP account will be \$50,000.

**11.7. Claims Against the District:**

It is understood that the District's only obligation under this Article is to purchase insurance policies and pay such premium amounts as agreed to herein, and no claim shall be made against the District as a result of a denial of insurance benefits.

**11.8. Duration of Insurance Contributions:**

An employee will receive the monthly District contributions as provided in this Article as long as the employee is actively employed in an eligible position (Art 11.2 or Art 11.9 eligibility) on paid status or approved FMLA leave by the District. Upon termination of employment, leaving an eligible position covered by the School Nutrition unit, or if the hours of work drop below the .5 FTE level, all Board participation and contribution shall cease effective at the end of the month following the last working day in an eligible position.

**11.9. Part-Time Eligibility:**

For purposes of this Article it is understood and agreed by the parties that contributions listed in Sections 11.2-11.7 shall be allowed only to those School Nutrition employees who are employed at least six (6) or more hours per day. The eligibility and employer contributions for employees working less than six (6) hours shall be as follows:

- A. For those employees working four (4) or more but less than six (6) hours per day the following shall apply:
  - The District contribution to the health insurance program shall be 1/2 the amounts in Section 11.2
  - Dental insurance as stated in Section 11.3.
  - Long Term Disability as stated in Section 11.4
  - Life insurance in 1/2 the coverage amount stated in 11.5.
- B. For those employees working less than four (4) hours per day but at least 500 hours per year, the following shall apply (effective December 1, 1983):
  - Long Term Disability as stated in Section 11.4
  - Life insurance in 1/4 the coverage amount stated in 11.5.

**ARTICLE 12 - LEAVES OF ABSENCE**

12.1. Basic Sick Leave Allowance:

A leave allowance advance of ten (10) days with pay shall be granted for each full school year provided an employee has served a minimum of twenty (20) working days each year. Leave not used during any school year may accumulate without limit. Individuals who are employed after the commencement of the school year shall receive basic leave on a pro-rata basis. Individuals leaving employment prior to end of the school year shall have their basic allowance pro-rated accordingly, and used but not earned sick leave shall be deducted from the employee's final check.

12.2. Sick Leave:

- A. A School Nutrition employee may use one (1) day of accumulated leave for each day of personal illness.
- B. Sick leave pay shall be allowed by the District whenever an employee's absence is found to have been due to illness which prevented the employee's attendance at school and performance of duties on that day or days or as otherwise allowed in this Section.
- C. The District may require a School Nutrition employee to furnish a medical certificate as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave.
- D. In the event that a medical certificate will be required, the employee will be so advised.
- E. Sick leave pay shall be approved only upon submission of a signed request upon the authorized form available at the principal's or appropriate supervisor's office.
- F. An employee may use one (1) day of accumulated sick leave for each day of illness or disability of the employee's child, for such reasonable periods as the employee's attendance with the child may be necessary, on the same terms the employee is able to use sick leave benefits for the employee's own illness (Minn. Stat. § 181.9413).
- G. For necessary absence because of illness in the immediate family, or to receive or to provide assistance to the immediate family member in the event of domestic abuse, stalking or sexual assault, the School Nutrition employee, upon approval of the Director of Human Resources, may use up to twenty (20) of the days from accumulated leave allowance in any one school year at no salary deduction. The immediate family shall be interpreted to mean husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, grandparent, grandchild and step parent, or as further defined by Minn. Stat. § 181.9413.
- H. For necessary absence because of illness in the close family, the School Nutrition employee, upon approval of the Director of Human Resources, may use up to three (3) of the days from accumulated leave allowance in any one school year at no salary deduction. The close family shall be interpreted to mean: son-in-law, daughter-in-law, brother-in-law, and sister-in-law. Close family shall also include any other person residing in or who has resided in the same household as the employee and who clearly stands in the same relationship with the employee.
- I. After accumulated sick leave has been used, and under conditions of a chronic or continuous illness or disability as certified by a medical doctor, an additional number of days of sick leave may be granted by the School Board.
- J. Eligible employees may access up to a maximum of 160 hours of accumulated and unused sick leave in school year for the care of relatives in accordance with (Minn. Stat. § 181.9413) and sections G, H and I of this Article.
- K. When a School Nutrition employee is injured on the job in the service of the District and collecting Workers compensation insurance as well as drawing on sick leave and receiving full salary from the District, the employee's salary shall be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from the employee's accrued sick leave.

- L. At the time an employee becomes eligible to receive long-term disability compensation as provided in this Agreement, the employee will not also receive a regular check from the District for those same days, but may draw upon available Sick Leave to cover the employee cost of any insurance benefits as long as the employee continues on long-term disability compensation.

**12.3. Personal Leave:**

- A. A School Nutrition employee who is employed at least six (6) or more hours per day may be granted personal leave at the discretion of the School Nutrition Manager of no more than three (3) days per year, such leave to be deducted from the accumulated leave. Effective July 1, 2022, all employees in a position covered by this agreement will be eligible for three (3) personal leave days each year.
- B. Requests for such personal leave must be made in the District’s online time-off employee portal at least two (2) days in advance, except in cases of extreme emergency. If an emergency makes it impossible to submit an online request for personal leave in advance, an oral request shall be submitted to the School Nutrition Manager and then confirmed in writing immediately upon the return of the employee. The employee may be asked the reason for the leave if not requested at least two days in advance. The School Nutrition Manager reserves the right to refuse to grant such personal leave request, but will not unreasonably deny a request.
- C. An personal day normally shall not be granted for the day preceding or the day following holidays or vacations and the first five (5) days and the last five (5) days of the school year.
- D. In case of religious holidays or extreme emergency additional personal leave with pay may be granted by the Director of Human Resources.

**12.4. Bereavement Leave:**

Employees eligible for sick leave also may be granted up to five (5) days bereavement leave within a contract year for death in the immediate family or close family (as defined in Section 12.2.G). The amount of leave allowed under this provision is subject to the discretion of the Director of Human Resources and shall not be deducted from sick leave. Additional requests for Bereavement consistent with this section may be granted and days in excess of five Bereavement Leave (5) days would be deducted from available accumulated leave. Requests to be absent from work for other than immediate or close family (as defined in Section 12.2, may be granted based on overall attendance and the ability to cover the assignment. Any of these days granted would be deducted from available accumulated leave.

**12.5. General Leaves of Absence:**

- A. School Nutrition employees working at least six (6) hours per day or more with a minimum of three (3) years of experience in the District may apply for an unpaid leave of absence subject to the provisions of this Section. The granting of such leave shall be at the discretion of the District.
- B. Such leave may be granted by the District for Peace Corps, Vista, extended illness of the employee, extended illness of the employee's family, adoption, civic activities or other reasons deemed appropriate by the District.
- C. A School Nutrition employee on leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium, except as provided in Section 12.5.D, for such programs as the employee wishes to retain, commencing with the beginning of the leave. It is the responsibility of the employee to make arrangements with the Business Office to pay to the District the monthly premium amounts in advance on such date as determined by the District.
- D. A School Nutrition employee on leave of absence under this Section shall retain such amount of sick leave days, experience credit and other accrued benefits which the employee had accrued, if any, at the time the employee went on leave for use upon the employee's return. No additional sick leave, experience credit or other benefits shall accrue for the period of time that an employee is on leave except as otherwise provided herein.
- E. Leaves of absence of 30 days or less granted under this Section shall accrue sick leave, experience credit and other benefits as if continuously employed.



**12.6. Child Care Leave:**

- A. School nutrition employees are eligible for child care leave subject to the provisions of this Section. Nothing in this Section shall limit a school nutrition employee from being eligible for and taking child care related leaves which are provided under applicable state or federal laws. The District shall grant upon request of the employee a child care leave, without pay, to one parent of a pre-school child, natural or adopted, subject to the provisions of this section. For purposes of this section, the term child care shall include but not be limited to the period of time when an employee is pregnant.
- B. In event of pregnancy, an employee may continue her duties until the onset of the disability and thereafter utilize sick leave with pay during the period of disability. Thereafter, an employee may request a child care leave. However, if the employee requests a child care leave prior to the onset of disability, such child care leave shall be in effect from the date of commencement through the period of child birth and recovery.
- C. In the interest of planning for staffing, an employee seeking a child care leave shall notify the Human Resources office in writing, as soon as practicable, concerning the employee's plans relating to the period of absence for the child care leave, and also at such time, provide a physician's statement indicating the estimated date of delivery of the child.
- D. An employee may take a child care leave of up to twelve (12) months. The commencement and return date of child care leave shall be determined by mutual agreement between the employee and the Superintendent or her/his designee, taking into account the continuity of the School Nutrition program and the desires of the employee.
- E. In approving a child care leave of absence, the District shall not be required to grant any leave more than twelve (12) months in duration or permit the employee to return to employment prior to the date designated in the approved child care leave.
- F. An employee returning from child care leave (for maternity or adoption) shall be reemployed in the same School Nutrition position and/or classification.
- G. A School Nutrition employee on child care leave is eligible to participate in those group insurance programs for which the employee was eligible prior to their child care leave. During the first twelve (12) weeks of child care leave the District shall continue to make its contribution toward the group insurance programs. After the twelve (12) week leave permitted by the Family and Medical Leave Act of 1993 it is the responsibility of the employee to make arrangements with the business office to pay the District the monthly premium amounts in advance and on such date as determined by the District. The right to continue participation in such group insurance programs; however, will terminate if the employee does not return to the District pursuant to this Section.
- H. Accrued Benefits: A School Nutrition employee on leave of absence under this Section shall retain such number of sick leave days, experience credit, and other accrued benefits, if any, at the time the employee went on leave for use upon the employee's return. No additional sick leave, experience credit or other benefits shall accrue for the period of time that a School Nutrition employee is on leave except as otherwise provided herein.

**ARTICLE 13 - SEVERANCE PAY – DEFERRED COMPENSATION**

13.1. Deferred Compensation Matching Program:

Eligible employees include (a) employees hired on or after July 1, 1999 and (b) employees hired prior to July 1, 1999 who previously elected this Deferred Compensation Matching Program and do not participate in the District Severance Pay Program (see Appendix B A13.1-A13.5). All full-time employees will be eligible to participate in the deferred compensation matching program. The District will match the amount an employee contributes up to the amounts defined in Section 13.1.C. District contribution will be on a prorated basis.

- A. Eligible employees must elect to participate in the deferred compensation program. Participation will continue at the same level until the Payroll Department is notified in writing of any changes.
- B. The District will pay its matching share of FICA taxes as provided in Minnesota Deferred Compensation legislation.
- C. The District will match eligible employee contributions annually in the following amounts:
  - \$500 maximum: New employees to 4 years of completed service in the District.
  - \$750 maximum: Employees who have completed 5-9 years of service in the District.
  - \$1,000 maximum: Employees who have completed 10-14 years of service in the District.
  - \$1,250 maximum: Employees who have completed 15-19 years of service in the District.
  - \$1,500 maximum: Employees who have completed 20 or more years of service in the District.

**ARTICLE 14 - VACANCIES AND TRANSFERS**

14.1. Posting of Vacancies:

All permanent vacancies in full-time positions will be posted for a ten (10)-day period.

- A. A permanent vacancy is defined as one anticipated to last more than six months. A temporary vacancy is defined as one anticipated to last less than six months. A position may be filled temporarily pending completion of posting and application procedures.
- B. Posting of vacancies shall contain the normal work hours, building location, and job title.

14.2. Increased Hours:

Employees' assigned hours may be adjusted during the school year to respond to the needs of the school lunch program. Adjustments totaling thirty (30) minutes or less per day per employee shall be at the discretion of the Supervisor of School Nutrition. Any subsequent adjustments in excess of the 30-minute allowance shall be treated as a vacancy at that location and Section 14.1 shall apply.

14.3. Application for Vacancies:

All employees under this Agreement may submit application in writing on the Human Resource Department online application for any vacancy which is posted pursuant to this Article.

14.4. Filling of Vacancies:

Notice of the candidate selected to fill the vacancy shall be given within fifteen (15) working days after the closing of the posting.

14.5. Frequency of Movement:

Any employee successfully bidding on and subsequently serving in an opening of lateral movement or one with a lower classification, may not make another voluntary lateral or demotional move for a minimum of one (1) calendar year in which the movement took place. Nothing in this section will prevent employees from applying for promotions at any time. This limitation may be waived by mutual agreement of the parties in the interest of efficient operation of the District.

**14.6. Application of Seniority:**

In filling a vacancy in which one or more of the internal/employee applicants is in a lower classification than that being filled, all qualified applicants shall be considered and the selection shall be determined in accordance with Section 14.7 herein.

**14.7. Promotion Positions:**

For purposes of this Section, a promotion is defined as moving to a classification involving an increase in pay. In filling positions involving a promotion as defined in this Section 14.7, the position shall be filled by the District with the best-qualified candidate as determined by the District. In making its determination the District shall consider the employee's qualifications and aptitude for the position as well as the length of service with the District along with other relevant factors. The Union may ask for a review of the District's determination up to Level 2 of the Grievance Procedures.

**14.8. Outside Applicants:**

The District reserves the right to fill any position with an outside applicant if no internal candidates apply or if internal candidates do not have the needed qualifications for the position.

**14.9. Voluntary Transfers:**

- A. School Nutrition employees desiring a transfer shall submit a written request to the School Nutrition Manger stating the specific assignment or nature of the assignment and the school or schools preferred. Such request shall be acknowledged in writing.
- B. Each transfer applicant shall be notified of the status of that application on or before June 1st of the school year in which the request is made.

**14.10. Administrative Transfers:**

The District reserves the right to transfer personnel as conditions may require. Seniority and posting shall not apply in an administrative transfer involving two permanent employees. Transfers of this nature will be discussed with the exclusive representative's agent prior to final disposition. Except in the case of an emergency, (as defined by the District), the exclusive representative and the affected employee(s) will be given at least two (2) weeks advance written notice.

**ARTICLE 15 - LAY OFF**

**15.1. Procedures:**

In the event of layoffs, School Nutrition personnel shall be terminated pursuant to the provisions of this Article.

**15.2. Seniority:**

For the purpose of this Article, all School Nutrition personnel shall have seniority commensurate with their total continuous years of service in a position covered by this Agreement. It is further understood that seniority when applied to layoff will be confined to the current class assignment held by an employee, such as, Class 2 Cook, Class 4 Lead Cook-Elem or Class 5 Lead Cook - Secondary.

**15.3. Lay Off and Recall:**

The selection of employees for layoff shall be made in reverse seniority order within the classification, except in cases of inability of the employee to perform the duties of the assignment or in cases of termination for cause. Employees will be recalled in seniority order.

In the event of staff reduction, the employee whose job has been eliminated shall have the right, if qualified, to replace a less senior employee in the same or a lower classification with a number of hours no greater than those for which the employee was originally scheduled. Any employee so replaced shall then have the right, if qualified, to replace another employee as outlined above and the process shall continue until all available positions are filled. No employee may take the place of another more senior employee or obtain a greater number of hours as a result of bumping.

**15.4. Lay Off Application:**

An employee on lay off shall retain seniority and right to recall within classification in seniority order for a period of eighteen (18) months after date of lay off.

**15.5. Termination of Seniority:**

Seniority rights shall terminate upon resignation or termination of an employee pursuant to this Agreement or after eighteen (18) consecutive months of lay off.

**15.6. Ties in Seniority:**

In case of layoffs, in the event of a tie in seniority, the tie shall be broken by lot. This tie breaker shall apply only to lay off situations and shall not be applicable for any other purposes in this contract.

**ARTICLE 16 - PROBATIONARY PERIOD**

**16.1. Probationary Period:**

An employee under the provisions of this Agreement shall serve a probationary period of twelve (12) months of continuous service in the District (including summer break) during which time the 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. Prior to a decision to release an employee during probation, the supervisor will meet with the employee to discuss expectations, any areas where the employee is not meeting standards and provide a reasonable time to correct the issues. A probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated.

**16.2. Probationary Period - Change of Classification:**

In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of ninety (90) calendar days in any such new classification. During this ninety (90) calendar day probationary period, if it is determined by the District that the employee's performance in the new classification is unsatisfactory, the District shall have the right to reassign the employee to the employee's former classification with similar hours within thirty (30) minutes per day. The probationary period for employees who are transferred or promoted during the summer shall start on the following September 1.

**16.3. Completion of Probationary Period:**

An employee who has completed the initial probationary period may be suspended without pay, discharged or disciplined only for just cause. An employee who has completed the probationary period and is suspended without pay, discharged or otherwise disciplined shall have access to the grievance procedure.

**ARTICLE 17 - EMPLOYEE EVALUATION**

17.1. Evaluation:

All formal evaluations of employees shall be conducted openly and with full knowledge of the employee concerned by an administrator or supervisor of the District.

17.2. Procedure:

All formal evaluations of employees shall be in writing or online system. Two (2) copies of the written evaluation shall be submitted to the employee at the time of personal conference or within five (5) working days thereafter, one (1) to be signed and returned to the administration, the other to be retained by the employee. When using an online evaluation process, the employee will be given access to the online evaluation and be able to review and sign online. In the event that the employee feels that the evaluation was incomplete or unjust, the employee may put those objections in writing and have them attached to the evaluation report to be placed in the employee's personnel file. In lieu thereof, the employee may file a grievance under the grievance procedure stating the evaluation was factually inaccurate. All evaluations shall be based-upon valid criteria.

**ARTICLE 18 – CORRECTIVE ACTION**

18.1. Corrective Action:

The District recognizes the concept of progressive discipline. The purpose of taking corrective action through progressive steps of discipline is to inform the employee of the correct way to perform the job and of any consequences for not making needed changes. The corrective action process consists of informal and formal steps including informal coaching conversations and formal actions: 1) oral reprimand, 2) written reprimand, 3) suspension without pay, and 4) termination. The employee shall be allowed representation at any stage of formal discipline. A conference between the employee and his/her supervisor shall be held prior to the imposition of written reprimand, suspension without pay or termination.

Normally, District will utilize the levels of progressive discipline in order. However, in the case of more serious infractions, the District reserves the right to impose discipline, at any level, consistent with the seriousness of the infraction. Normally, a written warning and time to correct, when appropriate, will precede a suspension without pay or termination.

18.2. Grounds for Disciplinary Action:

The imposition of an oral reprimand shall not be subject to the grievance procedure. An employee may challenge the contents of any written materials pursuant to the provisions of Article 5.5 herein. An employee shall receive a written reprimand, be suspended without pay or terminated only for just cause and such action shall be subject to the grievance procedure. This provision does not preclude or supersede the provision contained at Article 16.1 herein.

18.3. Opportunity to Meet:

Suspension without pay or termination of employment shall be imposed only by the Superintendent. If a suspension without pay is to be considered pursuant to Section 2 hereof, the employee shall be afforded an opportunity to meet with the Superintendent. The employee may elect to have representation in attendance at any such meeting. In the absence of the Superintendent, another District Office administrator may act as the Superintendent's designee for purposes of this section.

18.4. Subject to Arbitration:

Suspension without pay or termination of employment shall take effect only after written notification from the Superintendent to the employee and Union stating the grounds for suspension without pay. The Union shall have the right to invoke the grievance procedures set forth in this Agreement at the arbitration level, provided written notification requesting arbitration is sent to the Superintendent within five (5) working days after receipt of the

written notice of suspension without pay. The arbitrator's authority shall include a review of whether the suspension without pay, and length thereof, was appropriate considering all circumstances surrounding the action.

**18.5. Time of Suspension:**

Suspension without pay shall take effect upon receipt by the employee of the written notice of suspension or shall take effect as otherwise indicated in the written notice. The suspension shall continue in effect for the time period provided in the written notice of suspension without pay. The maximum suspension without pay shall not exceed the length of one school year.

**18.6. Suspension with Pay:**

The parties acknowledge that the District has the right to impose a suspension with pay as a disciplinary action under special circumstances. Such an action on the part of the District would be subject to the just cause standard as provided for suspensions without pay. If used, the suspension with pay shall have the same weight in the progressive process as the same length suspension without pay.

**18.7. Application of Suspension Without Pay:**

Suspension without pay shall not apply to an employee who is removed from duty pending investigation of allegations, which period shall be covered by a paid Administrative Leave and which shall not be subject to the grievance procedure.

**ARTICLE 19 - GRIEVANCE PROCEDURE**

**19.1. Purpose and Procedure:**

- A. Good morale is maintained, whenever problems arise, by the sincere efforts of all persons concerned working toward constructive solutions in an atmosphere of courtesy, cooperation and good faith. The parties acknowledge that it is desirable for an employee and the employee's immediate supervisor to informally resolve grievances. However, since all matters cannot be resolved satisfactorily in this manner, a formal process must be provided as an alternative. Thus, this formal grievance procedure has been developed as a means of securing, at the lowest possible administrative level, prompt and equitable solutions to those disputes not settled on an informal basis.
- B. The parties agree that grievance proceedings shall be kept as informal and confidential as may be appropriate to any level of the procedure. Further, it is agreed that the investigation and processing of any grievance shall be conducted in a professional manner at such times as not to cause undue interruptions of established work schedules.

**19.2. Representative:**

The employee may be represented during any step of this procedure by any person or agent designated by such employee to act on the employee's behalf. The District may be represented during any step of this procedure by its designated representative.

**19.3. Grievance Definition:**

A "grievance" shall mean an allegation by an employee or a group of employees resulting from a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

**19.4. Definitions and Interpretations:**

- A. The term "employee", except where otherwise indicated, is considered to apply to all members of the appropriate unit.
- B. Grievant: An "aggrieved employee" or "grievant" is the employee or employees making the claim.
- C. Time Limits: The time limits provided in the grievance procedure shall be strictly observed but may be extended by written mutual agreement of the parties concerned. In the event a grievance is filed after May 1, of any year, and strict adherence to the time limits may result in hardship to any party, the parties shall make reasonable efforts to process such grievance prior to the end of the school year.

- D. Working Days: Reference to "days" regarding time periods in this procedure shall refer to working days. A working day is defined as all days excluding Saturdays, Sundays and holidays as defined by this Agreement.
- E. Computing Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default from 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, Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday.
- F. Filing/Service of Process: 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 or time stamp on the District's email service to the Superintendent or appropriate District Administrator within the time period.
- G. Grievance Form: The grievance form which must be used for filing of grievances shall be provided by the District. Such form shall be readily accessible in all school buildings or electronically available on the District's website. (See Attachment B – Grievance Form)

#### 19.5. Adjustment of Grievance, Time Limitation and Waiver:

The parties shall attempt to adjust all grievances which may arise during the course of employment of any employee within the-District in the following manner:

##### **Informal**

If an employee believes there has been a grievance, the employee shall discuss the matter with the responsible supervisor and/or the human resources director within fifteen (15) days of the occurrence of the act which gives rise to the grievance or within fifteen (15) days after the employee acquired or should have acquired knowledge of the facts which give rise to the grievance. If the grievance is not resolved as a result of this meeting, the employee, with the Union's consent, may file a formal written grievance. Failure to grieve at the informal step within the time period set forth above shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the periods hereafter provided shall also constitute a waiver of the grievance.

##### **Formal**

- A. Level 1: The formal written grievance, signed by the employee involved and approved by the Union must be presented to the responsible supervisor within fifteen (15) days after the responsible supervisor and/or Human Resources Director respond to the grievance at the informal step. An employee, with the Union's consent, may file a formal written grievance within fifteen (15) days after the informal grievance submission if no response has been received by that time. The responsible supervisor shall meet with the employee and the employee's Union representative within ten (10) days after receipt of the written grievance and give a written answer to the grievance within ten (10) days of the meeting. The Union has ten (10) days in which to either accept the answer or appeal it in writing to the next level.
- B. Level 2: If the grievance has not been resolved in Level 1, it may then be processed to Level 2 by the Union presenting the written grievance to the Superintendent. The Superintendent or his/her designee shall meet within fifteen (15) days after receipt of the written appeal to discuss the problem with the employee and the employee's Union representative. Within ten (10) days of the meeting the Superintendent or his/her designee shall submit his/her written answer to the grievance. The Union has ten (10) days in which to either accept the answer or appeal it in writing to the next level. Such appeal shall be served in the Office of the Superintendent.
- C. Denial of Grievance: Failure by the District to issue a decision within the time periods provided herein shall constitute a denial of the grievance, and the Union may appeal it to the next level. This shall not negate the obligation of the District to respond in writing at each level of this procedure.

- D. Step Waiver: Provided both parties (the Union and the District) agree in writing, a step of this grievance procedure may be bypassed and the grievance taken directly to the Bureau of Mediation Services (BMS) Grievance Mediation or Arbitration. Grievance mediation is optional and voluntary. If mediation is pursued, the contractual timelines for processing a grievance shall be delayed during the period of mediation. Should the matter be unable to be resolved in mediation, the parties retain the right to move to the Arbitration procedure outlined in Section 19.6.

**19.6. Arbitration:**

- A. Procedure: In the event that the parties (the Union and the District) are unable to resolve a grievance it may be submitted by the Union to arbitration as defined herein.
- B. Selection of Arbitrator: Upon submission of a grievance to arbitration under the terms of this procedure, the Union may request a list of seven (7) qualified arbitrators from the Bureau of Mediation Services (BMS). The District and the Union shall determine who is to strike the first name from the list by the toss of a coin. Each party will then alternately strike names until only one remains, who shall be the arbitrator who shall hear and decide the grievance. The Union and the District shall, within fifteen (15) days after getting the list from the BMS, meet to strike names or attempt to agree upon the selection of an arbitrator. Failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of the grievance.
- C. Hearing: The grievance shall be heard by a single arbitrator. The grievant may be represented by the Union. The parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, present witnesses, and make oral or written arguments relating to the issues before the arbitrator.
- D. 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/her shall be final and binding upon the parties, subject; however, to the limitations of arbitration decisions as provided in the P.E.L.R.A. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.
- E. 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 that 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. However, the party ordering a copy of the transcript shall pay for such copy.
- F. The arbitrator shall not have the power to add to, subtract from, or to modify the terms of the Agreement.

**19.7. Election of Remedies and Waiver:**

A party 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. Upon initiating a proceeding in another forum as outlined herein, the employee shall waive his/her right to initiate a grievance pursuant to this Article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This Section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.



**ARTICLE 20 - MISCELLANEOUS**

**20.1. Mileage Allowance:**

Mileage allowance shall be paid for authorized use of personal cars in connection with District business in an amount as determined by District policy. The mileage amount shall be in accordance with IRS guidelines.

**20.2. Records:**

Menus, recipes, and all other records furnished to, compiled, or used by food-service personnel while employed by the District are the property of the District and shall be returned to the supervisor of food services at the termination of the employee's employment.

**20.3. Training Requirements:**

An employee shall attend three hours of work-related in-person, online or video training that addresses, at a minimum, meal patterns and basics of sanitation. If a training module has a post test, the employee must pass the test to maintain employment. The employee may review the videos as often as they wish. The department shall pay for up to three hours of wages for the video training and test taking. This training must be completed within the first three months following the start date for a position in school nutrition.

**20.4. Lead Cook Qualifications:**

Within 90 days of the start date as a Lead Cook, the employee must obtain a Minnesota Certified Food Production Manager (CFPM) Certificate and turn in a copy to the Nutrition Manager. The employee will be required to take and pass the Servesafe class and apply for the CFPM Certificate from the MN Department of Health. The District will reimburse the Lead Cook for the cost of the Safeserve class and the certificate from the MN Department of Health. The employee must pay for the cost of future recertifications and maintain the CFPM Certificate as long as the employee is in a Lead Cook position.

Within one year of the start date as a Lead Cook, the employee must also join and become Level 1 certified through the School Nutrition Association (SNA). The employee will pay the cost of the certification and/or recertifications for any training hours required by SNA. The Lead Cook must maintain SNA Level 1 certification as long as the employee is in a Lead Cook position. Lead Cooks are not eligible for the Level 1 certification pay in Art 9.9 Certification Pay. Lead Cooks are eligible for Level 2-4 differentials in Art 9.9.

Lead Cooks who let their certification lapse would be placed in a cook position, if no longer meeting the Level 1 or CFPM certification.

**20.5. Publication of the Agreement:**

Copies of this Agreement shall be provided, at District expense, to all members of the appropriate unit by posting a copy on the District's Human Resource website within thirty (30) working days after the Agreement is executed.

**ARTICLE 21 - DURATION**

**21.1. Term and Reopening Negotiations:**

This Agreement shall remain in full force and effect for a period commencing on July 1, 2021, through June 30, 2023, and thereafter pursuant to P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, 2023, it shall give written notice of such intent no later than May 1, 2023. Unless otherwise mutually agreed, the parties shall not commence negotiations more than one hundred twenty 120 days prior to the expiration of this Agreement.

**21.2. Effect:**

This Agreement constitutes the full and complete Agreement between the School Board and the exclusive representative representing the School Nutrition personnel of the District. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

**21.3. Finality:**

Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement unless mutually agreed to by both parties.

**21.4. 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 of any provision thereof.

**ST. LOUIS PARK – SCHOOL NUTRITION AGREEMENT July 1, 2021 – June 30, 2023**

**SIGNATURES:**

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

For  
School Nutrition Employees  
SEIU Local 284, CTW  
450 Southview Blvd.  
So. St. Paul, MN 55075

For  
Independent School District No. 283  
6311 Wayzata Blvd.  
St. Louis Park, MN 55416

DocuSigned by:  
*Arson Oanson*  
80335ACBF56140E...

DocuSigned by:  
*Anne E. Casey*  
08D2A30D620B40C...

Union Representative

Chair

DocuSigned by:  
*Sandra Derboskos*  
80BBC611A224493...

DocuSigned by:  
*C. Colin Cox*  
FA90740AA5AD499...

Union Steward

Clerk

*Michele Oliver*

DocuSigned by:  
*Astein Osei*  
107E1939063D452...

Asst. Union Steward

Superintendent

Bargaining Team Member

DocuSigned by:  
*Richard Kruger*  
EA188EBFF91F42C...

Human Resource Director

Bargaining Team Member

Bargaining Team Member

Dated: 3/24/2022

Dated: 3/22/2022

Address to which notices are to be sent:

Address to which notices are to be sent:

School Nutrition Employees  
SEIU Local 284, CTW  
450 Southview Blvd.  
So St. Paul, MN 55075

St. Louis Park Public Schools  
Independent School District No. 283  
6311 Wayzata Blvd.  
St. Louis Park, MN 55416

**SALARY SCHEDULE A: 2021-22**

**INDEPENDENT DISTRICT NO. 283  
SCHOOL NUTRITION  
(Effective July 1, 2021)**

Step	CLS2		CLS4	CLS5
1	\$15.50		\$18.50	\$19.50
2	\$16.00		\$19.50	\$20.50
3	\$16.50		\$20.50	\$21.50
4	\$17.00		\$21.00	\$22.00
5	\$17.50		\$21.75	\$22.75
6	\$18.75		\$22.50	\$23.50
7	\$20.19		\$23.52	\$24.57

Career Increments – noncumulative

After 15 years of service: \$ .50 additional per hour  
 After 20 years of service: \$1.00 additional per hour  
 After 25 years of service: \$1.25 additional per hour

**SALARY SCHEDULE B: 2022-23**

**INDEPENDENT DISTRICT NO. 283  
SCHOOL NUTRITION  
(Effective July 1, 2022)**

Step	CLS2		CLS4	CLS5
1	\$16.00		\$19.10	\$20.10
2	\$16.25		\$19.80	\$20.80
3	\$16.75		\$20.81	\$21.81
4	\$17.25		\$21.31	\$22.31
5	\$17.75		\$22.06	\$23.06
6	\$19.00		\$22.80	\$23.80
7	\$20.79		\$24.23	\$25.31

Career Increments – noncumulative

After 15 years of service: \$ .50 additional per hour

After 20 years of service: \$1.00 additional per hour

After 25 years of service: \$1.25 additional per hour

**APPENDIX A: SCHOOL NUTRITION POSITIONS**

**CLASS 1**

**CLASS 2**

COOK

**CLASS 3**

**CLASS 4**

LEAD COOK - ELEMENTARY

**CLASS 5**

LEAD COOK - SECONDARY

**APPENDIX B: Provisions that apply to employees hired prior to specified dates:**

**Retiree Health Insurance (formerly Article 11.6 for employees hired prior to 7-1-2005)**

**A11.6. District Medical Insurance Contribution for Eligible Retirees (hired prior to July 1, 2005):**

- A. Eligibility: Full-time School Nutrition personnel who were hired prior to July 1, 2005, have not elected the Health Care Savings Plan option in Section 11.7, and have completed at least twenty (20) years of continuous service with the District who are at least (55) years of age shall be eligible for insurance contribution pursuant to the provisions of this section upon submission of a written resignation accepted by the School Board. Such benefits shall not be granted to any employee who is discharged for cause by the District.
- B. An eligible employee retiring pursuant to this section shall be eligible for insurance benefits as provided in this section.
- C. The employee shall be eligible to continue participation in the District group medical insurance program if permitted by the terms of the policy with the insurance carrier, until the date of the age of Medicare eligibility. Except as otherwise provided in Section 11.6.D, the employee shall pay the entire premium for such coverage.
- D. The District shall contribute the dollar amount provided in Section 11.2 of this Article, in effect at the time of the employee's retirement until the employee reaches the age of Medicare eligibility or the expiration of five (5) years from the date of the employee's retirement, whichever occurs first. The portion of the premium not contributed by the District shall be borne by the employee.
- E. An employee who has reached the age of Medicare eligibility and has maintained continuous coverage under this section, and has a spouse who is not Medicare eligible shall be eligible to purchase the District health insurance program at group rates covering such spouse by paying the entire premium for such coverage, until such time that the spouse reaches the age of Medicare eligibility or upon the expiration of five (5) years from the date the employee became eligible for Medicare, whichever occurs first.
- F. It is the responsibility of the employee to make arrangements with the School Business Office to pay to the District such monthly premium amounts, payable by the employee, in advance and on such date as determined by the District.

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**Severance (formerly Article 13 Section 13.1-13.5 for employees hired prior to 7-1-1999)**

**13.1. Severance Eligibility:**

Only employees who (a) were hired prior to July 1, 1999, and (b) who did not elect to participate in the Deferred Compensation Matching Program (see Section 13.6) will be eligible to participate in the District's Severance Pay Program Subject to M.S. 465.72. Full-time School Nutrition personnel who have completed at least twenty (20) years of continuous service with the District who are at least fifty-five (55) years of age shall be eligible for severance pay, pursuant to the provisions of this Article upon submission of a written resignation accepted by the School Board. Severance pay shall not be granted to any employee who is discharged for cause by the District.

**13.2. Number of Days:**

- A. An eligible employee, upon early retirement, shall receive as severance pay an amount representing one hundred fifteen (115) days of pay.
- B. In addition to the severance pay provided in 13.2.A, an eligible employee shall receive, as severance pay upon retirement, the amount obtained by multiplying the employee's daily rate of pay by one-half (1/2) times the employee's number of unused leave days, but in any event not to exceed one-hundred (100) days of pay.

**13.3. Daily Rate of Pay:**

In applying these provisions an employee's daily rate of pay shall be the daily rate including career increments at the time of retirement, as provided in the basic salary schedule for the fiscal year, and shall not include any additional compensation for overtime, or other extra compensation.

**13.4. Payment:**

- A. The District shall provide payment equal to the value of the employee's severance pay directly into the employee's 403b custodial account or other tax-sheltered provision of the Internal Revenue Code, and employees will no longer receive any direct payment from the District for severance pay as provided in Article 13 of the collective bargaining agreement for any employee eligible for tax-sheltering of such funds pursuant to Minn. Stat. § 356.24 and the Internal Revenue Code.
- B. The District's annual contribution into the employee's 403b account or other tax-sheltered provision pursuant to Minn. Stat. § 356.24 and provisions of the Internal Revenue Code shall not exceed the annual IRS contribution limit for such contributions. If any part of the severance pay due to the employee exceeds the IRS contribution limits for a given year, any such amount shall be paid to an account on behalf of the employee for a health care savings plan maintained by the State of Minnesota or a mutually agreed upon account for such plans pursuant to the provisions of Minn. Stat. § 356.24, consistent with IRS limitations and consistent with the payment schedule as provided in Article 13 of the collective bargaining agreement.

**13.5. Notice of Intent:**

School nutrition personnel desiring to elect the severance pay option shall, in any year, make that election no later than two weeks following the notice of a subsequent year's assignment as provided by Article 8 Section 8.1.



**ATTACHMENT C: GRIEVANCE FORM**

**SCHOOL NUTRITION EMPLOYEES  
GRIEVANCE REPORT FORM  
St. Louis Park Public Schools**

Name: \_\_\_\_\_

Building: \_\_\_\_\_

Date Grievance Occurred: \_\_\_\_\_

Statement of Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant