

# **CONTRACT**

between

**INDEPENDENT SCHOOL DISTRICT NO. 623**

and the

**ROSEVILLE NUTRITION SERVICE ASSOCIATION**

**2022-2023**  
**2023-2024**

SCHOOL DISTRICT 623 AND ROSEVILLE NUTRITION SERVICE ASSOCIATION  
CONTRACT

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I PURPOSE .....	1
ARTICLE II RECOGNITION .....	1
ARTICLE III EMPLOYEES' HOURS .....	1
Section 1 General Rules .....	1
Section 2 Work Year .....	1
Section 3 Break Periods – Coffee/Lunch .....	2
Section 4 Period of Employment.....	2
ARTICLE IV SALARIES .....	2
Section 1 Salary Structure .....	2
Section 2 Salary Payments .....	2
Section 3 Continuous Absence.....	2
Section 4 Certification Pay .....	3
Section 5 Staff Development.....	3
Section 6 Probation Period.....	3
Section 7 Promotion/Trial.....	3
Section 8 New Employees.....	3
Section 9 Special Function Pay .....	3
Section 10 Special Set-ups .....	4
Section 11 Uniform and Shoes Reimbursement.....	4
ARTICLE V EMPLOYEES' LEAVES .....	4
Section 1 Sick or Emergency Leave .....	4
Section 2 Personal Leave .....	5
Section 3 Short Term Leave .....	5
Section 4 Parental Leave .....	6
Section 5 Sick Leave Bank.....	6
Section 6 Long-Term Leave .....	7
Section 7 Jury Duty .....	7
Section 8 Injury on the Job .....	7
ARTICLE VI EMPLOYEES' HOLIDAYS AND VACATIONS .....	8
Section 1 Holidays.....	8
Section 2 Vacation.....	8
Section 3 Longevity Pay.....	8
ARTICLE VII INSURANCE .....	8
Section 1 Individual/Family Coverage.....	8
Section 2 Liability Insurance.....	9
Section 3 Worker's Compensation Insurance .....	9
Section 4 Group Life Insurance.....	9
Section 5 Income Protection.....	9
Section 6 Dental Insurance.....	9

## TABLE OF CONTENTS

continued

	<u>Page</u>
ARTICLE VIII EARLY RETIREMENT/SEVERANCE PAY .....	10
Section 1 Eligibility.....	10
Section 2 Computation of Severance Pay .....	10
Section 3 Rate of Pay .....	10
Section 4 Payment Date .....	10
Section 5 Insurance .....	10
Section 6 Discharge for Cause .....	10
Section 7 Death Benefits .....	11
Section 8 Provisions .....	11
ARTICLE IX POSTINGS .....	11
Section 1 Postings .....	11
Section 2 Considerations for Filling Positions .....	11
Section 3 Promotions .....	11
ARTICLE X STAFF REDUCTION .....	11
Section 1 Definition.....	11
Section 2 Factors Affecting Lay-Offs .....	11
Section 3 Procedure for Lay-Off.....	12
Section 4 Recall .....	12
Section 5 Notice of Recall.....	12
Section 6 Benefits.....	12
ARTICLE XI TAX DEFERRED PLANS.....	13
ARTICLE XII SCHOOL CLOSURE DAYS .....	13
ARTICLE XIII DURATION .....	13
Section 1 Term and Reopening Negotiations.....	13
Section 2 Effect .....	13
Section 3 Finality.....	14
Section 4 Severability.....	14
ARTICLE XVI GRIEVANCE .....	14
Section 1 Grievance Definitions .....	14
Section 2 Computation of Time .....	14
Section 3 Step One .....	14
Section 4 Step Two.....	15
Section 4 Step Three.....	15
Section 6 Arbitration .....	15
Section 7 Processing of Grievances .....	16
ARTICLE XVII DISCIPLINE PROCESS .....	16
Section 1 Discipline for Just Cause .....	16
APPENDIX A .....	18

SCHOOL DISTRICT 623 AND ROSEVILLE NUTRITION SERVICE ASSOCIATION  
2020-2021, 2021-2022 CONTRACT

**ARTICLE I**

**PURPOSE**

This Agreement, entered into between the School Board of Independent School District No. 623, Roseville, Minnesota, hereinafter called the Employer, and the Roseville Nutrition Service Association, hereinafter called the Association, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the PELRA, shall provide the terms and conditions of employment for all members in the appropriate unit during the duration of this Agreement.

**ARTICLE II**

**RECOGNITION**

Section 1. In accordance with the PELRA, the employer recognizes the Association as the Exclusive Representative for all members in the following appropriate unit, certified by the Bureau of Mediation Services in Case No. 84-PR-868-A, as:

All Nutrition Service employees employed by Independent School District No. 623, Roseville, Minnesota, who are employees within the meaning of Minnesota statute 179a, excluding supervisory, confidential, and all other employees who work fewer than 12.5 hours per week and those employees who work fewer than 67 days per calendar year.

The Exclusive Representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

The Exclusive Representative shall represent all such employees of the district contained in the appropriate unit as certified by the Bureau of Mediation Services.

Section 2. Dues Check Off: The School District agrees to provide payroll deduction for membership dues for the Exclusive Representative and its members in October. The Exclusive Representative shall provide the district with a membership list, authorization cards, dues amount, and date of payroll deduction. Such deductions shall be transmitted to the Exclusive Representative.

**ARTICLE III**

**EMPLOYEES' HOURS**

Section 1. General Rules: No employee shall be away from his or her place of duty during the regular prescribed hours except by special permission in cases of emergency or by definite arrangement with the supervisory and/or the Superintendent or his/her delegated agent.

Section 2. Work Year: The normal work year shall be in accordance with the school calendar as adopted by the School Board and presented to each employee prior to the opening of school. The calendar is subject to modification by the Nutrition Service Supervisor to meet the needs of the district and each building. Such calendar shall not include early release days. When early release days are worked, a time card shall be filled out. Hours of workday shall be determined by the Nutrition Service Supervisor.

Section 3. Break Periods – Coffee/Lunch:

- Subd. 1. Working a six hour day – 30 minutes
- Subd. 2. Working a five hour day – 20 minutes
- Subd. 3. Working a four hour day – 15 minutes
- Subd. 4. The paid break period indicated above falls within the number of hours worked.

Section 4. Period of Employment:

- Subd. 1. All Nutrition Service employees attending the fall workshop at the request of the Nutrition Service Supervisor shall be reimbursed at their regular hourly rate for the time spent at the workshop. These employees will fill out a timecard for reimbursement.
- Subd. 2. Elementary Nutrition Managers and Nutrition Managers (I and II) attending a monthly or as-needed meeting scheduled by the Nutrition Service Supervisor shall be reimbursed at the regular hourly rate for the time spent at the meeting. These employees will fill out a timecard for reimbursement.

**ARTICLE IV**

**EMPLOYEES' SALARIES**

Section 1. Salary Structure: The hourly salary structure for Nutrition Service personnel employees effective July 1, 2022, and July 1, 2023, shall be as shown in Appendix A.

Section 2. Salary Payments:

- Subd. 1. The salary of Nutrition Service personnel is based on hours worked times hourly rate.
- Subd. 2. Salary shall be paid semi-monthly, payment to be made on the 15th and 30th. In the event the 15th or 30th falls on a weekend or on a holiday, payday shall be on the preceding working day.

Section 3. Continuous Absence: In the absence of the Nutrition Manager I or II or Elementary Nutrition Manager, due to employee's continuous absence, the Assistant Nutrition Manager or a Nutrition Assistant will take charge. Starting on the first (1<sup>st</sup>) day of the assignment the Assistant Nutrition or Nutrition Assistant will qualify for Nutrition Manager or Elementary Nutrition Manager pay and will be placed one step beyond the first step that provides an increase in pay, retroactive to the first day of the absence.

Section 4. Certification Pay: Employee shall receive the following additional hourly pay rates upon completion of the School Nutrition Association certification, provided that an up-to-date certificate is on file with the district. If certification lapses, then certification pay will stop effective the date the certificate expired. The certification pay will resume the pay period following the receipt of the updated certificate by the Human Resources Department.

**-2022-2024**

Level III                \$1.05

Level IV                \$1.35

It is the responsibility of the employee to maintain that certification through recertification every three years.

Certification salary adjustments will be retroactive to the certificate issue date upon District receipt of the certificate within fiscal year of certification completion.

Any Employee Hired as Elementary Nutrition Manager, Nutrition Manager I or Nutrition Manager II must be certified at Level three within two years of hire. Failure to obtain Level three certification within two years shall result in placing such employee on the nutrition assistant salary schedule at years served.

Section 5. Staff Development: Reimbursement in the amount of \$120 in addition to the annual state conference registration fee over the two-year contract period will be available for Nutrition Service employees SNA Dues or attendance at a workshop. Verification of attendance will be submitted to the Nutrition Service Office in writing.

Section 6. Probation Period: All new employees shall work a probationary period of nine *cumulative* months of continuous service *within the same classification* in the school district. During which time the school district shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated. The probationary employee shall be evaluated by the Nutrition Service Supervisor and administration in the building. Probationary employees must complete an eight (8) hour Food Safety and Sanitation Course in order to complete the probationary period.

Section 7. Promotion/Trial: An employee accepting a promotion will have the right to return to their previous position at any time during the two (2) month trial period. The district may return the employee to the previous position during the two (2) month trial period if performance standards are not met. The return would not be considered disciplinary.

Section 8. New Employees: Placement of new employees on salary schedule shall be determine in collaboration with the Nutrition Services Supervisor and Human Resources and commensurate with relevant experience and/or education. Experience considerations will include institutional and public food production, management and/or other school nutrition services experience. An employee hired after January 1 shall not receive an annual adjustment on the subsequent July 1.

Section 9. Special Function Pay: Special Function pay will be at the rate of \$30.00 per hour for manager and \$22.00 per hour for each helper, not less than one-hour increments. Special Functions shall be defined as events involving food production such as catering, dinners, and

banquets. Events not involving food, such as Open Houses, will be considered Special Set-ups and will be time carded at the rate of pay of the person performing the service.

Section 10. Special Set-ups: Special set-ups requiring time over and above the normal assigned workday and authorized by the building principal, Nutrition Service management, or district center administrator shall be time carded at the rate of pay of the person performing the service.

Section 11. Uniforms and Shoes Reimbursement: District will provide each employee with up to 5 shirts as needed and will reimburse each employee up to \$145 per year for shoes and pants.

## ARTICLE V

### EMPLOYEES' LEAVES

Section 1. Sick or Emergency Leave: Nutrition Service employees may accumulate sick leave to a maximum of 215 days prorated to employees' hours worked per day.

Effective July 1, 1990, the leave accrual schedule will be as follows: First three full years of employment - 5 days/year; after three years - 15 days/year.

Subd. 1. A "day" of sick leave is defined as the normal working day hours of the employee. If the assignment of hours per day changes, cumulative sick leave will be prorated. converted to "days" at the new hourly rate.

Subd. 2. Sick leave is to be used to cover the personal illness of the Nutrition Service employee. An employee may also use personal sick leave benefits provided by employer for absences due to an illness of an immediate family member for such reasonable periods as may be necessary, on the same terms as the employee is able to use sick leave benefits for the employee's own illness.

Subd. 3. Emergency leave shall be deducted from the employee's total of accumulated sick or emergency leave and may be used for:

A. Up to but not to exceed five days for absence due to death of a member of the immediate family. The immediate family shall be interpreted to include children, spouses, siblings, parents, and grandparents; as well as step-family members and in-laws of a similar relationship to those listed above.

B. Death of a family member not immediate or a close family friend: one day with approval of Superintendent or his/her delegated agent.

C. Critical family situation: one day with approval of the principal and additional day(s) to be approved by the Superintendent or his/her delegated agent.

D. One day for critical situations not previously covered may be allowed as determined by the Superintendent or his/her delegated agent. Bad weather or poor driving conditions are not considered a legitimate excuse for a day when school is in session.

E. Time for subpoenaed court appearances, not self-incurred. Note: If called as a witness, salary shall be reduced to the extent of any per diem pay.



- F. Upon termination of an employee's employment for any reason, all sick or emergency leave, current or cumulative, shall be automatically canceled.
- G. A Nutrition Service employee who resigns for any reason and returns to the district within three years shall retain all unused Sick and Emergency Leave accumulated from previous years.
- H. Employees who return to employment with the district after a resignation causing a break in service with the district shall have seniority only from the starting date of return to district employment.

Subd. 4. Absence for personal illness in excess of three consecutive working days may be certified by the attending physician along with notice of employee's being in good health and able to resume employee's duties upon return.

Subd. 5. In case of frequent or intermittent illness, the Board may require the employee to submit a certificate concerning the condition of health from the physician.

Section 2. Personal Leave: Nutrition Services Employees will receive two personal leave days per year. The days will not accumulate. There will not be a salary deduction for using personal leave.

Subd. 1. Requests shall be made to the kitchen manager at least one week in advance of the anticipated absence.

Subd. 2. The request may be granted at the discretion of the kitchen manager. The kitchen manager will inform the Nutrition Service Supervisor of his / her recommendation for approval prior to the use of the personal day.

Section 3. Short Term Leave:

Subd. 1. Short term leave shall be without pay.

Subd. 2. If the employee currently has benefits; benefits shall continue during the leave.

Subd. 3. Short term leave may be granted for not to exceed ten (10) working days.

Subd. 4. An individual requesting such leave shall normally present such request no later than fifteen (15) working days prior to the desired day(s) of such leave and to the Nutrition Service Supervisor.

Subd. 5. Following receipt of the request by the Nutrition Service Supervisor, the request will be reviewed by the Superintendent or his/her delegated agent. Special conditions established by the Nutrition Service Supervisor for such leave shall be in writing to the individual granted the leave. All conditions established must be met to be eligible for such leave.

Subd. 6. Short term leave shall be granted only in extraordinary circumstances as determined by the Superintendent or his/her delegated agent.

Subd. 7. Short term leave without pay shall normally be available no more than once during each four year period of employment.



Section 4. Parental Leave: Parental leave to prepare and provide parental care of a child or children of the employee for an extended period of time shall be available without pay to members of the appropriate unit according to the following provisions:

- Subd. 1. The employee shall notify the Superintendent or his/her delegated agent in writing at least four calendar months in advance of the intended leave and shall indicate the requested date of return.
- Subd. 2. The school district may adjust the proposed beginning and/or ending dates of parental leave so that the dates are coincident with some natural break in the school year.
- Subd. 3. Parental leave may be granted up to six calendar months.
- Subd. 4. Parental leave may extend by mutual agreement between the employee and the Superintendent or his/her delegated agent for a period not to exceed 15 calendar months including the summer vacation period, but shall not extend beyond June 30 of the year following the advent of the child.
- Subd. 5. Whenever parental leave extends to June 30, the employee must notify the Superintendent or his/her delegated agent in writing by April 1 of the intent to return to the district the following year.
- Subd. 6. After any health insurance provisions of FMLA are exhausted, the employee on parental leave may continue to participate in the hospital/medical group insurance program and/or life insurance, but must pay the entire premium for such program(s) as the employee wishes to retain, commencing with the beginning of the parental leave.
- Subd. 7. An employee returning from parental leave will be assigned to a position comparable to the one the employee held before taking the leave.
- Subd. 8. An employee not returning from parental leave at the designated time shall be considered to have terminated his/her employment and shall have forfeited rights to future job placement unless the employee is certified by a physician as unable to return because of an accident or illness unrelated to pregnancy or because of physical "complications of pregnancy."
- Subd. 9. An employee who is pregnant may elect to utilize sick leave. In that event, the employee will continue working until a physician certifies that she can no longer fulfill the requirements of the position. During the period of disability, the employee is eligible to receive sick leave benefits. An employee may choose to take parental leave after disability leave has been utilized. In the event no parental leave is taken, the employee is required to return to work as soon as she is physically able as certified by her physician.

Section 5. Sick Leave Bank:

- Subd. 1. When an employee has used up available sick leave before income protection takes effect, and after a ten-consecutive work day period without pay, the School Board may upon certification by a physician of inability to carry out the assigned duties,

pay the employee one half of the salary in effect at the time the absence began and until the 90-day waiting period for income protection has elapsed.

- Subd. 2. Employees may contribute up to 40 hours of sick leave to a "sick leave bank." The maximum amount that may be contributed is 2080 hours. Leave from the bank may be applied for after the following conditions have been satisfied. The employee has 1) exhausted his/her sick leave, 2) completed the wait period for LTD, and 3) received notice of eligibility from LTD insurance carrier. Leave payments would be for those unpaid days during the LTD wait period on a retroactive basis.
- Subd. 3. Employees may voluntarily contribute un-used personal leave days to a district wide bank which may be used by Nutrition Service Employees who have exhausted their own accumulated sick/emergency leave and whose situation will not qualify for Long Term Disability. An employee is eligible to use this bank after a period of 5 unpaid duty days in a fiscal year. This bank is for chronic illness and based on District Approval.

Hours in this bank will not carry-forward to the following school year. Employees will not be charged the deduction of sub pay for donated personal leave days.

Employees desiring to use days from this bank must apply for them through the Supervisor of Human Resources.

#### Section 6. Long Term Leave:

- Subd. 1. An individual employee may be granted a leave of absence without pay for up to one employment year. The beginning and ending dates shall be mutually agreeable between the employer and employee.
- Subd. 2. In the event that the leave is granted, the employee, if he/she is eligible, shall have the right to medical and life insurance for a period not to exceed the length of the long-term leave, provided that the costs of such coverage is assumed by the individual employee.
- Subd. 3. Employees on long-term leave must inform the district three (3) months in advance before the end of their leave to either resign or commit to return to work. Failure to do either shall constitute a resignation which shall be effective immediately. Long-term leave status shall not prohibit the person on long-term leave from being considered for reduction in force.

Section 7. Jury Duty: Employees called for jury service shall serve without loss of pay. Full salary will be paid by the school district, but compensation received for the jury service shall be returned to the school district (except for mileage).

Section 8. Injury on the Job: Any employee who is injured during working hours in a school must file a report within 24 hours using the third-party phone number.

## ARTICLE VI

### EMPLOYEES' HOLIDAYS AND VACATIONS

Section 1. Holidays: Regular Nutrition Service employees shall be paid for the following holidays and recess periods which occur between their first and final working days for a given school year: Labor Day, two (2) days at Fall Recess, Thanksgiving Day, the day following Thanksgiving, Martin Luther King Day, Memorial Day, and one (1) day during the Christmas recess.

There shall be ten (10) paid holidays for those working the full calendar year (New Year's, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving, Christmas, and two (2) other days to be determined by the Board according to the school calendar).

Eligibility for a paid holiday requires working the last scheduled day prior to and the first scheduled day after a holiday unless prior authorization from Nutrition Services Manager is granted ten (10) working days prior to the holiday and/or personal leave day with no other absences requested on the same day. Nutrition Services Supervisor will have final authority for approval. For example, a Monday holiday requires attendance on Friday and Tuesday and a Tuesday holiday requires attendance on Monday and Wednesday, except in case of medically documented serious illness. Scheduled days include opening day and time-carded days which occur during workshop week.

Section 2. Vacation: Vacations for those working the full calendar year shall be ten (10) working days for each twelve (12) month's worked in the first five (5) years of employment. Vacations for the sixth through the twenty-fifth years of employment shall accrue as follows:

6-10 Years	15 Days
11-20 Years	20 Days
Over 20 Years	25 Days

Section 3. Longevity Pay:

After 10 years service- 2 days pay  
After 15 years service- 3 days pay  
After 20 years service- 4 days pay  
After 25 years service- 5 days pay  
After 30 years service – 6 days pay

To eligible employees as of June 1. Longevity pay will be paid in a lump sum once each year on the June 15 payroll.

## ARTICLE VII

### INSURANCE

Section 1. Individual/Family Coverage:

The School Board shall contribute the following amounts for medical insurance for employees working thirty (30) hours or more per week. Persons working twenty (20) hours per week may participate in the insurance program at their own expense. Long Term Substitutes must work an assignment of 60 working days or longer to qualify for District insurance.

<b>District Monthly Medical Contribution</b>	<b>2022-2023</b>	<b>2023-2024</b>
Single Coverage (more than 6 hrs/day)	\$792.26	\$792.26
Dependent Coverage (more than 6 hrs/day)	\$1758.90	\$1758.90

Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Subd. 1. Newly hired employees may only enroll in the High Deductible Medical Insurance plan with the VEBA contribution.

Subd. 2 Current employees enrolled in the High Deductible Medical Insurance plan will not be able to move into the Gold Plan

Section 2. Liability Insurance: The district provides liability coverage for all employees.

Section 3. Workers' Compensation Insurance: The School Board shall carry workers' compensation insurance for all employees in compliance with MN Worker's Compensation Laws. When workers' compensation insurance payments to the employee have started, the employee will remain on the payroll, with the difference between the workers' compensation check and his/her salary charged to his/her sick leave until such sick leave is exhausted. The employee will keep the workers' compensation check, and the school district will adjust the salary and sick leave accordingly.

Section 4. Group Life Insurance: The District will provide a \$50,000 term life insurance policy to all eligible employees who apply for coverage. Eligible employees must work at least 6 hours or more per day and 30 hours or more per week. Supplemental term life insurance policies are also available to eligible employees through payroll deduction.

Section 5. Income Protection: The School Board shall pay the full premium cost to provide income protection insurance on a 70% plan to Nutrition Service employees working a six hour day or more. Increases in social security benefits or the PERA benefits shall not reduce the amount of the payment to the disabled employee from the insurance company.

Section 6. The School Board shall contribute the following amounts for Dental Insurance for employees employed six (6) hours per day or more who qualify for and are enrolled in the school district dental plan and who request and qualify for single/family coverage. Persons working four (4) hours per day may participate in the dental insurance program at their own expense.

<b>District Monthly Dental Contribution</b>	<b>2022-2023</b>	<b>2023-2024</b>
Dependent Coverage	\$54.08	\$54.08
Single Coverage	\$54.08	\$54.08

Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

**ARTICLE VIII**  
**EARLY RETIREMENT/SEVERANCE PAY**

Section 1. Eligibility: Nutrition Service employees who retire under the following conditions shall be eligible for severance pay:

- Subd. 1. At the time of the request for early retirement, the employee shall be a regular Nutrition Service employee working a 6-hour day or more for at least the school year (37 weeks).
- Subd. 2. The employee shall have had a minimum of ten (10) consecutive years of employment, including the current year, each of which shall have been 6-hour days or more for at least the school year (37 weeks).
- Subd. 3. A written resignation and request for early retirement shall be submitted on or before April 1 of the fiscal year at the end of which early retirement will begin.
- Subd. 4. The employee shall become at least 55 years of age on the birth date which occurs during the fiscal year (July 1 – June 30) in which the request for early retirement is made.
- Subd. 5. Retirement shall begin at the end of the fiscal year.

Section 2. Computation of Severance Pay: The combined total of severance pay days shall not be greater than 100, and shall be determined as follows:

Unused Sick/Emergency Leave: The employee shall be eligible to receive one 1 day of pay for each one day of unused sick/emergency leave at the time of retirement, but not to exceed a total 100 days' pay

Section 3. Rate of Pay: In applying the above provisions, the employee's rate of pay shall be the daily rate immediately preceding retirement.

Section 4. Payment Date: Severance pay shall be paid in one lump sum during the same calendar year following the effective date of retirement.

Section 5. Insurance: The following insurance coverage shall be provided during the period of early retirement.

- Subd. 1. The employee shall be allowed to remain a member of the hospital/medical group insurance program with the same school district contribution as is provided for Nutrition Service employees actively employed, until the age of Medicare of the retiree. This benefit shall terminate at the death of the retiree or if the individual receives contributions from a subsequent employer.

- Subd. 2. \$5,000 term life insurance shall be provided up to the retiree's 65th birthday.

Section 6. Discharge for Cause: No Nutrition Service employee shall be eligible for early retirement severance pay if discharged for cause by the district.



- Section 7. Death Benefits: In the event of the death of the retiree, who at the time of death is entitled to severance pay, any amount owed shall accrue to the estate of the individual.
- Section 8. Provisions: The provisions of this Article do not apply to employees hired on or after July 1, 1994.

## ARTICLE IX

### POSTINGS

- Section 1. Employees should check the District website for job postings. Postings shall be posted for a minimum of four (4) working days prior to the job being filled, and shall be filled at the hourly level and pay rate commensurate with relevant experience and/or education per Article IV, Section 7.
- Section 2. Seniority may be considered together with other qualifications in filling job openings. However, seniority will not be the sole determining factor in filling job openings. If two applicants have other qualifications that are equal as determined by the Nutrition Service Supervisor, the seniority will be the determining factor.
- Section 3. Promotions: When an existing employee is promoted to a position providing a higher pay, such employee shall be placed on a new salary schedule based on their current education and experience; placement determination based upon the discretion of the Nutrition Services Supervisor and Human Resources.

## ARTICLE X

### STAFF REDUCTION

- Section 1. Definition: Changes in organizational structure and assignments, decreasing workloads, shortage of funds, and other related reasons may necessitate the lay-off of Nutrition Service employees. In the event of layoffs, all temporary and non-contracted employees shall be laid off first.
- Subd. 1. The Board shall attempt, if possible, to accomplish lay-offs by attrition.
- Section 2. Factors Affecting Lay-Offs: The Board will consider the following factors relevant to lay-offs.
- Subd. 1. Classifications — Sub-division classifications are:
- (1) Nutrition Manager I
  - (2) Nutrition Manager II/ Ala Carte and Concessions Manager
  - (3) Elementary Nutrition Managers
  - (4) Assistant Nutrition Managers
  - (5) Nutrition Assistants
- Subd. 2. Seniority — The inverse order of seniority will apply to all classifications. The last person hired has the least seniority. At the end of October and January of each calendar year a current seniority list will be posted in each school kitchen.

Section 3. Procedure for Lay-Off: When reducing the work force, the district will lay off the employee in accordance with the following conditions:

- Subd. 1. In carrying out the discontinuance of a position the Nutrition Service Supervisor and Supervisor of Human Resources shall review performance records of all Nutrition Managers (Classification 1) within that employment level to determine the specific employee to be reduced from the classification. In the case where two managers are judged to be equal, seniority, defined as the number of years experience within Classification 1 (Nutrition Manager) in the school district, shall apply.
- Subd. 2. Employees affected by the lay-off shall have the right to replace only an employee with less seniority in the same Classification or a lower classification, provided the employee has the qualifications to perform the duties and responsibilities as determined by the Superintendent or his/her delegated agent.
- Subd. 3. This procedure will be followed until the employee with the least seniority is laid off or an employee waives the right to be replaced.
- Subd. 4. The district retains the right to make all assignments.
- Subd. 5. Employees laid off shall be placed on the recall list for three calendar years from last day of employment.

Section 4. Recall: The employee will be recalled in the inverse order of lay-off, provided the employee has:

- Subd. 1. The qualifications to perform the duties and responsibilities of the classification for which the recall is being made.

Section 5. Notice of Recall:

- Subd. 1. Notice of recall shall be made by certified mail, return receipt requested, to the last known address of the employee being recalled. Response to the notice of recall shall be made to the school district in writing within seven (7) calendar days after the date of receipt of such notice. Employees failing to respond within seven (7) calendar days of notice or who fail to report for work, shall waive any right to re-employment and shall have their names removed from the recall list.
- Subd. 2. The date of return to work shall be at least 14 calendar days from the date the employee receives the notice of recall.

Section 6. Benefits:

- Subd. 1. Employees laid off and on recall will be eligible for:
  - A. COBRA continuation coverage where eligible.
  - B. Restored sick leave upon re-employment within a three year period.



## ARTICLE XI

### TAX DEFERRED PLANS

Eligible members of the bargaining unit may participate in the district tax deferred program as provided in M.S. 356.24 according to the following provisions:

Eligibility: Full time Nutrition Service employees who work four or more hours per day may participate in this tax deferred plan upon completion of at least one full fiscal year of employment; i.e., if hired in January, member must work through June and then the next full fiscal year before eligible.

District Contribution: Effective July 1, 1995, the district shall match annually up to 2% of the base salary to an appropriate tax deferred plan on a dollar for dollar basis. The district's matching amount is not considered as reportable salary on the W-2 or for high five retirement.

Phase-in Provisions: Current members (hired before July, 1994) will have continued eligibility for provisions in Article VIII. District contributions to a tax deferred plan will be subtracted from severance payment upon retirement.

Members hired on or after July 1, 1994: Provisions of Article VIII do not apply except that retirees may continue in the district's existing benefit package until age 65 at their own expense.

NOTE: Board contributions to a tax deferred plan belong to the individual member during and after employment in District 623.

## ARTICLE XII

### SCHOOL CLOSURE DAYS

In the event that school is cancelled on a duty day, all employees covered by this Agreement shall not be required to report for duty on that day and shall be paid. If an employee is required to report for work on a school closure day by the Supervisor of Nutrition Services, that employee will be paid at time and a half for the hours they are required to work. In the event the School Board or its designated representative shall determine that a school day or workshop day shall be made up, school year employees shall perform duties on that make-up day without pay. If the Superintendent closes the schools, employees on a scheduled personal day will not have a salary deduction or that time processed from their personal leave account.

## ARTICLE XIII

### DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing July 1, 2022, through June 30, 2024, and thereafter until modifications are made pursuant the PELRA. If either party desires to modify or amend this Agreement commencing on July 1, 2022, it shall give written notice of such intent no later than May 1, 2024.

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

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

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

## ARTICLE XVI

### GRIEVANCE PROCEDURE

#### Section 1. Grievance Definitions:

Subd. 1. Bureau. "Bureau" means the Bureau of Mediation Services.

Subd. 2. Days. "Days" means calendar days.

Subd. 4. Employee. "Employee" means any public employee who is employed in a Roseville Nutrition Service Association position.

Subd. 5. Grievance. "Grievance" means a dispute or disagreement regarding the application or interpretation of any term of a contract required under Minnesota Statutes, section 179A.20, subdivision 1.

Subd. 6. Nonprobationary. "Nonprobationary" means an employee who has completed an initial probationary period as stated in Article IV, Section 6.

Subd. 7. Party. "Party" means either the employee and / or the exclusive representative and its authorized agent or the employer and its authorized representative.

Subd 8. Service. "Service" means personal delivery or service by the United States Postal Service, postage prepaid and addressed to the individual or organization at its last known mailing address. Service under Section 1 through Section 7 is effective upon deposit with the United States Postal Service, as evidenced by a postmark or dated receipt, or upon personal delivery.

Section 2. Computation of Time: In computing any period of time prescribed or allowed by Section 1 through Section 7, the day or act or event upon which a period of time begins to run shall not be included. The last day of the time period shall be included unless it is a Saturday, Sunday, or holiday.

Section 3. Step One: When a employee or group of employees has a grievance, the employee or an agent of the exclusive representative shall attempt to resolve the matter with the employee's immediate supervisor within 21 days after the employee, through the use of reasonable diligence, should have had knowledge of the event or act giving rise to the grievance. The supervisor shall then attempt to resolve the matter and shall respond in writing to the grievant and / or the agent of the exclusive representative within five days after the grievance is presented.

Section 4. Step Two: If the supervisor has not been able to resolve the grievance or has not responded in writing within the time period provided in Section 3, a written grievance may be served on the next appropriate level of supervision by the employee or exclusive representative. The written grievance shall provide a concise statement outlining the nature of the grievance, the provisions of the contract or the just cause situation in dispute, and a statement of the relief or remedy requested. The written grievance must be served on the employer's representative within 15 days after the immediate supervisor's response was due under Section 3. The employer's representative shall meet with the employee and / or agent of the exclusive representative within five days after service of the written grievance and both parties shall attempt to resolve the grievance. The employer's representative shall serve a written response to the grievance to the employee and / or the agent of the exclusive representative within five days of the meeting. The response shall contain a concise statement of the employer's position on the grievance and the remedy or relief the employer is willing to provide, if any.

Section 5. Step Three: If the grievance is not resolved under Section 4, the employee and / or exclusive representative may serve the written grievance upon the Superintendent or the Superintendent's designated representative within ten days after the written response required by Section 4 was due. The employee and / or an agent of the exclusive representative shall meet with the Superintendent or designee within five days of service of the written grievance and they shall attempt to resolve the matter. The Superintendent or designee shall serve a written response to the grievance to the employee and / or the agent of the exclusive representative within five days of the meeting.

Section 6. Arbitration:

Subd 1. Referral to arbitration. If the response of the Superintendent or designee is not received within the period provided in Section 5, or is not satisfactory, the employee and / or exclusive representative may serve written notice on the employer of its intent to refer the case to arbitration within ten days after the response required by Section 5 is due.

Subd 2. Selection of arbitrator. Within ten days for the service of written notice of intent to arbitrate, the Superintendent or designee shall consult with the employee and / or agent of the exclusive representative and endeavor to mutually agree upon an arbitrator to hear and decide the grievance. If the parties do not agree upon the selection of an arbitrator, either party may request a list of impartial arbitrators from the bureau. The parties shall alternately strike names from a list of seven names to be provided by the bureau until only one name remains, and the remaining name shall be the designated arbitrator. The determination of which party will commence the striking process shall be made by mutual agreement or a flip of a coin. If one party refuses to strike names from the list provided by the bureau, the other party may serve written notice of this fact upon the bureau, with a copy to the offending party. Unless it is confirmed that the parties have otherwise selected or agreed upon an arbitrator within three days of service of the notice of refusal or failure to strike names, the bureau shall designate one name from the list previously provided to the parties and the person so designated by the bureau shall have full power to act as the arbitrator of the grievance.

Subd 3. Arbitrator's authority. The arbitrator shall have no authority to amend, modify, add to, or subtract from the terms of an existing contract. The decision and award of the arbitrator shall be final and binding upon both parties.

- Subd 4. Arbitration expenses. The employer and the employee and / or exclusive representative shall share equally the arbitrator's fees and necessary expenses. Cancellation fees shall be paid by the party requesting the cancellation and any fees incurred as the result of a request for clarification shall be paid by the party requesting the clarification. Each party shall be responsible for compensating its own representatives and witnesses except to the extent provided by Section 7, Subd. 1.
- Subd 5. Transcripts and briefs. Because arbitration is intended to provide a simple, speedy alternative to litigation processes, the use of transcripts and briefs should be considered only in exceptional circumstances. If a verbatim record is required, it may be prepared providing the party desiring the record pays the cost and makes a copy available to the other party and the arbitrator without charge. The arbitrator may maintain written notes of the hearing and may use an electronic recording device to supplement the note taking. These notes shall be considered the arbitrator's private and personal property and shall not be made available to the parties or another third party. If a recording device is used by the arbitrator to supplement the arbitrator's notes, the arbitrator shall retain the recording for a period of 90 days following the issuance of the award.

## Section 7. Processing of Grievances.

- Subd 1. Release time. To the fullest extent feasible, the processing of grievances under Section 1 to Section 7 shall be conducted during the normal business hours of the employer. Roseville Nutrition Service employees shall be released from work without loss of regular non-overtime earnings as a result of their necessary participation in meetings or hearings held pursuant to Section 1 to Section 7, whenever such release is consistent with the ability of the employer to conduct safe and reasonable operations. No more than three employees shall be entitled to compensation for participation in a single meeting or hearing with respect to any one grievance.
- Subd 2. Waiver of steps. The parties may by written mutual agreement waive participation in the grievance steps in Section 3 to Section 5 and may similarly agree to extend the time limits established by Section 3 to Section 6.
- Subd 3. Time limits. A failure to raise a grievance within the time limits specified in Section 3, or to initiate action at the next step of the procedure in Section 3 to Section 6 within the time limits in these parts shall result in forfeiture by the employee and / or exclusive representative of the right to pursue the grievance.

## ARTICLE XVII

### DISCIPLINE PROCESS

Section 1. Discipline for Just Cause: The employer shall have the right to discipline employees for just cause. Disciplinary actions by the employer shall include the following:

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

Employees who are terminated shall be notified in writing of such action, together with a statement of the reason(s) for termination.

Subd. 1. Normally the employer will utilize the levels for discipline in the order listed above. The specific level of discipline chosen is solely within the discretion of the school district. Circumstances surrounding each individual case will affect the level chosen.

Subd. 2. An employee called in for a disciplinary meeting shall be informed of their right to have an association representative present for a meeting (beyond an oral reprimand), and would sign a form in the event that the employee chooses to waive their association representation.

Subd. 3. An employee, other than a probationary employee who has been terminated, may appeal a disciplinary matter through the contractual grievance procedure.

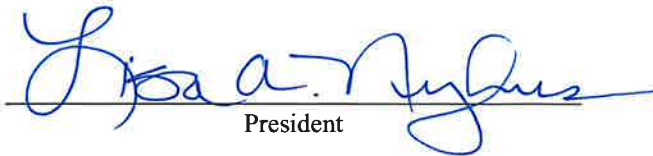
Subd. 4. An employee called in for an investigatory meeting shall be informed of their right to have an association representative present.

Subd. 5. An employee may be suspended with pay during investigations. It is expressly understood that suspension with pay does not constitute discipline.

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

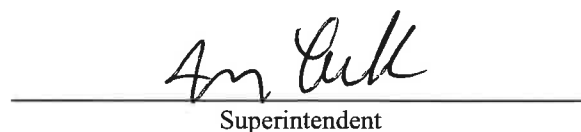
Roseville Nutrition Service Association  
Roseville, Minnesota

Independent School District #623  
Roseville, Minnesota

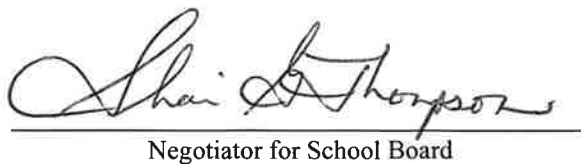
  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Chairperson, School Board

\_\_\_\_\_

  
\_\_\_\_\_  
Superintendent

\_\_\_\_\_

  
\_\_\_\_\_  
Negotiator for School Board

\_\_\_\_\_  
Dated

\_\_\_\_\_  
9/13/2022  
Dated

## APPENDIX A SALARY SCHEDULES

### NUTRITION ASSISTANT

STEPS	1	2	3	4
2022-2023	15.45	16.22	17.00	18.58
STEPS	1	2	3	4
2023-2024	15.91	16.71	17.50	19.14

Each current Nutrition Assistant advances one-step from previous schedule.

### ASSISANT NUTRITION MANAGER/ HEAD COOK

STEPS	1	2	3	4
2022-2023	18.77	19.87	20.97	22.20
STEPS	1	2	3	4
2023-2024	19.33	20.46	21.60	22.86

Each current Assistant Nutrition Manager advances one-step from previous schedule.

### ELEMENTARY NUTRITION MANAGER

STEPS	1	2	3	4
2022-2023	19.32	20.42	21.53	23.13
STEPS	1	2	3	4
2023-2024	19.90	21.04	22.17	23.83

Each current Elementary Nutrition Manager advances one-step from previous.

### NUTRITION MANAGER I

STEPS	1	2	3	4
2022-2023	24.16	25.21	26.27	27.53
STEPS	1	2	3	4
2023-2024	24.89	25.97	27.05	28.36

Each current Nutrition Manager I advances one-step from previous schedule.

### NUTRITION MANAGER II / Ala carte and concessions manager

STEPS	1	2	3	4
2022-2023	21.86	22.96	24.05	26.25
STEPS	1	2	3	4
2023-2024	22.51	23.65	24.77	27.04

Each current Nutrition Manager II / ala carte and concessions manager advances one-step from previous schedule





**Memorandum of Agreement**  
**Roseville Independent School District No. 623**  
**And**  
**Roseville Nutrition Service Association**

This Memorandum of Agreement (MOA) sets forth a mutual agreement between the employer, Roseville Independent School District 623 and the association, Roseville Nutrition Service Association.

WHEREAS, ISD 623, as of June 1, 2020, employed four Nutrition Service Association employees who meet the qualifications for the Early Retirement/Service Pay program as outlined in Article VIII of the collective bargaining agreement in effect for the 2018-19 and 2019-20 years, until a new bargaining agreement has been negotiated and approved by both parties.

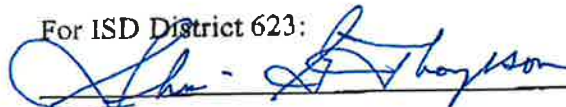
NOW THEREFORE, the parties hereto, acting through their respective agents, do hereby stipulate to this MOA and agree to the following terms:

That:


1. In accordance with Minnesota Statute, Chapter 352.98, members of the Nutrition Service Association will participate in the post-retirement health care savings plan. Each eligible member of the Nutrition Service Association will invest all available payment for severance, at retirement, into the post-retirement health care savings plan.
2. Provisions of the Early Retirement-Severance Article do not apply to persons hired on or after July 1, 1994.

That this MOA shall not form the basis for any precedent that may be cited for any grievance concerning any alleged violation of the CBA.

For ISD District 623:

 Date: 12/15/2020  
Date: \_\_\_\_\_

For Nutrition Service Association:

 Date: Dec. 7/2020  
Date: \_\_\_\_\_

