

AGREEMENT

BETWEEN

INDEPENDENT SCHOOL DISTRICT 622

AND

NORTH ST. PAUL – MAPLEWOOD – OAKDALE
ASSOCIATION FOR NUTRITION SERVICES

JULY 1, 2021 – JUNE 30, 2023



School District 622

NORTH ST. PAUL | MAPLEWOOD | OAKDALE

Ready for tomorrow

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**ARTICLE I
PURPOSE**

Section 1. Parties: THIS AGREEMENT is entered into between the School Board of Independent School District No. 622, North St. Paul-Maplewood-Oakdale Public Schools, Maplewood, Minnesota (hereinafter referred to as the School Board or School District) and the North St. Paul-Maplewood-Oakdale Association for Nutrition Services (hereinafter referred to as the exclusive representative or association) 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.) to provide the terms and conditions of employment for food service employees during the duration of this Agreement.

**ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition: In accordance with the P.E.L.R.A., the School Board recognizes the North St. Paul-Maplewood-Oakdale Association for Nutrition Services as the exclusive representative for food service employees employed by the School Board of Independent School District No. 622, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all such employees of the district contained in the appropriate unit as defined in Article III, Section 2 of this Agreement and the P.E.L.R.A. and in certification by the Director of Mediation Services.

**ARTICLE III
DEFINITIONS**

Section 1. Terms and Conditions of Employment: Terms and conditions of employment mean the hours of employment, the compensation therefore including fringe benefits, and the employer's personnel policies affecting the working conditions of the employees.

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the appropriate unit shall mean all food service employees employed by the School District excluding the following: confidential employees, District Center supervisors, essential employees, part-time employees whose services do not exceed the lesser of 14 hours per week or thirty-five percent (35%) of the normal work week in the employee bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of sixty-seven (67) working days in any calendar year, and emergency employees.

Section 3. Definition: Any reference to the School Board or School District in this Agreement shall mean the School Board or its designated officials or representatives.

Section 4. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

**ARTICLE IV
SCHOOL BOARD RIGHTS**

Section 1. Inherent Managerial Rights: The exclusive representative recognizes that the School Board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School Board.

Section 2. Management Responsibilities: The exclusive representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

Section 3. Effect of Laws, Rules and Regulations: The parties recognize that all employees covered by this Agreement shall perform the services and duties prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives, and orders, issued by properly designated officials of the School District, insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the School Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State.

ARTICLE V EMPLOYEES RIGHTS

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or 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 duties of employment or circumvent the rights of the exclusive representative.

Section 2. Right to Join: The School Board recognizes the right of employees to form and join labor or employee organizations.

Section 3. Request for Dues: The exclusive representative shall have the right to request and be allowed dues check-off for its members, provided that dues check-off and the proceeds thereof shall not be allowed any employee organization that has lost its right to dues check-off. Upon receipt of a properly-executed authorization card of the employee involved, the School District will deduct from the employee's paycheck the annual dues that the employee has agreed to pay to the exclusive representative each year until canceled by the employee. Deductions shall be made and transmitted to the exclusive representative together with a list of names of the employees from whom deductions were made.

ARTICLE VI HOURS OF SERVICE

Section 1. Work Year: The work year will vary according to the calendar for the school year as set by the School Board. Notification to commence and to end work will be given by the Supervisor of Nutrition Services.

Section 2. Work Day: All cafeteria managers will commence work at a time designated by the responsible administrator and will work the necessary hours as approved by the responsible administrator. Cafeteria assistants' hours will be specified by the cafeteria manager and approved by the Supervisor of Nutrition Services. The cafeteria managers will be responsible for an accurate accounting of the hours worked by their assistants and themselves. All hours accounted for must have been put in on the premises or be district required business.

Section 3. Work Breaks: To the extent the work schedule and the needs of students permits, all employees will receive a fifteen-minute (15-minute) paid rest break as approved and scheduled by the employee's supervisor or designee. Employees who work six (6) to eight (8) hours day are allowed an additional fifteen (15) minute paid rest break.

Section 4. Help for Additional Functions: Help for school-connected dinners and banquets will be drawn from those available regular employees. Help for weekend meals not pertaining to school functions will be on a voluntary basis.

**ARTICLE VII
CLASSIFICATIONS AND COMPENSATION**

Section 1. Classifications: All food service employees will be classified as follows based on the provisions of Article VI above:

Subd. 1. FS I Cafeteria Manager, in senior highs, middle schools, Education Center, shall be employed 4 or more hours per day for at least the normal school year.

Subd. 2. FS II Elementary Cafeteria Manager, in charge of the cafeteria in elementary schools and shall be employed 4 or more hours per day for the normal school year.

Subd. 3. FS IA Assistant Cafeteria Manager, shall be employed 4 or more hours per day for the normal school year.

Subd. 4. FS III Cafeteria Assistant, shall be employed for the normal school year on a daily schedule to be determined by their immediate supervisor. Positions in this classification are posted in two categories either four (4) or more hours or less than four (4) hours per day.

Subd. 5. Regular food service employees with employment experience in the District prior to the 1981-82 school year shall not be reduced in classification because of involuntary reduction in hours.

Section 2. Compensation:

Subd. 1.

Effective July 1, 2021, employees will be paid as per the following schedule:

Step	FS1	FS1A	FS2	FS3
1	\$17.97	\$16.09	\$16.63	\$14.83
2	\$18.69	\$16.43	\$17.28	\$15.44
3	\$19.10	\$16.78	\$17.65	\$15.74
4	\$19.51	\$17.15	\$18.04	\$16.09
5	\$19.96	\$17.51	\$18.42	\$16.42
6	\$20.41	\$17.90	\$18.81	\$16.78
7	\$20.87	\$18.28	\$19.22	\$17.14
8	\$21.30	\$18.68	\$19.62	\$17.51
9	\$21.77	\$19.09	\$20.05	\$17.90

Effective July 1, 2022, employees will be paid as per the following schedule:

Step	FS1	FS1A	FS2	FS3
1	\$18.53	\$16.59	\$17.15	\$15.29
2	\$19.27	\$16.94	\$17.82	\$15.92
3	\$19.69	\$17.30	\$18.20	\$16.23
4	\$20.11	\$17.68	\$18.60	\$16.59
5	\$20.58	\$18.05	\$18.99	\$16.93
6	\$21.04	\$18.45	\$19.39	\$17.30
7	\$21.52	\$18.85	\$19.82	\$17.67
8	\$21.96	\$19.26	\$20.23	\$18.05
9	\$22.44	\$19.68	\$20.67	\$18.45

Subd. 2. Placement on Schedule: Employees initially hired shall normally be placed on the first step of the appropriate wage column. The Director of Human Resources may, when placing new employees on the wage schedule, take into consideration previously related experience for up to seven years of service on the schedule.

Subd. 3. Step Advancement: An employee may expect to advance on a performance basis one step on the wage schedule effective on the first day of each new school year. Recommendation for step advancement will be made by the Supervisor of Nutrition Services. Anyone receiving a promotion will be placed on a step in the new classification that is equal to their previous step.

Subd. 4. Longevity Pay:

Effective July 1, 2022, employees who have completed one year at the top step (step 9), will receive an additional \$2.00 per hour, effective the following July 1st. Effective July 1st, 2022, employees who have also completed fifteen (15) years of service in the District will receive an additional \$1.50 per hour, effective the following July 1st.

Section 3. Overtime: For all cafeteria employees all evening work, work on weekends or holidays, and other work that is not continuous with the regularly scheduled working day will be considered overtime. The overtime rate shall be time and one-half except on Sundays and holidays when it shall be double time.

Section 4. Substitute Service:

Subd. 1. Substitute workers (other than regular district employees) who temporarily fill an open position or who replace an existing employee will be paid 90% of the FS3 step 1 hourly rate. Substitute workers of less than 46 days will not progress on a year-to-year basis through the salary schedule, and shall not receive fringe benefits or payments under the health savings plan, Sec. 8.07 following. If substitute service in the same position accrues to more than 45 days, the rate of pay shall be according to the proper step and position as per Section 2, Subd. 1 and such employee(s) shall be entitled to receive all insurance benefits as provided in Article VIII, and all other benefits as specified in this contract.

Subd. 2. Substitute Cafeteria Managers and Assistant Managers: Cafeteria assistants or cafeteria manager assistants assigned to substitute for a higher classification will be paid the hourly rate of the higher classification at the substitute employee's step when the higher classified employee is out for two (2) hours or more of the scheduled work day.

Subd. 3. Sub Calling: The food service office shall maintain a list of available substitutes and, upon request from the respective food service manager or designee, shall employ a substitute.

Subd. 4. Returning Retirees: Retirees may return as substitutes at their hourly rate of pay, including longevity pay, at the time of retirement for the duration of their employment.

Section 5. Certifications: The employee must successfully complete the school food courses for certification by School Nutrition Association (SNA). The cost of CORE courses for SNA Level 1 Certification will be borne by the District. Promoted employees will retain their existing certification pay. Employees who do not achieve certification within 12 mos. of initial employment or within 6 mos. of a promotion requiring a new certification level, shall be subject to either a 10% reduction in pay or termination of employment at the district's discretion. Rules also apply to employees who do not maintain their certification during the course of their employment. There are four licensing levels: Level One, Level Two, Level Three and Level Four. New employees will not be eligible for Level One certification pay and licensing levels will be paid at the following rates: Level Two \$.80 and Level Three \$1.51. Effective July 1, 2018, licensing levels will be paid at the following rates: Level Two \$.50, Level Three \$1.00, Level Four \$1.51. Any employee hired before July 1, 2010 and is paid \$.40 for Level One or \$.30 for Level One will maintain that pay.

Section 6. Uniforms: Uniforms prescribed by the district must be worn by all regular employees. The uniforms will be furnished by the district as needed, but not to exceed 3 the first year and 2 each succeeding year and, in the event an

employee leaves during his/her first year of employment, the uniforms will be returned to the district before final pay is received. After one year of issue, the uniforms become the property of the employee. Two (2) colored aprons and one additional shirt will be furnished each employee each year. The school district will provide up to \$100 reimbursement for two (2) pair of slip resistant shoes for each employee each year.

Section 7. Conventions: Registration fees and approved expenses will be reimbursed to employees attending the M.S.N.A state convention on an equitable basis, not to exceed a total of \$750.00. Registration fees and approved expenses will be reimbursed for delegates to attend the S.N.A. National convention not to exceed a total of \$400.00. The selection of the delegates will be made by the Nutrition Service Association, subject to the approval of the Supervisor of Nutrition Services. Paid leave time will be provided for employees normally scheduled to work on convention days.

ARTICLE VIII GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School Board. The School Board will meet and confer with the exclusive representative upon request regarding this matter.

Section 2. Coordination of Medical-Hospitalization and Vision Care Insurance. Medical-hospitalization insurance and vision care insurance represent a package plan and may not be carried separately.

Section 3. Medical-Hospitalization and Vision Care Insurance: For employees hired before 3/1/93 and eligible for medical hospitalization and vision care insurance as per Section 11, effective July 1, 2019 the school district will contribute 90% of the monthly premium for medical-hospitalization and vision care insurance to a maximum combined monthly premium not to exceed \$605.00 for individual coverage and \$1346.00 for dependent coverage for eligible employees employed by the school district who qualify for and are enrolled in the school district medical-hospitalization and vision care insurance plans. Effective July 1, 2020, the district will contribute \$636.00 for single coverage and \$1413.00 for dependent coverage.

For employees hired after 3/1/93 and eligible for medical-hospitalization and vision care insurance as per Section 11, effective July 1, 2019 the school district will contribute 80% of the monthly premium for medical-hospitalization and vision care insurance to a maximum combined monthly premium not to exceed \$539.00 for individual coverage and \$1198.00 for dependent coverage for eligible employees employed by the school district who qualify for and are enrolled in the school district medical-hospitalization and vision care insurance plans. Effective July 1, 2020, the district will contribute \$566.00 for single coverage and \$1258.00 for dependent coverage.

Section 4. Health Insurance Plan – General Conditions: Employees may reenroll in insurance plans for which they qualify at the regular open enrollment period in any year, or in the instance of a qualifying event as provided in Section 5, may do so at any time by giving 30 days' notice.

Section 5. Qualifying Event: Employees eligible for health insurance who wish to make a change in coverage can do so within thirty (30) calendar days of a qualifying event as allowable under IRS regulations and in conjunction with the health plan (i.e. birth, adoption, and change in marital status or loss of present coverage).

Section 6. Dental Insurance: The school district shall make available to all employees a 100% employee paid dental insurance plan with employee contributions subject to payroll deductions. Effective July 1, 2020, the school district shall provide a dental plan and contribute \$64.37 per month towards the cost of coverage. The balance of the premium shall be contributed by the employee and paid by payroll deduction. To be eligible for coverage employees must work at least twenty hours per week.

Section 7. Life Insurance: The School District will provide \$25,000 in term life insurance. Group insurance is subject to the terms of the life insurance policy.

Section 8. Long-Term Disability Insurance: The School District will provide long-term disability insurance coverage for all employees equal to 70 percent of earnings, not to exceed \$1,000.00 per month, and subject to the provisions and

conditions of the insurance contract. Benefits begin after 60 consecutive calendar days of total disability. If return to work occurs within ninety (90) days of the date of disability the returning employee shall be reinstated in their former job. If the return to work is after ninety (90) days, the returning employee may be assigned to another job of identical pay and classification.

Section 9. Claims Against the School District: The parties agree that any description of insurance benefits contained in this Article are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this Article. It is further understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 10. Duration of Insurance Contribution: An employee is eligible for Board contributions from the first date of scheduled service to the first date of scheduled service the following school year as provided in this Article and as long as the employee is employed by Independent School District 622. Upon termination of employment during the school year, all Board participation and contribution shall cease effective at the end of the month in which the last working day occurs.

Section 11. Insurance Restrictions: New employees hired after July 1, 1990 in classification FSIII who work less than 4 hours per day shall not be eligible for medical, vision care, and LTD insurance coverage. Employees hired on or before July 1, 1990 shall continue to have insurance enrollment rights during the annual open enrollment period and in accordance with Sections 2, 3, and 4. Occasional expansion of hours on a non-permanent basis, such as, but not limited to, substituting for a longer hour person, does not qualify an employee for insurance benefits.

Section 12. 125 Plan: The District will make available an IRS 125 Plan for members of the bargaining unit.

Section 13. Tax-Deferred Plans: All employees may participate in the District's 403B and 457 payroll deduction plans.

ARTICLE IX LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Employees shall earn sick leave at the rate of one day for each month of service in the employ of the School District (10 days per annum for school year employees and 12 days per year for twelve month employees) credited at the beginning of each school year.

Subd. 2. Employees shall be permitted to utilize an amount limited to their annual rate of accrual, as provided in Subd. 1 of this Article, in advance of accrual, if such employee has performed his/her duties for at least five (5) working days. In the event that such days are utilized prior to earning thereof, such days will be deducted from future accumulation. In the event that an employee has been permitted to utilize sick leave in excess of accrual under these provisions and leaves the employ of the School District, the employee shall be liable to the School District for any such leave pay.

Subd. 3. Sick leave with pay shall be allowed within the limits of this Article by the School Board whenever an employee's absence is found to have been due to illness which prevented the employee's attendance and performance of duties on that day or days. Employee's sick pay will be based on hours worked per day as established by nutrition services management. Employees may also utilize sick leave for purposes of family illness.

Subd. 4. The School Board may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the employee will be so advised during the course of illness.

Subd. 5. Unused sick leave days may accumulate to a maximum credit of 220 days per employee. Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee. Sick leave pay shall be approved only upon submission of a request.

Subd. 6. Bereavement. An absence occasioned by death of a member of the family or close personal friend may be extended up to five (5) days upon approval of the employee's supervisor with no salary deduction for each incidence. Such days will be deducted from cumulative days credited to the employee under personal sick leave.

Subd. 7. Personal Leave. One (1) day of personal leave shall be granted in the first year of employment and two (2) days of personal leave shall be granted each year thereafter, chargeable to sick leave, and unused days shall accumulate to a maximum of five (5) days. These personal days may be used without explanation provided two (2) days' notice is given to the employee's immediate supervisor except in emergency situations. Personal leave days with pay immediately preceding or following a holiday requires advanced approval of the employee's immediate supervisor.

Subd. 8. An employee intending to use sick leave and/or be absent from work for the purpose of maternity may use sick leave according to Section 1, shall submit a written request to the Office of Human Resources not less than 30 days prior to the intended commencement of such leave, except in an emergency, and provide a physician's statement indicating the estimated date of delivery and expected return date.

Subd. 8.1. The time during which the employee is on extended (greater than ten (10) working days) sick leave shall not be counted in determining the completion of the probationary period. However, in no event shall the employee be required to serve a greater cumulative length of probationary term than any other probationary employee.

Subd. 8.2. The School District shall continue to pay the stipulated premiums for medical-surgical, hospitalization, and major-medical insurance for employees utilizing sick leave for maternity purposes consistent with federal and state law. In addition, the employee may continue in any of the insurance programs at the employee's own expense as a member of the group at the employee's option while the employee is on leave.

Subd. 8.3. An employee may request an unpaid medical leave of absence for up to 12 weeks consistent with Subd. 3.

Subd. 9. Unless exigent circumstances exist, employees who fail to report to work for three (3) consecutive work days who are not on an approved leave of absence and who have not notified their supervisor will be given notice, via registered mail, that without contact to their supervisor or human resources they will be considered resigned five (5) workdays from the date the letter is postmarked. The date of the 5th workday will be specified in the letter and the letter will be sent to the address the employee has on file.

Section 2. Child Care Leave:

Subd. 1. Any food service employee (with the exception of substitutes) shall have the right to elect to receive a child care leave of absence of no more than 12 months without pay or fringe benefits.

Subd. 2. The employee shall submit a written request for child care leave to the Office of Human Resources not less than 30 days prior to the intended commencement of such leave, except in an emergency.

Subd. 3. If the employee complies with all provisions of this section and a child care leave is granted by the School Board, the School Board shall notify the employee in writing of this action.

Subd. 4. An employee returning from child care leave shall be re-employed in a position for which the employee is qualified commensurate with the position occupied prior to the leave, subject to the following condition that the

employee returns on the date designated on the request for leave approved by the School Board unless a different date for the return is mutually agreed upon by the parties.

Subd. 5. The time during which the employee is on child care leave shall not be counted in determining the completion of the probationary period. However, in no event shall the employee be required to serve a greater cumulative length of probationary term than any other probationary employee.

Subd. 6. An employee who returns from child care leave within the provisions of Section 2, shall retain previous experience credit. The employee shall not accrue additional experience credit for wage schedule adjustment or leave time during the period of absence for child care leave.

Subd. 7. Casual substituting is permitted.

Subd. 8. The employee may continue in any of the insurance programs consistent with federal and state law while the employee is on child care leave.

Section 3. Return from Leave: Any employee returning from an approved leave of absence will be reinstated in a position commensurate with the position held prior to the leave. An employee returning from a medical leave of absence extending beyond one (1) year, shall be reinstated in a position with similar hours, classification and pay if the position/classification is available and open. If no position is open in the same classification, they will hold their seniority date for one year. In the event that another vacancy shall be available, if a same or similar position becomes available and the position is offered but declined by the employee, they will lose their seniority rights to a vacant position, even if it's within the 1 year. The employee may apply to other District positions that they may qualify for.

Subd. 1. Employees will not accrue service credit while on leave of absence nor will they accrue additional sick leave while on leave.

Section 4. Emergency Closing: When School is closed by order of the Superintendent of Schools or other lawful authority, employees will be paid without a deduction from sick days or personal leave for up to three days per school year. In the event there are additional school closings, employees will have the option to-use personal leave per Article IX, Section 1, Subd 7.

ARTICLE X HOLIDAYS AND VACATION

Section 1. Paid Holidays: Employees shall be granted nine paid holidays as follows:

Labor Day, Thanksgiving Day, The day after Thanksgiving Day, two (2) days at Winter Break, New Year's Day, President's Day, April 15th, 2022 & April 7th, 2023, Memorial Day, and July 4th (employees working summer).

Employees who have not achieved SNA Certification shall be granted the following four paid holidays: Thanksgiving Day, day after Thanksgiving Day, President's Day, and Memorial Day.

Section 2. Weekends: Holidays that fall on weekends will be observed on a day established by the School Board.

Section 3. Changing Holidays: The School District reserves the right to cancel any of the above holidays and establish another holiday in lieu thereof if, on any described holiday, school is in session, or if the food program is to operate.

Section 4. Holiday Pay: Employee's holiday pay shall be based on the average hours per day the employee normally works during that pay period.

Section 5. 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 sick leave or a personal leave day that is pre-approved by the employee's immediate supervisor under these provisions.

**ARTICLE XI
VACANCIES AND JOB POSTING**

Section 1. Posting of Vacancies: Vacancies and newly created positions will be posted by classification and indication of hours (either four (4) or more or less than four (4) hours) for five (5) working days in all work locations. Management shall make every reasonable effort to post vacant positions at hours identical or similar to those vacated but in no case shall a vacancy be posted at less than the minimum hours specified for the position classification in Article VII, Section 1. A vacancy is defined as a position open due to the creation of a new position, resignation or termination and there is no one returning from a leave of absence or lay-off. Employees interested in being notified of available positions which are posted during the summer must provide an email or home address by June 1st and will be provided notification of positions. A position may be filled temporarily by employing a substitute for not more than 45 days pending completion of posting and application procedures.

Subd. 1. For the purpose of this section, a full-time position is any classification shown in Article VII, Section 1.

Section 2. Application for Vacancies: All employees under this Agreement may submit application for any vacancy that is posted pursuant to this Article.

Section 3. Filling of Vacancies: When applicants for vacancies hold identical or equivalent classified positions to that posted, the most senior of such applicants shall be awarded the position.

Section 4. Application of Seniority: Seniority will apply in the filling of vacancies, except in those positions involving a promotion that shall be filled as provided in Section 5 herein. For purposes of this Section, a promotion is defined as moving to a classification involving an increase in pay or a like classification of increased hours.

Section 5. Promotion Positions:

Subd. 1. In filling positions involving a promotion as defined in Section 4 above, the position shall be filled by the School District with the best qualified candidate as determined by the School District. In making its determination, the School District shall consider the employee's length of service with the School District along with other relevant factors as determined by consultation with the kitchen manager.

Subd. 2. If, in review of applications, the School District intends to recommend that the job be awarded to a junior employee, the Association shall be notified in advance of awarding the job and shall have the opportunity to discuss the matter with the Director of Human Resources. The decision of the Director of Human Resources may be appealed to the Superintendent within the provisions of the grievance procedure and a review may be sought with the School Board.

However, if there is not agreement, the decision of the Superintendent or the School Board may be implemented, pending review under the arbitration clause to determine whether the standards of Subd.1. have been fairly and reasonably applied.

Section 6. Outside Applicants: The School District reserves the right to fill any position with an outside applicant if internal candidates, including substitutes, do not have the needed qualifications for the position or if no internal candidates apply. Candidate selection shall be made in consultation with the kitchen manager.

Section 7. Administrative Transfers: Posting shall not apply in an administrative transfer involving two permanent employees. Transfers of this nature shall be for good and sufficient reason and will be discussed with the association president, kitchen managers involved, and the employee affected and in writing to all parties prior to final disposition.

**ARTICLE XII
SENIORITY**

Section 1. Recognition: The parties recognize the principle of seniority on a district-wide basis in the application of this Agreement within classifications concerning reduction or increase in work force. In all situations except reductions in force, a displaced employee can bump the most junior employee in the system within classification, or if there is no junior employee within classification, the displaced employee can bump the most junior employee in the next lowest pay classification. In regards to vacancies and promotions, the provisions of Article XI shall apply. In reductions in force situations, the employee may bump any junior employee in the same or lesser pay classification if the employee is qualified to perform the junior employee job. This bumping procedure in force reduction situations will be repeated until the employee having the least seniority is laid off or an employee waives his right to bump. This bumping process will be completed in one meeting of all potentially affected employees.

Section 2. Date: Employees shall acquire seniority upon completion of the probationary period as defined in this Agreement and, upon acquiring seniority, the seniority date shall relate back to the date of the original hire. If more than one employee commences employment on the same date, seniority ranking shall be determined by certification level, with the highest level being the most senior. If a tie exists, the most senior employee will be the one with the earliest certification date. A seniority list including date of hire, level of certification and the date such certification was obtained will be issued in November and May and posted in each work location.

Section 3. Lay-Off Application: Employees on lay-off and employees who have accepted a position of lesser classification or hours shall retain their seniority and right to recall within their original classification in seniority order for a period of fifteen months after the date of lay-off.

**ARTICLE XIII
DISCIPLINE DISCHARGE AND PROBATIONARY PERIOD**

Section 1. Probationary Period: An employee under the provisions of this Agreement shall serve a probationary period of four (4) months of continuous service in the School District, exclusive of summer vacation, 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 provision of the contract alleged to have been violated.

Section 2. Probationary Period - Change of Classification: In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of eighty working days in any such new classification. During this eighty-day probationary period, if it is determined by the School District that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to the employee's former classification. An employee transferred or promoted to a different classification may return to their former position during the first five days in the new position.

Section 3. Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay, discharged, or disciplined only for cause. An employee who has completed the probationary period and is suspended without pay, discharged or otherwise disciplined shall have access to the grievance procedure. Whenever possible, corrective and instructive assistance will be provided prior to formal disciplinary action.

**ARTICLE XIV
RETIREMENT**

Section 1. Retirement: An employee retiring on or after age 55, will be provided the opportunity to continue the medical-hospitalization and life insurance plans by paying the required premiums to the School District or its insurer in accordance with Minnesota Statutes.

Section 2. Severance Pay:

Subd. 1. Full-time employees, who have had continuous employment with the School District for 15 years or more and who have reached their 55th birthday shall be eligible upon retirement to receive severance pay.

Subd. 2. Eligible employees, upon retirement, will receive as severance pay one (1) day of pay for each two (2) days of accrued sick leave at the time of retirement.

Subd. 3. Eligible employees, upon retirement, will receive 3 days pay for each year of service in the School District, not to exceed 45 days pay, and the combination of Subd. 2 and 3 shall not exceed 105 days pay.

Subd. 4. In applying these provisions, the daily rate of severance pay shall be based on the average hours per day the employee normally works at the time of retirement.

Subd. 5 Upon retirement, the School District will contribute an amount equal to the value of the employee's accrued severance pay into one of the 403(b) accounts designated by the School District and established by the employee exclusively for the purpose of receiving such payment (the "Severance 403(b)"). The School District's tax shelter annuity compliance company will provide verification that the amount of the severance payment will not exceed the applicable IRS limitations on annual additions to all 403(b) accounts held by the employee. In the event the severance payment due exceeds the applicable IRS limits on annual additions in the year of retirement, payments shall be made to the Severance 403(b) each successive January, not to exceed five successive years, until the total severance amount has been paid into the Severance 403(b). For each successive year, the District's tax shelter annuity compliance company will provide verification of the amount that the employee may contribute to the Severance 403(b). The employee will not deposit amounts into the Severance 403(b) until the entire severance amount has been paid out by the District. Severance payments paid on or after August 1, 2012, will be made in accordance with this Subdivision.

Section 3. Sick Leave Credit: An employee who does not qualify for severance pay as per section 2 shall be eligible for one (1) day's pay for each two (2) days of accrued sick leave at the time of retirement, not to exceed 60 days' pay.

Section 4. Retirement Insurance. Employees who retire at the close of the 1987-88 school year or thereafter who have fifteen or more years of District 622 Nutrition Services employment and who are at least 55 years of age and who give notice of retirement and apply for retirement medical benefits by May 15th preceding retirement shall be eligible to receive 90% district-paid single coverage medical insurance from the same or a less expensive carrier as utilized immediately prior to retirement. Such benefits shall terminate after 8 years. Employees may continue their current family medical insurance coverage by paying the difference between the district-paid single contribution and the cost of the family coverage at least one month in advance.

**ARTICLE XV
MISCELLANEOUS**

Section 1. Jury Duty Pay: An employee who is called for jury duty will be reimbursed for the difference between the amount paid for such services and the employee's straight time hourly rate for regular scheduled hours for work during the period of service. Employees will be expected to report for their regular duties when temporarily excused from attendance at court. Such employees shall not suffer any loss of seniority during such absences.

Section 2. Mileage: Regular time and IRS mileage allowance shall be paid for authorized use of personal cars in connection with School District business.

Section 3. Meet and Confer: The School District shall provide opportunity for the Association to meet and confer with representatives of the district central office at least twice a year on matters of concern to the Association which are not covered by this Agreement.

Section 4. Grievance: Grievances concerning this Agreement shall be governed by Appendix 'A'.

Section 5. Retroactivity: Retroactive payment shall be made at rates provided in Article VII, Section 1, for members of the appropriate unit who are employed as of the execution of this Agreement for hours worked commencing July 1, 2019. However, employees forced to retire due to the recommendation of their physician shall be eligible for retroactive pay.

**ARTICLE XVI
DURATION**

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2019 through June 30, 2021 and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, 2019, they shall give written notice of such intent no later than May 1, 2021.

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

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

Section 4. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provisions under any circumstances is held invalid, it shall not affect any other provision of this Agreement or the application of any provision thereof.

Section 5. No Strike Clause: The association and district agree fully that the primary mission of both parties is the education of the district's children. Accordingly, the association, its agents and members agree that there will be no strike during normal work hours during the terms of this Master Agreement. The association recognizes the applicability of Minnesota Statutes 179.40 through M.S. 179.47 as amended in regard to secondary boycotts.

**ARTICLE XVII
DOCUMENT AUTHORIZATION**

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

North St. Paul-Maplewood-Oakdale
Association for Nutrition Services

North St. Paul-Maplewood-Oakdale Schools
Independent School District 622

Chief Negotiator

Chairperson

Clerk

Director of Human Resources

Date

Date

APPENDIX A

GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by an employee or the North St. Paul-Maplewood-Oakdale Nutrition Services Association resulting in a dispute or disagreement between the employee and the School Board as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

Section 2. Representative: The employee, the North St. Paul-Maplewood Nutrition Service Association, or School Board may be represented during any step of the procedure by a person, agent, or wage committee designated by such party to act in the employee's behalf.

Section 3. Definitions and Interpretations:

Subd. 1. Extension: Time limits specified in Agreement may be extended by mutual agreement.

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by State law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal Holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing, and on forms provided, to the appropriate supervisor setting forth the facts and the specific provisions of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance.

Section 5. Adjustment of Grievances: An effort shall first be made to adjust an alleged grievance informally between the employee and the appropriate supervisor. If this effort is unsuccessful, the grievance shall then be adjusted in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the appropriate supervisor shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his designee shall set a time to meet regarding the grievance within eleven (11) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or his designee shall issue a decision in writing to the parties involved.

Section 6. School Board Review: The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notify the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

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

Section 8. Arbitration Procedures: In the event that the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing and signed by the aggrieved party, and such request must be filed in the office of the Superintendent within ten (10) days following the decision in Level II of the grievance procedure.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator that has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the PERB to appoint an arbitrator, pursuant to M.S. 179.70, Subd. 4, providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the PERB within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

A. Upon appointment of the arbitrator, the appealing party shall, within five (5) days after notice of appointment, forward to the arbitrator with a copy to the School Board, the submission of the grievance which shall include the following:

1. The issues involved.
2. Statement of the facts.
3. Position of the grievant.
4. The written documents relating to Section 5 of the grievance procedure.

B. The School Board may make a similar submission of information relating to the grievance either before or at the time of the hearing.

Subd. 5. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing denovo.

Subd. 6. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in the P.E.L.R.A.

Subd. 7. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses that the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 8. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this

written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein.

Section 9. Form: A form that must be used for filing of grievances shall be provided by the School District.

GRIEVANCE REPORT FORM
North St. Paul-Maplewood-Oakdale School District No. 622

Name of Grievant: _____

Building: _____

Name of Exclusive Representative: _____

Date Grievance Occurred: _____

Statement of Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought:

Dated: _____
_____ Signature of Grievant

Copies to: Superintendent
Director of Human Resources
Director of Business Services
Immediate Supervisor
Exclusive Representative