



**AGREEMENT**

**BETWEEN**

**MOUNDS VIEW PUBLIC SCHOOLS**

**AND**

**MOUNDS VIEW NUTRITION SERVICES  
ASSOCIATION**

**Effective July 1, 2023 through June 30, 2025**

|                                                    |    |
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**Section 1.1 Parties.**

This Agreement is entered into between Independent School District No. 621, hereinafter referred to as the School District, and the Mounds View Nutrition Services Association, hereinafter referred to as Exclusive Representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the P.E.L.R.A. to provide the terms and conditions of employment for the MVNSA during the duration of this Agreement.

**Section 2.1 Recognition.**

For purposes of this Agreement, the School District recognizes the MVNSA as the Exclusive Representative of all Nutrition Services employees excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal work week in the employees bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of sixty-seven (67) working days in any calendar year and emergency employees.

**Section 2.2 Dues Check-off.**

The Employer agrees to deduct for membership in the Association, and to forward such dues to the Association, for any individual Nutrition Services employee who has authorized such dues check-off on the following form:

DUES DEDUCTION AUTHORIZATION FORM  
MOUNDS VIEW NUTRITION SERVICES ASSOCIATION

This form shall be continuous from year to year unless rescinded by the employee.

NAME \_\_\_\_\_  
Last First Middle Initial

SCHOOL\_\_\_\_\_

I hereby request and authorize Independent School District No. 621 to deduct from the October 15 payroll check the amount (annually determined by MVNSA) in payment of local dues for membership in the Mounds View Nutrition Services Association and to deposit such amount to the credit of the Mounds View Nutrition Services Association. I hereby waive all right and claim to monies deducted in accordance with the authorization and relieve Independent School District No. 621 and all its officers and agents from any liability therefore.

The District shall inform the President of all new hires and employee changes as required under MN Statute. Each new employee shall have an opportunity for a union orientation provided by the President or designee as required under MN Statute.

**Section 3.1 Terms and Conditions of Employment.**

Terms and conditions of employment means the hours of employment, the compensation, therefore, including fringe benefits, and the Employer’s personnel policies affecting the working conditions of the employees.

**Section 3.2 Other Terms.**

Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

#### **Section 4.1 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 functions and management rights not expressly delegated in this Agreement are reserved to the School Board.

#### **Section 4.2 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 4.3 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.

#### **Section 5.1 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 the duties of employment or circumvent the rights of the Exclusive Representative.

#### **Section 5.2 Right to Join.**

The School Board recognizes the right of employees to form and join labor or employee organizations.

#### **Section 6.1 Work Year.**

Work year shall be established by the District. A calendar will be posted in each location showing actual work days and holidays. Any meeting or training prior to the start of the school year shall be held after August 16<sup>th</sup> each year. Managers will provide notice of any meeting prior to the start of the school year with as much advance notice as possible.

#### **Section 6.2 Work Hours.**

Hours of work shall be determined by the District. Employees who are regularly scheduled for four (4) or more hours per day will be required to take a twenty (20) minute unpaid break. When additional hours are required by the District on a regular basis, those hours shall become part of the regular schedule after sixty (60) continuous work days.

#### **Section 6.3 Extra Duty Pay.**

Work on weekends or holidays, and other work that is not continuous with the regularly scheduled working day will be considered extra duty pay. Employees shall be entitled to extra duty pay for every hour before and/or after his/her regular work shift when performing duties other than the regular Nutrition Services program duties. Extra duty pay shall include, but not be limited to, teas, buffets, banquets, dinners, etc., and any other function that is categorized as something other than the regularly scheduled Nutrition Services program. The extra duty pay rate shall be the employee's regular rate of pay up to and including overtime.

#### **Section 6.4 Part-Time Employees.**

The School District reserves the right to employ such personnel as it deems desirable or necessary for less than fourteen (14) hours per week or thirty-five percent (35%) of the normal work week in the employee's bargaining unit or less than sixty-seven (67) days per year on a part-time or casual basis.

### **Section 6.5 Vacancies.**

The Employer will post notices of all vacant and/or newly created positions of more than thirty (30) working days duration; on the district website and in each kitchen for a period of five (5) working days. Any employee may apply for transfer to any posted position for which he/she is qualified by filing an on-line application. Applicants will be notified of the disposition of their application within ten (10) working days following the final date of posting. The District will also provide this notification to the Association Chairperson. The Employer shall have the right to fill vacant positions on a temporary basis pending completion of the application process.

The Employer will attempt, whenever possible, to fill vacancies from within the District before seeking applicants. Qualified internal applicants will be given preference.

### **Section 6.6 Temporary Positions.**

A temporary position is defined as that which is created by the extended absence of an employee due to disability, extending over a period of more than thirty (30) days but not to exceed eighteen (18) calendar months. Nutrition Services employees will be notified of temporary positions and may indicate interest by filing an on-line application.

Employees holding temporary positions will be paid the salary the position is regularly paid. Substitutes filling a temporary position will be paid the higher rate after thirty (30) consecutive days. The position will be posted following the expiration of an approved leave. Holders of temporary positions will return to a position equal to that held immediately prior to the appointment.

After two consecutive days of absence by a Middle or High School Manager, the district shall appoint one employee in the kitchen to assume the duties of the Middle or High School Manager. The district has the discretion to appoint one member of the kitchen to assume the duties of an Elementary Manager for absences less than 30 days. If another member of the kitchen is appointed to assume the duties of an Elementary Manager the replacement employee shall receive the Elementary Manager rate of pay outlined in Section 7.1 after two consecutive days. Other employees in the kitchen shall receive their regular rate of pay during the absence of the Middle or High School Manager or Elementary Manager. Temporary positions as a result of absences of greater than 30 days shall be posted as outlined above.

### **Section 6.7 Substitute Employees.**

The School District reserves the right to employ such personnel as it deems necessary or desirable as substitute employees. Substitutes will be paid at the rate of seventeen (\$17.00) per hour. Substitutes shall not be eligible for any benefits or provisions of this Contract except for the salary listed above. Retired Mounds View Nutrition Service employees will receive their hourly rate of pay at the time of retirement to include longevity but does not include certification pay.

### **Section 6.8 Physical Examination.**

A physical examination and statement from a doctor is required from each Nutrition Services employee before employment. A mantoux test or chest x-ray may be required, if required by the Commissioner of Health. Further physical examination may be required if there is evidence that the employee is unable to perform the duties of the position. Any required physical examination shall be at the expense of the Employer and without deduction from pay for the time lost.

### **Section 6.9 School Closings.**

In the event that the District declares a weather-related closing affecting the entire district, Nutrition Services Employees will receive a full pay for the day and are not required to report to work. In the event of other emergency closings (i.e. power outage) which don't affect the entire district, employees, at the direction of their supervisor, can work at other locations for the affected day(s).

Employees who report to work before the emergency closing will be paid overtime for any hours worked during that day and must timecard any hours for that day.

### **Section 7.1 Wage Rates.**

Hourly wage rates for the following classifications.

|                              | <b>2023-2024</b> | <b>2024-2025</b> |
|------------------------------|------------------|------------------|
| Nutrition Services Employee  | \$18.33          | \$19.06          |
| Assistant Manager            | \$24.86          | \$25.85          |
| Elementary Manager           | \$26.20          | \$27.25          |
| Middle & High School Manager | \$27.24          | \$28.33          |

**Section 7.2 Certification.**

The District requires that all personnel employed for more than thirty (30) days continuous duration must be certified at Level 1 in an approved SNA certification program within one (1) year from hire date in a regular position and maintain such certification or be subject to a ten percent (10%) pay reduction until certification is achieved.

Any Elementary, Middle or High School Manager or Assistant Manager must have Level 3 certification when hired or obtain Level 3 certification within one calendar year of date of hire and maintain it.

**Certification Pay Differential:**

| <b>Level</b> | <b>Amount Per/Hour</b> |
|--------------|------------------------|
| Level 2      | \$0.25                 |
| Level 3      | \$0.50                 |
| Level 4      | \$0.75                 |

Upon submission of a certificate issued by the SNA wage adjustments will be retroactively effective on date of submission of a copy of the application for the SNA certificate.

The School District will pay the tuition for Nutrition Services courses to a maximum of ten thousand (\$10,000) for each year of the contract. Unused funds will be carried over to August 31 of the following fiscal year.

**Section 7.3 Manager Differential Pay.**

| <b>Position</b>                               | <b>Schools</b>               | <b>Amount Per/Hour</b> |
|-----------------------------------------------|------------------------------|------------------------|
| High School                                   | Irondale, Mounds View        | \$2.00                 |
| Middle School                                 | Edgewood, Highview, Chippewa | \$1.00                 |
| Warehouse School                              | Irondale                     | \$1.25                 |
| Alternative Site Ship Out - Manager           | 3 locations or more          | \$2.00                 |
| Alternative Site Ship Out – Assistant Manager | Irondale                     | \$0.50                 |

**Section 7.4 Longevity.**

Employees shall receive their longevity increase at the beginning of the school year in which they reach the start of the following years of service.

|                  | <b>Effective July 1, 2023</b> | <b>Effective July 1, 2024</b> |
|------------------|-------------------------------|-------------------------------|
| Years of Service | Per/Hour                      | Per/Hour                      |
| 25               | \$1.20                        | \$1.30                        |
| 20               | \$1.10                        | \$1.20                        |
| 15               | \$1.00                        | \$1.10                        |

|    |        |        |
|----|--------|--------|
| 10 | \$0.90 | \$1.00 |
| 5  | \$0.75 | \$0.85 |
| 3  | \$0.25 | \$0.35 |

**Section 7.5 Basic Salary Schedule.**

The basic salary schedule shall be effective starting August 16<sup>th</sup> of each year of the contract. The Employer has the authority to unilaterally increase the salary of any classification that is found not to be in compliance with the Local Government Pay Equity Act. Such action shall take place only after ten (10) day written notice to the Union.

**Section 7.6 Uniforms.**

After completing thirty (30) days of employment, (2) uniforms will be furnished to all workers their first year and one (1) uniform will be furnished thereafter. In addition, one pair of shoes per year will be furnished by the Nutrition Services department. Uniforms must be furnished by October 8 of each school year or the employee will be free to purchase the uniform(s) and submit the bill to the School District for total reimbursement. The employees will be notified of the final date by which they must order uniforms or uniforms will not be furnished that year. An additional uniform will be furnished three (3) years after date of hire and every three (3) years thereafter.

**Section 7.7 Payment of Salary.**

Salary shall be paid semi-monthly.

**Section 8.1 Medical Insurance.**

**Employees Hired Prior to July 1, 2011:**

The Employer will contribute the full single health insurance premium, per month toward the cost of hospital-medical insurance for both the copay plan and the high deductible health plan of employees working fifty percent (50%) or more time.

**Employees Hired After July 1, 2011:**

The District will contribute towards the premium to the high deductible health plan. In addition, for employees who are enrolled in the high deductible health plan the employer will contribute to a health reimbursement account per section 8.2. Employees can purchase the copay insurance plan in excess of the district contribution towards the premium to the high deductible plan. District contribution is pro-rated for employees who are working less than full-time, 1.0 FTE. Effective July 1, 2022, the district contribution towards family coverage for the high deductible health plan is increased to \$1,000 for three members based on seniority.

Each employee enrolled in the medical plan shall contribute through payroll deduction any excess of the monthly premium over the maximum Employer contribution described in this Section. Summer premiums will be divided equally and taken out during the school year for employees who do not receive pay checks in the summer.

**Section 8.2 Health Reimbursement Plan – VEBA**

The Employer will contribute annually the amount of seven hundred and fifty dollars (\$750.00) for individual coverage and one thousand and five hundred (\$1500.00) for dependent coverage into a health reimbursement account chosen by the Employer for reimbursement of IRC Section 213(d) medical expenses incurred by themselves and their spouses and dependents. The employee must be enrolled in the high deductible health Plan to be eligible for the contribution.

**Section 8.3 Dental Insurance**



The district dental insurance contribution provided for single coverage will be equal to the contribution for teachers. Employees may elect family coverage and will be responsible for their portion of the premium. Each employee shall contribute through payroll deduction, excess of the monthly premium over the maximum Employer contribution.

#### **Section 8.4 Retiree Insurance**

Retirees participating in the District's group medical insurance plan at the time of retirement may continue to purchase medical insurance at personal expense in accordance with applicable State and Federal law.

#### **Section 8.5 Long Term Disability Insurance**

The Employer will pay the total premium for each full-time employee in the income protection plan, according to the terms of coverage in effect, providing disability payments of two-thirds of salary after ninety calendar days of a qualified disability.

Part-time employees who work 50% or more of a regular work week (40hrs) shall be eligible for participation on a prorated basis.

#### **Section 9.1 Sick Leave.**

Sick Leave with full pay shall accumulate at the rate of one day per month up to 10 months per school year cumulative without limit. Sick leave accruals are pro-rated for employee's working less than a full school year.

Sick leave allowance may be used by an employee for each day of necessary absence due to illness or injury. The Employer may require the employee to furnish a medical certificate as evidence of illness or injury.

In accordance with MS 181.9413, an Employee may use personal sick leave or absences due to an illness of or injury to the Employee's child, as defined in Section 181.940, Subd. 4, adult child, spouse, sibling, parent, mother in law, father in law, grandchild grandparent, or stepparent, for reasonable periods of time as the Employee's attendance may be necessary, on the same terms upon which the Employee is able to use sick leave benefits for the Employee's own illness or injury. This Section applies only to personal sick leave benefits payable to the Employee from the Employee's accumulated sick leave.

#### **Section 9.2 Personal Leave.**

Upon advance notice, whenever possible, up to a total of four (4) days leave may be used by an employee during any one (1) school year for personal leave. Once approved, personal leave can only be canceled by mutual consent provided the employee is given at least three (3) working days notice. The employer reserves the right to limit the number of personal days approved for any one (1) day to a minimum of three (3). Personal leave accruals are pro-rated for employee's working less than a full school year.

Nutrition Service employees not using their full entitlement to personal leave in a single school year may have the unused days added to the employee's sick leave balance at the end of the school year or will have the option to use personal leave days for any non-contract days.

#### **Section 9.3 Bereavement Leave.**

Five (5) days of leave may be used by the employee for attending or arranging the funeral of employee's spouse, domestic partner, child, parent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents and grandchildren. Such leave must be approved in advance whenever possible. Three (3) additional bereavement leave days may be used by an employee for deaths not covered under this Section 9.3 during any one (1) school year and shall be deducted from accumulated sick leave.

#### **Section 9.4 Family Medical Leave.**

Pursuant to the Family and Medical Leave Act, an eligible employee shall be granted, upon written request, a leave up to a total of twelve (12) weeks of unpaid leave per year in connection with:

- The birth and first-year care of a child;
- The adoption or foster placement of a child;
- The serious health condition of an employee's spouse, child, or parent, and

- The employee's own serious health condition.

During such a leave, eligible employees shall be eligible for regular School District group health insurance contributions as provided in this Agreement for a period of the leave, but not to exceed twelve (12) weeks per year, notwithstanding any other provisions of this Agreement.

To be eligible for the benefits of this section and insurance contribution, an employee must have been employed by the School District for the previous twelve (12) months and have been employed for at least 1,250 hours during such previous twelve-month period.

An employee making application for leave shall inform the Human Resources Department in writing with intention to take the leave three (3) calendar months before commencement of the intended leave, and no less than thirty (30) days before commencement of the intended leave, except in emergency circumstances.

Leaves granted under this Section will be coordinated with any leave available under State law or the Federal Family and Medical Leave Act (FMLA). Following expiration of the leave, the employee will be returned to her original position.

### **Section 9.5 Short-Term Leave.**

The Employer may grant short-term leaves of absence of fifteen (15) days or less continuous work days without pay. An employee on short-term leave shall remain eligible for all fringe benefits operative prior to the leave. All requests for short-term leave must be submitted to the Nutrition Services Department. Upon conclusion of the short-term leave the employee will be returned to the same job.

### **Section 9.6 Jury Duty.**

An employee who is absent because of required jury duty will be granted leave and will be paid the difference between his/her regular salary and the fee received for such jury duty. If jury duty falls on a paid holiday when school is not in session, the employee will receive extra pay because he/she is serving jury duty on a school holiday.

### **Section 9.7 Worker's Compensation.**

Any employee who is injured during working hours in a school must report the injury per the District's reporting procedure as soon as possible. Pursuant to M.S. 176, an employee injured on the job in the service of the School District and collecting worker's compensation insurance, may draw sick leave and receive full salary from the School District. His/her salary will be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from his/her accrued sick leave.

### **Section 9.8 Unpaid Leave of Absence.**

Upon written request to the Employer, an unpaid leave of absence not to exceed one (1) year, may be granted at the discretion of the employer. Such written request shall include the proposed period and purpose of the leave and must be submitted at least thirty (30) days prior to proposed start of the leave. An employee on an approved leave of absence shall retain their original seniority date. Employees shall not accrue sick leave or vacation or personal days while on periods of unpaid leave. An employee on an unpaid leave of absence may continue in the group insurance plan as provided under applicable State and Federal law.

**Sub A. Return to Work.** When the unpaid leave does not fall exclusively under State or Federal Law (FMLA) or Sections 9.4, 9.5 or 9.6 of this Contract, the returning employee will be placed on layoff with recall rights to the first vacant position in the same classification they held at the time their leave commenced for a period of six (6) calendar months (including summer months) after expiration of their leave. An employee not recalled within six (6) calendar months will be terminated.

### **Section 9.9 Sick Leave Incentive.**

Employees who have a balance of thirty (30) or more sick leave days at the end of the school year will have the ability to request that one (1) day of sick leave be converted to a personal day for the subsequent school year.

## **Section 10.1 Holidays.**

Nutrition Services personnel shall observe and be paid for eight (8) holidays. They are as follows: Labor Day, Thanksgiving, the day after Thanksgiving, December 25, New Year's Eve, New Year's Day, Spring break, and Memorial Day. If the school calendar is changed and conflicts with any of the above days, an alternate day will be designated by the Employer as the additional holiday.

**Section 10.2 Eligibility.**

In order to be eligible for holiday pay, an employee must have worked his/her regular work days before and after the holiday unless he/she is on an excused absence.

**Section 11.1 Severance.**

\*This section applies only to employees hired prior to July 1, 2020.

Employees who have completed at least five (5) years of service or employees who have not been recalled from layoff within eighteen (18) months and who provide the Employer with at least two (2) weeks notice, shall be entitled to pay for unused sick leave at the employee's hourly rate at the time of resignation based on the following schedule:

| Year of Service | Sick Days |
|-----------------|-----------|
| 5-10            | 53 days   |
| 11-15           | 58 days   |
| 16-20           | 63 days   |
| 20+             | 73 days   |

In the event of the death of an eligible employee, prior to receiving the benefits described herein, said benefit will be paid to the employee's spouse or estate.

**Section 12.1 Description.**

The Mounds View Matching Tax Deferred Annuity plan is designed to encourage nutrition service employees to develop a financial plan for their future by providing a matching contribution to a nutrition service employees tax deferred annuity plan according to his/her eligibility as specified herein. The matching annuity program is subject to the rules as entitled under Minnesota State Statutes 352.96 and 356.24 and Internal Revenue Service code 403B.

For nutrition service employees hired on or after July 1, 2020 the provisions of this Article replace the contractual provisions of Article XI which provide for a severance payment.

**Section 12.2 Eligibility.**

Nutrition Service employees who are regularly employed and who have completed one (1) year of service with the District, will be eligible for a matching District contribution. Nutrition Service employees on leaves or layoff may not participate in the matching program.

**Section 12.3 District Matching Contribution.**

The maximum annual District contribution shall be based on years of service with Mounds View School District according to the following schedule:

| At the beginning of the employee's---Year of Service with the District | District Matching Contribution |
|------------------------------------------------------------------------|--------------------------------|
| 1st year                                                               | \$0                            |
| 2-3 years                                                              | \$100                          |
| 4+ years                                                               | \$250                          |

Nutrition Service employees in their first (1<sup>st</sup>) year of service may participate in the 'plan' without a match. The District match will begin in their second (2<sup>nd</sup>) year of service.

Subd 1. The annual year for District contributions shall be July 1 through June 30. Changes in District matching amounts, based on years of service completed as of June 30 will be made on July 1 of each year.

Subd 2. Nutrition Service employees must establish participation in an eligible tax-sheltered annuity plan, as defined by Minnesota Statutes, before the District will begin matching contributions to that plan. To begin participation, the employee must submit a completed salary reduction form to the Payroll Office. In order to receive the maximum annual amount, the salary reduction form must be received by June 15. If the salary reduction form is received after June 15, the annual amount of the District matching contribution will be prorated based on the remaining number of months in the fiscal year. Once established, participation will continue at the same rate until the Payroll Office is notified of any change.

Subd 3. The District match will be divided evenly over paychecks up to the maximum annual amount. Employees may not recover District matching contributions for years in which they chose not to participate or participated at a level below the maximum District contribution.

### **Section 13.1 Probationary Period.**

A new employee in a regular position under the provisions of this Agreement shall serve a probationary period of six (6) calendar months (excluding summer months for positions that only work the school year) during which the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, 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 13.2 Probationary Period; Change of Classification.**

An employee transferred or promoted to a different classification shall serve a new probationary period of three (3) calendar months (excluding summer months for employees who only work during the school year) in the new classification. During this three (3) month probationary period, if it is determined by the School District that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to his/her former classification.

### **Section 13.3 Completion of Probationary Period.**

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

### **Section 14.1 Seniority 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 first date of service in a position within this bargaining unit. If more than one (1) employee commenced work on the same date, seniority ranking for such employees shall be determined by the School District. There shall be no loss of seniority in a case of an approved leave of absence.

### **Section 14.2 Reduction in Force.**

The Employer may place on layoff as many employees as may be necessary because of discontinuance of position, reduction in hours, and/or financial limitations.

For purposes of bumping only, the wage classifications as listed in Section 7.1 are in rank order. The least senior employees will be the first to be laid off within classifications. An employee on layoff or reduced in hours shall retain his/her seniority and right to recall within classification for a period of eighteen (18) months after date

of layoff. The parties recognize the principle of seniority on a District-wide basis in the application of this Agreement.

In time of layoff or reduction in hours, the affected senior employee may bump the least senior employee within the same classification in an assignment the same as or within 15 minutes less of his/her assignment at the time of layoff. If there is no less senior employee within that same classification, the senior employee may bump the least senior employee in the next lower classification in an assignment the same as or within 15 minutes less of his/her assignment at the time of layoff. This bumping procedure for layoffs or reduction in hours will be repeated until the employee having the least seniority is laid off or an employee waives his/her right to bump.

### **Section 14.3 Seniority List.**

The Employer shall prepare from its records a seniority list during the month of April of each Contract year. Such list will be posted in each facility. When there is a tie in seniority, the employee with the earliest certification will be considered the most senior.

### **Section 15.1 Mutual Responsibility.**

The Employer and the Association mutually recognize the needs of the public, and that the right of students and residents of this District to the continuous and uninterrupted operation of their schools is of paramount importance. The Association agrees that during the term of this Contract it will not engage in, support or encourage any work stoppage or slowdown.

### **Section 16.1 Grievance.**

A "grievance" is any dispute or disagreement as to the interpretation or application of any term or terms of this Contract.

### **Section 16.2 First Step.**

Any employee with a grievance shall take the matter up with the Manager of Nutrition Services within five (5) scheduled working days after the alleged original occurrence of the grievance. If the parties fail to agree within two (2) scheduled working days or the immediate supervisor fails to adjust the alleged grievance within two (2) scheduled working days after the grievance is made, the employee may appeal the grievance to the second step.

### **Section 16.3 Second Step.**

An employee who is not satisfied with the disposition at the first step, shall file a written statement of his/ her grievance with the Executive Director of Human Resources within ten (10) working days after the alleged original occurrence of the grievance. The written statement must be dated and signed by the employee and shall set forth the facts and state the provisions of this Contract alleged to have been violated. If the parties fail to agree or the matter has not been satisfactorily adjusted within five (5) working days after the grievance has reached the second step, the employee may appeal the grievance to the third step.

### **Section 16.4 Third Step.**

An employee who is not satisfied with the disposition of his/her grievance at the second step shall file a copy of the written statement of his/her grievance with the Superintendent within ten (10) working days after the grievance has reached the second step. The Superintendent and the Business Representative shall then attempt to resolve the grievance. If the parties fail to agree or the matter has not been satisfactorily resolved within five (5) working days after the grievance has reached the third step, the employee may appeal the grievance to the fourth step.

### **Section 16.5 Fourth Step.**

Within ten (10) working days after the grievance has reached the third step, an employee who is not satisfied with the disposition of his/her grievance at the third step shall file a written request for a meeting with the School Board regarding the grievance. At its next regularly scheduled meeting, the Board shall set a time for a meeting of the employee with the Board, or with a committee or representative of the Board which meeting should take

place no later than the next succeeding regularly scheduled meeting of the Board, or in any event, no more than twenty (20) working days following the written request for hearing at the fourth step. If the grievance is not satisfactorily resolved at such meeting, the parties may mutually agree to submit the matter to the Bureau of Mediation for grievance mediation services. If the parties do not reach mutual agreement, the matter shall be referred to arbitration in accordance with the terms of this Article.

**Section 16.6 Submission to Arbitration.**

The Association may submit to arbitration any grievance which has been properly processed through the fourth step of the formal grievance procedure. The Association must file with the Superintendent a written notice of intention to arbitrate not more than thirty (30) working days after the meeting with the Board under step four. The parties shall first attempt to agree upon an arbitrator. If an agreement is not reached within three (3) working days, the arbitrator shall be selected through the procedures promulgated by PERB. The parties shall share equally the costs and fees of the arbitration.

The cost of the transcript or recording if requested, shall be borne by the party requesting a copy of the transcript.

**Section 16.7 Jurisdiction and Authority of Arbitrator.**

The arbitrator shall have jurisdiction only over those grievances which have been properly submitted to arbitration in accordance with the terms of this Contract. The arbitrator shall have no power to add or subtract from, or change, modify or amend in any way, the terms and conditions of employment set forth in this Contract, nor shall the arbitrator have any power to hear or determine any dispute involving matters of inherent managerial policy. The decisions of the arbitrator shall be subject to all the limitation of arbitration decisions set forth in the PELRA of 1971 as amended.

**Section 16.8 Representation.**

Any employee, supervisor, or the School Board may be represented at any stage of the formal grievance procedure by any person or agent designated by such party to act in his/her behalf.

**Section 16.9 Time Limitations.**

Since it is important that grievances be processed as rapidly as possible, the time limitations specified herein shall be considered as maximums and every effort will be made to expedite the process. Such time limitations may be extended only by mutual consent. Failure of an employee or the Association to comply with the limitations specified shall constitute a waiver of the grievance. Failure of a supervisor or the School Board to act within the time limitations specified shall constitute a denial of the grievance and shall permit the employee or the Association to proceed to the next stage.

**Section 16.10 Election of Remedies and Waiver.**

A party instituting any action, proceeding or complaint in a Federal or State court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another form as outlined herein, the employee shall waive his/her rights to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This Section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

**Section 17.1 Term of Contract.**

This Contract shall become effective as of July 1, 2023 and shall continue in full force and effect to and including June 30, 2025 and annually thereafter except as modified or terminated in accordance with the provisions of this Article XVI.

**Section 17.2 Effect of Contract.**

Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Contract, are hereby superseded.

**Section 17.3 Termination or Modification.**

Either party desiring to terminate or modify this Contract must notify the other party in writing at least sixty (60) days but not more than ninety (90) days prior to June 30 of any year thereafter. A notice of desire to modify this Contract shall set forth as inclusively as possible all proposed modifications sought by the party, and all clauses of this Contract for which no modification is sought shall be renewed automatically. Negotiations with respect to proposed modifications may commence at any time after notice of proposed modifications have been given.

**Section 17.4 Negotiations During Term.**

The parties mutually acknowledge that during the negotiations which resulted in this Contract, each had the unlimited opportunity to make demands and proposals regarding terms and conditions of employment. All understandings and agreements arrived at by the parties are set forth in this Contract. For the duration of this Contract, the Employer and the Union each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment, whether or not specifically referred to or covered in this Contract, even though such matters may not have been within the knowledge or contemplation of either or both parties at the time this Contract was negotiated or executed, provided, however, that any or all of the provisions of this Contract may be opened for negotiations at any time by mutual consent.

In witness whereof, the parties have executed this Agreement as follows:

INDEPENDENT SCHOOL DISTRICT NO. 621

MOUNDS VIEW NUTRITION  
SERVICES ASSOCIATION

\_\_\_\_\_  
Chairperson

\_\_\_\_\_

\_\_\_\_\_  
Clerk

\_\_\_\_\_

\_\_\_\_\_  
Superintendent

\_\_\_\_\_

\_\_\_\_\_  
Executive Director of Human Resources

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date