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Department.

MASTER AGREEMENT

Between

the

Anoka-Hennepin Independent School District No. 11
Anoka, Minnesota

and

Child Nutrition Assistants of District No. 11
Minnesota School Employees Association

Regarding Terms and Conditions of Employment for
Anoka-Hennepin Independent School District No. 11

July 1, 2025 through June 30, 2027

ARTICLE I

PURPOSE

The purpose of this Agreement is to encourage and increase orderly, constructive and harmonious relationships between the employer and the Cafeteria Personnel; to establish procedures for the resolution of differences over terms and conditions of employment; to preserve the paramount right of the citizens of this community to the operation of their schools without disruption; and to establish an environment in which the children of this community may receive education of the highest quality. Accordingly, the parties have set forth herein all terms and conditions of employment which have been agreed upon by the employer and the Union pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended (hereinafter referred to as the "PELRA").

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

SECTION 1. RECOGNITION: In accordance with the PELRA the School Board recognizes the Minnesota School Employees Association (hereinafter referred to as the "Union") as the exclusive representative for the Cafeteria Personnel employed by the School Board of Independent School District No. 11, which exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

SECTION 2. APPROPRIATE UNIT: The Union shall represent all such employees of the District contained in the appropriate unit as defined in Article III, Section 1, of this Agreement and the PELRA and in certification by the Bureau of Mediation Services.

ARTICLE III

DEFINITIONS

SECTION 1. DESCRIPTION OF APPROPRIATE UNIT: For the purpose of this Agreement, the term Cafeteria Personnel shall mean all Child Nutrition employees of Independent School District No. 11 - Anoka-Hennepin, Coon Rapids, Minnesota, whose employment service exceeds the lesser of 14 hours per week or 35 percent of the normal work week and more than 67 work days per year, excluding supervisory and confidential employees.

SECTION 2. BOARD AND THE UNION: The terms Board and Union shall include authorized officers, representatives and agents, and each reserves the right to act hereunder by designated representatives.

SECTION 3. TERMS AND CONDITIONS OF EMPLOYMENT: Terms and conditions of employment shall 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 4. OTHER TERMS: Terms not defined in the Agreement shall have those meanings as defined by the PELRA.

ARTICLE IV

SCHOOL BOARD RIGHTS

SECTION 1. INHERENT MANAGERIAL RIGHTS: The exclusive representative recognizes that the 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 structures and selection and direction and number of personnel.

SECTION 2. MANAGEMENT RESPONSIBILITIES: The exclusive representative recognizes the right and obligation of the Board to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligations to provide educational opportunity for the students of the school district.

SECTION 3. EFFECT OF LAWS, RULES AND REGULATIONS: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the Board and shall be governed by State Law, and by the Board rules, regulations, directives and orders, issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to State Law. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be without force or effect.

SECTION 4. RESERVATION OF MANAGERIAL RIGHTS: The foregoing enumeration of Board rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management functions not expressly delegated in this Agreement are reserved to the Board.

ARTICLE V

EMPLOYEE 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 his 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 2. RIGHT TO JOIN: Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of the employment for employees of such unit with the Board.

SECTION 3. DUES CHECK OFF: The Union shall have the right to request and be allowed dues check-off for employees who are members pursuant to applicable state and federal law. The employer, upon notification by the exclusive representative of such employees, is obligated to check off the fee from the earnings of the employee and transmit the same to the exclusive representative.

Any dispute as to the validity of a specific deduction shall be solely between the Union and the individual employee. The Union warrants that it will indemnify and hold harmless the employer and any of its agents from any and all actions which any organization or employee may have, or claim to have, now or in the future, arising out of or by reason of the deduction or lack thereof.

SECTION 4. INFORMATION: The Union shall be entitled to use the district mail distribution service for distribution of Union material free of charge. This privilege shall not be used for any political activities. A mailbox will be made available at each worksite for Union materials. The Union shall be provided such information and records as are necessary for the proper enforcement of this Agreement.

SECTION 5. USE OF FACILITIES: Upon District approval, and subject to its facility use guidelines, the Union may use school facilities during non-work hours for Union meetings with appropriate bargaining unit employees.

SECTION 6. PRIVILEGES UNDER PELRA: All Cafeteria Personnel in the school district shall enjoy all of the privileges and responsibilities granted to them under the provisions of the PELRA.

SECTION 7. OUTSIDE ACTIVITY: No exercise of any right of citizenship or any religious or political activity of any Union member shall be grounds for disciplinary or discriminatory action with respect of the employment of such member. It is expressly recognized that the private and personal life of any member is not within the concern of the Board, providing that it does not interfere with the education program of the Board, or the performance of duties.

SECTION 8. DISPLACEMENT: The District shall determine the number of positions and hours within each building. In the event there is a reduction of full-time positions within a building for the following school year, Child Nutrition personnel will be displaced in the following manner:

Subd. 1. Full-time Employees; or Part-time Employees with five (5) consecutive years of employment in the Child Nutrition Department.

- a. Child Nutrition employees who are declared displaced from their building shall be placed in a vacant position in another building or, if a vacant position does not exist, shall have bumping rights of the least senior employee. In the event a vacant position does not exist, Child Nutrition employees will also have the right to accept lay off in lieu of exercising their bumping rights to another position.
- b. To the extent possible, employees to be displaced shall be given two weeks notice.

Subd. 2: Part-time employees

- a. Part-time employees may have hours reduced or be subject to terminations at the District's discretion.
- b. To the extent possible, in the event of a reduction of part-time positions, part-time employees shall be terminated in seniority order.
- c. Part-time employees shall not have bumping rights.

SECTION 9. LAYOFF: The District shall determine the number of positions and hours within each building. In the event there is a reduction of full-time positions within the District for the following school year, Child Nutrition personnel will be laid off in the following manner:

Subd. 1. Full-time Employees

- a. Full-time Child Nutrition Assistants shall be laid off in seniority order. Child Nutrition employees will also have the right to accept lay off in lieu of exercising their bumping rights to another position.
- b. To the extent possible, employees to be laid off shall be given two weeks notice.
- c. Part-time employees shall be laid off before Full-time employees are laid off.

Subd. 2: Part-time employees

- a. Part-time employees may be subject to terminations at the District's discretion.
- b. In the event of a reduction of part-time positions, part-time employees shall be terminated in seniority order.
- c. Part-time employees shall not have bumping or recall rights.

Subd. 3. Probation Employees

- a. Probation employees will be terminated before any regular employees will be terminated.
- b. Probation employees will not have recall rights.

Subd. 4. Building Responsibility

If temporary layoffs occur because of another unit's strike, the Child Nutrition Site Supervisor of the building shall be in charge of closing/continuing the operation of the facility at the direction of the Child Nutrition Director.

SECTION 10. RECALL:

Subd. 1. Reemployment of all full-time Child Nutrition Assistants shall be subject to the following conditions:

- a. Rights of recall to full-time vacancies shall continue only for a period of two (2) school years from the date of layoff.
- b. All full-time employees shall be reemployed in the inverse order in which they were laid off. In the event of more than one opening, the District may implement a process for selection based on seniority. Employees have the right to reject one job offer. Rejection of a second job offer will result in removal of name from layoff list and a relinquishing of rights of reemployment.
- c. An employee who is reinstated as provided above shall have all rights and benefits previously earned restored. Seniority shall be retained but will not accumulate during this absence.
- d. The employer shall notify the employee of an opening by registered letter mailed to the last known address of the employee.
 1. Employees notified during the school year shall have seven (7) calendar days to inform the District of acceptance or rejection of the offer. If the Employee accepts the offer, the employee must be available within fourteen (14) calendar days of the date of notification.
 2. Employees notified during the summer months shall normally notify the District of acceptance or rejection of the offer within two weeks of notification.

Subd. 2.

- a. A part-time employee who is reinstated as provided above shall have all rights and benefits previously earned restored. Seniority shall be retained but will not accumulate during this absence.
- b. The employer shall notify the part-time employee of an opening by registered letter mailed to the last known address of the employee.

SECTION 11. EMPLOYEE DISCIPLINE:

Subd. 1. Shall not be disciplined, reprimanded, or reduced in rank or compensation without just cause.

Subd. 2. Normal discipline will be prescribed in the following manner:

- a. Verbal warning
- b. Written warning
- c. Temporary suspension without pay
- d. Termination

Subd. 3. Extreme instances may require immediate termination.

Subd. 4. Employees shall be shown and have the right to respond to any evaluation and/or negative information placed in the district personnel file. This process shall take place within ten working days of the document's placement in the file.

ARTICLE VI

WORKING HOURS

SECTION 1. WORK YEAR: The normal work year shall be in accordance with the school calendar as adopted by the School Board, subject to modifications by the Child Nutrition Director to meet the needs of the District.

SECTION 2. WORKING HOURS: Work day shall be specified by the Child Nutrition Director consistent with the needs of the District.

SECTION 3. BREAKS. Breaks shall be specified by the Site Supervisor and taken as time and service allow. Breaks are not duty free and must be taken in the building.

Typically,

- 3-5 hour staff may receive a 10 minute break.
- 5.25-6.75 hour staff may receive a 20 minute break.
- 7-8 hour staff receive both a 10 minute and a 20 minute break.

SECTION 4. EMERGENCY CLOSING:

Subd. 1. All schools closed for the entire day due to inclement weather or other emergencies:

- a. Those employees who are needed shall report to work. The work performed shall be paid an additional straight time rate or compensatory time off at a later date.
- b. Those employees who are not required to work shall not be reduced in compensation.

Subd. 2. Delayed start - Lunch to be served. Employees shall report to work for their normal duty day. Employees shall be paid for hours worked only.

Subd. 3. School closings during the day due to unforeseen emergencies:

- a. In these instances the principal/supervisor shall have the authority to retain or dismiss as he/she sees fit. There shall be no loss in pay.

ARTICLE VII

COMPENSATION

SECTION 1. SALARY: The salaries and rules in Appendix A, attached hereto, shall be a part of this Agreement.

SECTION 2. PAYCHECKS: Paychecks will be issued electronically by direct deposit on pay dates as determined by the District Payroll Department, but no less than twice a month. If the normally scheduled payday occurs on a holiday, reasonable effort will be made to issue paychecks on the last working day before the holiday.

SECTION 3. MILEAGE: Any employee who is directed by a supervisor to use a private vehicle for any assigned task shall be reimbursed at the prevailing rate of the district, upon submitting the proper forms. This shall not apply to workshops used for certification or renewal, as well as the district wide fall workshop. The Director of Child Nutrition may authorize mileage payment in certain instances.

SECTION 4. OVERTIME: When employees work beyond forty (40) hours per week, employees shall be paid at the rate of time and one-half the employee's regular hourly rate of pay for each hour worked over forty (40) hours per week. For purposes of this section, paid holidays shall be considered compensable hours of work. School Child Nutrition employees shall be paid time and one-half to prepare and serve meals on weekends. Effective July 1, 2004, school Child Nutrition personnel that volunteer to prepare, and/or serve additional meals outside of regular scheduled hours such as evening catering or non-student days during the week will be paid an additional stipend of three dollars (\$3.00) per hour and a minimum of two (2) hours.

SECTION 5. CLOTHING ALLOWANCE: Uniforms - The School Board will provide a **\$125** maximum uniform/shoe allowance per regular employee. If employees are unable to obtain shoes from the District's vendor, employees may purchase shoes, for reimbursement, from other sources.

SECTION 6. MSNA ANNUAL CONFERENCE: The District shall pay the member registration rate for each CNP employee attending the annual conference. Applications will be submitted to the CNP Office during the early registration period.

- a. Employees must attend the entire conference from opening session through the end of closing session.

- b. Employees must sign out with a CNP administrator or designee at the end of closing session.
- c. If a CNP employee does not attend the entire conference, without prior approval, the registration fee must be reimbursed to the CNP Office.

SECTION 7. OVERPAYMENT/UNDERPAYMENT: Overpayment or compensation which exceeds earned compensation by the Child Nutrition Assistant for whatever reason shall be recoverable by the school district by payroll deduction. Underpayment of compensation shall be recoverable by the Child Nutrition Assistant.

ARTICLE VIII

INSURANCE

ELIGIBILITY: Child Nutrition Assistants who are employed as permanent full-time (6 hours a day or more) during the school year shall receive the following individual benefits paid by the district:

SECTION 1. HOSPITALIZATION-MEDICAL-MAJOR MEDICAL INSURANCE--The School District provides hospitalization insurance through a policy carried by the School Board for all full-time staff members.

Subd. 1. Single Contribution: The School Board shall contribute up to **eight hundred fifty** dollars (**\$850.00**) per month of the premium for single coverage for full-time employees who qualify for and are enrolled in the School District group health and hospitalization plan. Effective September 1, 2026, the School Board shall contribute up to **nine hundred forty-five** dollars (**\$945.00**) per month of the premium for single coverage for full-time employees who qualify for and are enrolled in the School District group health and hospitalization plan.

Subd. 2. Family Contribution: The School Board shall contribute up to **one thousand five hundred ninety** dollars (**\$1,590.00**) per month for full-time benefit eligible and enrolled employees towards the premium for family coverage. Effective September 1, 2026, the School Board shall contribute up to **one thousand eight hundred forty-five** dollars (**\$1,845.00**) per month for full-time benefit eligible and enrolled employees towards the premium for family coverage.

Subd. 3. Dual Spouse Contribution: If both married spouses work full time for the District and both are benefit eligible, then the District shall contribute up to **two thousand four hundred forty** dollars (**\$2,440.00**) per month toward the premium for family coverage. Effective September 1, 2026, if both married spouses work full time for the District and both are benefit eligible, then the District shall contribute up to **two thousand seven hundred ninety** dollars (**\$2,790.00**) per month toward the premium for family coverage.

Subd. 4. Any additional cost of the premiums shall be paid by the employee via payroll deductions.