NUTRITIONAL SERVICES AGREEMENT

2025-2027

Between

St. Cloud Area School District 742
St. Cloud, Minnesota

and

School Services Employees
Local No. 284

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ARTICLE I – PURPOSE

THIS AGREEMENT, entered into between the School Board of St. Cloud Area School District 742, St. Cloud, Minnesota hereinafter referred to as the School District, and the School Services Employees Local 284, hereinafter referred to as Exclusive Representative, pursuant to and in compliance with the Public Employment Labor Relations Act, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for the Nutritional Services personnel 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 District recognizes the School Service Employees Local 284, as the Exclusive Representative for all Nutritional Services employees employed by the School District, 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 the Agreement and the P.E.L.R.A. and in certification by the Commissioner of Mediation Services, if any.

ARTICLE III – DEFINITIONS

Section 1. Terms and Conditions of Employment. Shall mean the hours of employment, the compensation therefore including fringe benefits, except retirement contributions or benefits other than School District employer payment of, or contributions to, premiums for group insurance coverage for retired employees or severance pay, staffing ratios, and the School District's personnel policies affecting the working conditions of the employees. In the case of professional employees the term does not mean educational policies of a school district. "Terms and conditions of employment" is subject to the provisions of PELRA. In the case of school employees, the "terms and conditions of employment" includes adult-to-student ratios in classrooms, student testing and student-to-personnel ratios.

Section 2. Description of Appropriate Unit. For purposes of this Agreement, the term "Nutritional Services employees" shall mean all persons in the appropriate unit employed by the School District in such classifications 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 appropriate 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 year, and emergency employees.

Section 3. Other Terms. Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV – SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights. The Exclusive Representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, selection of personnel, and direction of personnel.

Section 2. Management Responsibilities. The Exclusive Representative recognizes the right and obligation of the School District 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 Exclusive Representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School District and shall be governed by the laws of the State of Minnesota and by School District 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 School District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by 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 District, all employees covered by this agreement, and all provisions of this Agreement are subject to State and Federal law. Any provisions of this Agreement found to be in violation of any such laws, rules, regulation directives or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights. The foregoing enumeration of District rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

ARTICLE V – EMPLOYEE RIGHTS

Section 1. Rights to Views. Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or their 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 employment for employees of such unit with the School District.

Section 3. Request for Payroll Deduction, Authorization and Remittance.
Employees have the right to request and be allowed payroll deduction for the Union and for the Union's political action committee. The District will commence deductions within thirty days of receiving notice from the Union of the authorized deduction(s). The District will remit deductions to the Union within thirty days of the deduction.

The notice will include certification from the Union that the Union has and will maintain a signed authorization from the employee for whom deductions will be made. A valid signed authorization includes, but is not limited to, an electronically signed authorization. The District may require a copy of the signed authorization form only if a dispute arises about the existence or terms of the authorization. The dues deduction authorization remains in effect until the District receives notice from the Union that an employee has changed or cancelled their authorization in writing in accordance with the terms of the original authorizing document.

The Union will indemnify the District for any successful claims made by an employee for unauthorized deductions made in reliance upon certification or information received from the Union.

Section 4. Employee Information. The District shall make available to the Union a bargaining unit list of employees including name, address, phone number, work hours, position, classification, wage schedule placement, date of employment and electronic mail addresses in accordance with Minn. Stat. §179A.07.

Section 5. Union Orientation. The District will allow the exclusive representative to meet in person with newly hired employees within 30 days of hire in accordance with Minn. Stat. §179A.07.

Section 6. Union Access. The District will allow the Union to communicate with bargaining unit members using their employer issued email addresses and to meet with bargaining unit members in accordance with Minn. Stat. §179A.07.

ARTICLE VI – HOURS OF SERVICE AND DUTY YEAR

Section 1. Basic Work Week. The regular work week shall be five consecutive days, Monday through Friday.

Section 2. Basic Work Year. The regular work year for employees of this unit shall be prescribed by the School District.

Section 3. Part-Time Employees. The School District reserves the right to employ such personnel as it deems desirable or necessary on a part-time or temporary basis.

Section 4. Daily Work Schedule. All employees shall be assigned a daily work schedule as determined by the School District. Employees shall work the same schedule as the previous year unless otherwise notified. Except in the case of an emergency, employees shall be notified in writing five (5) days in advance of a change in schedule if the change results in a reduction of hours.

Section 5. Rest Breaks and Lunch Period. Rest breaks and lunch periods may be scheduled and adjusted to meet building needs. Employees will be provided with rest breaks and lunch period as follows:

- Shifts of three (3) hours or less shall not be eligible for breaks.
- Shifts of more than three (3) hours but less than six (6) hours shall include a fifteen (15) minute break period.
- Shifts of six (6) hours or more shall include two fifteen (15) minute break periods and may include an unpaid duty-free lunch period not to exceed 30 minutes.

Section 6. School Closing. In the event that school is closed for any reason and the School District does not require employees to perform services, employees shall be compensated as follows:

Subd. 1. In the event school is closed for a full day, the School Board will have the authority to determine if, how, and when such time will be made up. If make-up time is required by the School Board but is not completed by the employee, the employee's compensation shall be reduced by the number of hours the employee was paid for the closed day. If the School Board does not require make-up time, there shall be no reduction in pay for the day that school was closed.

Subd. 2. If an employee reports to work prior to a full day closing announcement, the employee shall be paid for time worked or two hours of compensation, whichever is greater.

Subd. 3. In the event of a late start, employees are expected to report at the regular time or when conditions permit. Employees may report up to two hours later than their regular report time as needed to accommodate safety or child-care concerns without any accumulative leave or pay deduction, however, employees of this unit are strongly encouraged to report as soon as possible to ensure that lunch can be prepared in a timely manner. If an employee's regular report time is later than the two-hour late student start time for their assigned school, the employee should report at their regularly scheduled time. Employees who report after the two-hour late start time will receive the appropriate accumulative leave or loss of pay (Restricted Unpaid Time Off) for time missed.

Subd. 4. If school is closed early and employees are sent home, employees will receive pay for their regularly scheduled shift on that day. Employees in this unit must complete meal service and kitchen clean up before being dismissed for the day.

Subd. 5. An employee scheduled for a pre-approved discretionary day on a day of school closing, shall not be charged with the use of a discretionary day.

Subd. 6. In the event that the School District is closed for a full or partial day, Employees may use accumulative or other paid leave time to make up for any hours lost under this section. If an employee does not have paid leave time available, the employee shall use Restricted Unpaid Time Off.

Note: See 2025-2026 School Closing Plan - Flexible Learning Days Attached as Appendix B for work provisions on Flexible Learning Days.

Section 7. Emergency Schedule. In the event of an energy shortage, severe weather, pandemic or other emergency, the School District reserves the right to modify the length of the school day, employee schedules and/or building assignments as the School District shall determine, but with the understanding that the total number of hours per week shall not be increased or decreased for employees available and reporting for work.

ARTICLE VII – COMPENSATION

Section 1. Rates of Pay.

Subd. 1. New Employees. New employees shall be hired at such step on the salary schedule as agreed to between the employee and the School District. Credit on the salary schedule for previous applicable experience will typically not exceed one step and may be given only at the time of initial placement at the discretion of the School District. All new employees are required to participate in a four (4) hour employee orientation session with compensation prior to beginning regular employment.

Subject to contract negotiations, employees may be eligible for step advancement on July 1 if employed prior to January 1 of that year. An employee hired after January 1 shall be eligible for any increase in starting salary on July 1, but shall not be eligible for step advancement until the following July 1.

Subd 2. Current Employees.
2025-2026: Employees with a start date prior to January 1, 2025, who are step eligible will advance one step on the salary schedule. All employees shall receive a 2.25% increase in their hourly pay. (See Exhibit A Wage Schedule).

2026-2027: Employees with a start date prior to January 1, 2026, who are step eligible will advance one step on the salary schedule. All employees shall receive a 2.00% increase in their hourly pay.

Section 2. Successor Agreement. In the event a successor agreement is not entered into prior to July 1, 2027, an employee shall remain at the same step as compensated during the 2025-2027 contract year until a successor Agreement is reached.

Section 3. Time Records. Employees are responsible to submit accurate time records to the appropriate unit administrator for all hours worked during a pay period according to the required schedule in order to receive pay on scheduled pay dates. Falsification of time records may be cause for discipline up to and including termination.

Section 4. Required Training, Certification Pay & Annual Dues

Subd. 1. Required Training for All Employees. All employees shall successfully complete the following Institute of Child Nutrition Food Courses which shall be provided by the District:

Note: beginning with 2026-2027 the back-to-school training date will be included on the payroll calendar and those who are absent must use accrued accumulative leave.

1. Food Safety in Schools;
2. Civil Rights for Nutrition Course.
3. Offer Vs. Serve (Minnesota Department of Education Food and Nutrition Services Course) Six (6) hours of USDA required continuing education training for all employees to be scheduled by the School District in August prior to the start of the school year calendar. Employees hired after the start of the school year will receive this training as part of their onboarding.

Employees will complete the requirements of 1 and 2 above within their first thirty (30) days of employment and will be paid their regular hourly rate for time spent in training.

Subd. 2. Certification Pay. An employee who receives additional certification through the School Nutrition Association (SNA) shall receive the following additional pay added to the employee's regular hourly rate of pay:

Level 2	$ 0.25
Level 3	$ 0.30
Level 4	$ 0.40

To be eligible for certification pay, employees must provide proof of certification to the Supervisor of Nutritional Services by the start of each work year. Employees must maintain certification to continue to receive certification pay.

Subd. 3. Required Training and License for First Cooks and Second Cooks. In addition to the training required for all employees in Subd. 1, First Cooks and Second Cooks are required to have their Certified Food Production Manager

License through the Minnesota Department of Health within six months of hire. The School District shall pay the cost for this training and employees will be paid their regular hourly rate for time spent in training. It is the responsibility of the First or Second Cook to maintain this license. Failure to maintain this license may result in suspension without pay until properly licensed.

Subd. 4. Attendance at Annual SNA Convention. The School District shall pay the registration fee and mileage costs for employees to voluntarily attend the annual SNA Convention during the summer break in an annual amount not to exceed $5,000 for all employees. The opportunity to participate in the state convention will be offered to first and second cooks in the order of seniority, and then to other employees of the unit in the order of seniority.

Subd 5. Annual Dues. The School District shall pay the cost of SNA annual dues for First and Second Cooks.

Section 5. Longevity Pay. Longevity pay shall be per hour and added to the top step of the appropriate schedule as follows:

Additional Amount Per Hour	2023-2025	2025-2027
After 3 years of continuous service	$ .25	$ .25
After 5 years of continuous service	$ .75	$ .85
After 10 years of continuous service	$ 1.30	$ 1.50
After 15 years of continuous service	$ 1.55	$ 2.00
After 20 years of continuous service	$ 2.00	$ 2.50
After 25 years of continuous service	$ 2.50	$ 2.90

Longevity pay shall be effective on July 1 or January 1 of each year following completion of the prescribed years of continuous service in an hourly position in the district.

Section 6. Overtime.

Subd. 1. Employees shall be compensated at the overtime rate of time and one-half for all hours worked over 40 hours during the calendar week. For purposes of this paragraph, paid holiday hours will be included in the calculation of hours worked for the week.

Subd. 2. The School District reserves the right to assign overtime in the event no qualified volunteer is available.

Section 7. Call-Back Pay. An employee who is called back to work on an unscheduled basis shall be paid for time worked or for two (2) hours of compensation, whichever is greater.

Section 8. Temporary Reassignment. An employee who is temporarily assigned to a higher pay classification by the Supervisor of Nutritional Services for three (3) or more consecutive days will receive the higher classification pay rate retroactive to the first day of the assignment change.

Section 9. Job Related Injury. Employees who are injured while on the job and who are authorized by the unit administrator to seek medical attention or respite shall receive full pay for the day of the injury.

Section 10. Inservice Days. Employees who are required to attend workshops outside of their regular scheduled day shall be paid their regular rate of pay.

ARTICLE VIII – GROUP INSURANCE

Section 1. Selection of Carrier. The selection of the insurance carrier and policy shall be made by the School District after reviewing the recommendations of the Labor Management Committee composed of bargaining group and other employee representatives.

Section 2. Eligibility.

Subd. 1. To be eligible for the full-time benefits under this Article, an employee must be regularly employed at least 30 hours per week.

Subd. 2. Determination of Eligibility. An employee's eligibility for participation in insurance benefits under this Article will be based on their assigned schedule during the first month of the school year, or at the time of hire if hired later in the school year. A reduction in hours resulting from a change in an employee's assignment by the School District based on shortage of work or funding, shall not affect the employee's eligibility for insurance contributions from the School District for the remainder of the School Year.

Subd. 3. Ineligible Employees. An employee who is regularly employed less than 30 hours per week shall not be eligible for the benefits of this Article. Upon termination of employment, an employee is no longer eligible for participation in School District insurance plans effective the last day of the month following the date of termination.

Section 3. Medical Insurance Plan.

Subd. 1. The District will provide group health insurance pursuant to the provisions established below. It is understood that the District's only obligation is to pay such amounts as provided by the plan documents and agreed to herein and no claim will be made against the District as a result of a denial of insurance benefits pursuant to the provisions of the plan.

Subd. 2. Pursuant to the plan documents, the District will provide a high deductible health insurance plan for single and family plans. Plan coverage summaries will be provided to all participating employees.

Subd. 3. HRA Contribution: The district will provide a Health Reimbursement Account for all eligible and participating employees that will be available to fund expenses relating to deductibles or co-pays under the plan. The plan year shall run from October 1 through September 30 of each year and HRA contributions will be funded on October 1 at the levels set forth below:

1) The District shall contribute $1,000 per employee carrying single coverage, and $2,000 per participating employee carrying dependent coverage.
2) New employees starting service after the beginning of the plan year in October will receive an HRA contribution prorated by month based on the month of their first date of service. Substitute or temporary employees will not be eligible for an HRA contribution.

3) Employees eligible for Employee Married to Employee (EME) coverage pursuant to Subd. 6., below, will receive an HRA contribution of $1,500 for each employee if in single coverage plans or $3,000 to the employee carrying a dependent coverage plan.

4) Employees will be allowed to roll over unused HRA dollars year-to-year up to a cap of two times the deductible for the selected single or dependent plan. At no time will an employee have access to HRA dollars in excess of the cap.

5) An employee eligible for retirement benefits at the time of separation from the District shall have one year to spend down any balance in the employee's HRA account pursuant to the provisions of the plan.

Subd. 4. Single Coverage. Effective October 1, 2025, the School District shall contribute a sum of not to exceed $640.00 per month toward the premium for individual coverage for each eligible employee who qualifies for and is enrolled in a School District single group health and hospitalization plan. Effective October 1, 2026, the School District shall contribute a sum of not to exceed $660.00 per month toward the premium for individual coverage for each eligible employee who qualifies for and is enrolled in a School District single group health and hospitalization plan. The district reserves the right to make additional premium contributions for any individual employee to meet the health care affordability requirements of state or federal law. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Subd. 5. Family Coverage. Effective April 1, 2024, the School District shall contribute a sum of not to exceed $1,090.95 per month toward the premium for dependent coverage for each eligible employee who qualifies for and is enrolled in a School District family health and hospitalization plan. Effective October 1, 2026, the School District shall contribute a sum of not to exceed $1,193.00 per month toward the premium for dependent coverage for each eligible employee who qualifies for and is enrolled in a School District family health and hospitalization

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

Subd. 6. Employee Married to Employee. Effective October 1, 2025, for any member of this bargaining group qualifying for health and hospitalization coverage under this Article, whose spouse is also a School District employee qualifying for health and hospitalization coverage, the School District shall contribute a sum not to exceed $945.44 per month per employee toward the cost of two single insurance plans for employees without eligible dependents, and up to a total combined premium of $2,181.90 for employees with dependents electing a family plan. The cost of the contribution to two single plans pursuant to this paragraph shall not exceed $2,181.90, and that amount shall be split evenly between the two single plans. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Section 4. Dental Insurance. The School District shall contribute a sum of not to exceed $23.85 per month toward the premium for single coverage, and $66.70 per month toward the premium for dependent coverage, for each eligible employee who qualifies for and is enrolled in a single or family School District group dental plan.

Section 5. Long Term Disability. The School District shall provide a group long term disability insurance program and will pay the cost of the premium for each employee eligible for benefits under this Article. The School District will pay up to $500.00 per month toward the health and hospitalization insurance premium for an employee qualifying for long term disability benefits for a period not to exceed 17 months. An employee is not eligible for paid sick leave while receiving long term disability insurance benefits.

Section 6. Life Insurance. The School District shall provide $50,000 in life insurance coverage for each employee eligible for benefits under this article and pursuant to the terms of the School District insurance policy. Employees may purchase additional insurance in units of $10,000 up to a maximum of $100,000. Premium payments shall be the responsibility of the employee and made by salary reduction.

Section 7. Insurance Work Year. School District insurance contributions for employees eligible for medical, life insurance, long-term disability, and dental insurance benefits under this article will be paid from September 1st through August 31st of each year. Employee premium payments and School District premium contributions will be pro-rated over 17 pay periods during the employee's regular work year on a schedule to be determined by the School District.

Subd 1. Starting Date of Insurance. An employee whose first day of continuous employment with the District begins on or before the 15th day of the month will be eligible for insurance on the first day of continuous employment. The Employee will be responsible for the full employee portion of the premium for that month and the District will be responsible for the full employer contribution for that month.

An employee whose first day of continuous employment with the District begins after the 15th day of the month will be eligible for insurance and District

contributions to premiums on the first day of the following month. An employee wishing to be immediately eligible for insurance coverage on their first day of continuous employment with the District may elect to begin coverage as of their first day of continuous employment and shall be responsible for 50% of the total monthly insurance premium without contribution from the District.

Subd. 2. Summer Insurance Contributions for School Year Employees. A regular employee who is in active service for at least sixty (60) continuous working days of the school year and is in paid status or on an approved medical leave for an FMLA qualifying event as of the last contract day of the school year, will be eligible for continuing insurance coverage during June, July and August following the school year, with the District and employee making the full scheduled premium contribution for those months.

An employee who terminates employment before the end of the school year (i.e. their last scheduled workday) shall not be eligible for District contributions to insurance premiums during June, July or August, and will be responsible for the full insurance premium if they elect to continue coverage in any insurance plans.

Subd. 3. Insurance Contributions During Unpaid Leave. Employees who are absent from work and in unpaid status in any month of the school year (September through May) will be responsible for both the District and the Employee contribution toward the monthly insurance premium for any month that they are not in active status for at least ten (10) paid days. Employees that are absent for a qualifying medical event under the Family Medical Leave Act (FMLA), and who are considered an eligible employee under the FMLA, shall receive the District contribution to their health insurance plan during an approved medical leave as required by the FMLA.

Subd. 4. Collection of Employee Share of Premium Contributions. The employee share of any premium costs will be paid through payroll deduction. Eligible employees who are required to pay any portion of their premium for group insurance benefits other than through payroll deductions, will submit a check payable to the District, pursuant to District procedures and timelines. If payment is not received as required, coverage will terminate at the end of the month. An employee starting after the 15th of the month that elects immediate coverage shall have the option to have the 50% of the total monthly premium prorated over the remaining pay periods that year and paid by payroll deduction or may pay by check.

Subd. 5. Duration of Insurance Contribution. An employee is eligible for School District contributions as provided in this Article as long as an employee is employed by the School District. Employees whose employment terminates during the school year will be eligible for insurance and district contributions to insurance through the end of the month in which they terminate provided they pay the employee portion of the insurance premium for that month. Otherwise, the employee's insurance will terminate as of the last day of employment.

Section 8. Retention of Benefits. If after November 30th of any year an employee's position is reduced in hours by the School District below the number of hours required to be eligible for benefits under this Article, the employee shall continue to receive benefits based on their assignment prior to the reduction of hours for the remainder of the school year.

Section 9. Claims Against the School District. 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. Medical Insurance for Retirees. Employees in this unit who are covered by a School District health and hospitalization plan at the time of retirement may continue in the plan at their own expense up to the age of 65, or longer as provided by Minnesota Law. Premium payments must be received in the Human Resources Office of the School District by the 1st day of the month of coverage.

ARTICLE IX – HOLIDAYS

Section 1. Paid Holidays.

Subd. 1. Eligibility. Benefits defined in this Article shall apply to all full-time and part-time employees regularly employed at least fourteen (14) hours per week and at least nine months per contract year. Substitute or temporary employees shall not be eligible for any benefits under this Article.

Subd. 2. Paid Holidays. Eligible employees shall be granted the following paid holidays that occur during their duty year:

1. Labor Day
2. Friday of MEA
3. Thanksgiving Day
4. Martin Luther King Day
5. Memorial Day
6. Juneteenth Day (for employees working extended day/summer school assignments)
7. Independence Day (for employees working extended day/summer school assignments)

In addition, employees are entitled to three (3) floating holidays per year which are to be used on non-student contact days unless otherwise approved by the employee's Supervisor, Principal or Director in consultation with human resources. Floating holidays may not be carried from year to year and will be prorated one (1) floating holiday for the first year of employment for employees hired after January 1st. Unused floating holidays shall be paid out on the July 15 payroll.

Subd. 3. Weekends. Any holiday that falls during a weekend shall be observed on a day established by the School District.

Subd. 4. School in Session. The School District reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof.

Subd. 5. Holidays during Leave. A holiday that falls within a period of approved leave shall not be counted as a discretionary or accumulative leave day.

Subd. 6. Application. In order to be eligible for holiday pay, an employee must have worked the regular workday before and the day after the holiday unless on an excused illness or an approved paid leave. All 10-month employees will be eligible for the Labor Day holiday if they are in service the day following Labor Day.

ARTICLE X – LEAVES OF ABSENCE

Section 1. Approval. Approval for the use of discretionary or accumulative leave for absences under this Article shall be consistent with the provisions of the leave policies and procedures of the School District. For the use of discretionary leave, it is the responsibility of the employee to notify their supervisor of a requested absence at least three days in advance by submitting a written request on the authorized form of the School District. In the case of absence due to illness or emergency, an employee shall contact their supervisor as soon as possible to report the reason for their absence. An employee who is absent for three continuous days without notice and approval, shall be considered to have voluntarily terminated their employment with the School District.

Section 2. Accumulative Leave.

Subd. 1. Eligibility. Benefits defined in this Article shall apply to all employees regularly employed at least fourteen (14) hours per week and at least nine months per contract year.

Subd. 2. Accrual. Eligible employees shall earn annual accumulative leave at the rate of one (1) day per month of service. School Year employees shall earn annual accumulative leave of eleven (11) days per year at the rate of one (1) day per month of service for the months of September through July. Accrual of accumulative leave shall be carried over from year to year up to 60 days, and shall be available for leaves under this Article.

Subd. 3. Calculation. A “day” shall be calculated and accrued in hours based on the employee’s regular daily assignment. For employees with variable daily schedules, their monthly hours of accrual shall be based on a five-day work week. Additional hours of work that are not part of an employee’s regular assignment, or hours worked for summer school or outside of the regular school year, shall not affect the accrual of accumulative leave.

Subd. 4. Deduction. Approved absences under this Article shall be deducted from accrued accumulative leave when available or by pay deduction when

accumulative leave is not available. The School District shall make deductions from accumulative leave equivalent to the actual time absent to the nearest fifteen (15) minute increment.

Subd. 5. Restricted Unpaid Time-Off. Employees who have exhausted their accrued accumulative leave may be approved for up to two (2) days of time off without pay by the First Cook. No more than one (1) Nutritional Services employee per building shall be granted an unpaid leave for the same work day(s), and no employee shall be granted more than two (2) days of unpaid leave per year, unless authorized by the Supervisor of Nutritional Services and the Executive Director of Human Resources or designee. Use of restricted unpaid time off resulting in absenteeism may be grounds for discipline.

Subd. 6. Attendance Incentive. To reduce voluntary absences, each employee who does not use any Restricted Unpaid Time Off in a given school year will receive a payment of $150.00 following the completion of the school year.

Section 3. Discretionary Leave.

Subd. 1. Discretionary Leave. Employees in this unit who work less than 12 months shall earn seven (7) days of discretionary leave per contract year. Discretionary leave is available for short-term absences so long as the employee has accrued accumulative leave available. The use of discretionary day(s) shall result in a corresponding reduction in an employee's accumulative leave balance. Discretionary leave shall not carry over from year to year.

Subd. 2. Limitations. Discretionary leave during student contact days should be used in a manner that minimizes disruption to student services and programming. The following limitations shall apply to the use of discretionary leave:

Employees per Building	Limits
1 – 6	1
6 – 10	2
11 or greater	3

Employees may use up to five (5) consecutive discretionary days. The use of more than five (5) consecutive days shall result in a 2-for-1 deduction from accumulative leave for each additional day (e.g. six consecutive discretionary leave days = 7 accumulative leave days).

Section 4. Sick Leave.

Subd. 1. Sick Leave shall be allowed by the School District whenever an employee is absent due to illness or injury that prevented their attendance and performance of duties on that day.

Subd. 2. Medical Certification. The School District may require an employee to furnish a medical certificate from the school health officer or from a qualified

physician as evidence of illness or injury, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School District.

Subd. 3. Illness of a Child. Sick leave may be used for the illness of an employee's child (includes step-child), subject to the provisions of Minn. Stat. §181.9413.

Subd. 4. Family Illness Leave. Sick leave may be used for serious illness of an employee's spouse, adult child, parent, step-parent, sibling, grandparent, grandchild (includes step-grandchild), father-in-law, mother-in-law, son-in-law or daughter-in-law. Employees who exceed 5 days of absence for serious illness in the immediate family may be required to furnish a medical certificate indicating that a member of their family had a serious illness.

Subd. 5. Long Term Disability. Employees eligible for long-term disability will not receive sick leave pay beyond 90 calendar days.

Subd. 6. Sick Leave Bank. The School District shall permit members of this bargaining unit with more than forty-five (45) accumulative leave days to donate up to three (3) accumulative leave days per year to a colleague who has exhausted sick leave and vacation time due to a long-term illness or disability.

Each donated day shall have a value of one-for-one of a sick leave day. The bargaining unit member donating days under this subdivision may not donate a number of days that reduces the employee's accumulative leave balance below forty-five (45) days.

The number of donated sick leave days which a member of this bargaining unit may receive is limited to the number of days donated, but may not continue beyond the receiving member's eligibility for long term disability.

The bargaining unit will administer the donation/collection of days pursuant to the sick leave bank procedural guidelines. All employees who are eligible to donate will have the opportunity to contribute days pursuant to this subdivision to a generic sick leave donation bank. All days donated will be deducted from the contributors' accumulative leave totals.

Employees requesting donated days will apply in writing for those additional days to the SEIU Nutritional Services Union Steward(s).

The District will administer the crediting of days to the recipient.

Section 5. Bereavement.

Subd. 1. Up to five (5) days of bereavement leave per incident shall be allowed for death in the employee's immediate family. The immediate family includes: spouse, parent, child, grandchild, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, spouse's

grandparents, uncles, aunts, nephews, nieces, corresponding step-persons, and persons for whom they are legally responsible to make decisions. All absences for bereavement will be deducted from accrued accumulative leave. Bereavement leave for persons outside the immediate family will be counted as discretionary leave and deducted from accrued accumulative leave.

Subd. 2. In the sole discretion of the Superintendent, an employee may be granted additional days of bereavement leave in the case of extreme circumstances.

Section 6. Child Care Leave.

Subd. 1. A child care leave may be granted by the School District, subject to the provisions of this section. Child care leave may be granted for the birth or adoption of a child or children, or because of the need to provide parental care for a child or children of an employee for an extended time.

Subd. 2. Written Request. All requests for child care leave must be submitted in writing thirty (30) days prior to the anticipated commencement of the intended leave. The request will indicate the proposed commencement and termination dates for the intended leave. In the event of an emergency, the School District has the right to waive or adjust the prior notification requirement.

Subd. 3. Commencement of Leave. Leave under this section shall commence upon home placement of an adopted child or immediately after disability, or at a natural break in the school year prior to the birth or home placement of the child, or at such other date mutually agreed upon between the employee and the School District.

Subd. 4. Duration of Leave. In making a determination concerning the duration of a child care leave, the School District shall not, in any event, be required to:

a) Grant any leave more than twelve (12) months in duration.
b) Permit the employee to return to their employment prior to the date designated in the request for child care leave.

Subd. 5. Unpaid Leave. Leave under this section shall be without pay, however, an employee may use any accrued accumulative leave that is available. Insurance benefits may be continued at the option and expense of the employee.

Subd. 6. Return from Leave. An employee returning from child care leave shall be returned to their previous position or to another comparable position for which they are qualified.

Section 7. Jury Duty Pay. All employees required to serve on jury duty shall be paid by the School District the difference between their regular pay and jury duty pay. In implementing this section, the School District shall continue to pay the employee the regular rate of pay and the employee shall be obligated upon receipt of the jury duty pay from the governmental agency to immediately remit any witness fees received to the

School District less any mileage expenses. Absences under this section shall not be deducted from accumulated leave.

Section 8. Workers' Compensation.

Subd. 1. Upon the request of an employee who is absent from work as a result of a compensable injury under the provisions of the Workers' Compensation Act, the School District shall pay the difference between the compensation receive pursuant to the Workers' Compensation Act by the employee and the employee's regular rate of pay, to the extent of the employee's earned accrual of sick leave pay.

Subd. 2. A deduction shall be made from the employee's accumulated vacation or sick pay leave accrual time according to the pro rata portions of days of sick leave time which is used to supplement Workers' compensation.

Subd. 3. Such payment shall be paid by the School District to the employee only during the period of disability.

Subd. 4. In no event shall the additional compensation paid to the employee by virtue of sick leave or vacation pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

Subd. 5. An employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act who elects to receive sick leave pay pursuant to this policy shall work cooperatively with Human Resources to have any paid leave amounts coordinated with any payment from Workers Compensation.

Section 9. Unpaid Leave of Absence. At the sole discretion of the School District, an employee of this bargaining unit may be granted a leave of absence without pay for purposes not otherwise addressed under this Article. Requests for such leaves shall be submitted in advance of the leave to the Superintendent. The leave request shall include the proposed commencement and termination dates of the leave. An employee returning from a leave of absence under this section for less than ninety (90) days shall be returned to their previous position. An employee returning from a leave of absence after more than ninety (90) days shall be returned to their previous position or to another comparable position for which they are qualified.

Section 10. Application. The parties agree that the applicable periods of probation for employees are intended to be periods of actual service enabling the School District to have the opportunity to evaluate an employee's performance. The parties agree that periods of time for which the employee is on leave under this Article shall not be counted in determining the completion of the probationary period.

Section 11. Retention of Earned Benefits. Leave of absence under this Article shall not constitute a break in employment for purposes of seniority. An employee who returns to work from an unpaid leave within the provisions of this Article shall retain all

previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The employee shall not accrue additional experience credit for pay purposes or leave time during the period of absence for unpaid leave.

Section 12. School Conferences and School Activities Leave. Minnesota Statute 181.9412 requires an employer to grant an employee leave up to a total of 16 hours during any school year to attend school conferences or classroom activities related to the employee's child ***provided the conferences or classroom activities cannot be scheduled during non-work hours***. The employee must provide reasonable notice, if possible, and make a reasonable effort to schedule the leave so as not to disrupt unduly the operation of the employer. Staff may use paid discretionary leave or vacation leave, or unpaid school activities leave for qualifying absences.

Section 13. Insurance Participation. An employee on unpaid leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such program as the employee wishes to retain, commencing with the beginning of the unpaid leave. The right to continue participation in such group insurance programs, however, shall terminate if the employee does not return to the School District pursuant to this section.

Section 14. Paid Family and Medical Leave Act Compliance.
The District acknowledges its requirement to comply with the Minnesota Paid Family Leave Act ("PFLA"), Minn. Stat. Ch. 268B, as amended. Consistent with the statute, the currently required employment tax of 0.88 percent shall be shared equally between the Employer and the Employee, with the Employer contributing 50 percent (50%) of the required statutory employment tax and the Employee contributing 50 percent (50%). PFLA leave benefits shall run concurrently with, and not in addition to, any leave benefits provided under the federal Family and Medical Leave Act ("FMLA") or other state law, where applicable. Nothing in this Agreement shall diminish or expand the rights and obligations established by the PFLA or FMLA.

ARTICLE XI - PROBATION, DISCIPLINE AND DISCHARGE

Section 1. Probationary Period. Each new employee shall serve a probationary period of sixty-seven (67) working days of continuous service in the School District exclusive of leave days under Article X. Probationary periods are intended to be periods of actual service enabling the School District to have the opportunity to evaluate an employee's performance. During the probationary period the School District shall have the unqualified right to discipline or discharge such employee without recourse to the grievance procedure.

Section 2. Completion of Probationary Period. Employees who complete a successful probationary period shall be regarded as regular employees and shall be disciplined or discharged only for just cause as outlined below.
Section 3. Probationary Period After Promotion. An employee promoted to a higher classified position shall be on probation for thirty (30) working days during which period

the Employee may be returned to their former position either at the request of the Employee or at the direction of the School District. This decision is not subject to the grievance procedure.

Section 4. Employee Discipline. After an employee has completed the probationary period, the Employer may discipline or discharge an employee only for just cause. Disciplinary action shall normally include the following actions and shall normally be taken in the following order, except in cases of serious misconduct:

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

Employees who are subject to the above actions shall have the right to union representation, if desired, at any meetings with the district's representative(s).

ARTICLE XII – SENIORITY AND LAYOFF

Section 1. Application. The parties recognize the principle of seniority in the application of this Article, within classification, concerning reduction in force, provided the employee is fully qualified to perform the duties and responsibility of the position. This section shall be applicable in a reduction of hours only if the reduction causes the employee to lose or reduce eligibility for benefits under this Agreement or if the employee's hours are reduced by more than 30 minutes per day of the employee's existing time.

Section 2. Layoff. In the event of a layoff, an employee losing a position within classification, may exercise seniority in the same classification or lower classification, provided the employee is fully qualified to perform the duties and responsibilities of such position. An employee may not exercise seniority in a higher classification in the event of a layoff. The School District shall provide any employee who is to be laid off with two (2) weeks written notice of the proposed layoff.

Section 3. Recall. An employee on layoff shall retain seniority and right to recall within classification in seniority order for vacancies which occur in the School District for a period of twenty-four (24) calendar months after the date of layoff, provided the employee is qualified to perform the duties and responsibilities of the position. An employee with recall rights shall maintain a current mailing address on file with the School District and failure to accept recall within ten calendar days shall cause forfeiture of the employee's further recall rights. The School District shall not employ a new person in a vacant position as long as an employee on layoff pursuant to this Article is qualified to perform the duties and responsibilities of the position and accepts recall as provided herein.

Section 4. Seniority Date. Employees shall acquire seniority within their classification category upon completion of the probationary period as defined in Article XI hereof, and upon acquiring seniority, the seniority date shall relate back to the first date of continuous service in the School District in a classification covered by this Agreement. If more than

one employee commences work on the same date in a classification category, the tie shall be broken by using the last four digits of the employees' social security numbers, recognizing the employee with the higher number as the most senior.

Section 5. Seniority List. On or about November 1 of each year the School District shall post a seniority list for each job classification. An employee who disagrees with the posted seniority list shall have twenty (20) working days from the date of the posting to supply written documentation or other proof to the School District in an effort to resolve any dispute. If the dispute is not resolved within those twenty (20) days, an employee shall have an additional twenty (20) days to challenge their seniority listing through the grievance process. If no challenges are made within twenty (20) days of posting, the seniority list is final. For purposes of this Article, the following classifications shall be recognized from the highest to the lowest:

a. Senior High First Cook
b. Junior High First Cook
c. Elementary First Cook
d. Senior High Second Cook
e. Junior High Second Cook
f. Elementary Second Cook
g. Nutritional Cashiers working four (4) hours or more
h. Certified Kitchen Helper working four (4) hours or more
i. Kitchen Helpers working four (4) hours or more
j. Kitchen Helpers working fewer than four (4) hours

ARTICLE XIII – VACANCIES AND POSTING

Section 1. Postings of Vacancies or New Positions. All vacancies and new positions within the bargaining unit, that are anticipated to be at least 45 days in duration, shall be posted for at least five (5) working days during the school year and ten (10) working days during the summer recess. For purposes of this Article, the term "vacancy" shall mean a position where no employee is holding a claim to the position (i.e., leave of absence), or a current position where an increase in hours will make the position eligible for an increased level of benefits under Article VIII.

Section 2. Application for Vacancies. It is the right of the School District to select the best qualified candidate for an open position. All applications will be considered by the School District and final decision for employment, advancement, transfer or promotion will be made by the School District after considering the qualifications of all applicants. Qualifications of applicants shall include background, training, seniority, experience, education, aptitude for the position and certification. First consideration shall be given to applicants from within the bargaining unit who are qualified for the position.

The District shall consider qualifications of internal candidates in the following preferential order: Present classification, experience in a similar capacity, and then seniority. If it is determined by the School District that two or more internal candidates are equally qualified for an opening, the senior qualified employee shall be assigned to the position.

The District will provide the Union Stewards with the name of the candidate selected to fill a vacancy.

Section 3. Temporary Assignment. The School District may fill a vacancy or new position, temporarily, pending completion of the assignment process. Temporary positions that are expected to last more than thirty (30) days shall be posted internally for at least five (5) working days. Employees from the same building shall be given first consideration in filling a temporary vacancy. If a qualified employee is not available to fill the position, external candidates may be considered to fill the temporary assignment. At the end of the temporary assignment, employees of the bargaining unit shall return to their regular assignments.

Section 4. Reemployment After Resignation. If an employee covered by this Agreement, except for a temporary employee, voluntarily terminates employment from a bargaining unit position and is subsequently re-employed by the district in this bargaining unit within eighteen (18) months from the date of termination, the employee shall be reinstated without loss of seniority and at the same step as of the date of termination. If re-employed at the same or lower classification, the employee will not be required to serve a new probationary period.

Section 5. Reassignment. The School District may assign staff within job classification so as to best meet the needs of the District. Except in the case of an emergency, an employee proposed to be reassigned by the School District will normally be given at least ten (10) calendar days notice of the proposed reassignment. Prior to the reassignment becoming final, the employee will have the right to request a meeting with the Executive Director of Human Resources or designee and a union representative to discuss the reassignment.

ARTICLE XIV – SEVERANCE PAY / WELLNESS PAY / 403B

Section 1. Severance Pay.

Subd. 1. Eligibility. Employees meeting the following requirements shall be eligible for severance pay pursuant to the provisions of this section, upon submission of a written resignation accepted by the School District:

a. Employees who have completed at least fifteen (15) years of continuous service with the School District and who are immediately eligible for a state retirement annuity benefit;

b. Any year in which an employee is on a full year leave of absence will not be counted as an eligible year of service but will not constitute a break in service.

c. Any years of service by an employee prior to their current seniority date will not be counted as years of service for purposes of this section.

d. Employees who become and remain totally and permanently disabled while employed by the School District after meeting the eligibility requirements of this section.

e. Employees whose death occurs while employed by the School District after meeting the eligibility requirements of this section.

f. An employee will only be eligible for severance pay benefits under this section one time during their employment with the District.

Subd. 2. Calculation of Severance Pay. An employee meeting the eligibility requirements of Section 1, Subdivision 1, at the time of resignation, retirement, disability or death, shall receive severance pay as follows:

a. $300 per year of qualifying service for any year an employee worked 6 hours or more per day, and $200 per year for any year an employee worked less than 6 hours per day;
b. Total severance pay under this section will not exceed $15,000 for any eligible employee.

Subd. 3. Ineligibility. Severance pay under this section shall not be granted to any employee who is discharged for cause by the School District.

Subd. 4. Payment.

a. Severance Pay under this section shall be paid by the School District into the employee's Minnesota Health Care Savings Plan (MHCSP) within sixty (60) days of retirement.

b. If an employee completes and qualifies for a waiver of participation based on the health care savings plan criteria, and the waiver is presented to the School District at least two (2) months in advance of the employee's retirement date, payment under this section shall be paid directly to the employee in one lump sum within sixty (60) days of retirement.

c. If an employee who is eligible for severance pay under this article dies prior to submitting a notice of resignation or retirement, or after submitting notice but prior to the anticipated retirement date, severance pay will be paid to the employee via payroll or to the employee's estate and not to the MHCSP.

Section 2. Wellness Pay. Employees will receive annual wellness pay for all accrued accumulative leave days in excess of 60 days as calculated on June 30th of each year. The school district will pay out an amount equal to the total number of excess days multiplied by the employee's hourly rate times .8 by August 31st of each year, into the employee's Minnesota Health Care Savings Plan (MHCSP).

Section 3. 403b Plan.

Subd. 1. Participation. Employees of this bargaining unit shall be eligible to participate in a 403b plan pursuant to Minnesota Statutes §356.24.

Subd. 2. Matching Contribution Plan. Beginning with open enrollment during the 2023-2024 school year, the School District will match employees' annual contributions for employees working four (4) or more hours per day based on their current year of employment in the School District. The School District matching amount shall not exceed the Annual Maximum Match Amount set forth below:

	Maximum Match Amount	
Years of Service	**Annual**	**Cumulative**
0 years to two (2) years	$-0-	$ -0-
Three (3) – Eight (8) years	$500	$ 3,000
Nine (9) – Thirteen (13) years	$600	$ 3,000
Fourteen (14) – Eighteen (18) years	$700	$ 3,500
Nineteen (19) plus years	$900	$ 8,000
		$17,500

Subd. 3. The maximum career matching contribution by the School District shall be $17,000 for a benefit eligible employee.

Subd. 4. A salary reduction authorization agreement must be completed by the eligible employee by October 1 for the employee to participate in the 403b Matching Contribution Plan for that school year.

Subd. 5. The School District shall provide notice to participating employees when they become eligible for an increased level of matching contribution.

Subd. 6. Employees on unpaid leaves may not participate in the matching program while on leave.

ARTICLE XV – MISCELLANEOUS

Section 1. Medical Examination. An employee whose condition of physical or mental health is thought to be adverse to the welfare of students or other employees may be required to undergo a health examination by a licensed physician at the expense of the School District.

Section 2. Uniforms. Employees will receive a reimbursement of $250.00 per year for the purchase of uniforms that comply with the district uniform requirements (See Appendix C). Anyone working as a substitute in the Nutritional Services program who has subbed for at least two consecutive years and has worked at least 300 hours in the prior year will also be eligible for this uniform reimbursement.

Section 3. Mileage Reimbursement. Employees of this unit who are authorized to use their own automobile in the performance of their duties shall be reimbursed for all authorized travel at the rate established by the School District.

Section 4. Copies of the Bargaining Agreement. The School District shall provide the bargaining unit with copies of the Bargaining Agreement for each building and for each union steward within forty-five (45) days of ratification by the School Board. The approved Bargaining Agreement shall also be available on the School District website.

ARTICLE XVI – GRIEVANCE PROCEDURE

Section 1. Grievance Definition. A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the Union and the School District 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 Union or School District may be represented during any step of the procedure by any person or agent designated by such party to act on their behalf.

Section 3. Definitions and Interpretations.

Subd. 1. Extension. Time limits specified in this 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 excluding Saturdays and Sundays and legal holidays as designated 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 from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday or a legal holiday, in which event the period runs until the end of the next day which is not 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 bears a postmark of the United States mail within the time period.

Section 4. Time Limitation and Waiver. Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and specific provision(s) of the Agreement allegedly violated and the particular relief sought, within twenty (20) days after 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. An effort shall first be made to adjust an alleged

grievance informally between the employee and the School District's designee. By written mutual agreement, the parties may waive any step and/or extend any time limits of the grievance procedure.

Section 5. Adjustment of Grievance. The School District and the employee shall attempt to adjust all grievances that may arise during the course of employment of any employee within the School District as follows. All grievances at all levels shall be filed with the Executive Director of Human Resources.

Subd. 1. Informal. The Employee(s) and union will attempt to resolve an alleged grievance with the School District through informal means by meeting with the employee's building administrator within ten (10) days of the event giving rise to the concern.

Subd. 2. Level I. If the grievance is not resolved through informal discussion, the grievance shall be filed in writing with the Executive Director of Human Resources or designee. The Executive Director may call a meeting within ten (10) days after receiving the written grievance. Following this meeting the Executive Director shall have five (5) days to provide a written decision on the grievance to the parties involved.

Subd. 3. 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 an appeal is made in writing within ten (10) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or their designee shall meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or their designee shall issue a decision, in writing, to the parties involved.

Subd. 4. Level III. In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such an appeal is made in writing within ten (10) days after receipt of the decision in Level II. If a grievance is
properly appealed to the School Board, the School District shall hear the grievance within twenty (20) days after the receipt of the appeal. Within twenty (20) days after the meeting the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School District may be designated by the School Board to hear the appeal at this level, and report its findings and recommendations to the School District. The School District shall then render its decision.

Section 6. Denial of Grievance. Failure of the School District or its 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 7. Arbitration Procedures. In the event that the employee and the School District 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, 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 III of the grievance procedure.

Subd. 2. Prior Procedure Required. No grievance shall be considered by the arbitrator that has not been duly processed in accordance with these grievance procedures 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 Commissioner of the Bureau of Mediation Services to submit a panel of seven arbitrators to the parties, pursuant to PELRA, provided such request is made within twenty (20) days after request for arbitration. The request shall ask that the panel be submitted within ten (10) days after the receipt of said request. Within ten (10) days after receipt of the panel, the parties shall alternately strike names, and the remaining name shall be the arbitrator to hear the grievance. The order of striking shall be determined by lot. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Commissioner within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. 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 to designate, and the parties shall have the right to a hearing, at which time both parties shall have the opportunity to submit evidence, offer testimony and make oral and written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 5. 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 her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by the P.E.L.R.A.

Subd. 6. Expenses. Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expense that the party incurs in connection with presenting its case for arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally the fees and expenses of the arbitrator, the cost of the transcript or recording, if requested by either or both parties, and any other expense that the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 7. 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 as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall 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. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 8. Mediation. By written mutual agreement the parties may waive any step or suspend any timeline in order to submit a grievance to mediation by filing a joint petition with the Commissioner of Mediation Services.

ARTICLE XVII – DURATION

Section 1. Term and Reopening Negotiations. This agreement shall remain in full force and effect for a period commencing on July 1, 2025, through June 30, 2027, 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 at its expiration, it shall give written notice of such intent pursuant to P.E.L.R.A. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of the Agreement.

Section 2. Effect. This Agreement constitutes the full and complete Agreement between the School District and the Exclusive Representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreement, 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 terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

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

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

FOR:

School Employees International
Local 284
450 Southview Blvd
So. St. Paul, MN 55075

_____
Union Steward

_____
Union Steward

_____
Union Representative

Dated: _____

FOR:

St. Cloud Area School District 742
1201 Second Street South
Waite Park, MN 56387

_____
Chair

_____
Clerk

_____
Chief Board Negotiator

Dated: _____

APPENDIX A

WAGE SCHEDULE

July 1, 2025 - June 30, 2027

2025-2026
Steps for employees hired prior to January 1, 2025

	A	B	C	D	E
Step	**Sr High 1st Cooks Jr High 1st Cooks**	**Elementary 1st Cooks**	**Jr/Sr High 2nd Cooks Elementary 2nd cooks**	**Nutritional Cashiers Certified Kitchen Helper**	**Kitchen Helpers**
1	21.84	21.11	20.06	17.93	16.86
2	22.22	21.48	20.43	18.29	17.31
3	22.60	21.86	20.80	18.65	17.77

2026-2027
Steps for employees hired prior to January 1, 2026

	A	B	C	D	E
Step	**Sr High 1st Cooks Jr High 1st Cooks**	**Elementary 1st Cooks**	**Jr/Sr High 2nd Cooks Elementary 2nd cooks**	**Nutritional Cashiers Certified Kitchen Helper**	**Kitchen Helpers**
1	22.28	21.54	20.46	18.29	17.20
2	22.66	21.91	20.84	18.66	17.66
3	23.05	22.30	21.21	19.02	18.13

APPENDIX B

School Closing Plan • Weather Related E-Learning Days • 2025-2026

In an effort to continue student learning in the event of weather related school closings, St. Cloud Area Schools will continue using E-Learning Days during the 2025-2026 school year for inclement weather day closings pursuant to Minn. Stat. §120A.414 as follows:

Make-Up Plan:

- The first Weather related closing will be a full school closing day;
- The next five weather related closings will generally be E-Learning Days as long as there is no interruption of power and/or internet service that would interfere with distance learning. At the discretion of the Superintendent, a full school closing day may be called instead if the timing or circumstances surrounding the weather event compromises the ability to deliver effective instruction as a E-Learning Day;
- Additional weather related school closing days will be determined by the Superintendent and make-up time for students and/or staff will be determined by the Superintendent in consultation with the School Board.

During a Weather Related E-Learning Day, students and licensed staff will have the following expectations:

Student Expectations

In the event of a cancelled school day that requires an E-Learning Day, families will be informed by an automated message that St. Cloud School District 742 is activating a E-Learning Day at least two hours prior to the start of the regular school day.

Pre-School

Pre-school students will access and complete a series of preassigned learning activities that will be made available to students in home packets or on the ISD 742 website when predicted weather conditions make school closing likely.

K-5 Students

Students in grades K-5 will access assignments on student devices via the Learning Management System (LMS) or complete a series of preassigned learning activities that will be made available to students in home packets or on the ISD 742 website if devices were not sent home with students. Licensed staff will post learning activities to LMS by 9:00 AM on the day of a E-Learning Day.

Secondary Students

Students in grades 6 -12 will access assignments on student devices via the Learning Management System (LMS). Licensed staff will post learning activities on LMS by 10:00 AM on the day of a E-Learning Day.

Licensed staff members will be available during student contact hours to answer student questions and provide guidance via email and the LMS. Accommodations for students who receive special education and EL services will be provided. If additional accommodations are needed, they can be addressed by teaching staff when the student returns to school.

Licensed Staff Expectations

Licensed staff who are unable to teach on a E-Learning Day due to a discretionary day, illness or medical appointment for themselves or a family member, or other absence reason, must request time off in Skyward and post the learning activities for the day on the Learning Management System (LMS) in lieu of posting sub plans. In addition, staff should email the principal and lead secretary so they are aware the employee will not be available for student or parent contact.

Licensed staff who are on duty during a E-Learning Day must be in service during their regular teacher duty day and will complete the following:

Early Childhood Staff

Early Childhood staff will make a plan for their work on a E-Learning Day with their administrator/supervisor.

K-5 Staff

Licensed staff of students in grades K-5 will post learning activities on LMS by 9:00 AM on the day of a E-Learning Day. Licensed staff must be available during the student contact day by email, school district phone message and/or LMS to answer questions and assist students. Time not engaged in posting lessons or in direct contact with students may be used for planning and preparation time. Each classroom teacher who serves students is responsible for posting lessons, grading, and completing attendance on E-Learning Days.

Secondary Staff

Licensed staff of students in grades 6 -12 will post learning activities on LMS by 10:00 AM on the day of a E-Learning Day. Licensed staff must be available during the student contact day by email, school district phone message and/or LMS to answer questions and assist students. Time not engaged in posting lessons or in direct contact with students may be used for planning and preparation time. Teachers are responsible for completing attendance on E-Learning Days.

Non-Instructional Licensed Staff

Non-Instructional licensed staff (e.g. counselors, school psychologists, social workers, nurses, SLPs, OT/PTs, autism specialists, media specialists, technology integrationists, SEL/Focus teachers, ADSIS teachers, grade level leads, math and literacy specialists, EL coordinators, etc.) will make a plan for their work on a E-Learning Day with their administrator/supervisor.

Part-Time Teaching Staff

Part-time contract teachers will be available during their regularly scheduled duty hours.

All licensed staff are encouraged to also use the work day to make contact home to update families on positive student performance and progress.

Support Staff Expectations

10 Month Support Staff Expectations:

In the event of a E-Learning Day, 10-month Support staff will not report to work on-site and will work as follows:

1. Staff who can work effectively from home may do so with the pre-approval of their supervisor (e.g. clerical, head cooks, BRS, BCSS, BTIs, interpreters, instructional paras, clerical paras LPNs, mental health support staff, EEOCs, family advocates and deans).

2. Support staff who do not support instruction, whose regular work cannot be performed at home (e.g. bus drivers, nutritional services, transportation paraeducators, door monitors, CSO's), shall receive full pay for the E-Learning Day.

12 Month Support Staff Expectations:

In the event of a E-Learning Day, 12-month Support staff who can report to work safely may do so (e.g. custodians and engineers). 12-month Support staff who can work from home may do so with the approval of their supervisor (e.g. clerical, non-represented 12 month employees). Staff who cannot report and whose work cannot be performed at home, shall receive full pay for the E-Learning Day. Employees who choose not to work from home on a snow or ice closing E-Learning Day, may use accumulative or other paid leave time to make up for any hours lost.

Minnesota Statute For Reference:

120A.414 E-LEARNING DAYS.

Subd. 1.Days.
"E-learning day" means a school day where a school offers full access to online instruction provided by students' individual teachers due to inclement weather. A school district or charter school that chooses to have e-learning days may have up to five e-learning days in one school year. An e-learning day is counted as a day of instruction and included in the hours of instruction under section 120A.41.

Subd. 2.Plan.
A school board, including the board of a charter school, may adopt an e-learning day plan after consulting meeting and negotiating with the exclusive representative of the teachers. If a charter school's teachers are not represented by an exclusive representative, the charter school may adopt an e- learning day plan after consulting with its teachers. The plan must include accommodations for students without Internet access at home and for digital device access for families without the technology or an insufficient amount of technology for the number of children in the household. A school's e-learning day plan must provide accessible options for students with disabilities under chapter 125A.

Subd. 3.Annual notice.
A school district or charter school must notify parents and students of the e-learning day plan at the beginning of the school year.

Subd. 4.Daily notice.
On an e-learning day declared by the school, a school district or charter school must notify parents and students at least two hours prior to the normal school start time that students need to follow the e-learning day plan for that day.

Subd. 5.Teacher access.
Each student's teacher must be accessible both online and by telephone during normal school hours on an e-learning day to assist students and parents.

Subd. 6 Other school personnel.
A school district or charter school that declares an e-learning day must continue to pay the full wages for scheduled work hours and benefits of all school employees for the duration of the e-learning period. During the e- learning period, school employees must be allowed to work from home to the extent practicable, be assigned to work in an alternative location, or be retained on an on-call basis for any potential need.

APPENDIX C

District 742 Nutritional Services Dress Code
(The District reserves the right to change the dress code as needed.
This is included in this document for reference only.)

Personal Cleanliness
Personal cleanliness is of utmost importance as a nutritional services staff member. The goal is to present a clean, professional, and well-groomed appearance at all times. Below is information regarding specific requirements and expectations:

1. A clean uniform must be worn every day. The uniform should be worn only to work. Nutritional Services employees are expected to keep themselves meticulously clean.

2. Pants: Uniform pants consist of black pants or blue jeans. Mid-calf capris are allowed. Skirts are allowed, must be black or dark blue, mid-calf or longer, but must not drag on the floor. Pants must be a loose style and made of woven material, not stretch or knit. Leggings or stretch pants are not acceptable. Undergarments must not show through outer clothing. Jeans may NOT have any holes, rips, tears, loose threads, or embellishments. Clothing will be clean, free from stains, and wrinkle free.

3. Shirts: Polo shirts or t-shirts must be made of a cotton or polyester material. T-shirts with inappropriate logos are not allowed. Long sleeves are acceptable and must be fitted from shoulder to the wrist. Shirts must be long enough to cover the mid-section. There should never be a gap of bare skin exposed when stretching, reaching, or lifting. Undergarments must not show through outer clothing.

4. Shoes: Shoes must be ordered from Shoes for Crews. Non-porous upper, slip-resistant, shoes must be worn. Shoes must be closed toe, no open back, and low heeled. Shoes must have a non-slip sole meeting ASTM-2913-19 standard. Canvas tennis shoes must not be worn. Rubber shoes are not permitted. Shoes must be kept meticulously clean and worn only at work.

5. Personal Belongings: Store clothing or other personal belongings in designated areas. Cell phones must be kept in locker/purse/home. Cell phone use by a nutritional services employee in the kitchen/serving/storage area is a health code violation. Emergency phone calls must be handled through the school office.

6. A hairnet, hat, visor, or equivalent head covering that secures all hair must be worn at all times in the kitchen and surrounding areas. The hair should be completely tucked under the net to prevent hair from falling into and contaminating the food and food prep areas. Hair spray is not an acceptable restraint. Men must be clean shaven or a beard snood must be worn.

7. District aprons will be provided and must be worn during meal service.

8. Do not wear any perfume or fragrances.

9. Fingernails must not be polished and must be cut at a reasonably short length. Artificial nails are not permitted.

10. Jewelry must be kept to a minimum. No rings, except plain wedding bands. Earrings and facial piercings may be worn but should be small, securely attached and not dangling. No bracelets, necklaces, or wrist watches.

APPENDIX D

MEMORANDUM OF AGREEMENT

Between
School Employees International Union Local 284
and
St. Cloud School District No. 742

WHEREAS, the School Service Employees Local 284 is the exclusive representative of the Nutritional Services Bargaining Unit ("Union") in Independent School District No. 742, St. Cloud ("District"); and;

WHEREAS, the parties have reached a tentative agreement on the terms and conditions of employment for the Nutritional Services employees of the District for the 2025-2027 Collective Bargaining Agreement ("CBA"); and

WHEREAS, the union and the district would like to continue the option for the use of discretionary leave for the 2025-2027 contract period that is outside the current provisions of Article X, Section 3 of the CBA, and agree that this would be better addressed through a Memorandum of Agreement;

NOW, THEREFORE, the District and the Union agree as follows:

A. That employees of this unit may use up to two (2) discretionary days as paid time off during Winter Break or during Mid-Winter Break during the 2025-2026 contract period, and up to three (3) discretionary days as paid time off during Winter Break or during Mid-Winter Break during the 2026-2027 contract period due to the extended winter break.

B. That employees interested in exercising this option must request time off in advance of the breaks through the electronic time off system, and will be responsible for submitting their time sheet for those weeks when they request time off;

C. That employees must have accumulative leave balance sufficient to support any request for discretionary leave pursuant to this Agreement;

D. That the District may deny a request under this memorandum by employees with a history of absenteeism or poor attendance.

E. That this Memorandum of Agreement will expire on June 30, 2027.

By signing below, each party represents that it has read, understands, and agrees to be bound by the terms of this Memorandum of Agreement on this ____ day of _____, 2025.

School Employees International Local 284

by _____
Business Representative

Independent School District No 742

by_____
Board Chair

by_____
Board Clerk

DEPARTMENT OF LABOR AND INDUSTRY

APPENDIX E

Earned sick and safe time employee notice

Employees in Minnesota are entitled to earned sick and safe time, a form of paid leave. Employees must accrue at least one hour of earned sick and safe time for every 30 hours they work, up to at least 48 hours in a year. A year for purposes of the employee's earned sick and safe time accrual is July 1st to June 30th.

At the end of each pay period, employers must provide employees with the number of earned sick and safe time hours used by the employee during the pay period and available for future use. Earned sick and safe time must be paid at the same base rate employees earn from employment. Employees are not required to seek or find a replacement for their shift to use earned sick and safe time. They may use earned sick and safe time for all or part of a shift, depending on their need.

Earned sick and safe time can be used for:

- an employee's mental or physical illness, treatment or preventive care;
- the mental or physical illness, treatment or preventive care of an employee's family member;
- absence due to domestic abuse, sexual assault or stalking of an employee or their family member;
- closure of an employee's workplace due to weather or public emergency or closure of their family member's school or care facility due to weather or public emergency; and
- when determined by a health authority or health care professional that an employee or their family member is at risk of infecting others with a communicable disease.
- to make arrangements for or attend funeral services or a memorial or address financial or legal matters that arise after the death of a family member.

Notifying employer, documentation

An employer can require their employees to provide up to seven days of advance notice when possible (for example, when an employee has a medical appointment scheduled in advance) before using sick and safe time. An employer can also require their employees to provide certain documentation regarding the reason for their use of earned sick and safe time if they use it for more than two consecutive scheduled workdays.

If an employee plans to use earned sick and safe time for an appointment, preventive care or another permissible reason they know of in advance, inform their supervisor far in advance as possible following contract guidelines. In situations where an employee cannot provide advance notice, the employee should contact their supervisor as soon as they know they will be unable to work.

Retaliation, right to file complaint

It is against the law for an employer to retaliate, or to take negative action, against an employee for using or requesting earned sick and safe time or otherwise exercising their earned sick and safe time rights under the law. If an employee believes they have been retaliated against or improperly denied earned sick and safe time, they can file a complaint with the Minnesota Department of Labor and Industry. They can also file a civil action in court for earned sick and safe time violations.

For more information

Contact the Minnesota Department of Labor and Industry's Labor Standards Division at 651-284-5075 or esst.dli@state.mn.us or visit the department's earned sick and safe time webpage at sickleave.mn.gov.

MINNESOTA PAID LEAVE

Effective January 1, 2026

Minnesota Paid Leave provides payments and job protections when you need time off to care for yourself or your family.

What can I use Paid Leave for?

Medical Leave:

- To care for your own serious health condition, including care related to pregnancy, childbirth, and recovery

Family Leave:

- **Bonding Leave** – to care for and bond with a new child welcomed through birth, adoption, or foster placement
- **Caring Leave** – to care for a family member with a serious health condition
- **Military Family Leave** – to support a family member called to active duty
- **Safety Leave** – to respond to issues related to domestic violence, sexual assault, or stalking for yourself or a family member

Generally, conditions must last more than seven days and be certified by a healthcare provider or other professional.

Am I covered by Paid Leave?

Most workers in Minnesota are covered by Paid Leave. You are covered no matter the size of your employer, or the hours or days you work. Independent contractors and self-employed individuals are not automatically covered but may opt in. You may qualify for payments if you've been paid a minimum amount for work in Minnesota in the last year ($3,900 for the start of Paid Leave in 2026).

How long can I take leave?

You may qualify to take up to 12 weeks of family or medical leave per benefit year. If you need both family and medical leave in the same benefit year, you may qualify for up to 20 weeks in total.

How much will I get paid?

When you use Paid Leave, the state makes payments to you. Paid Leave will pay up to 90% of your wages, based on your income level, with a maximum weekly amount set at the state's average weekly wage. This amount changes each year, and is $1,423 for the start of Paid Leave in 2026.

Who pays for Paid Leave?

Paid Leave is funded by premiums paid by employees and employers. The initial premium rate is 0.88% of covered wages. Your employer may deduct up to 0.44% of your wages to fund your portion of the premium.

What are my employment protections?

- **Job protections:** Generally, you must be restored to your job or an equivalent position when returning from leave. Job protections take effect 90 days after your date of hire.
- **Health insurance continuation:** Generally, employers must continue to fund their portion of healthcare insurance premiums while you are on leave.
- **No retaliation or interference:** Employers must not interfere with or retaliate against you if you apply for or use Paid Leave. Employers cannot take your Paid Leave payments.

For inquiries related to Paid Leave, please contact Minnesota Paid Leave at 651-556-7777 or visit our website.

If you think your employer is violating employment protections, contact the Labor Standards Division at the Minnesota Department of Labor and Industry.

LEARN MORE: paidleave.mn.gov

This information can be provided in alternative formats to people with disabilities or people needing language assistance by calling the Paid Leave Contact Center at 651-556-7777 or 844-556-0444 (toll-free).

MINNESOTA PAID LEAVE

Minnesota Paid Leave | 180 E 5th St Suite 1200 | Saint Paul, MN 55101

7/2025