AGREEMENT ON TERMS AND CONDITIONS OF EMPLOYMENT

BETWEEN

Osseo Area Schools

BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT 279
MAPLE GROVE, MINNESOTA

AND

OSSEO SCHOOL NUTRITION ASSOCIATION

Effective Dates: July 1, 2026 – June 30, 2028

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ARTICLE 1
PURPOSE OF AGREEMENT

Section 1. Parties: This agreement, entered into between the School Board, Independent School District 279, Maple Grove, Minnesota, hereinafter referred to as the school district, and the Osseo School Nutrition Association, hereinafter referred to as the school nutrition employees, is pursuant to and in compliance with the Public Employment Labor Relations Act, hereinafter referred to as PELRA, and provides the terms and conditions of employment for school nutrition employees during the term of this agreement.

ARTICLE 2
EMPLOYEE REPRESENTATIVE

Section 1. Appropriate Unit: The exclusive representative will represent all the school nutrition employees of the school district as defined in this agreement and in accordance with the PELRA.

Section 2. Recognition: In accordance with the PELRA as amended, the school board recognizes the Osseo School Nutrition Association as the exclusive representative of the Osseo School District school nutrition employees, employed by the school district of ISD 279. The exclusive representative will have those rights and duties as described by PELRA and as described in this agreement.

ARTICLE 3
DEFINITIONS

Section 1. Terms and Conditions of Employment: "Terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than school board payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the school board's personnel policies affecting the working conditions of school nutrition employees. In the case of school nutrition employees "terms and conditions of employment" does not mean educational policies of the school board. "Terms and conditions of employment" is subject to the provisions of PELRA.

Section 2. School Nutrition Employee: Will mean any person employed by the school district in a capacity exclusively associated with the school district's nutrition program. The term employee as used herein will not include confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed 10 1/2 hours per week or 35% of the normal work week in the bargaining unit, or employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year and emergency employees.

Section 3. Full-Time Employee: "Full-time employee" will mean any school nutrition employee who is regularly scheduled to work 32 or more hours weekly.

Section 4. School Board: For purposes of administering this agreement, the term "school board" may also mean its designated representative.

Section 5. Other Terms: Terms not defined in this agreement will have those meanings as defined by the PELRA.

ARTICLE 4
SCHOOL DISTRICT RIGHTS

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

Section 2. Management Responsibilities: The exclusive representative recognizes the right and obligation of the school board to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunities 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 will perform the services prescribed by the school district and will be governed by school board policies, rules, regulations, directives and orders which are not inconsistent with the terms and conditions of employment set forth in this agreement and which are issued by properly designated officials of the school district. Any provision of this agreement found in violation of any law, rule, or regulation there under, will be without force or effect.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of school board rights and duties will 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.

Section 5. Reporting: Incarceration, arrest, subsequent court directives, or loss of required certification/license that could impact the employee's ability to perform their job, and/or any allegation of child maltreatment, must be reported by the employee to human resources or the employee may be subject to discipline.

ARTICLE 5
SCHOOL NUTRITION EMPLOYEE RIGHTS

Section 1. Right to Views: Pursuant to PELRA, nothing contained in this agreement will 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 school nutrition service employees, nor will it be construed to require any employee to perform labor or services against their will.

Section 2. Right to Join: School nutrition employees will have the right to form and join labor or employee organizations and will have the right not to form and not to join such organizations. School nutrition employees in the unit will 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 such employees with the school board.

Section 3. Request for Dues Check-off: The Osseo School Nutrition Association will have the right to request dues check-off for the exclusive representative in accordance with the provisions of PELRA. Upon receipt of a properly executed authorization form from the employee, the school district will deduct in equal installments, from the employee's paycheck, the dues the employee has agreed to pay the exclusive representative during the effective period of authorization. The authorization will continue in effect until terminated by the employee in writing. Such dues deducted will be forwarded to the treasurer of the Osseo School Nutrition Association.

Section 4. Personnel Files:

Subd. 1. Right to Review/Frequency: Upon request by an employee, the school district will provide the employee with an opportunity to review their personnel files. The school district will not be required to provide an employee with an opportunity to review their personnel files if they have reviewed the personnel files during the previous six months; except that, upon separation from employment, an employee may review their personnel files only once at any time within one year after separation. During certain circumstances (e.g., grievance proceedings) an employee may review their personnel files more often than the previous six months.

Subd. 2. Review: Such request will be made to the human resources department. Human resources will schedule an appointment for the employee to review the employee's file and will notify the employee of such appointment.

Subd. 3. Documentation of Contents: The employee may review and have access to all the employee's personnel files generated in the school district only in the presence of a human resources designee.

Subd. 4. Right to Copy: The employee will have the right to reproduce any of the contents of their files.

Subd. 5. Right to Response: The employee may submit for inclusion in their file a written response to any material contained in such file.

Subd. 6. Destruction/Expunge: The school district may destroy or expunge such files as provided by law.

Section 5. Other Rights: School nutrition employees will have all other rights prescribed by PELRA.

ARTICLE 6
SALARY SCHEDULES, RATES OF PAY, AND WORKING CONDITIONS

Section 1. Rates of Pay: Effective July 1, 2024, the following hourly rates and schedule will be a part of this agreement.

Class	Position	Step	Hourly Rate 26-27	Steps (Relabeled)	Hourly Rate 27-28
1		1			

	School Nutrition Assistant	2	$20.67	1*	$20.67
		3	$21.47	2*	$21.49
		4	$22.11	3*	$22.45
2	Assistant School Nutrition Manager	1			
		2	$22.44	1*	$23.00
		3	$24.00	2*	$24.00
		4	$24.72	3*	$25.09
3	Elementary/OALC/ OEC/Willow Lane School Nutrition Manager	1			
		2	$26.28	1*	$26.94
		3	$28.11	2*	$28.11
		4	$28.81	3*	$29.24
4	Secondary School Nutrition Manager	1			
		2	$28.90	1*	$29.00
		3	$30.00	2*	$30.16
		4	$30.90	3*	$31.36

*Because the steps are relabeled in 2027-2028, employees will advance through the steps according to this chart:

Step 2026-2027	Step 2027-2028
2	2* (old 3)
3	3* (old 4)
4	3* (old 4)

Subd. 1. Employees must work a minimum of 120 paid days during the school fiscal year (July 1 to June 30) to move to the next step on the salary schedule on July 1 of the following year. Paid days refer to days actually worked, sick leave, paid holidays, and personal leave.

Section 2. Career Increments: Beginning July 1, 2024, career increments will be paid based on years of consecutive employment as defined below:

5+ Years	$0.10
10+ Years	$0.20
20+ Years	$0.30

Beginning July 1, 2027, career increments will be paid based on years of consecutive employment as defined below:

		Total Increment
5-9 Years	$0.10	$0.10
10-14 Years	Additional $0.20	$0.30
15-19 Years	Additional $0.20	$0.50
20+ Years	Additional $0.20	$0.70

*Career increments shall be effective July 1, of the fiscal year in which an employee is scheduled to reach the requisite years of service.

Section 3. SNA (School Nutrition Association) Certification: The following rates will be paid for the following levels of SNA certification which must be kept current:

Effective July 1, 2019

Level 1:	$0.36
Level 2:	$0.43
Level 3:	$0.90
Level 4:	$1.10
SNS Credential:	$1.25

The SNS credential will be paid to employees who have successfully completed the SFNS (School Food Service Nutrition Specialist) credential examination. Certifications received by human resources between the first and fifteenth of the month will be compensated on the fifth of the following month. Certifications received by human resources between the sixteenth and the end of the month will be compensated on the twentieth of the following month.

The employee is responsible for renewing their certification. A copy of the current SNA certificate is required to be eligible for this increment. This copy will be kept on file by human resources.

Section 4. Employee Performance:

Subd. 1. Purpose: Each employee is entitled to a regular and fair performance review. This process shall be formative and designed to encourage employee growth and professional development aligned with the school district's mission, core values, and strategic objectives.

Subd. 2. Step Movement, Career Increment, and Performance: Effective July 1, 2011, employees will be entitled to step movement and/or career increments only upon satisfactory job performance. Satisfactory job performance shall be determined by the employee's most recent performance evaluation so long as the evaluation was done during the previous three years. Employees who do not receive a step increase or career increment due to job performance shall be eligible for such step increase or career increment the following July 1.

Section 5. Placement on Steps: School nutrition employees who are promoted will be placed on the step scale at the discretion of the director. The new rate shall never be less than the employee's current rate.

Section 6. Replacement: If a school nutrition employee, other than a kitchen manager, assumes the role of a kitchen manager position, starting on the first full day of the assignment in the manager position, the employee will qualify for the manager pay and will be placed one step beyond the first step that provides an increase in pay. Any employee who works a full day in an assignment in a higher classification will be placed one step beyond the first step that provides an increase in pay in that higher classification for hours worked in that classification.

Section 7. Hours: School nutrition employees will work each day as assigned by school nutrition administration. Hours will be designated by the school nutrition administration and/or the building school nutrition manager, based on the need in each building. Additional hours may be assigned by the director of school nutrition services based on building or school district needs. The employee's lunch period will not be considered part of an employees' workday.

Section 8. Overtime: Employees who work over 40 hours in a week will be paid one and one-half times their regular salary. Overtime hours must be approved in advance by the immediate supervisor.

Section 9. Holidays: School nutrition employees regularly scheduled to work 10½ hours or more per week will be granted eight paid holidays as determined by the school district prior to July 1 each year.

The following eight paid holidays will be granted each school year to school nutrition assistants and assistant school nutrition managers:

Thanksgiving Holidays (2 days)	Winter Holidays (2 days)
New Year's Day	Presidents' Day or Martin Luther King Jr. Day
Spring Holiday	Memorial Day

School nutrition managers will be granted nine paid holidays, to include those holidays listed above as well as Labor Day.

Section 10. Special Event Pay: Anytime employees work billable hours for special events, other than their regular work shift, they will be paid $4.00 over their regular hourly rate of pay for events Monday through Friday. For special events that occur on a Saturday, employees will be compensated at time

and a half. For special events that occur on a Sunday or district defined holiday, employees will be compensated at double time.

Section 11. Uniforms: The School District will provide uniform tops for School Nutrition employees. Uniforms are to be self-laundered. Employees will receive an annual stipend of $60 for the purchase of work pants. Employees will receive an annual stipend of $120 for the purchase of new work shoes.

Section 12. Probationary Period – New Employee: New employees will be considered probationary until June 30, provided they have worked 120 working days, from their hire date to June 30. Working days shall include days actually worked, sick leave, paid holidays, and personal leave. If a school year ends prior to a probationary employee serving at least 120 working days, such employee shall be on probation for the following school year, ending June 30.

Probationary employees will be evaluated by their immediate supervisor. During the probationary period**,** employees may be transferred, discharged, laid off, or terminated. In the first 2 weeks of employment, all new employees will be expected to complete an online food safety/sanitation and an introductory to school nutrition course provided by the nutrition department. These courses can be completed during the workday, time permitting or outside of the workday on a personal device. The employee will be allocated additional time to complete the course during their workday. If the courses are completed outside of the workday, the employee will be compensated equal to the required time to view each course at their regular rate of pay. Failure to complete this coursework within the first two weeks may result in disciplinary action.

Section 13. Probationary Period – Continuing Status Employee: An employee awarded a position in a higher classification will serve a trial probation period of 20 working days in the new position. If the employer determines that the employee's performance in the new position is unsatisfactory, the employer will have the right to reassign the employee to a vacant position in the same classification as the employee's original position. An employee will also have the right to return to a vacant position in the same classification as the employee's original position during this trial probation period if the employee wishes to do so. An employee awarded a position within the same classification will serve a trial probation period of 15 working days in the new position. If the employer determines that the employee's performance in the new position is unsatisfactory, the employer will have the right to reassign the employee to a vacant position in the same classification as the employee's original position. An employee will also have the right to return to a vacant position in the same classification as the employee's original position during this trial probation period if the employee wishes to do so.

Section 14. Emergency School Closings: If school starts late or is closed early due to inclement weather or other emergency situations, employees will be paid for their normal work assignment for that day. On such days, the work assignment will be determined by the immediate supervisor.

In the event school is cancelled due to inclement weather or other emergency situations, employees will be paid for up to three days, per school year, for their normal work assignment. This provision will apply for full days only when school has been cancelled prior to the opening of the normal school day.

The superintendent reserves the right to require that employees report to work for any school closing. Employees will receive their normal compensation for that day and no additional compensation.

In the event an employee was scheduled to take a single sick day, personal leave day, or bereavement day that coincides with an emergency school closing day, the employee will not be charged for their scheduled sick day, personal leave day, or bereavement day. If the employee was scheduled to take a series (two or more) of connected sick days, personal leave days, or bereavement leave days and one of those connected days falls on the emergency school closing day, the employee will be charged for the day(s) that coincides with the emergency school closing day(s).

The School District will make every effort to communicate a decision to cancel school by 5:30 a.m. the morning of. In the event that an employee is in route to school, or already at school, prior to the district declaring an emergency school closing due to inclement weather, said employee will be credited 2 hours in addition to their regularly scheduled hours. Should these hours exceed 40 hours in a week, the employee will be paid overtime pay.

In order to be eligible for the 2 hours of additional pay, the employee's schedule shift start time must be 6:30 a.m. or earlier. If an employee's scheduled shift start time is after 6:30 they don't qualify unless previously approved by management from the Nutrition office.

It is the employee's responsibility to check text messages, voicemails, and/or emails from the District in regards to emergency school closings, especially when there is a possibility due to predicted weather conditions.

Section 15. Retirement Savings Plan: The school district will match the contribution of an eligible employee according to the following schedule towards an approved 403(b) retirement savings plan. The plan must meet the school district's guidelines for approval. These contributions will be paid annually (pay periods during the school nutrition employee's contract year).

Subd. 1. District Annual Match: The school district's match of an eligible employee's contribution will be the amount listed below. The school district's match is applicable only for eligible employee contributions made towards the school district's approved 403(b) plan.

Employees Whose Service Began on or After July 1, 1998 Employees are eligible immediately upon hire.	Maximum District Annual Match Amount $570
Employees Whose Service Began Before July 1, 1998	Maximum District Annual Match Amount $220*(˜$11.58 per paycheck)

*****Employees may choose to defer more than the district annual match amount. Federal law determines the maximum amount an individual can contribute annually.

Section 16. Retirement Incentive Pay:

Subd. 1. Eligibility: Full-time employees who have completed at least 15 years of continuous employment service, in any capacity with the school district and who are at least 50 years of age will be eligible for retirement incentive pay pursuant to the provisions of this section upon submission of a written resignation accepted by the school board.

Subd. 2. Exclusion: This section will apply only to employees whose service has been full-time as defined by this Agreement and whose service began on or prior to July 1, 1998. For school nutrition employees whose employment began after this date, the provisions of this section will not be applicable.

Subd. 3. Calculation of Benefit: An employee will be eligible to receive as incentive pay upon retirement, the amount obtained by multiplying 50% of unused number of sick leave days, but in any event not to exceed 75 days, times their daily rate of pay.

Subd. 4. Determination of Daily Rate: In applying these provisions, an employee's daily rate of pay will be the basic daily rate at the time of retirement, as provided in the basic salary schedule for the basic school year, and will not include any additional compensation.

Subd. 5. Payment Schedule 50-54: A school nutrition employee who retires at age 50-54 will receive their incentive pay on July 20 if their birth date is between January 1 and June 30 in the year they reach age 55. If their birth date is between July 1 and December 31, they will receive their incentive pay on January 20 of the following year.

Subd. 6. Payment Schedule 55 and over: Incentive pay for retirement at or after age 55 will be paid by the school district on July 20 of the same year if the retirement date is between January 1 and June 30. If the retirement date is between July 1 and December 31, it will require payment on January 20 of the following year.

Subd. 7. Exceptions: Incentive pay will not be granted to any employee who is discharged by the school district.

Section 17. Job Elimination: In the event of job elimination requiring layoff, employee(s) terminated will be at the discretion of the program director based on performance and programmatic needs of the system.

Section 18. Substituting at Other Locations: Employees that agree to work at a site other than their regular site will be paid an additional $3.00/hour for all work done at the temporary location. Managers and assistant managers may be moved as needed. The District will collaborate with OSNA to ensure an equitable process.

Section 19. Training Pay: Managers assigned to train new employees will receive an additional $1.00 per hour for all hours spent providing training as determined by nutrition services leadership.

Section 20: Month of August Work Expectations:

Subd. 1. Four (4) weeks prior to the beginning of the school year: Managers are to check their emails, voicemails, and text messages once daily (Monday – Friday) and are expected to respond to any district communications within a 24-hour period. Managers will be compensated for two (2) hours of work for the week.

Subd. 2. Three (3) weeks prior to the beginning of the school year: Managers are to check their emails, voicemails, and text messages once daily (Monday – Friday) and are expected to respond to any district communications within a 24-hour period. Managers will be compensated for two (2) hours of work for the week.

Subd. 3. Two (2) weeks prior to the beginning of the school year: Managers are to check their emails, voicemails, and text messages once daily (Monday – Friday) and are expected to respond to any district communications within a 24-hour period. Managers will attend the back-to-school manager meeting (generally 3 hours or less) as well as spend time completing any necessary tasks to be ready for the first day of school. Managers will be compensated for eight (8) hours of work for the week.

Subd. 4. One (1) week prior to the beginning of the school year: Managers are to check their emails, voicemails, and text messages once daily (Monday – Friday) and are expected to respond to any district communications within a 24-hour period. Managers are to conduct their site back to school meeting with their staff as well as spend time completing any necessary tasks to be ready for the first day of school. Managers will be compensated for twelve (12) hours of work for the week.

If a manager is working a nutrition summer program during subd. 1 or 2 above, they will not receive the 2 hours of pay in addition to the summer pay because the expectation to respond to district emails is already in place due to the nature of their job.

In the event that a manager has a vacation planned or will be unavailable due to internet connectivity to check their voicemails, texts, and emails daily as outlined above, the manager should connect with their immediate supervisor to make other arrangements as necessary.

The back-to-school manager meeting date indicated in subd. 3 above, will be communicated by the end of the previous school year for planning purposes.

If a manager needs more than the time allotted in Subd. 1-4 above, they should contact their direct supervisor. Extra time may be granted as agreed upon.

ARTICLE 7
GROUP BENEFITS/INSURANCE

Section 1. Health and Hospitalization Insurance for Full-Time Employees (employees scheduled to work 32 or more hours weekly): The selection of insurance carriers and policies will be made by the school district.

Subd. 1. Basic Group Health and Hospitalization Plans:

The district will contribute up to the following amounts towards the district's group health insurance premiums for each full-time employee. Any portion of the premium that exceeds the district contribution will be paid by the employee and paid by payroll deduction.

Effective July 1, 2026

	Single	Employee +1	Family
High*	$621.58	$966.64	$1,548.73
Value	$855.44	$1,330.33	$2,131.42
HSA Plan	$686.97	$1,376.88	$2,204.34

Effective July 1, 2027

High*	$621.58	$966.64	$1,548.73
Value	$898.21	$1,396.85	$2,237.99
HSA Plan	$721.32	$1,445.72	$2,314.56

*The High Plan is no longer available for new enrollment. All existing members of the High Plan will continue to receive the district contribution to the High Plan health insurance as indicated in the table above.

Subd. 2: High Deductible Health Plan (HSA Plan) - Contributions to Health Savings Accounts

As recommended by the School District Insurance Advisory Committee, those employees participating in the HSA compatible health plan shall receive the following contributions to a qualifying health savings account (HSA). Contributions will only be made to a district approved HSA depository.

- Single HSA Coverage: $200 per month
- Employee+1 Coverage: $400 per month
- Family Coverage: $400 per month

Subd. 3. Married Couples in District with Family Coverage: When an employee and their spouse are both employed by the school district and are eligible for the school district's group health and hospitalization plan, and both employees enroll in the same hospitalization plan, the full premium will be paid by the school district.

Subd. 4. Group Term Life Insurance: The school district will pay the premium for group term life insurance for all full-time employees employed by the school district who qualify for and enroll in the existing group term life insurance plan of the school district. Full-time employees who qualify and enroll will be covered by group term life insurance in the amount of $50,000. Part-time employees who qualify and enroll will be covered by group term-life insurance at $20,000.

Subd. 5. Supplemental Group Term Life Insurance: Full-time School Nutrition employees will have the option, subject to the conditions established by the School Board's carrier, for group term life insurance as provided in Subd. 4, to purchase supplemental group term life insurance in the amounts of $50,000, $75,000, $100,000, $125,000 or $150,000, not to exceed 3x annual salary.

The cost of the supplemental coverage will be paid by the employee and paid by payroll deduction.

Subd. 6. Long-Term Disability Income Protection: The school district will pay the premium for employee coverage in the existing long-term disability income protection plan of the school district for all full-time employees employed by the school district who qualify for and enroll in such coverage. This coverage will apply to base annual salary.

Subd. 7. Dental Insurance:

a) Single Coverage: The school district will pay up to $28.00 per month for individual coverage for each full-time school nutrition employee who qualifies for and enrolls in the school district's group dental insurance plan.

b) Family Coverage: The premium cost of the family/dependent coverage for each full-time school nutrition employee who qualifies for and enrolls in the school district's group dental insurance plan and who qualifies for family/dependent coverage will be paid in total by the school nutrition employee, minus the district contribution for single coverage detailed above, and paid by payroll deduction. Whether the school district offers family/dependent coverage is subject to the conditions as established by the carriers.

Section 2. Health and Hospitalization Insurance for Part-Time Employees (employees scheduled to work 30 hours but less than 32 hours weekly): The selection of insurance carriers and policies will be made by the school board.

Subd. 1. Basic Group Health and Hospitalization Plans:

Effective July 1, 2026

	Single	Employee +1	Family
High*	$597.43	$597.43	$597.43
Value	$838.66	$838.66	$838.66
HSA Plan	$654.33	$1,349.50	$2,160.52

Effective July 1, 2027

High*	$597.43	$597.43	$597.43
Value	$880.59	$880.59	$880.59
HSA Plan	$687.05	$1,416.98	$2,268.55

*The High Plan is no longer available for new enrollment. All existing members of the High Plan will continue to receive the district contribution to the High Plan health insurance as indicated in the table above.

Subd. 2. High Deductible Health Plan (HSA Plan) - Contributions to Health Savings Accounts:

As recommended by the School District Insurance Advisory Committee, those employees participating in the HSA compatible health plan shall receive the following contributions to a qualifying health savings account (HSA). Contributions will only be made to a district approved HSA depository.

- Single HSA Coverage: $200 per month
- Employee+1 Coverage: $400 per month
- Family Coverage: $400 per month

Subd. 3. Participants who enroll in the high deductible plan will receive the HSA contributions in equal installments consistent with the payroll cycle. Contributions for July and August will be made at the same time as the September contribution. In the event of hardship, the parties agree to meet and confer to discuss alternatives to the contribution timelines.

Subd. 4. The school district will pay the cost of the administration of the plan and the cost of the trustee.

Section 3. Enrollment: All employees qualifying will enroll for such coverages in accordance with the procedures established by the school Bboard. Effective 2012-2013, employees will be allowed to waive health coverage in the district's health plan upon sufficient proof that the employee has obtained group health coverage through another source (e.g., a spouse). The human resources department shall determine the basis for sufficient documentation of group coverage from another source. The district retains the right to re-examine waiver of health coverage on a year-to-year basis. If an employee waives health coverage under this section, the employee will not receive any district contribution for health insurance benefits.

Section 4. Claims Against the School District: It is understood that the school board's obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim will be made against the school board as a result of a denial of insurance benefits by an insurance carrier.

Section 5. Duration of Insurance Contribution: An employee is eligible for school board contributions as provided in this article as long as the employee is employed by the school board. Upon termination of employment, all school board participation and contribution will cease effective on the last working day of the month in which employment terminates.

Section 6. Insurance Program Eligibility in the Event of Retirement: An employee who retires is eligible to participate in the health/hospitalization plan upon retirement per Minnesota statute, but must pay the entire premium for the plan selected. The right to continue participation in such plan, however, will be in accordance with conditions of the carrier and/or until they qualify for coverage under another program.

Section 7. Section 125 (Flexible Spending) Plan: The school district will provide a section 125 plan under the Internal Revenue Code for all employees.

Subd. 1. Description: The section 125 (flexible spending) plan will be available to both active and retired staff. The section 125 offered by the school district is a plan established to provide a way to save money on costs for medical and dependent care expenses. The three components allow payment for health insurance premiums, certain out-of-pocket health care expenses, and dependent care expenses with pre-tax dollars. It is a salary reduction plan permitting participants to choose among more than one benefit. It is classified as a "cafeteria plan" for federal income tax purposes.

The plan year will be determined by the school board. There are three components to the plan:

1. District-provided health insurance premium deduction with pre-tax dollars
2. Dependent care reimbursement account
3. Medical expense reimbursement account

ARTICLE 8
TIME OFF WITH PAY

Section 1. Sick Hours: School nutrition employees are entitled to use accrued sick hours in accordance with Minnesota State law and the district's Earned Sick and Safe Time (ESST) policy. See the definition of "family member" and usage under the policy. The ESST policy is subject to change in accordance with state law.

Subd. 1. Earn and Accumulation: All school nutrition employees will accrue sick hours at the rate of one day per month of employment for a total of nine (9) days annually. An employee's day will be based on their weekly scheduled hours. Sick hours are pro-rated for employees who work less than a full school year. Unused sick hours may accumulate to an unlimited number of hours per employee. Such accrual will be non-retroactive. If an employee is discontinued and has used more sick leave than entitled to, such excess amount will be deducted from the last paycheck.

Subd. 2. Use: Sick hours will be allowed during the school year and during summer employment in accordance with the School District's Earned Sick and Safe Time (ESST) policy and Minnesota State law. Employees will be entitled to request sick leave in 15-minute increments.

Subd. 3. Medical Verification: If there is a question as to the eligibility of an employee for sick time, the School District reserves the right to verify the illness in accordance with Minnesota ESST law.

Subd. 4. Accrual Deduction: Sick hours used will be deducted from sick hours accrued by the school nutrition employee.

Subd. 5. Approval: Sick hours will be approved in accordance with the district's ESST policy and subject to available balance.

Subd. 6. Payroll Deduction: Any hours used in excess of the number of hours accrued will be deducted from the employee's wages for the pay period during which the absence not covered by sick hours occurred and will be subject to disciplinary action up to termination of employment.

Section 2. Personal Hours: A School nutrition employee will earn personal hours at a rate of one day per year, accumulative to five days. An employee's day will be based on their weekly scheduled hours. Unused personal hours are not paid out upon an employee's separation of employment with the District. Personal leave shall only be used in full or half-day increments.

Subd. 1. Requests: Requests for personal hours must be entered into the Absence Management System, and follow school and site program procedures, at least three days in advance, except in the event of emergencies. This day will not be deducted from sick hours.

Subd. 2. Limit: At no time will more than 3 employees covered by this agreement be granted use of personal hours on the same date. Requests to use personal hours may be denied once the limit has been met.

Subd. 3. Exclusion: Personal hours will not be granted for the first and last week of the school year, except in cases of emergency.

Subd. 4. Deduction: Employees may choose to use accrued paid personal hours if their sick hours accrual has been exhausted. If an employee chooses to use accrued personal hours as paid time for an illness, the employee must submit the request in the Absence Management system and follow school and site procedures. An exception will be made to the requirement for three days' notice for use of accrued personal hours in the event of a personal or family illness only when all accrued sick hours have been exhausted.

Section 3. Bereavement Leave:

Subd. 1. Use: In accordance with the ESST policy, sick hours and personal hours may be used for an employee's need to make arrangements for, or attend, funeral services or a memorial, or address financial or legal matters that arise. If all accrued time (ESST (sick hours) and personal hours) are exhausted and additional unpaid time is needed for bereavement, employees may request a short-term leave from Human Resources.

Section 4. Jury Duty: An employee summoned to jury duty will be granted time off with pay.

Subd. 1. Notice to School District: Employees who receive a summons are to call and/or email the Human Resources Attendance Specialist and their supervisor immediately to notify them of the proposed dates of service.

Subd. 2. Commencement of Leave: Employees on-call for jury duty will need to report to work until they are summoned to appear for jury duty. Failure to do so will result in a deduction of pay for the days of work missed.

Subd. 3. Pay: Employees will have no loss of pay as a result of jury duty if the provisions of Subd. 1 and 2 are met.

Section 5. Absences Due to Work Related Injury:

Subd. 1. Utilization of Sick Hours During Absences Covered by Workers' Compensation and/or Long-Term Disability:

a) An employee who is absent from work as a result of a compensable injury incurred in the service of the School District under the provisions of the Workers' Compensation Act, or an absence covered by the School District's Long Term Disability (LTD) policy may use

accrued ESST (sick hours) or personal hours to cover the difference between the compensation received by the employee pursuant to the Workers' Compensation Act and/or LTD and the employee's actual rate of pay.

b) A deduction will be made from the employee's accrued time off with pay according to the pro rata portion of hours used to supplement Workers' Compensation and/or LTD payments.

c) Such payment will be permitted only during the period of disability.

d) In no event will the additional compensation paid to the employee by virtue of time off with pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the base compensation of the employee.

e) An employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act who elects to receive time off with pay pursuant to this policy, will submit the Workers' Compensation check endorsed to the School District prior to receiving payment from the School District for this absence.

Section 6. Unexcused Absences: Employees who are absent without available time off with pay, have exhausted their leave options, and are not on an approved leave (with the exception of emergencies) may be subject to discipline, up to and including discharge from employment.

ARTICLE 9
LEAVES OF ABSENCES

Section 1. Medical Leave:

Subd. 1. Purpose: An employee, upon request, may be granted a medical leave of absence according to the procedures outlined in this section. This leave will be granted in the event an employee needs to care for their own medical needs, or the needs of a qualifying family member as defined by state and federal provisions.

Subd. 2. Request: Requests for medical leave should be made as soon as the employee is aware of the need for a leave of absence. A leave of absence request should be completed as well as supporting medical documentation of the need.

Subd. 3. Duration: Leave may be granted for a period of time up to one year and runs concurrently with other applicable leaves which may include but is not limited to: a contractual long-term leave and Family Medical Leave Act (FMLA) leave. If additional leave is needed beyond one year, staff will need to contact Human Resources to place a request; however, additional leave is not guaranteed. Medical Leave may be taken intermittently.

Subd. 4. Approval of Leave: If the employee complies with all the provisions of this section and a medical leave is granted by the School District, the School District will notify the employee in writing of its action.

Subd. 5. Time off with Pay Accrual: An employee on leave will retain accrued time off with pay as of the beginning date of the leave. No additional time off with pay will accrue during the period the employee is on leave.

Subd. 6. Reinstatement: An employee returning from medical leave will be re-employed in the position occupied prior to the leave, or a comparable position, subject to state or federal job protections.

An employee returning from medical leave without state or federal job protections may be re-employed in the position occupied prior to the leave, or a comparable position, based on position availability and ability to perform job duties.

Subd. 7. Failure to Return: Failure of the employee to return pursuant to the date determined in this section may constitute grounds for termination in the School District.

Subd. 8. Salary: An employee is able to use available personal hours through the duration of their medical leave. Sick hours will be used in accordance with the district's ESST policy. If an employee receives payment from a Minnesota Paid Leave, the employee will have the option to use available sick or personal hours, to supplement their pay. If no time off with pay is available, the parties further agree that any medical leave of absence granted under this section will be a leave without pay.

Section 2. Child Care/Adoption/Foster Care Leave:

Subd. 1. Purpose: An employee, upon request, may be granted a leave for the purpose of childcare of their newborn child, for the adoption of a child, or foster care of a child. The employee will be required to concurrently take applicable leaves in concurrence with state and federal laws, including, but not limited to, the Family Medical Leave Act (FMLA), MN Parental Leave, and contractual Long-Term Leave. Employees may be granted partial or intermittent leaves of absence appropriate to the job assignment if agreed to by Human Resources. The District agrees to adhere to all applicable state and federal laws.

Subd. 2. Request: An employee making application for childcare leave will inform Human Resources in writing of the intention to take the leave at least three (3) calendar months before the commencement of the intended leave. For an adoption or foster care leave, the employee will inform Human Resources in writing at the earliest opportunity of the intention to take the leave. The District agrees to adhere to all applicable state and federal laws.

Subd. 3. Date of Leave: The effective beginning date of a childcare/adoption/foster care leave and its duration will be determined by mutual consent between the employee and Human Resources. In determining the date of the commencement and duration of the leave, Human Resources will review each case on its individual merits taking into consideration the following:

a) Applicable state and federal law
b) The request of the employee
c) The specific employment duties of the employee involved
d) The health and welfare of the employee or unborn, adopted, or foster child

e) The recommendation of the employee's licensed physician

Subd. 4. Duration: In making a determination under subd. 3 concerning the commencement and duration of a childcare/adoption/foster care leave of absence the School District may, but will not in any event be required to:

a) Grant any leave more than 12 months in duration.

b) Permit the employee to return to employment prior to the date designated in the request for a childcare/adoption/foster care leave, unless by mutual agreement of the employee and the School District.

Subd. 5. Approval of Leave: If the employee complies with all provisions of this section and a childcare/adoption/foster care leave is granted by the School District, the School District will notify the employee in writing of its action.

Subd. 6. Termination of Leave: Interruption of pregnancy will terminate the childcare leave. Human Resources may require in all cases at least 14 days' notice to return.

Subd. 7. Reinstatement: An employee returning from childcare/adoption/foster care leave on the agreed upon date will be re-employed in the position occupied prior to the leave, subject to the following conditions:

a) That the position has not been abolished
b) That the employee is not physically or mentally disabled from performing the duties of such position
c) Subject to state and federal job protections

Subd. 8. Failure to Return: Failure of the employee to return pursuant to the date determined in this section may constitute grounds for termination in the School District.

Subd. 9. Salary: An employee is able to use available personal hours through the duration of their leave. Sick hours will be used in accordance with the District's ESST policy. If an employee receives payment from a Minnesota Paid Leave, the employee will have the option to use available sick or personal hours to supplement their pay. If no time off with pay is available, the parties further agree that any leave of absence granted under this section will be a leave without pay.

Subd. 10. Experience Credit: An employee who returns from childcare leave within the provisions of this section will 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 will not accrue additional experience credit for pay purposes or leave time during the period of absence for childcare/adoption/foster care leave.

Section 3. Long-Term Leave:

Subd. 1. Eligibility: School nutrition employees who have a minimum of three years of experience in the School District may be granted an unpaid leave of absence once every five (5) years.

Requests for additional long-term leaves may be made at the discretion of Human Resources based on extenuating circumstances.

Subd. 2. Purpose: Consideration for granting long-term leaves may be given for health reasons (self or family), family reasons, education purposes, election to political office, approved travel or retraining (career change). Additional leaves may be granted at the discretion of Human Resources.

Subd. 3. Requests: Requests for leave must be made at least 30 days prior to the start of the leave, except in emergencies, and submitted to Human Resources for approval. The number of staff on approved long-term leave at any given time will not exceed two percent (2%) of the total school nutrition staff.

Subd. 4. Duration: Leave may be granted for a period of time up to one year. Leaves for holding political office may be granted up to two years. A staff member returning from a political office leave may be placed in a comparable position. If additional leave is needed beyond two years, staff will need to contact Human Resources to place a request; however, additional leave is not guaranteed.

Subd. 5. Verification: If the leave is for health purposes, a doctor's statement indicating the reason must be included with the request for long-term leave. If the leave is for educational purposes, a statement of acceptance into a full-time education program must be included with the request for long-term leave.

Subd. 6. Time off with Pay Accrual: A School Nutrition employee on approved leave will retain accrued time off with pay as of the beginning date of the leave. No time off with pay will accrue during the period the School Nutrition employee is on leave.

Subd. 7. Notification to Return: A school nutrition employee on long-term leave will be notified of the position and specified date of return by Human Resources according to the following schedule:

a) When the return date of said leave is intended to coincide with the opening of school, notification will be given by April 1 of the preceding year.

b) When the return date falls at any other time during the school year, notification will be given at least 30 days prior to the specified return date.

Subd. 8. Failure to Return: The School Nutrition employee will lose all re-employment rights if the School Nutrition employee refuses or fails to return on the agreed upon date or notify the School District of their intention to return within ten (10) days of this notification.

Subd. 9. Reinstatement: An employee returning from long-term leave may be re-employed in a comparable position, subject to position availability and ability to perform duties.

Section 4. Religious Leave:

Subd. 1. Use: School nutrition employees may be granted up to three days of religious leave. School nutrition employees must make application, including a brief statement of the request, to human resources at least three days prior to the religious leave. Human Resources will notify the employee's supervisor to make the necessary arrangements. An employee may utilize provisions outlined in Article 8 Section 1 Sick Hours or Article 8 Section 2 Personal Hours, if so desired. If the employee chooses none of the options as outlined herein, the leave will be granted with full loss of pay. If additional time is needed, the employee may request short-term leave.

Section 5. Short-Term Leave (10 Days or Less): School nutrition employees may apply for a short-term leave of absence.

Subd. 1. Salary: Short-term leave will be without pay.

Subd. 2. Duration: Short-term leave may be granted for not more than 10 working days per contract year.

Subd. 3. Requests: Requests for short-term leave will be made five workdays in advance except in the case of emergencies. No request will be approved until all personal hours have been exhausted. Any requests for short-term leave in excess of the contractual limit will require documentation for Human Resources, and may not be approved.

Subd. 4. Approval: Short-term leave is up to Human Resources and the department of School Nutrition and may be limited based on business needs. If a request for short-term leave is denied, Human Resources will provide a written explanation for the denial to the employee within 5 working days.

Subd. 5. Limit: At no time will more than three (3) employees covered by this Agreement be granted a short-term leave on the same date.

Section 6. Union Leave: Beginning July 1, 2027, Osseo School Nutrition Association shall be granted 50 hours leave per contract year to conduct the business of the union. If used, the union president will designate these hours. Request for such leave will be made to Human Resources at least three days in advance.

Section 7. Eligibility for Leaves and Absences: Only employees who are assigned for the full school term or year are eligible for leave and absence benefits.

ARTICLE 10
GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" will mean an allegation by an employee of the Osseo School Nutrition Association regarding in a dispute or disagreement between the employee(s) 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 employee, supervisor, or school district may be represented during any step of the procedure by a member or agent of the designated unit to act on the employee's 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 will refer to working days. A working day is defined as all weekdays not designated as holidays by state law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run will not be included. The last day of the period so computed will 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 will be timely if it bears a postmark of the United States mail within the time period.

Section 4. Time Limitation and Waiver: Grievances will not be valid for consideration unless the grievance is submitted in writing to the school board's designee, setting forth the facts and the specific provision of the agreement allegedly violated and the particular relief sought within 20 days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period will be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided will constitute a waiver of the grievance. An effort will first be made to adjust an alleged grievance informally between the employee and the school board's designee.

Section 5. Adjustment of Grievance: The school board and the employee will attempt to adjust all grievances which may arise during the course of employment of any employee within the school district in the following manner:

Subd. 1. Informal Discussions: Before a written grievance is submitted, informal discussions will take place between the aggrieved party, the principal or supervisor. Through these discussions, the parties will attempt to resolve the problem.

Subd. 2. Level 1: If the grievance is not resolved through informal discussions, the aggrieved party may submit the grievance in writing to human resources. Human resources will give a written decision on the grievance to the parties involved within five days after receipt of the written grievance.

Subd. 3. Level 2: In the event the grievance is not resolved in Level 1, the decision rendered may be appealed to the superintendent, provided such appeal is made in writing within five days after receipt of the decision in Level 1.

If a grievance is properly appealed to the superintendent, the superintendent or designee will set a time to meet regarding the grievance within 15 days after receipt of the appeal. Within 10 days after the meeting, the superintendent or designee will issue a decision in writing to the parties involved.

Subd. 4. Level 3: In the event the grievance is not resolved in Level 2, the decision rendered may be appealed to the school board, provided such appeal is made in writing within five days after receipt of the decision in Level 2.

If a grievance is properly appealed to the school board, the school board will set a time to hear the grievance within 20 days after receipt of the appeal. Within 20 days after the meeting, the school board, will issue its decision in writing to the parties involved. At the option of the school board, a committee or representative(s) of the school board may be designated by the school board to hear the appeal at this level, and report its findings and recommendations to the school board. The school board will then render its decision.

Section 6. School Board Review: The school board reserves the right to review any decision issued under Level 1 or Level 2 of this procedure provided the school board or its representative notify the parties of its intention to review within 10 days after the decision has been rendered. In the event the school board reviews a grievance under this section, the school board reserves the right to reverse or modify such decision.

Section 7. Denial of Grievance: Failure by the school board or its representative to issue a decision within the time periods provided herein will constitute a denial of the grievance and the employee may appeal it to the next level.

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

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the Office of the Superintendent within 10 days following the decision in Level 3 of the grievance procedure.

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

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties will, within 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 BMS to appoint an arbitrator, pursuant to PELRA, providing such request is made within 20 days after request for arbitration. The request will ask that the appointment be made within 30 days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the BMS within the time periods provided herein will constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

a) Material Request: Upon appointment of the arbitrator, the appealing party will within five days after notice of appointment, forward to the arbitrator, with a copy to the School Board, the submission of the grievance which will include the following:

(1) The issues involved
(2) Statement of the facts
(3) Position of the grievant
(4) The written documents relating to section 5, article 9 of the grievance procedure

b) The school board may make a similar submission of information relating to the grievance either before or at the time of the hearing.

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

Subd. 6. Decision: The decision by the arbitrator will be rendered within 30 days after the close of the hearing. Decisions by the arbitrator in cases properly before them will be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided for in PELRA.

Subd. 7. Expenses: Each party will bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording will be made of the hearing at the request of either party.

The parties will share, equally, fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 8. Jurisdiction: The arbitrator will 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 will not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor will an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor will the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which will 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 will 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.

ARTICLE 11

DURATION

Section 1. Term and Reopening Negotiations: This Agreement will run from July 1, 2026, through June 30, 2028, and thereafter in accordance with the provisions of PELRA. If either party desires to modify or amend this agreement it will give written notice of such intent no later than May 1, 2028. Unless otherwise mutually agreed, the parties will not commence negotiations more than 90 days prior to the expiration of this agreement.

Section 2. Effect: This agreement constitutes the full and complete agreement between the school board and the school nutrition employees of Independent School District 279. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to the current term of this agreement, whether or not referred to in this agreement, will not be open for negotiation during the term of this agreement.

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

MEMORANDUM OF UNDERSTANDING
between
OSSEO AREA SCHOOLS (ISD 279)
and
OSSEO SCHOOL NUTRITION ASSOCIATION

TOPIC: Retirement Incentive Severance Pay

EFFECTIVE DATES: July 1, 2024 – June 30, 2026

AGREEMENT:

Subject to the limitations listed below, the School District will contribute severance pay to eligible employees as follows:

Post-Retirement Health Reimbursement Arrangement – 100% of Pay

All School District payments will be made according to the timeline and payment schedule as provided in the Terms and Conditions of Employment. This is the full and complete agreement of the parties on this issue. There are no other oral or implied agreements. This agreement does not set any precedent for any future issue.