


**Independent School District 284**
**Wayzata, Minnesota**

**and the**

**Service Employees International Union Local 284**

# AGREEMENT

**Regarding Terms and Conditions of Employment for**
**Wayzata Cafés Employees**

**July 1, 2024 through June 30, 2027**

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# Agreement

This Agreement is made and entered into by and between INDEPENDENT SCHOOL DISTRICT NO. 284, Wayzata, Minnesota, hereinafter referred to as the "Employer," and SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 284, hereinafter referred to as the "Union."

# Article I
## Purpose

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

# Article II
## Recognition and Dues Check-off

### Section 2.1 • Recognition

The Employer hereby recognizes the Union as the exclusive representative for the purpose of negotiating terms and conditions of employment for all Wayzata Cafés Employees employed by the Employer who are employed at least the lesser of 14 hours or thirty-five percent of the normal work week in the bargaining unit and more than 67 work days per year, excluding supervisory employees, confidential employees, and all other employees.

### Section 2.2 • Dues Check-Off

The Employer agrees to deduct dues for membership in the Union, and to forward such dues to the Union, for any individual employee who has authorized such dues check-off. Such dues shall be remitted to the Union monthly.

The deduction authorization notice from the Union will include certification from the Union that the Union has and will maintain a valid authorization from the employee for whom deductions will be made. The District may require a copy of the valid authorization form only if a dispute arises about the existence or terms of the authorization. The dues and/or political action committee deduction(s) authorization remains in effect until the District receives notice from the Union that an employee has changed or cancelled their authorization(s) in writing in accordance with the terms of the original authorizing document(s).

The Employer will deduct dues for membership commencing on the first payroll issued fifteen (15) or more days after the dues check-off authorization form is filed with the payroll officer. An individual employees may revoke the dues authorization in accordance with the terms of the dues check-off authorization executed by the employee. Individual employees who have authorized such dues check-off waive all

rights and claim for such monies and relieve the Employer and all its officers and agents from any liability, therefore.

### Section 2.3 • Union Membership

The Employer recognizes the principle of collective bargaining and will not discriminate against any employee because he or she is or is not a member of the Union.

### Section 2.4 • Labor Management Meetings

Wayzata Cafes and Wayzata Public Schools agree to meet regularly to impart information which affects the employer and employees and discuss issues/concerns/suggestions which may arise, including issues of safety, during the terms of this contract.

### Section 2.5 • Union Information

Within ten (10) calendar days of date of hire, the District shall provide the following contact information to the Union, name, job title, worksite location, home address, phone numbers on file with the district, date of hire, email addresses, wage, number of hours normally scheduled to work each day, and number of duty days in the year. Every 120 calendar days the District shall make available to the Union, upon their request, a complete bargaining unit list of employees including this same information.

### Section 2.6 • Union Orientation

The District will allow a Union designated representative to meet in person with newly hired employees for thirty minutes within thirty calendar days from the date of hire, during new employee orientations or (if the District does not conduct new employee orientations) at individual or group meetings. All employees participating in these meetings will be in pay status. Meetings may be held virtually or for longer than 30 minutes only by mutual agreement of the District and the Union.

# Article III
## Probationary Period and Conditions of Employment

### Section 3.1 • Probationary Period

Each new employee shall serve a probationary period of seventy (70) work days of continuous service. The Employer may terminate a probationary employee without specifying any cause and without recourse to the grievance procedure. After an employee has completed the probationary period, the Employer may discipline or discharge such employee for just cause.

### Section 3.2 • Probationary Period (Promotion)

An employee promoted to a higher classified position shall be on probation for seventy (70) work days during which period the Employer shall have the right to return the employee to an equivalent position. The employee will be provided a mid-probation period review. Prior to a decision to remove an employee from a promotional position, the employee will be given feedback and an opportunity for improvement.

### Section 3.3 • Physical Examination

All employees shall be required to take and pass physical examinations as may be required by the Employer and by law as a condition of employment. The purpose of the physical examination shall be to protect and promote the health of the pupils and fellow employees and shall not be used in any way to discriminate against the employee.

### Section 3.4 • Termination of Employment

A minimum of two (2) weeks written notice to the Director of Wayzata Cafés shall be required from an employee before termination of employment. A minimum of two (2) weeks notice shall also be given the employee by the Employer before lay-off.

### Section 3.5 • 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 will normally be taken in the following order, except in cases of serious misconduct:

1. Oral reprimand which shall be accompanied by a written notation indicating the date issued and shall be maintained in the employee's file.
2. Written reprimand
3. Suspension without pay
4. Discharge

Employees who are subject to the above actions shall have the right to have union representation, if desired, at any meetings with the district's representative(s), and the right to the grievance procedure. Notices of disciplinary action shall be presented to employees and signed and dated. An employee's signature is for the sole purpose of recording that the employee has read the notice.

### Section 3.6 • Personnel Files

An employee's personnel file shall be maintained, made accessible, and destroyed in accordance with Minnesota Statutes. An employee shall be supplied with copies of any written disciplinary notices placed in the employee's file and be allowed to attach a written reply to the notice.

# Article IV
## Compensation

### Section 4.1 • Wage Rates

The following wage rates shall be applicable to employees covered by this agreement. Pay changes will occur as of July 1 of each year. For employees hired after January 1, longevity increment will be paid on July 1 following their seniority.

| Classification | 2024-25 | 2025-26 | 2026-27 |
|---|---|---|---|
| Wayzata Cafés Assistant | $22.14 | $23.03 | $24.18 |
| Elementary Manager/MS Assistant Mgr.** | $24.66 | $25.65 | $26.93 |
| MS Mgr./HS Asst. Mgr./NW&GW Mgr.** | $28.05 | $29.17 | $30.63 |
| Wayzata Cafés Unit Coordinator** | $31.76 | $33.03 | $34.68 |

** Elementary Manager; Secondary Assistant Manager; Middle School Manager; North Woods/Greenwood Manager and Wayzata Cafés Unit Coordinator: Employees in these three classifications will receive an additional one dollar ($1.00) per hour.

** The High School Wayzata Cafés Unit Coordinator will earn an additional two dollars ($2.00) per hour.

| **Longevity** | **2024-27** |
|---|---|
| after 5 years | $0.85 |
| after 8 years | $0.90 |
| after 10 years | $0.95 |
| after 12 years | $1.00 |
| after 15 years | $1.05 |
| after 20 years | $1.10 |
| after 25 years | $1.50 |

Longevity amounts are not cumulative.

High School Kitchen Differential: An employee assigned to work in the high school kitchen shall be paid a differential of $0.50 (fifty cents) per hour.

Lunch Count (non-high school) Differential: An employee assigned to work in a kitchen that produces and/or serves one thousand (1,000) or more lunches per day shall be paid a differential of $0.40 (forty cents) per hour. Eligible kitchens will be designated on an annual basis.

Elementary Manager; Secondary Assistant Manager; Middle School Manager; Wayzata Cafés Unit Coordinator Differential: An employee employed in one of these classifications who is not assigned to the high school kitchen or to a lunch count kitchen will receive a differential of $0.25 (twenty-five cents) per hour.

## Section 4.2 • Certification

For the 2024-2025 contract year, all current employees will remain at their current School Nutrition Association (SNA) certification level and pay rate as long as their certificate is active. No new SNA certifications or level changes for the 2024-2025 school year.

Starting the 2025-26 contract year, employees may complete designated school food service courses. The Director of Wayzata Cafés will define which courses shall fulfill this requirement. Employees will be paid their hourly rate of pay for completion of said course. These courses will be fully paid by the school district. Employees successfully completing said courses will receive a pay increase of one dollar and forty-five cents ($1.45) per hour.

The employer will pay the following on an annual basis for food service courses that are preapproved by the Director of Wayzata Cafés for food preparation workers:

| | |
|---|---|
| Wayzata Cafés Assistant: | $250.00 |
| Elementary Manager/MS Assistant Manager: | $325.00 |
| MS Manager/HS Assistant Manager/NW& GW Manager: | $375.00 |
| Wayzata Cafés Unit Coordinator: | $375.00 |

### Section 4.3 • Pay Procedures

All employees will be paid hourly from a time sheet approved by their supervisor and submitted to the Wayzata Cafés Department according to established schedules. All employees will be paid semi-monthly. (two (2) times per month).

### Section 4.4 • Temporary Assignments

If the Employer elects to temporarily replace an employee on an approved leave by reassignment of another member of the unit such reassigned employee shall continue to be paid at the established rate of pay. However, if the reassigned employee continues to assume a higher paying position for five (5) or more consecutive working days, the employee shall be paid retroactive to the first day of reassignment at the wage rate classification for the position the employee is temporarily replacing.

### Section 4.5 • Uniform Allowance

New employees shall be given one (1) new uniform: shirt, headwear and an apron upon employment with the District. All employees shall receive a new uniform when a new uniform change is required.

Employees shall be reimbursed up to two hundred and fifty dollars ($250.00) annually for uniforms. In order to receive reimbursement an employee must present a receipt for the purchase of uniforms to the Employer. Reimbursement will be made within ten (10) working days after presentation of the receipt to the Employer. Employees may be reimbursed for ready-made uniforms, uniform material, or shoes within the limits of this section.

If an employee voluntarily terminates employment with the Employer prior to January 1 of the first (1) year of employment, fifty percent (50%) of the amount reimbursed that contract year for the purchase of uniforms shall be deducted from the employee's last pay check. If an employee begins work after December 31, the employee will be eligible for reimbursement up to fifty dollars ($50.00) for the first (1) year of employment.

### Section 4.6 • Recruitment of Wayzata Cafés Staff

An employee will receive a bonus of one hundred dollars ($100) from the Employer for each new employee to the District that the employee recruits to work for Wayzata Cafés. The compensation will be provided after the recruited employee completes the probationary period set forth in Article III, Section 3.1.

# Article V
## Hours and Overtime

### Section 5.1 • Work Determination

Hours of work shall be determined and assigned by the Director of Wayzata Cafés.

### Section 5.2 • Definition of Full-time and Part-time

For the purpose of this Agreement full-time employees are those regularly assigned to thirty (30) hours or more per work week. Part-time employees are those regularly assigned to less than thirty (30) hours per work week.

## Section 5.3 • Overtime and Call In/Call Back Rates and Procedures

Work performed in excess of forty (40) hours per week shall be compensated at the rate of one and one-half (1.5) times the regular rate. The Employer may, at its option, grant an employee's request for compensatory time off in lieu of overtime pay, to the extent authorized by the Fair Labor Standards Act, as amended. The scheduling of any compensatory time off requested by an employee shall be subject to approval by the employee's supervisor.

Employees working before 6:00 am and after 3:00 pm Monday-Friday or anytime on Saturday-Sunday for District events will be paid an additional $1.00 an hour. Employees working District events must be on site and work a minimum of two hours. Employees completing less than two hours and wishing to leave may do so without the expectation of being paid the two hour minimum. The Director of Wayzata Cafés will determine District events and employees must have prior approval to work these events.

Extra pay does not apply to regularly scheduled meetings or professional development.

Extra hours/events shall be offered on a rotational basis to the employee(s) qualified to perform the work.

## Section 5.4 • Pay Procedures for Overtime and Call Back

The Employer shall pay for all overtime and call back worked during any given month in the following month provided the overtime is submitted properly, approved and is on record in the Administration Office by the first day of said month.

## Section 5.5 • Snow Days and Emergency Closings

An employee who is not given advance notice and who actually reports to work on a day when school is closed for reasons, other than inclement weather or mandate from the State, will be guaranteed work (or pay) for at least two (2) hours at double time rates, or actual hours worked at double time rates, whichever is greater.

If school is closed due to inclement weather or a mandate from the State, employees will receive full pay for the day and will not report for work. In the event the District re-schedules a make-up day, all employees will work the re-scheduled day without additional pay. For the make-up day, employees may opt to use an accrued personal day, in order to be paid. If employees do not work because school is closed due to an emergency not listed above, employees may deduct the day from their accumulated sick or personal leave or not be paid for the day.

When schools are closed due to an emergency (broken water main, no electricity) employees may be reassigned to other buildings. If an employee has a child in the impacted building, they may be excused from reassignment.

On days when some District schools are closed but others remain open Wayzata Cafés employees may be reassigned to those open buildings.

A manager may use up to two (2) paid MOU days per year (scheduled non-school days/at-home learning days) in which their kitchens/schools are closed. Hours may not incur overtime pay and may not be used on scheduled holidays.

### Section 5.6 • Break Procedures

Employees who work less than four (4) hours per day will not receive a break. Employees who work four (4) hours, but less than six (6) hours per day shall receive one fifteen (15) minute paid break. Employees who work six (6) or more hours daily, shall receive thirty (30) minutes of paid break.

# Article VI
## Holidays

### Section 6.1 • Holidays

Employees shall receive eight (8) paid holidays. Employees working summer hours will receive Juneteenth as a paid holiday if they were scheduled to work summer programs the week in which Juneteenth lands. Employees working bulk production days will receive Juneteenth as a paid holiday if they work 85% of the scheduled production days.

In order to be eligible for holiday pay, an employee must work the last regular work day immediately before the holiday and the first regular work day immediately following the holiday, unless the employee's absence qualified for leave with pay or if the leave without pay has been given prior approval by the Director of Wayzata Cafés. However, in no event shall payment for a holiday result in double pay for that day. Example: if an employee on approved disability leave is paid for the holiday out of disability pay, that employee shall not receive any payment from the District for the holiday.

These holidays will be set by the Employer each year, consistent with the school calendar. Effective July 1, 2024 through June 30, 2027 the paid holidays shall be listed as below (unless modified by the School Board at a later date). If the calendar is modified, the Employer will meet with the bargaining unit stewards to communicate the decision and will attempt to accommodate employee's prior commitments:

| **2024-2025** | **2025-2026** | **2026-2027** |
|---|---|---|
| *8 Holidays* | *8 Holidays* | *8 Holidays* |
| 1. November 28, 2024 | 1. November 27, 2025 | 1. November 26, 2026 |
| 2. November 29, 2024 | 2. November 28, 2025 | 2. November 27, 2026 |
| 3. December 25, 2024 | 3. December 25, 2025 | 3. December 25, 2026 |
| 4. January 1, 2025 | 4. January 1, 2026 | 4. January 1, 2027 |
| 5. January 20, 2025 | 5. January 19, 2026 | 5. January 18, 2027 |
| 6. February 17, 2025 | 6. February 16, 2026 | 6. February 15, 2027 |
| 7. April 1, 2025 | 7. April 1, 2026 | 7. April 1, 2027 |
| 8. May 26, 2025 | 8. May 25, 2026 | 8. May 31, 2027 |

# Article VII
## Group Coverage

### Section 7.1 • Group Coverage Policies

During the term of this Agreement, the Employer will purchase the group coverage policies described in this Article VII for full-time employees. New full-time employees shall become eligible for coverage benefits as of the first day of employment. Group coverage shall be effective upon enrollment within the thirty (30) day new enrollment period. For the purpose of this Agreement full-time employees are those regularly assigned to six (6) or more hours per workday. The provisions of this Article VII are merely descriptive of the coverage provided, and eligibility of an employee for benefits shall be governed by the terms of the master group coverage contracts in force between the Employer and the insurers providing such coverage. The Employer's only obligation under the policies described in this Article VII shall be to make the premium payments described in this Agreement, and no claim shall be made against the Employer in the event of a denial of coverage benefits by an insurance carrier.

If a full-time employee previously covered under the district's benefit package is reduced to a position of four (4) or more hours, twenty (20) hours per week, but less than six (6) hours per work day, thirty (30) hours per week, the Employer will make one-half (1/2) of the normal premium contribution it would make for a full-time employee.

### Section 7.2 • Life Coverage

Each full-time employee is eligible for basic group term life coverage in an amount equal to such employee's annual basic salary rounded to the next higher one thousand dollars ($1,000). This basic term life coverage shall provide benefits for accidental dismemberment and double indemnity for accidental death. The Employer pays the full premium for such coverage.

The District shall provide a program of voluntary supplemental term life coverage. Upon initial hire and during allowed annual enrollment years, an employee may enroll in a maximum of $100,000 of supplemental life coverage without Evidence of Insurability. After initial hire and on years that the coverage is not open during annual enrollment, this voluntary supplemental life program will include the option to elect additional coverage subject to Evidence of Insurability of the applicant. The availability of such coverage shall be subject to all terms and conditions imposed by the carrier. In no event shall such voluntary supplementary coverage increase the premium for the basic coverage provided by the Employer. Voluntary coverage requested by an employee shall be paid by the employee through payroll deduction.

### Section 7.3 • Hospitalization and Health Coverage

The Employer will contribute the total premium for each full-time employee enrolled for individual coverage under the District hospitalization and health coverage plan.

The employer will contribute towards family coverage one half (1/2) the difference between the individual and family premium in addition to the individual premium for the District sponsored plan for each eligible, participating employee enrolled in a family coverage plan. The District contribution may be applied to either health plan.

The District advisory committee composed of five (5) representatives designated by the exclusive representative of the teachers, one (1) representative designated by the Administrative staff, one representative designated by the classified staff, and one representative designated by the Employer, shall recommend to the Employer the specifications of the hospitalization and health coverage plan.

Participation in the hospitalization and health coverage program selected will be voluntary. Each employee enrolled under the plan shall contribute through payroll deductions, any excess of the monthly premium over the maximum Employer contribution toward the type of coverage for which such employee is enrolled.

## Section 7.4 • Long Term Disability

The Employer will pay the total premium for each full-time employee in the present long-term disability plan.

## Section 7.5 • Tax-Sheltered Annuities

A Tax-Sheltered Annuity Program shall be available to all Wayzata Cafés employees. Salary Reduction Agreements (SRA) may be submitted for approval at any time during the calendar year. Approved SRA's will be implemented no later than twenty-one (21) days following the submission of an accurate application.

The Employer will match up to a one percent (1%) of the employee's annual base salary per school year to an approved Tax Sheltered Annuity Program for eligible full-time employees. The match would begin following the completion of one (1) year of district service.

The Employer will match up to a two percent (2%) of the employee's annual base salary per school year to an approved Tax Sheltered Annuity Program for eligible full-time employees. The match would begin following the completion of five (5) years of district service.

The Employer will match up to a three percent (3%) of the employee's annual base salary per school year to an approved Tax Sheltered Annuity Program for eligible full-time employees. The match would begin following the completion of ten (10) years of district service.

Full-time employee is defined in Article V, Section 5.2.

The Employer will match up to a one percent (1%) of the employee's annual base salary per school year to an approved Tax Sheltered Annuity Program for eligible part-time employees, as defined in Article V, Section 5.2. The match would begin following the completion of one (1) year of district service.

The Employer will match up to a two percent (2%) of the employee's annual base salary per school year to an approved Tax Sheltered Annuity Program for eligible part-time employees, as defined in Article V, Section 5.2. The match would begin following the completion of five (5) years of district service.

For the TSA match, an employee will be given a full year's credit if the employee is hired before January of a fiscal year. Employees hired January 1 or later will not be given credit for that year.

### Section 7.6 • Worker's Compensation Insurance

The Employer shall carry Worker's Compensation Insurance on each employee of the School District. An employee receiving compensation under the Worker's Compensation Act may elect to apply accumulated sick leave credits in order to make up the difference between the worker's compensation payments and such employee's regular rate of pay. Deductions from sick leave will be made on a prorated basis according to the additional payments to the employee. In no event shall the additional compensation paid to the employee result in the payment of total daily, weekly, or monthly compensation from all sources in excess of such employee's regular rate of pay.

### Section 7.7 • Dental Coverage

The employer will contribute the entire premium towards the District's dental plan for each full-time employee enrolled in the dental coverage plan.

# Article VIII
## Leaves and Absences

### Section 8.1 • Sick Leave

In conjunction with the long term disability plan provided above, the Employer has established the following provisions for paid sick leave in order to minimize an employee's loss of income because of unavoidable absence due to illness or injury. Paid sick leave is not available during the term of any leave of absence without pay.

An employee may use sick leave for the following reasons:

- an employee's mental or physical illness, treatment or preventative care;
- the mental or physical illness, treatment or preventative 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

Sick leave covers the employee and the following people:

- their child, including foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parentis (in place of a parent);
- their spouse or registered domestic partner;
- their sibling, stepsibling or foster sibling;
- their biological, adoptive or foster parent, stepparent or a person who stood in loco parentis (in place of a parent) when the employee was a minor child;
- their grandchild, foster grandchild or step-grandchild;

- their grandparent or step-grandparent;
- a child of a sibling of the employee;
- a sibling of the parents of the employee;
- a child-in-law or sibling-in-law;
- any of the family members (1 through 9 above) of an employee's spouse or registered domestic partner;
- any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and
- up to one individual annually designated by the employee.

District leave forms must be submitted to Human Resources prior to the leave.

Paid sick leave is provided for eight (8) hour employees at the rate of one (1) day of eight (8) hours per month of employment. Employees working two (2) to seven (7) hours earn days of sick leave of two (2) to seven (7) hours, in proportion to their scheduled workday. Unused portions of such sick leave may be accumulated to a total of one hundred forty (140) days. One day of sick leave will be deposited into the employees sick leave balance each month.

The Employer reserves the right to require substantiation of illness where there is evidence that sick leave is being abused.

Leaves longer than five (5) days may qualify for Family Medical Leave benefits under the Family and Medical Leave Act. Eligible employees may receive up to a total of twelve (12) weeks of unpaid leave during a twelve (12) month period. The District will maintain group coverage for an employee on Family Medical Leave if such coverage was provided before this leave was taken and on the same terms as if the employee had continued to work. After this twelve (12) weeks, the employee shall pay the entire premium or cancel coverage.

After the employee has accumulated one hundred (100) days of sick leave, they may trade-in two (2) days of sick leave accumulated beyond one-hundred (100) days for one (1) day of pay. The cash payment for these trade-in days shall be made for the pay periods during winter and/or spring break. For a winter break payment, they must notify the Wayzata Cafés Department by December 1; and for a spring break payment, they must notify the Wayzata Cafés Department by March 1. The maximum number of days to be paid during one school year will be ten (10) days.

Alternatively, after the employee has accumulated one hundred (100) days of sick leave, they may trade-in two (2) days of sick leave accumulated beyond one-hundred (100) days for one (1) day of paid leave. This paid leave will be placed into a severance bank to be used only as paid leave days once the employee reaches the age of 55 years and retires. Paid leave days cannot be removed from the severance bank until the time of retirement.

After the employee has accumulated one-hundred-forty (140) days of sick leave, such employees shall be granted one (1) day of pay for each two (2) days of sick leave accumulated beyond one-hundred-forty (140) days. The accumulation of sick leave trade-in shall be computed annually at the end of each fiscal year. The maximum number of days to be paid during one school year will be five (5) days. There shall be no payment allowance for less than two (2) day segments. Those remaining days would be forfeited.

The cash payment shall be made for the sick leave trade-in days in equal installments for the pay periods including winter and spring break. Employees may request these payments be divided differently, provided the employee notifies the Payroll Department in writing of their desire by December 1st of each year.

## Section 8.2 • Bereavement Leave

Upon advance notice and approval by the supervisor, an employee may take up to five (5) days leave for the death of a spouse/partner, child, step-child, step-parent, grandchild, parent, and sibling without using sick time, personal days or vacation. Upon advance notice and approval by the supervisor, an employee may take up to three (3) days leave for the death of a grandparent, sibling's spouse/partner, spouse/partner's parents, spouse/partner's sibling, children's spouse and relative residing in the employee's household without using sick time, personal days or vacation. There will be no deduction from accumulated paid leave. Any additional days granted at the discretion of the Employer will be deducted from accumulated sick leave.

Upon advance notice and approval by the supervisor, an employee may apply up to three (3) days of accumulated sick leave benefits toward an absence during their basic work year due to the death of other relatives or close friends.

## Section 8.3 • Personal Leave

Each full-time employee is eligible for two (2) days of personal leave per year. This leave is cumulative to four (4) days. Each part time employee is eligible for one (1) day of personal leave per year. This leave is cumulative to two (2) days. An employee may elect to receive payment for up to two (2) days of personal leave in lieu of actual time off each year, with this payment being deposited into the employee's 403(b) account. If a new employee begins work prior to January 1, they will receive two (2) personal days; if work begins between January 1 and March 31, they will receive one (1) personal day; and if work begins between April 1 and June 30, the employee will not receive any personal days. More than one (1) employee can be absent from a kitchen, with the approval of the kitchen site supervisor. Requests for such leave must be submitted for approval to the Director of Wayzata Cafés in writing at least ten (10) working days in advance, except for emergency situations.

## Section 8.4 • Military Leave

Leave of absence for military service will be granted in accordance with all requirements of federal and state law.

## Section 8.5 • Special Leaves Without Pay

Special leaves without pay will be granted by the Employer provided the leave meets the conditions outlined in this section:

1. Applications for such leaves must be submitted on the district leave form at least thirty (30) days prior to the proposed start of the leave without pay and shall include the proposed period of leave and the purpose for leave. Leave requests that are submitted less than thirty (30) calendar days in advance of the requested start date must be approved by Human Resources. An employee must exhaust all available (and applicable) paid leave days prior to the use of unpaid leave days.

2. Special leaves without pay shall be limited to five (5) working days per year. Employees hired between January 1 and the end of the school calendar year

shall be limited to two (2) working days during the remainder of that school calendar year. Any unpaid leaves above the five (5) working day and two (2) working day limits must be approved by Human Resources and must be submitted in accordance with paragraph one (1).

3. a. In school district facilities with fewer than fifteen (15) Wayzata Cafés employees no more than one (1) employee per facility will be granted such leaves during the same period of time.

   b. In school district facilities with more than fifteen (15) Wayzata Cafés employees, two (2) employees per facility will be granted such leaves during the same period of time if no employee has already been awarded personal business leave for the same period of time. If an employee has already been awarded personal business leave for a period of time, no more than one (1) employee per facility will be granted a Special Leave Without Pay during the same period of time.

4. Employees shall not be awarded Special Leaves Without Pay during either the first week or last week of school.

5. Special leaves without pay due to a family emergency may be granted at the discretion of the Employer. Each case will be reviewed on its individual merits.

6. An employee on leave without pay shall remain eligible for all appropriate employee benefit plans, but must pay entire premium while on leave if the leave exceeds ten (10) consecutive working days.

7. An employee on leave without pay for period of time in excess of ten (10) consecutive working days shall either notify the Employer of their intent to return to their position or shall resign their position at least two (2) weeks prior to the expiration of the leave.

Leaves under Article VIII Sections 8.2 and 8.3 may qualify for Family Medical Leave benefits under the Family and Medical Leave Act (FMLA). If so, the employer will continue its contribution to health and dental coverage for twelve (12) weeks. The employee shall make the usual contribution in order to continue coverage. After twelve (12) weeks, the employee shall pay the entire premium or cancel coverage. The district may request repayment of its health/dental coverage contribution for twelve (12) weeks if the employee does not return from leave within twelve (12) months if the FMLA so allows.

## Section 8.6 • Jury Duty

For any employee who is required to serve as a juror, the Employer will make up the difference between such employee's basic salary and the fees received by the employee (less unreimbursed expenses actually incurred during jury service, such as mileage, parking, and meals). In order to be eligible for this supplement, the employee must submit to the payroll office an itemized certification of fees and expenses for the jury duty. Advance notice to the Employer is required for absence due to jury duty to permit the scheduling of a substitute. An employee is also required to notify the Employer immediately upon being excused from jury duty.

### Section 8.7 • Parental Leave

An employee may utilize up to eight (8) weeks of accumulated sick leave for the birth or adoption of a child. This leave may be used during the twelve month period following the birth or adoption. The end date of the parental leave may not be the same as an employee's effective resignation date without permission of the District.

# Article IX
## Seniority

### Section 9.1 • Layoffs

The Employer recognizes that the purpose of seniority is to provide a declared policy as to order of layoff and recall of employees. If an employee is laid off due to a reduction in the work force or if an employee's workday is reduced by more than one (1) hour, such employee shall be permitted to exercise their seniority rights to replace an employee with less seniority in accordance with this section, provided that the employee retained has the qualifications and ability to perform the work available. Employees cannot bump into a position with a greater number of hours. Employees may be recalled to a position with greater hours. When an employee's hours are reduced, the district shall attempt to combine positions when possible, so that benefits are not lost due to a reduction in hours.

The Employee within the affected position classification will be laid off first, but may replace the employee in the same or a lower pay classification with the least seniority. Employees who are displaced from their jobs as a result of the bump back procedure may replace the employee having the least seniority in the same or lower position classification.

For the purpose of this section the pay classifications are as follows:

Probationary Employee (Lowest)
Wayzata Cafés Assistant
Elementary Manager/Middle School Assistant Manager
Middle School Manager/High School Assistant Manager/NW&GW Manager
Wayzata Cafés Unit Coordinator (Highest)

Employees on layoff will be recalled, in seniority order, to available positions at or below their previous pay classification. An employee's seniority rights, layoff status, and recall rights, if any, shall terminate upon the earliest of the following events: (a) resignation (b) retirement (c) discharge (d) failure to accept recall (e) the expiration of a period equal to such employee's length of active service with the Employer or two (2) years, whichever is less.

### Section 9.2 • Posting Positions

There shall be a posting of jobs and job openings, including summer work, so that the employee qualified for the position shall have an opportunity to apply. Each posting shall include the hours of work and school location. Qualification, seniority, ability, and job performance will be considered in filling posted positions. Employees who post for a lateral position at the same school for which they have been interviewed within the same school year, need not be interviewed a second time (though the School District may elect to do so). An employee who is promoted shall not receive a reduction in pay.

Up to one (1) hour per day may be added to an employee's normal work schedule without needing to be posted. Any addition of more than one (1) hour to a position will constitute a new position and must be posted.

### Section 9.3 • Seniority Lists

The Employer will post an updated seniority list on or before November 15 of each year. The seniority list will include all employees covered under the Wayzata Cafés unit contract regardless of the number of hours or position worked. An employee may file a grievance challenging the validity of the posted seniority list within fifteen (15) calendar days from the date of posting. In the absence of a valid grievance, the information on the posted list shall not be subject to any further challenge, and the Employer may rely on the posted seniority list.

# Article X
## Severance Pay

Sections 10.1, 10.2 and 10.3 will apply to employees whose services with the District has been continuous as defined by this Agreement and whose service began prior to June 30, 2018. For employees whose employment with the District began after this date, the provisions of this Article are not applicable.

### Section 10.1 • Severance Pay

Employees who have accumulated twenty (20) or more years of continuous service to the District, and who are at least fifty-five (55) years of age and provides written notice to the Human Resources Department by February 1 of the year in which the employee will retire, shall be entitled to receive severance pay as follows: The amount determined by adding 100 days of pay based on the employees hourly rate of pay at the time of retirement to forty percent (40%) of the employees unused accumulated sick leave.

For the purposes of this section "day's pay" shall be defined as the wage rate in Article IV Sections 4.1 and 4.2 of this Agreement times the number of hours designated by the Employer for such employee's position at the date of retirement.

Upon retirement, the District will contribute an amount equal to the value of the employee's accrued severance pay into a 403(b) account established by the employee exclusively for the purpose of receiving such payment (the "Severance 403(b)"). The employee will not receive direct payment from the District for severance pay.

The amount of the District contribution shall be calculated in accordance with the contract or collective bargaining agreement for such employee.

Upon request of the District, the employee shall provide information needed to determine the amount of the District contribution that may be deposited into the Severance 403(b) without exceeding the applicable IRS limits on annual additions to all tax-deferred accounts held by the employee. The information needed shall be provided regardless of whether the employee has retired or is still employed by the District. For purposes of calculating the deferment limit, the District will provide the employee with contribution information for the last twelve (12) months.

The District contribution to the Severance 403(b) shall be made on the schedule currently used, except that, in the event any such deposit would violate the applicable IRS limits, the Board may adjust the payment schedule as needed.

The retiree will not make any other deposits to the Severance 403(b) until the District has paid out the entire amount of severance due.

In the event the full amount of severance cannot be deposited into the 403(b) due to the IRS limits, any amount remaining shall be deposited on the first January payroll in the year following the retirement date (e.g. June 30, 2005 retirement, the first payment would be July 31, 2005 and the final payment would be January 15, 2006.)

## Section 10.2 • Retiree Group Health & Life Coverage

Any employee may retire prior to age sixty-five (65) and receive the same fringe benefits for hospital/health and life coverage to age sixty-five (65) as that stipulated for active employees at the same level of hours in the year prior to retirement not to exceed seven hundred sixty dollars ($760) per month for retirees electing single coverage or one thousand four hundred eighty dollars ($1480) per month for a retiree electing 1+1 for Family coverage, provided the sum of the employee's age and years of service to the District equals or exceeds seventy-five (75).

Employees who have accumulated ten (10) or more years of continuous service to the District, who are at least fifty-five (55) years of age, and who voluntarily terminate their employment with the district or whose position has been abolished, may be allowed to continue participation with the District hospital/health group coverage.

The complete cost of such coverage shall be paid by the employee on the dates specified by the Employer.

Under Minnesota Statute 471.61, subdivision 2b, a former employee and employee's dependents are allowed to continue to participate in the employer-sponsored hospital, health and dental coverage group plan that the employee participated in immediately before retirement under certain conditions. By paying their own premiums, eligible retired employees may continue to receive hospital/health coverage and/or dental coverage even if the retiree is not eligible for District contributions.

## Section 10.3 • Accumulated Sick Leave

Employees who are age fifty-five (55) or older and with at least ten (10) consecutive years in the District, who is not eligible for severance pay under Section 10.1 shall receive payment for fifty percent (50%) of the employees accumulated, unused sick leave, up to a maximum of the hourly equivalent of forty (40) days. Employees must be part of the Wayzata Cafés Bargaining Unit for the 2016-2018 contract to be eligible for this section.

For the purposes of this section "day's pay" shall be defined as the wage rate in Article IV Sections 4.1 and 4.2 of this Agreement times the number of hours designated by the Employer for such employee's position at the date of retirement.

Upon retirement, the District will contribute an amount equal to the value of the employee's accumulated sick leave pay into a 403(b) account established by the employee exclusively for the purpose of receiving such payment (the "Severance 403(b)"). The employee will not receive direct payment from the District for accumulated sick leave pay.

The amount of the District contribution shall be calculated in accordance with the contract or collective bargaining agreement for such employee.

Upon request of the District, the employee shall provide information needed to determine the amount of the District contribution that may be deposited into the Severance 4303(b) without exceeding the applicable IRS limits on annual additions to all tax-deferred accounts held by the employee. The information needed shall be provided regardless of whether the employee has retired or is still employed by the District. For purposes of calculating the deferment limit, the District will provide the employee with contribution information for the last twelve (12) months.

The District contribution to the Severance 403(b) shall be made on the schedule currently used, except that, in the event any such deposit would violate the applicable IRS limits, the Board may adjust the payment schedule as needed.

The retiree will not make any other deposits to the Severance 403(b) until the District has paid out the entire amount of sick leave accumulation pay due.

In the event the full amount of severance cannot be deposited into the 403(b) due to the IRS limits, any amount remaining shall be deposited on the first January payroll in the year following the retirement date (e.g. June 30th retirement, the first payment would be on the July 31 for the same year and the final payment would be on January 15 of the next year.)

# Article XI
## Public Obligation

The Employer and the Union mutually recognize the needs of the Public, and that the right of the students and residents of this district to the continuous and uninterrupted operation of their schools is of paramount importance. During the terms of this Agreement, the Union will not engage in, support or encourage any work stoppages or slowdowns.

# Article XII
## Grievance and Arbitration

### Section 12.1 • Grievance Definition

A “grievance” is any dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

### Section 12.2 • First Step

Any employee with a grievance shall take the matter up with the Director of Wayzata Cafés or District designee within seven (7) scheduled working days (but not to exceed fifteen (15) calendar days) after the alleged original occurrence of the grievance. If the parties fail to agree within two (2) scheduled working days, the employee may appeal the grievance to the Second Step.

### Section 12.3 • Second Step

An employee who is not satisfied with the disposition of the grievance at the First Step shall with the assistance of the employee’s Union Steward file a written

statement of the grievance with the Director of Human Resource Services within ten (10) calendar days after the grievance response from the First Step. The written statement must be dated and signed by the employee and shall set forth the facts and state the provisions of this Agreement alleged to have been violated. If the parties fail to agree or the matter has not been satisfactorily adjusted within five (5) calendar days after the grievance has reached the Second Step, the employee may appeal the grievance to the Third Step.

**Section 12.4 • Third Step**

An employee who is not satisfied with the disposition of the grievance at the Second Step shall file a copy of the written statement of the grievance with the Superintendent within ten (10) calendar days after the grievance response from the Second Step. If the parties fail to agree or the matter has not been satisfactorily adjusted within five (5) calendar days after the grievance has reached the Third Step, the employee may appeal the grievance to the Fourth Step.

**Section 12.5 • Fourth Step**

Within ten (10) calendar days after the grievance response from the Third Step, an employee who is not satisfied with the disposition of the grievance at the Third Step shall file with the Superintendent a written request for a meeting with the Board of Education regarding the grievance. At its next meeting, the Board of Education shall set a time for a meeting of the aggrieved employee and the exclusive representative with the Board, or with a committee or representative of the Board. Said grievance will be heard within one (1) hour of the set time. If the grievance is not satisfactorily resolved as a result of such meeting, it shall be referred to arbitration within fifteen (15) calendar days of such meeting.

**Section 12.6 • Submission to Arbitration**

The Union may submit to arbitration any grievance which has been properly processed through the Fourth Step of the formal grievance procedure. The Union must file with the Superintendent a written notice of intention to arbitrate not more than fifteen (15) calendar days after the meeting with the Board at the Fourth Step. The parties shall first attempt to agree upon one (1) arbitrator. If agreement is not reached within three (3) days, either party may petition the State Bureau of Mediation Services (BMS) for assistance under the Public Employment Labor Relations Act of 1971, as amended. The party submitting a petition for arbitration shall furnish a copy of the petition to the other party. The parties shall share equally the costs and fees of the one (1) arbitrator.

**Section 12.7 • Jurisdiction and Authority of Arbitrator**

The arbitrator shall have jurisdiction only over those grievances which have been properly submitted to arbitration in accordance with the terms of this Agreement.

The arbitrator shall have no power to add to or subtract from, or change, modify or amend in any way the terms and conditions of employment set forth in this Agreement; nor shall the arbitrator have any power to hear or determine any dispute involving matters of inherent managerial policy. The decision of the arbitrator shall be subject to all limitations of arbitration decisions set forth in the Public Employment Labor Relations Act of 1971, as amended.

### Section 12.8 • Representation

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

### Section 12.9 • Time Limitation

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

# Article XIII
## Management Rights

### Section 13.1 • Authority and Power of the Employer

The laws of the State of Minnesota have vested in the Employer the full authority and power to manage, control, and direct the operation of the school district, and to adopt, modify or repeal policies, rules, and regulations for the district. All such authority and power of the Employer shall continue unimpaired, except as limited by a specific provision of this Agreement.

### Section 13.2 • Provisions Contrary to Law

Any portion of the Agreement which violates any provisions of the laws of Minnesota or the United States or any rules or regulations promulgated there under either now or hereafter, shall be null and void and without force and effect. If any such provision of this Agreement or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the applications of such provision under other circumstances. The Employer reserves the right to amend any provision of this Agreement as necessary to comply with federal or state laws or rules and regulations promulgated there under; provided however, the Employer shall first meet with the Union to discuss such amendments.

# Article XIV
## Duration and Renegotiation of Agreement

### Section 14.1 • Term of Agreement

The Agreement shall become effective as of July 1, 2024, and shall continue in full force and effect to and including June 30, 2027, and annually thereafter except as modified or terminated in accordance with the provisions of this Article XIV.

### Section 14.2 • Effect of Agreement

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

## Section 14.3 • Termination or Modification

Either party desiring to terminate or modify this Agreement must notify the other party in writing at least sixty (60) days but not more than ninety (90) days prior to June 30, 2027, or at least sixty (60) days but not more than ninety (90) days prior to June 30 of any year thereafter. A notice of desire to modify this Agreement shall set forth specifically all proposed modifications sought by the party and all clauses of this Agreement for which no modification is sought shall be renewed automatically.

Negotiations with respect to proposed modifications may commence at any time after notice of proposed modification has been given.

## Section 14.4 • Negotiations During Term

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

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

INDEPENDENT SCHOOL DISTRICT 284

Chairperson — Date: 11-25-24

Clerk — Date: 11/25/24

Human Resources Executive Director — Date: 11-12-24

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 284

Union Representative — Date: 11/18/24

Steward — Date: 11/15/24 — 11/18/24

School Board approval of this contract was on September 9, 2024.

# Sick Leave Bank

## Local 284-Wayzata Cafés and Wayzata Public Schools

## Memorandum of Understanding

Wayzata Public Schools ISD No. 284 and the Wayzata Cafés, Service Employees International Local 284. Employees agree to establish a voluntary sick leave bank. A sick leave bank is set up to provide additional sick leave to those members of the bargaining unit who have exhausted their sick leave and are experiencing a medical emergency that will require a prolonged absence from work and a substantial loss of income because they have exhausted their accumulated leave.

**Donation Eligibility:**
1) The employee must be a full-time or part-time member of the bargaining unit eligible for benefits.
2) Must be an active employee and not have submitted a resignation or retirement to the District prior to making the donation.
3) The employee must donate sick days in order to use the sick leave bank.

**Donation Process:**
1) In order to establish the Sick Leave Bank, all members of the bargaining unit must donate one (1) sick leave day unless the employee submits an election form opting out of membership in the Sick Leave Bank.
2) All donations once made are irrevocable.
3) Donations are not taxed for the donor and are not tax deductible.
4) Days donated are donated at the donor employee's rate of pay.
5) At such time the sick bank balance dips below 30 days, all members of the sick leave bank will contribute one (1) day each. Employees who opt out of this contribution will no longer be a part of the sick leave bank and will lose eligibility for its benefits.
6) New employees will have thirty (30) days in which to opt out of the Sick Leave Bank.
7) Members may opt in to the Sick Leave Bank every year during the first thirty days of the school year and again for the month January.

**Eligibility to Receive Sick Leave from the Bank:**
1. Must be a full or part time employee eligible for benefits.
2. Must be a contributing member of the Sick Leave Bank.
3. Exhaust all sick and personal accumulated leave. One personal day may be retained.
4. Be eligible for leave under the Family Medical Leave Act (FMLA). Part time employees with doctor's notes may qualify even though they may not meet FMLA criteria based upon their hours worked.
5. Not receiving Worker Compensation, Social Security, or Long Term Disability. If there is an initial denial from LTD or Worker Compensation who ultimately collects benefits they will be responsible to cooperate in the repayment to the sick leave bank.
6. Not have submitted a resignation or retirement to the District.
7. Not serving a disciplinary suspension.
8. Employees working less than full time shall be eligible for benefits at a pro-rata basis.
9. Employees may draw from the sick leave bank until they are eligible for Long Term Disability or up to 60 days per school year.
10. The Sick Leave Bank may be used for normal childbirth delivery and recovery shall be limited to 20 days. The amount of time granted from the sick leave bank shall not exceed the maternity disability period. For example, if a person has 20 days of accumulated sick leave and they are out for a 6 week time period, the sick leave bank would contribute 10 days so that the disability period is covered.

**Administration:**
1. An employee must apply for benefits under the Sick Leave Bank by completing the necessary forms.
2. The application will be submitted to the Human Resources Department.
3. Decisions are final and not subject to the grievance process.

The District shall provide an accounting of the status and use of the Sick Leave Bank at the end of the year.

In the event that the Sick Leave Bank is dissolved, all days shall be returned to those participating in the bank. All members will receive an equal number of days, with the understanding that no one will receive more days than they contributed to the Bank.

The sick leave bank will be in effect starting October 1, 2024.

This Memorandum of Understanding was established in the 2024-2027 contract.

Service Employees International
Union Local 284

Shelly Johnson
Contract Organizer

Date: 11/18/24

Union Steward(s)

Date: 11/18/24

Independent School District 284

Human Resources Executive Director

Date: 11-12-24

# Eleven Month Unit Coordinators
# (High School and Production)
# Local 284-Wayzata Cafés and Wayzata Public Schools

## Memorandum of Understanding

In an effort to allow for the expanded duties of the High School and Production Unit Coordinators, the District and Service Employees International Union Local 284 are in agreement to extend the work year in the following manner.

Eleven month clarifications are as follows:

1. Defined work year: From the start of August through the end of June.
2. Section 4.1 - Wage Rates - Hourly rate/classification of pay remains the same.
3. Vacations - Eleven month employees will earn one vacation day for each month worked to a maximum of nine (9) days. Additional vacation levels will be prorated.
4. Section 5.2 - Holidays - Eleven month employees will earn holiday pay as articulated on the school calendar and days in which they are assigned to work.
5. Section 8.1 - Sick Leave - Paid sick leave is provided to all employees at a rate of one (1) day per month. (Eleven (11) days)
6. Section 8.4 - Personal Leave - Personal days will remain the same (2 days per year)
7. Section 7.3 - Eleven month employees will be considered full time employees for the purpose of Hospitalization and Health group coverage.

Service Employees International
Union Local 284

Shelly Johnson
Contract Organizer

Date: 11/28/24

Union Steward(s)

Date: 11/18/24

Independent School District 284

Human Resources Executive Director

Date: 11-12-24

**MANAGER IN TRAINING - WAYZATA CAFES**
**Local 284-Wayzata Cafés and Wayzata Public Schools**

**MEMORANDUM OF UNDERSTANDING**

In anticipation of Birchview and Greenwood having full operating kitchens beginning in August 2027, we will implement an Elementary Manager in Training (MIT) during the 2026-27 school year. The expectation is that this individual(s) would apply to one of the Elementary Manager positions at Birchview and/or Greenwood when they are posted.

2026-27 school year:

- A Manager in Training (MIT) position will be posted and filled to prepare for upcoming Elementary Manager opportunities.
- The MIT position will be paid at the Elementary Manager rate of $26.93/hour.
- The MIT position will follow the existing Manager position description, with the exception that the position is not eligible for the following differentials (in section 4.1) that are provided to a Manager position:
    - The $1.00 per hour Elementary Manager Base Differential
    - The Lunch Count Differential ($0.40 or $0.25, depending on lunch count).
- The MIT position will qualify for the following differentials, if they meet the eligibility criteria:
    - Longevity (section 4.1)
    - Food Safety Certification (section 4.2)
- If an Elementary Manager is assigned to train an MIT for five (5) or move consecutive days, the Elementary Manager will receive a $1.00 per hour differential for all hours worked during the training period.
- Elementary Manager positions at Greenwood and Birchview are expected to be posted in Spring 2027. The MIT is expected to apply for these posted Elementary Manager positions.
- This MIT position will become unavailable once the corresponding Elementary Manager position is filled, and thus, the parties agree the MIT position will end at that time.
    - If a probationary employee, as defined by section 3.1 in the "Wayzata Cafes Personnel Contract," is not hired into the Manager position from the MIT position, they will be terminated at that time.
    - If an employee who has completed their probationary period, as defined by section 3.1 in the "Wayzata Cafes Personnel Contract," is not hired into the Manager position from the MIT position, the "Layoffs" process articulated in section 9.1 of the "Wayzata Cafes Personnel Contract will occur. For the purposes of this section, the MIT position falls between the "Elementary Manager/Middle School Assistant Manager" position and the "Wayzata Cafés Assistant" in terms of pay classification.
- In addition to the current position description for the Wayzata Cafe's Manager position, the MIT includes the following description and responsibilities:
    - Position Description: *Responsible for learning and assisting in the food production at assigned school locations in compliance with food safety*

*guidelines. This is a developmental position intended to prepare the incumbent for a manager role; as such, the incumbent is expected to actively work toward mastery of all manager-level competencies and is expected to apply for future Elementary Manager openings as they become available. Under the direction of a mentor or supervisor, responsibilities include developing proficiency in performing inventory checks, determining product needs, ordering supplies, and maintaining food production records. The MIT will also shadow and assist in supervising kitchen staff and assigning work directions to build leadership experience.*

- Additional Responsibility: *Program advancement - Demonstrate readiness for independent management by successfully completing training milestones and applying for vacant Manager positions within the department.*

This *MOU sunsets on June 30, 2027.*

**Service Employees International Union Local 284**

**Contract Organizer**

**Union Steward(s)**

**Date:** 10/28/26

**Independent School District 284**

**Executive Director of Human Resources**

**Date:** 10/28/26