

**AGREEMENT ON TERMS AND CONDITIONS OF EMPLOYMENT**

**BETWEEN**

**OSSEO AREA SCHOOLS**

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**ISD  279**

**BOARD OF EDUCATION  
INDEPENDENT SCHOOL DISTRICT 279  
MAPLE GROVE, MINNESOTA**

***AND***

**OSSEO SCHOOL NUTRITION ASSOCIATION**

**Effective Dates: July 1, 2016 – June 30, 2018**

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**ARTICLE I  
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 the PELRA, and provides the terms and conditions of employment for School Nutrition employees during the term of this Agreement.

**ARTICLE II  
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 Nutrition employees, employed by the School District of ISD 279. The Exclusive Representative will have those rights and duties as described by the PELRA and as described in this Agreement.

**ARTICLE III  
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 the 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 ten and one-half (10 1/2) hours per week or 35% of the normal work week in the bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of sixty-seven (67) working days in any calendar year and emergency employees.

**Section 3. Full-Time Employee:** “Full-time employee” will mean any School Nutrition employee who is regularly scheduled to work thirty-two (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 IV 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 opportunity for the students of the School District.

**Section 3. Effect of Laws, Rules and Regulations:** The Exclusive Representative recognizes that all employees covered by this Agreement 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 his/her 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 V**  
**SCHOOL NUTRITION EMPLOYEE RIGHTS**

**Section 1. Right to Views:** Pursuant to the PELRA, nothing contained in this Agreement will be construed to limit, impair or affect the right of any employee, or his/her 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 his/her 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 the 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. Fair Share Fee:** In accordance with the PELRA, any School Nutrition employee included in the appropriate unit who is not a member of the Exclusive Representative may be required by the Exclusive Representative to contribute a fair share fee for services rendered as Exclusive Representative. The fair share fees will be eighty-five (85) percent of the regular membership dues. The Exclusive Representative will provide written notice of the amount of the fair share fee assessment to the School District, and to each School Nutrition employee to be assessed the fair share fee. Such dues deducted will be forwarded to the treasurer of the Osseo School Nutrition Association.

**Section 5. 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 his/her personnel files. The School District will not be required to provide an employee with an opportunity to review his/her personnel files if he/she has reviewed the personnel files during the previous six months; except that, upon separation from employment, an employee may review his/her personnel files only once at any time within

one year after separation. During certain circumstances (i.e. grievance proceedings) an employee may review his/her 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 his/her files.

**Subd. 5. Right to Response:** The employee may submit for inclusion in his/her 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 provide by law.

**Section 6. Other Rights:** School Nutrition employees will have all other rights prescribed by the PELRA.

**ARTICLE VI**  
**SALARY SCHEDULES, RATES OF PAY, AND WORKING CONDITIONS**

**Section 1. 2016-2018 Rates of Pay:** Effective July 1, 2016, through June 30, 2018, the following hourly rates and schedule will be a part of this Agreement.

<b>Class</b>	<b>Position</b>	<b>Step*</b>	<b>2016-2017 Hourly Rate</b>	<b>2017-2018 Hourly Rate</b>
I	Secondary School Nutrition Managers	1	\$18.60	\$18.96
		2	\$19.92	\$20.32
		3	\$22.21	\$22.65
		4 (9-yr)	\$22.63	\$23.09
		5 (17-yr)	\$22.91	\$23.37
IA	Elementary/ESC/OALC/OEC School Nutrition Managers	1	\$17.62	\$17.97
		2	\$18.60	\$18.98
		3	\$19.60	\$20.00
		4	\$21.52	\$21.95
		5 (9-yr)	\$21.95	\$22.39
		6(17-yr)	\$22.23	\$22.67
II	Assistant School Nutrition Managers	1	\$14.94	\$15.24
		2	\$15.95	\$16.27
		3	\$16.95	\$17.29
		4	\$18.37	\$18.74
		5 (9-yr)	\$18.80	\$19.17
		6 (17-yr)	\$19.07	\$19.46



<b>Class</b>	<b>Position</b>	<b>Step*</b>	<b>2016-2017 Hourly Rate</b>	<b>2017-2018 Hourly Rate</b>
IIIa	Lead Cashier	1	\$13.44	\$13.71
		2	\$14.36	\$14.65
		3	\$15.25	\$15.55
		4	\$16.90	\$17.24
		5 (9-yr)	\$17.33	\$17.68
		6 (17-yr)	\$17.61	\$17.96
IIIb	School Nutrition Assistants/Cashiers	1	\$12.62	\$12.87
		2	\$13.39	\$13.66
		3	\$14.24	\$14.52
		4	\$16.02	\$16.34
		5 (9-yr)	\$16.45	\$16.78
		6 (17-yr)	\$16.74	\$17.07

\*Employees must work a minimum of 120 paid days during the school fiscal year (July 1<sup>st</sup> to June 30<sup>th</sup>) to move to the next step on the salary schedule on July 1<sup>st</sup> of the following year.

**Section 2. SNA (School Nutrition Association) Certification:** The following rates will be paid for the following levels of SNA Certification which must be kept current:

**2016-2018**

- Level I: \$0.36
- Level II: \$0.80
- Level III: \$1.00
- Level IV: \$1.25

The Level IV rate will be paid to employees who have successfully completed the SFNS (School Food Service Nutrition Specialist) credential examination. Certifications received in Human Resources between the first and fifteenth of the month will be compensated on the fifth (5<sup>th</sup>) of the following month. Certifications received in Human Resources between the sixteenth 16<sup>th</sup> and the end of the month will be compensated on the twentieth (20<sup>th</sup>) of the following month.

The employee is responsible for renewing their certification. A copy of the current SNA Certification certificate is required to be eligible for this increment. This copy will be placed on file in Human Resources.

### **Section 3. Employee Performance:**

**Subd. 1. Purpose:** Each employee is entitled to a regular and fair performance review conducted and written by an employee's supervisor. 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 and thereafter, 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 (3) 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<sup>st</sup>.

Employees must work a minimum of 120 paid days during the school fiscal year (July 1<sup>st</sup> to June 30<sup>th</sup>) to move to the next step on the salary schedule on July 1<sup>st</sup> of the following year.

**Section 4. Back-up to School Nutrition Manager:** In school kitchens with no Assistant School Nutrition Manager assigned, the lead School Nutrition Assistant working a minimum of five (5) hours serving as the backup to the School Nutrition Manager will be paid at the Assistant School Nutrition manager rate of pay. This person is to be designated by the building School Nutrition Manager with approval of the Director of School Nutrition Services.

**Section 5. Monthly Reports:** School Nutrition Managers required to complete monthly reports will be authorized five (5) hours per month for the completion of such reports. Additional hours may be authorized by the Director of School Nutrition Services. Hours which exceed forty (40) per week, not including the aforementioned five (5) hours, will require prior approval of the Director of School Nutrition Services, except in an emergency.

**Section 6. Training Compensation:** Upon mutual agreement with the Director of School Nutrition Services, an employee may train new School Nutrition Lead Cashiers or School Nutrition Managers. During the period of training, the trainer will receive an additional \$.50 per hour.

**Section 7. Placement on Steps:** School Nutrition employees having less than three (3) years of experience in Classification II and III who are promoted will move to the first step on the wage scale for the new position.

School Nutrition employees having three (3) years of experience or more in Classifications II and III who are promoted will move to the equivalent step in the new classification.

**Section 8. Replacement:** School Nutrition employees, who assume the responsibility of an employee on a higher scale for one (1) or more days, will be compensated at the step equivalent to the employee's current step on the scale of such added responsibility. One (1) day shall be defined as a full day of coverage – more than five (5) hours worked and assuming responsibilities of the absent employee.

**Section 9. Hours:** School Nutrition employees will work each day that school is in session, hours will be designated by 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 lunch period will not be considered part of an employees' work day.

**Section 10. Overtime:** Employees who work over forty (40) hours in a week will be paid one and one-half (1-1/2) times their regular salary. Overtime hours must be approved in advance by the immediate supervisor.

**Section 11. Holidays:** School Nutrition employees regularly scheduled to work ten and one-half (10 1/2) hours or more per week will be granted seven (7) paid holidays as determined by the School District prior to July 1 each year.

The following seven (7) paid holidays will be granted for each school year School Nutrition Assistants/Cashiers:

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

Secondary School Nutrition Managers, Elementary/ESC/OALC/OEC School Nutrition Managers, Assistant School Nutrition Managers and Lead Cashiers will be granted eight (8) paid holidays, to include those holidays listed above as well as Labor Day.

**Section 12. Special Event Pay:** Anytime employees work billable hours for special events that fall within the first and last day of the student calendar, other than their regular work shift, they will be paid \$4.00 over their regular rate of pay. If such extra work exceeds forty (40) hours of work in a week, the \$4.00 rate does not apply.

**Section 13. Uniforms:** The School District will provide uniforms tops for School Nutrition employees. Uniforms are to be self-laundered.

**Section 14. Probationary Period – New Employee:** New employees will be considered probationary until June 30<sup>th</sup>, provided they have worked one hundred (100) working days, from their hire date to June 30<sup>th</sup>. 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 one hundred (100) 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 have no seniority privileges and may be transferred,

discharged, laid off or terminated. During the probationary period, new employees will complete a minimum of two classes in food nutrition: Fundamentals of School Service and Sanitation and Food Safety. Failure to complete this coursework within eighteen (18) months of date of employment will be grounds for dismissal. Upon completion of twelve (12) months of employment, the employee will establish continuing employee status unless otherwise notified in writing by the employer prior to that date.

**Section 15. Probationary Period – Continuing Status Employee:** An employee awarded a position in a higher classification will serve a trial probation period of thirty (30) 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 the employee’s former position. An employee will also have the right to return to the employee’s former 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 fifteen (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 the employee’s former position. An employee will also have the right to return to the employee’s former position during this trial probation period if the employee wishes to do so.

**Section 16. 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 (3) 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 is on a personal leave or vacation day on a school closing day, the employee will be charged the personal leave or vacation time for that day. If an employee has a scheduled personal or family illness day on a school closing day, the day will not be deducted if the employee reports to work the very next duty day.

**Section 17. Retirement Savings Plan:** The School District will match the contribution of an eligible employee according to the following schedule towards an approved 403b 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's contributions made towards the School District's approved 403(b) plan.

<p><u>Employees Whose Service Began On Or After July 1, 1998</u></p> <p>Employees are eligible after one (1) year of service. Employees must contribute at least the amount indicated to receive the District Annual Match Amount.</p>	<p>Maximum District Annual Match Amount</p> <p>\$440*</p>
<p><u>Employees Whose Service Began Before July 1, 1998</u></p> <p>Employees must contribute at least the amount indicated to receive the District Annual Match Amount.</p>	<p>Maximum District Annual Match Amount</p> <p>\$220*</p>

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

**Section 18. Retirement Incentive Pay:**

**Subd. 1. Eligibility:** Full-time employees who have completed at least fifteen (15) years of continuous employment service, in any capacity with the School District and who are at least fifty (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 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 fifty percent (50%) of his/her unused number of sick leave days, but in any event not to exceed seventy-five (75) days, times his/her 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 19. Seniority/Job Elimination/Recall:** Seniority will be used to determine job elimination and recall rights. Effective July 1, 2014, an employee that is on a building level improvement plan may not displace another employee. Any notice relative to this Section shall simultaneously be copied to the Association's President.

**Subd.1. Seniority Date:** The seniority date is established at the first day of work for the School District in the Agreement on Terms and Conditions of Employment for School Nutrition employees.

**Subd. 2. Conditions of Job Elimination:**

- a) **Senior & Qualified:** In all cases of displacement, the remaining employees must be more senior and qualified, as determined by the employer, to perform the duties of the new position.
- b) **Classifications:** The following will be considered separate classifications: I, Ia, II, III.

**Subd. 3. Job Elimination Procedures:**

- a) **First Step:** In the event of job elimination or layoff, an employee will have the right, if qualified, to displace the least senior employee in the same classification. Failure to accept a position at their same pay classification will be viewed as a resignation by the employee.
- b) **Second Step:** If the displaced employee is the least senior in the classification, the employee will have the right to accept layoff or to displace a less senior employee beginning with the next lower classification and ending with the lowest classification.
- c) The process will continue until no more jobs are available or until employee accepts layoff.
- d) Employees displaced from pay classification I and IA: Upon acceptance of a position at a lower than their pre-displaced pay classification, the employee will retain reinstatement rights to one (once) job offer at their pre-displaced pay classification for two (2) years. An employee who refuses to accept a position at their pre-displaced pay classification will immediately forfeit their right to future reinstatement to their pre-displaced pay classification.

**Subd. 4. Notice of Layoff/Timeline:** If the employee wishes to exercise job elimination rights, the employee must provide written notice to Human Resources within three (3) working days following the notice of layoff, stating their intent to exercise job elimination rights.

**Subd. 5. Compensation:** An employee who assumes a new position as a result of the job elimination procedure outlined in Subd. 3. of this Section assumes the wage schedule that applies to the new position.

**Subd. 6. Recall:**

- a) For a period of two (2) years from the date of layoff, if any opening occurs in the School District, the laid off employee who is most qualified as determined by the employer will be recalled if the position is at or lower than the pre-layoff pay classification. An employee must accept a job offer at their pre-layoff pay classification. Failure to accept a position at their pre-layoff pay classification will be viewed as a resignation by the employee. An employee will have the right to refuse a job offer at a lower than pre-layoff pay classification once, but if the employee fails to accept a position upon the second job offer at any pay classification, such failure will be viewed as a resignation by the employee.
- b) Employees laid off from pay classification I and IA: An employee will have the right to accept a job offer at a lower than pre-layoff pay classification and upon acceptance of a position at a lower than pre-layoff pay classification, the employee will retain reinstatement rights to one (once) job offer at their pre-layoff pay classification for two (2) years.

**Subd. 7. Loss of Seniority:** An employee who is properly discharged or resigns, or who has been laid off for a period of twenty-four (24) months without being recalled, or who fails to report to work upon two (2) weeks' notice of recall as provided in Subd. 6. a) of this Article, will forfeit all seniority, employment, and recall rights.

## **ARTICLE VII 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:**

- a) **Single Coverage:**

Effective July 1, 2016 through June 30, 2017, the District will pay up to \$551.94 in monthly premium for individual coverage for each full-time

employee who qualifies for and enrolls as single in any of the High or Value health and hospitalization plan. Any portion of the premium that exceeds the District contribution will be paid by the employee and paid by payroll deduction.

Effective July 1, 2017 through June 30, 2018, the District will pay up to \$562.98 in monthly premium for individual coverage for each full-time employee who qualifies for and enrolls as single in any of the High or Value health and hospitalization plan. Any portion of the premium that exceeds the District contribution will be paid by the employee and paid by payroll deduction.

b) Employee +1 Coverage:

Effective July 1, 2016 through June 30, 2017, the District will pay up to \$858.34 per month in premium for each full-time employee who qualifies for and enrolls as Employee +1 in any of the High or Value health and hospitalization plans. Any portion of the premium amount that exceeds the School District contribution will be paid by the employee by payroll deduction.

Effective July 1, 2017 through June 30, 2018, the District will pay up to \$875.51 in monthly premium for employee + 1 coverage for each full-time employee who qualifies for and enrolls as employee + 1 in either the High or Value health and hospitalization plan. Any portion of the premium that exceeds the District contribution will be paid by the employee and paid by payroll deduction.

c) Family Coverage:

Effective July 1, 2016 through June 30, 2017, the District will pay up to \$1,375.24 per month in premium for each full-time employee who enrolls ~~in~~ as Family in any of the High or Value health and hospitalization plans. Any portion of the premium amount that exceeds the School District contribution will be paid by the employee by payroll deduction.

Effective July 1, 2017 through June 30, 2018, the District will pay up to \$1,402.74 in monthly premium for Family coverage for each full-time employee who qualifies for and enrolls as Family in the High or Value health and hospitalization plan. Any portion of the premium that exceeds the District contribution will be paid by the employee and paid by payroll deduction.

**Subd. 2. High Deductible Health Insurance Plan/HSA:** The School District will offer an optional High Deductible Health Plan with a Health Savings Account (HSA). For



those employees who elect to participate in the high deductible plan, the School District will make the following contributions:

- For employees who select single coverage, the School District will contribute the following:

Premium: Effective July 1, 2016 through June 30, 2017  
Up to \$419.10 of the single monthly premium

Effective July 1, 2017 through June 30, 2018  
Up to \$427.48 of the single monthly premium

HSA: \$200.00 monthly contribution to the HSA trust account recommended by the School District Insurance Advisory Committee.

- For employees who select employee + 1 coverage, the School District will contribute the following:

Premium: Effective July 1, 2016 through June 30, 2017  
Up to \$833.20 of the employee + 1 monthly premium

Effective July 1, 2017 through June 30, 2018  
Up to \$854.96 of the employee + 1 monthly premium

HSA: \$400.00 monthly contribution to the HSA trust account recommended by the School District Insurance Advisory Committee.

- For employees who select family coverage, the School District will contribute the following:

Premium: Effective July 1, 2016 through June 30, 2017  
Up to \$1,341.12 of the family monthly premium

Effective July 1, 2017 through June 30, 2018  
Up to \$1,367.94 of the family monthly premium

HSA: \$400.00 monthly contribution to the HSA trust account recommended by the School District Insurance Advisory Committee.

District contributions to the HSA trust account will be made each month. 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.

The school district will pay all administrative fees associated with the plan.

**Subd. 3. Married Couples in District with Family Coverage:** When an employee and his/her spouse are both employed by the School District and are eligible for the School District's group health and hospitalization plan, one employee will be provided the contribution for Family deductible coverage in the plan. Additionally, in the event both employees enroll in the same hospitalization dependent plan, full premium for Single coverage of the plan will be credited toward the premium cost of the Family/Employee +1 plan elected by the employees. Any additional cost of the premium will be borne by the employee and paid by payroll deduction.

**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.

**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:**

- a) **Single Coverage:** Effective July 1, 2016, the School District will pay up to \$551.94 of the monthly premium for each part-time employee who qualifies for and enrolls as single in any of the High or Value health and hospitalization plans.
- b) **Employee +1 and Family Coverage:** The employee may choose to purchase Employee +1 coverage or Family coverage at the cost of the Employee +1 coverage or Family coverage premium minus the monthly sum contributed by the School District towards the Single coverage rate described in Subd.1.a., of this Section. The employee must qualify and enroll in the School District's basic group health and hospitalization plan and qualify for dependent payroll deduction.
- c) **HSA Contribution:** Effective July 1, 2016, for those employees who elect to participate in the high deductible health insurance plan with a health savings account (HSA), the School District will make a contribution to the HSA account as follows:

- For employees who select Single coverage, the School District will contribute up to \$427.48 of the single monthly premium and a \$200 monthly contribution to the HSA trust account recommended by the School District Insurance Advisory Committee.
  - For employees who select Employee +1 coverage, the School District will contribute up to \$854.96 of the monthly premium and a \$400.00 monthly contribution to the HSA trust account recommended by the School District Insurance Advisory Committee.
  - For employees who select Family coverage, the School District will contribute up to \$1,367.94 of the monthly premium and a \$400.00 monthly contribution to the HSA trust account recommended by the School District Insurance Advisory Committee.
- d) 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.
- e) 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 Board. 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. 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 VIII LEAVES OF ABSENCE**

### **Section 1. Sick Leave**

**Subd. 1. Full-time Earn and Accumulation:** All full-time School Nutrition employees (secondary and elementary/ESC School Nutrition Managers, Assistant Managers) will accrue sick leave at the rate of one (1) day per month of employment for a total of ten (10) days annually. Unused sick leave days may accumulate to an unlimited number of days 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 pay check.

**Subd. 2. Part-time Earn and Accumulation:** Part-time School Nutrition employees (School Nutrition Assistants, Cashiers) will accrue sick leave at the rate of one (1) day per month worked for a total of ten (10) days annually. A "day" of sick leave is defined as the normal working day of the employee. All School Nutrition employees who are regularly employed will be eligible for sick leave. Unused sick leave days may accumulate to an unlimited number of days per part-time 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 pay check.

**Subd. 3. Use:** Sick leave with pay will be allowed during the school year and during summer employment when an employee's absence is found to have been due to personal illness, which prevented his/her attendance at school and performance of duties on that day or days, provided that the employee has unused sick leave at the time of such absence. Sick leave may also be used for the illness of a minor child as provided for in M.S. § 181.9413 (sick or injured child care leave) provided the employee has unused sick leave at the time of such absence.

**Subd. 4. Medical Verification:** The School District may require a School Nutrition employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School District. In the event that a medical certification will be required, the employee will be so advised.

**Subd. 5. Accrual Deduction:** Sick leave allowed will be deducted from sick leave days accrued by the School Nutrition employee.

**Subd. 6. Approval:** Sick leave pay will be approved only upon submission of a signed request on the authorized sick leave pay request form provided by the School District.

**Subd. 7. Payroll Deduction:** Any days used in excess of the number of days of sick leave accrued will be deducted from the employee's salary for the pay period during which the absence not covered by sick leave occurred.

**Subd. 8. Utilization of Sick Leave Benefits During Absences Covered by Workers' Compensation and/or Long-Term Disability:**

- a) Upon the request of 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 and/or an absence covered by the School District's long term disability insurance, the School District will pay the difference between the compensation received by the employee pursuant to the Workers' Compensation Act and/or LTD and the employee's base rate of pay to the extent of the employee's earned accrual of sick leave.
- b) A deduction will be made from the employee's accrued sick leave according to the pro rata portion of days of sick leave which is used to supplement Workers' Compensation and/or LTD payments.
- c) Such payment will be paid by the School District to the employee only during the period of disability.
- d) In no event will the additional compensation paid to the employee by virtue of sick leave 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 and/or an absence qualifying the employee for LTD payments who elects to receive sick leave pursuant to this Agreement, will submit the Workers' Compensation check and/or LTD payment, endorsed to the School District prior to receiving payment from the School District for this absence.

**Section 2. Family Illness:**

**Subd. 1. Use:** Employees will be granted up to a maximum of ten (10) days absence per year for critical illness in the employee's or spouse's immediate family that may or may not otherwise be covered under the Family and Medical Leave Act (FMLA) and/or state statute. The immediate family will include parent, sister, brother, spouse, son, daughter, son-in-law, daughter-in-law, grandparent, grandchildren, guardian and any other relative or non-relative who stands in the same relationship with the employee. These days will be deducted from accrued sick leave. If the employee does not have sufficient accrued sick leave, there will be a salary reduction based on the employee's daily rate of pay.

**Section 3. Bereavement Leave:**

**Subd. 1. Use-Immediate Family:** School Nutrition employees will be granted up to but not to exceed five (5) days for absence due to death of each member of the employee's or spouse's immediate family. The immediate family will include parent, sister, brother, spouse, son, daughter, son-in-law, daughter-in-law, grandparent, grandchildren, guardian and any other relative or non-relative who stands in the same relationship with the employee. Such absences will be deducted from accrued sick leave. If the employee does not have sufficient accrued sick leave, an amount equal to the cost of a substitute daily rate will be deducted from the employee's salary. Additional absence, but not to exceed five (5) additional days may be granted with a salary deduction equal to the full cost of substitute daily rate of pay. In no case will this additional period exceed five (5) days.

**Subd. 2. Use-Not Immediate Family:** Absence due to the death of a person not listed in Subd. 1 will be limited to one (1) day per incident. Such absence will be deducted from sick leave. If the employee does not have accrued sick leave, an amount equal to the cost of a substitute rate of pay will be deducted from the employee's salary.

**Section 4. Personal Leave:** A School Nutrition employee will be credited one (1) personal leave day per year, accumulative to five (5) days. Personal leave may be used for activities during the school year and during summer employment requiring the employee's personal attention not covered under other provisions of this Agreement. Personal leave shall only be used in full or half-day increments.

**Subd. 1. Requests:** Requests for personal leave must be made in writing to Human Resources at least three (3) days in advance of the leave, except in the event of emergencies. The day(s) will not be deducted from sick leave.

**Subd. 2. Limit:** At no time will more than two percent (2%) of the employees covered by this Agreement be granted personal leave.

**Section 5. Child Care Leave:**

**Subd. 1. Purpose:** An employee may be granted a child care leave of absence according to the procedures outlined in this Section. This leave will be granted to one (1) parent of a newborn child provided such parent is caring for the child on a full-time basis.

**Subd. 2. Request:** A pregnant employee will notify Human Resources in writing not later than the end of the sixth (6th) month of pregnancy, and, also at such time provide a physician's statement indicating the estimated date of delivery of the child.

A male employee will make a request for such leave not less than ninety (90) days in advance of usage. The employee will submit a written request to Human Resources for child care leave, including commencement date and return date. Once a child care leave commences pursuant to this Section, an employee will not be eligible for sick leave pursuant to Section 1 of this Article.

**Subd. 3. Pregnancy:** If the reason for the child care leave is occasioned by pregnancy, an employee may utilize sick leave pursuant to the sick leave provisions of the Agreement during a period of physical disability. During this period of disability, the employee will be required to concurrently take a leave pursuant to the Family/Medical Leave Act (FMLA). A pregnant employee will also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery.

**Subd. 4. Date of Leave:** The effective beginning date of such leave and its duration, or resignation if the employee so elects, will be determined by Human Resources and submitted to the School Board for its action.

In recommending the date of commencement and duration of the leave or the effective date of commencement and duration of the leave or the effective date of the resignation-Human Resources will review each case on its individual merits taking into consideration the following:

- a) The request of the employee
- b) The specific employment duties of the employee involved
- c) The health and welfare of the employee or unborn child
- d) The recommendation of the employee's physician

**Subd. 5. Duration:** In making a determination under Subd. 4 concerning the commencement and duration of a child care leave of absence or resignation, if the employee elects to resign, the School Board may, but will not in any event be required to:

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

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

**Subd. 6. Approval of Leave:** If the employee complies with all provisions of this Section and a child care leave is granted by the School Board, the School Board will notify the employee in writing of its action.

**Subd. 7. Termination of Leave:** Interruption of pregnancy will terminate the child care leave. Human Resources may require in all cases forty-five (45) days' notice to return.

**Subd. 8. Reinstatement:** An employee returning from child care leave 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

**Subd. 9. Failure to Return:** Failure of this employee to return pursuant to the date determined in this Section may constitute grounds for termination in the School District.

**Subd. 10. Probationary Period:** The parties agree that the applicable periods of probation for employees as set forth are intended to be periods of actual service enabling the School District to have opportunity to evaluate an employee's performance. The parties agree, therefore, that periods of time for which the employee is on child care leave will not be counted in determining the completion of the probationary period.

**Subd. 11. Salary:** The parties further agree that any child care leave of absence granted under this Section will be a leave without pay.

**Subd. 12. Experience Credit:** An employee who returns from child care 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 leave. The employee will not accrue additional experience credit for pay purposes or leave time during the period of absence.

**Subd. 13. Insurance:** An employee on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but will pay the entire premium, if required by FMLA, for such programs as the employee wishes to retain. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the School District pursuant to this Section.



**Subd. 14. Notification to Return:** An employee on child care leave will be sent a notice of assignment from Human Resources at least sixty (60) days prior to the specified return of said leave.

**Subd. 15. Failure to Return Notice:** The employee will lose all re-employment rights if the employee refuses or fails to return the notice of assignment within ten (10) days.

**Section 6. Adoption Leave: Purpose:** An employee may, upon request, be granted a leave for the adoption of a child.

**Subd. 1. Request:** An employee making application for adoption leave will inform Human Resources in writing of intention to take the leave at least three (3) calendar months before commencement of the intended leave.

**Subd. 2. Date of Leave:** The effective beginning date of such leave and its duration or resignation if the employee so elects, will be determined Human Resources and submitted to the School District for its action.

**Subd. 3. Use of Sick Leave:** An employee may request to use up to fifteen (15) days of personal sick leave to assist in needed medical and health care for the child, commencing the date of the child's arrival in the employee's custody.

**Subd. 4. Duration:** In making a determination concerning the commencement and duration of an adoption leave, the School District will not in any event, be required to:

- a) Grant any leave more than twelve (12) months in duration.
- b) Permit the employee to return to his/her employment prior to the date designated in the request for adoption leave.

**Subd. 5. Reinstatement:** An employee returning from adoption leave 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.

**Subd. 6. Failure to Return:** Failure of the employee to return pursuant to the date determined under this Section will constitute grounds for termination.

**Subd. 7. Probationary Period:** The parties agree that the applicable periods of probation for the employees are intended to be periods of actual service enabling the School District to have opportunity to evaluate the employee's performance. The parties agree, therefore, that periods of time for which the employee is on adoption leave will not be counted in determining the completion of the probationary period.

**Subd. 8. Experience Credit:** The employee who returns from adoption 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 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.

**Subd. 9. Insurance:** An employee on adoption leave is eligible to participate in group health or dental insurance programs if permitted under the insurance policy provisions, but will pay the entire premium, if required by FMLA, for such programs the employee wishes to retain. The right to continue participation in such group insurance programs will terminate if the employee does not return to the School District pursuant to this Section.

**Subd. 10. Notification to Return:** An employee on adoption leave will be sent a notice of assignment from Human Resources at least sixty (60) days prior to the specified return date of said leave.

**Subd. 11. Failure to Return Notice:** The employee will lose all re-employment rights if the employee refuses or fails to return the letter of assignment within ten (10) days.

**Subd. 12. Salary:** The parties agree that any adoption leave granted under this Section will be leave without pay.

**Section 7. Long-Term Leave: Eligibility:** School Nutrition employees with a minimum of three (3) years of experience in the School District may apply for an unpaid leave of absence once during their School District employment. Additional leaves may be granted at the discretion of Human Resources for health reasons.

**Subd. 1. Duration:** Leave may be granted for a period of time up to one (1) year.

**Subd. 2. Insurance:** An employee on an approved long-term leave is eligible to continue participating at his/her own expense in the health and hospitalization and/or dental program of the School District. This participation will be subject to the conditions prescribed by the insurance carrier.

**Subd. 3. Benefit Accrual:** A School Nutrition employee on approved leave will retain his/her accrued benefits as of the beginning date of the leave. No benefits will accrue during the period the School Nutrition employee is on leave.

**Subd. 4. Purpose:** Consideration for granting long-term leaves will be given for:

- |                             |                              |
|-----------------------------|------------------------------|
| Health                      | Election to Political Office |
| Retraining or Career Change | Approved Travel              |
| Education                   |                              |

**Subd 5. Requests:** Requests for leaves must be made at least thirty (30) days in advance except in emergencies and submitted to the administrator in charge for his/her recommendation. Final approval will be made by Human Resources.

The number of staff on approved leave at any given time will not exceed two percent (2%) of the total School Nutrition staff.

**Subd. 6. Reinstatement:** An employee returning from long-term leave for reasons other than his/her own or an immediate family member's serious medical condition will be re-employed in the position occupied prior to the leave, subject to vacancy and ability to perform duties.

An employee returning from long-term leave due to his/her own or an immediate family member's serious medical condition 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

**Subd. 7. Notice to Return:** A School Nutrition employee on long-term leave will be sent a notice of assignment from 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) At least sixty (60) days prior to the specified return of said leave when such date falls at any other time during the school year.

**Subd. 8. Failure to Return Notice:** The School Nutrition employee will lose all re-employment rights if the School Nutrition employee refuses or fails to return the notice within ten (10) days.

**Section 8. Short-Term Leave (ten (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 ten (10) working days per contract year.

**Subd. 3. Requests:** Requests for short-term leave will be made five (5) days in advance except in the case of emergencies. The request will be on a leave of absence request and will clearly state the reason for such request. Any special conditions or arrangements established by the administrator for a short-term leave will be in writing to the individual requesting the leave. All conditions established must be met to be eligible for the leave.

**Subd. 4. Approval:** Short-term leave may be granted only in special circumstances and must be approved by the Director of Food Services.

**Subd. 5. Limit:** At no time will more than three (3) of the employees covered by this agreement be granted a short-term leave.

**Section 9. Jury Duty:** School Nutrition employees summoned to jury duty will be granted time off with pay.

**Subd. 1. Notice to School District:** School Nutrition employees who receive a summons for jury duty are to notify Human Resources immediately of the proposed dates of service.

**Subd. 2. Remittance of Stipend:** School Nutrition employees who receive a stipend for jury duty are to reimburse the School District for the amount received, minus the mileage allowance if they were on jury duty during school time. Such reimbursement will not exceed the employee's daily usage.

**Subd. 3. Pay:** School Nutrition employees will have no loss of pay as a result of jury duty if the provisions of Subds. 1 and 2 are met. Failure to do so will result in a cost of sub deducts.

**Section 10. Religious Leave:**

**Subd. 1. Use:** School Nutrition employees may be granted up to three (3) days of religious leave. School Nutrition employees must make application, including a brief statement of the request, to Human Resources at least three (3) days prior to the religious leave. Human Resources will notify the employee's supervisor to make the necessary arrangements allowing the employee to make up the days at some other prearranged time. However, an employee may utilize provisions outlined in Section 4, Personal Leave, or Section 1, Sick Leave, if so desired. If the employee chooses none of the options as outlined herein, the leave will be granted with full loss of pay.

**Section 11. Eligibility for Leaves and Absences:** Only employees who are assigned for the full school term or year, are eligible for leave and absence benefits.

**Section 12. Unexcused Absences:** Employees who are absent without approved leave (with the exception of emergencies) may be subject to discipline, up to and including discharge from employment.

**ARTICLE IX  
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 any person or agent designated by such party to act in his/her 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 week days 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 twenty (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 I:** 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 (5) days after receipt of the written grievance.

**Subd. 3. Level II:** In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I.

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

**Subd. 4. Level III:** In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II.

If a grievance is properly appealed to the School Board, the School Board will set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (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 I or Level II of this procedure provided the School Board or its representative notify the parties of its intention to review within ten (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 ten (10) days following the decision in Level III 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 ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the BMS to appoint an arbitrator, pursuant to the PELRA, providing such request is made within twenty (20) days after request for arbitration. The request will ask that the appointment be made within thirty (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 (5) 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 IX 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 thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before her/him will be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided for in the 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 X DURATION**

**Section 1. Term and Reopening Negotiations:** This Agreement will run from July 1, 2016 through June 30, 2018, and thereafter in accordance with the provisions of the PELRA. If either party desires to modify or amend this Agreement it will give written notice of such intent no later than May 1, 2018. Unless otherwise mutually agreed, the parties will not commence negotiations more than ninety (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, 2016-June 30, 2018

**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.