INDEPENDENT
SCHOOL DISTRICT 834

Master Contract

2021-2022
2022-2023

CAFETERIA EMPLOYEES' ORGANIZATION

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MEMORANDUM OF UNDERSTANDING ..... ERROR! BOOKMARK NOT DEFINED.

ARTICLE I – PURPOSE

Section 1 – Parties

This Agreement, entered into between the School Board of Independent School District 834, Stillwater, Minnesota, hereinafter referred to as the School Board and the School District 834 Cafeteria Employees Organization, hereinafter referred to as the exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as P.E.L.R.A., to provide the terms and conditions of employment for cafeteria employees during the duration of this Agreement.

ARTICLE II – RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1 – Recognition

In accordance with P.E.L.R.A., the School Board recognizes the Cafeteria Employees Organization as the exclusive representative for cafeteria employees employed by the School Board for Independent School District 834, which exclusive representative shall have those rights and duties as prescribed by P.E.L.R.A. and as described in the provisions of this Agreement.

Section 2 – Appropriate Unit

The exclusive representative shall represent all such employees of the district contained in the appropriate unit as defined in Article III, Section 2, of this Agreement and P.E.L.R.A. and in certification by the Director of Mediation Services, if any.

ARTICLE III – DEFINITIONS

Section 1 – Terms And Conditions Of Employment

Shall mean the hours of employment, the compensation therefore, and economic aspects relating to employment, and the employer's personnel policies affecting the working conditions of the employees.

Section 2 – Appropriate Unit

For purposes of this agreement, the term employees shall mean any person employed by the School Board to work in the cafeteria, excluding confidential employees, supervisory employees, essential employees, part-time employees who work less than two- and one-half hours per day, and employees who hold positions of temporary or seasonal nature for a period of not in excess of 100 working days in any calendar year.

Section 3 – Immediate Supervisor

Immediate supervisor shall be defined as the supervising person in charge of the employee's workstation and who is responsible for the day-to-day direction of the employees.

Section 4 – Days

Reference to days in the agreement shall mean working days.

Section 5 – Full-Time Employees

Employees regularly scheduled to work six or more hours per day, for the full term of the school year, shall be considered full-time.

Section 6 – Part-Time Employees

Employees regularly scheduled to work less than six hours per day, for the full term of the school year, shall be considered part-time.

Section 7 – Employment Date

The first day of most recent continuous service in the school district.

Section 8 – Seniority Date

Employees who have completed their probationary period shall earn seniority. The seniority date shall be retroactive to the first day of the most recent continuous service in the Cafeteria Employee's Organization.

Subd. 1 – The district shall maintain a seniority list of cafeteria employees. An employee who works two- and one-half hours or more per day and at least one full school year of student contact days, will earn seniority.

Subd. 2 – A person assuming a position which is vacant because a person who has a seniority claim on that position is on sick leave or other leave of absence shall not acquire seniority.

Section 9 – Temporary Position

A position that is expected to last one year or less or is vacant because an employee who has a seniority claim on that position is on leave of absence, shall be considered temporary.

Section 10 – Other Terms

Terms not defined in this agreement shall have those meanings as defined by P.E.L.R.A.

ARTICLE IV – SCHOOL BOARD 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 employer, the 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 shall perform the services and duties prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives, and orders, issued by properly designated officials of the school district. The exclusive representative also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, regulation, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this agreement and recognizes that the School Board, all employees covered by this agreement, and all provisions of this agreement are subject to the laws of the state. Any provision of this agreement found to be in violation of any such laws, rules, regulations, directives, or orders shall be null and void and without force and effect.

Section 4 – Reservation Of Managerial Rights

The foregoing enumeration of the board rights shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and functions not expressly delegated in the contract are reserved to the School Board.

ARTICLE V – EMPLOYEE RIGHTS

Section 1 – Rights To Join Or Not

The School Board recognizes the right of the employees to form and join labor or employee organizations and the School Board also recognizes the right of any and all employees not to join and to withdraw membership in employee and labor organizations nor shall any employee be discriminated against because of the employee's right to join or not to join.

Section 2 – Right To Views

Nothing contained in this agreement shall be construed to limit, impair, or affect the right of any employee or his representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designated to or does not interfere with the full faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

Section 3 – Dues Check-Off

Employees shall have the right to request and be allowed dues check-off for the exclusive representative. Upon receipt of a properly executed authorization form from the employee to the Organization, and Organization notification to the school district, the School Board shall deduct from the employee's paycheck the dues the employee has agreed to pay to the exclusive representative. The Organization assumes full responsibility for the validity of authorization forms and accurate notification to the District. Dues deducted pursuant to dues check-off under this provision will be forwarded to the treasurer of the Cafeteria Employees' Organization. Deductions may only be terminated by the employee, by giving a written notice to that effect, to the Human Resources office with a copy to the exclusive representative.

The exclusive representative hereby warrants and covenants that it will defend, indemnify, and save the school district harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have now or in the future, arising out of or by reason of the dues deduction.

Section 4 – Sums Deducted From Salary

With respect to any sums deducted from an employee's paycheck, for membership dues, the School Board shall transmit such sums to the exclusive representative, together with a list of names of employees for whom deductions were made and the amount of such deductions within 30 calendar days of such deduction. In the event an employee requests that dues check-off be stopped or leaves the employment of the School Board, any deduction shall cease effective for the paycheck following such notice or cessation of employment.

Section 6 – Access To Financial Information

The School Board shall provide on request of the exclusive representative, access to district financial information, budgets, and such other information necessary to the effective performance of the duties of the exclusive representative. The exclusive representative shall pay reasonable costs for copies of such material.

Section 7 – Release Time For Exclusive Representative

The School Board shall provide up to 60 hours of release time without loss of pay or sick leave deduction for use by the exclusive representative and shall provide paid substitutes as required.

ARTICLE VI – COMPENSATION

Section 1 – Wages & Salaries – Appendix "A"

The wages and salaries reflected in Appendix A, which is attached to and part of this agreement, shall be in effect for the period commencing July 1, 2021 and ending June 30, 2022.

Section 2 – Substitute Rates

A cafeteria employee who subs in a manager position will be paid a premium of $.65 per hour. Effective beginning the sixth consecutive day in the substitute position, the cafeteria employee shall be paid at step one of the applicable managers pay schedule. In circumstances where it is known in advance that the length of the substitute cafeteria manager assignment will exceed five days, the employee shall receive the manager rate beginning on the first day of the assignment. The cafeteria manager will designate the employee who is to act as substitute cafeteria manager in his/her absence. The manager is to notify the acting substitute manager the night before, if possible, or no later than 7:00 a.m. of the day he/she is to be absent.

Section 3 – Paid Holidays

All members of the Cafeteria Organization shall be eligible to receive five paid holidays per year. Holiday pay shall be based on the employee's regularly scheduled workday. Employees who work less than a full year will receive holiday pay on a pro-rata basis. Such holidays shall include Thanksgiving, the day after Thanksgiving, December 25 (or an equivalent day), January 1 (or an equivalent day), and Memorial Day.

Section 4 – Certification/Training Requirements

Subd. 1 – Beginning January 1, 2020 new employees must complete two online classes, as specified by the Supervisor of Nutrition Services, within the first 90 days of employment. Effective January 1, 2020, employees will not be required to obtain SNA Certification. The courses shall be considered complete when a copy of the course completion certificates are on file with the Supervisor of Nutrition Services. Failure to complete required courses within the timelines will be grounds for termination.

Subd. 2 – Employees may opt to maintain their SNA certification and/or membership. The District will reimburse employees for their optional membership fees. Employees shall be responsible for all costs and fees related to certification.

Subd. 3 – The District will be responsible for providing training to meet USDA Professional Standards. If employees do not attend the training provided, the employee will be responsible for obtaining appropriate training. Failure to complete required coursework will be grounds for termination.

Subd. 4 – Cafeteria managers must obtain a Minnesota Food Manager's license within six months of promotion or hire. The District will reimburse the manager and one other employee per kitchen for license fees for initial licensure associated with obtaining such licensure. On an annual basis, the District will provide courses necessary for cafeteria managers to obtain/maintain the Minnesota Food Manager's license, at no cost to the employee. If the employee does not participate in the course offering(s) by the District, they will be responsible for obtaining such coursework, at their own cost. Failure to meet such requirements constitutes grounds for demotion or dismissal.

Section 5 – Pay Periods

Subd. 1 – Employees shall be paid twice per month. If any pay date falls on a Saturday, Sunday, or holiday, employees will be paid on the last business day preceding.

Subd. 2 – All employees are required to use electronic deposit in the employee's choice of direct deposit account.

Section 6 – Overtime

Subd. 1 – A cafeteria employee working overtime, not covered by compensatory time, shall be paid at the regular hourly rate up to a maximum of 40 hours per week. After 40 hours, an employee will be paid at the rate of time and one half.

Subd. 2 – Overtime must be approved in advance by the authorizing administrator.

Subd. 3 – Employees working on Saturdays, Sundays, and holidays, or after 5 p.m. on weekdays will be paid at the rate of time and one half.

Section 7 – Experience Credit

A new or returning cafeteria employee who has special training or experience may be given credit for up to one year for purposes of initial placement on the salary schedule. Experience credit does not affect seniority.

Section 8 – Compensatory Time

Compensatory time is working beyond the regular workday or week as authorized by the administrator in charge.

1. Compensatory time earned must be used within 20 working days. If compensatory time cannot be used within 20 days, then the administrator in charge may require payment of accumulated comp time.

2. Prior approval must be obtained from the authorizing administrator.

3. Compensatory time cannot be used whenever a substitute is necessary to replace the employee while using compensatory time.

4. Compensatory time shall be given at one- and one-half times, after 40 hours in accordance with state and federal laws.

Section 9 – Mileage

Employees will receive mileage reimbursement at the current rate for any meetings called by the Supervisor of Nutrition Services or the administration.

Section 10 – Comparable Worth

The wages provided herein may, at the sole discretion of the School Board, be increased during the term of this contract for purposes of complying with applicable state and federal laws.

ARTICLE VII – GROUP INSURANCE

For all insurance programs, the board will make payment of its share of insurance premiums for each employee to provide insurance coverage for the full 12-month period commencing on September 1 and ending on August 31.

Section 1 – Eligibility For Benefits

Subd. 1 – Employees who work regularly at least four hours per day and the full term of the school year shall be eligible for insurance benefits as described in this Article. Employees in temporary positions will not be eligible for insurance benefits.

Subd. 2 – Employees who work regularly less than four hours per day will not be eligible to participate in insurance benefits provided by the district.

Subd. 3 – Part-time employees hired on or after July 1, 2007, will not be eligible to participate in health and hospitalization insurance benefits. Effective July 1, 2020, part-time health and hospitalization benefits will only be available to employees enrolled in such benefits as of that date. Employees not enrolled in part-time benefits on July 1, 2020, will not have the option to enroll in part-time benefits, even if employed prior to July 1, 2007.

Subd. 4 – Employee may only be covered under one policy under each of the District's insurance plans, i.e., health and dental. Employees covered as a spouse under a Stillwater School District employee's plan shall be eligible for a VEBA contribution as defined in this Article.

Subd. 5 – Employees hired on or after July 1, 2016, shall not be eligible to participate in the non-high deductible plan and shall be eligible to participate in the high deductible plan only.

Section 2 – Health And Hospitalization Insurance

Subd. 1 – The School Board shall provide a monthly contribution toward the premium for single or family insurance coverage for eligible employees who qualify for, and are enrolled in, any of the district's group health and hospitalization plan(s) for cafeteria employees. The amount provided by the district shall be as follows; however, this amount shall not exceed the actual cost of insurance premium:

Full-time employees participating in the non-high deductible plan:

July 1, 2021 – June 30, 2022: Up to $1,874.00
July 1, 2022 – June 30, 2023: Up to $1,996.00

Part-time employees participating in the non-high deductible plan:

Family Coverage:

July 1, 2021 – June 30, 2022: Up to $919.00
July 1, 2022 – June 30, 2023: Up to $986.00

Single Coverage:

July 1, 2021 – June 30, 2022: Up to $438.00
July 1, 2022 – June 30, 2023: Up to $466.00

Full-time employees participating in the high deductible/HRA/VEBA plan:

July 1, 2021 – June 30, 2022: Up to $1,518.00
July 1, 2022 – June 30, 2023: Up to $1,616.00

Part-time employees participating in the high deductible/HRA/VEBA plan:

Family Coverage:

July 1, 2021 – June 30, 2022: Up to $820.00
July 1, 2022 – June 30, 2023: Up to $875.00

Single Coverage:

July 1, 2021 – June 30, 2022: Up to $432.00
July 1, 2022 – June 30, 2023: Up to $460.00

July 1, 2021 through June 30, 2022

For full-time employees participating in the high deductible/HRA/VEBA insurance plan, the monthly District contribution to a VEBA shall be as follows:

Family Coverage: $250.00 per month
Single Coverage: $125.00 per month

There shall be no District contribution to a VEBA for part-time employees participating in the high deductible/HRA/VEBA insurance plan.

For full-time employees provided a VEBA contribution due to coverage under another Stillwater School District employee's insurance policy, the monthly district contribution to a VEBA shall be as follows:

Effective July 1, 2017: $189.58

Subd. 2 – The District's HRA/VEBA contribution shall be made in conjunction with regularly scheduled salary payments.

Subd. 3 – The cost of any premium that exceeds the district's monthly contribution shall be paid by the employee by payroll deduction.

Subd. 4 – The health and hospitalization program will be coordinated with Medicare in accordance with Minnesota Statutes.

Section 3 – Dental Insurance

The School Board shall provide a monthly contribution toward the premium for dental coverage, including dependent coverage, for full-time employees who qualify for and are enrolled in the district's dental insurance plan. The amount provided by the district shall be as follows; however, this amount shall not exceed the actual cost of the insurance premium:

July 1, 2021 through June 30, 2022: Up to $97.00 per month
July 1, 2022 through June 30, 2023: Up to $100.00 per month

Section 4 – Group Term Life Insurance

The school district shall contribute the full premium necessary to purchase group life insurance in the amount of $10,000 for full-time employees, and part-time employees hired prior to July 1, 2007, working four hours or more per day.

Section 5 – Short Term Disability Income Protection

Subd. 1 – Cafeteria employees employed at least four hours per day shall be eligible for short term disability income protection, upon completion of one full day of employment, in accordance with plan provisions.

Subd. 2 – Short term disability shall be available, upon receipt of medical certification, when sick leave benefits have been exhausted, but not before the tenth day of a disability. Short term disability income protection shall cease when the combination of sick leave and short-term disability total 120 days.

Subd. 3 – The school district shall provide eligible employees with short-term salary protection equal to 70% of the employee's base daily rate of pay for each working day of disability.

Subd. 4 – This plan terminates upon termination of employment.

Section 6 – Long Term Disability Insurance

Subd. 1 – Cafeteria employees employed at least six hours per day, who have successfully completed their probationary period, shall be eligible for long term disability income protection.

Subd. 2 – Cafeteria employees are eligible for long term disability income protection after 120 consecutive working days of disability.

Subd. 3 – The school district shall provide eligible employees with long term disability income protection equal to 70% of one-twelfth (1/12) of the employee's basic annual earnings in effect prior to the date of disability.

Section 7 – Insurance Committee

A representative selected by the Cafeteria Employees will be a member of the District Insurance Review Committee. The committee shall review the operation of current

insurance programs, including benefits and claim payments, study, and recommend changes in coverage, and review RFP's and proposals.

ARTICLE VIII – LEAVES

Section 1 – Sick Leave

Subd. 1 – Cafeteria employees shall earn one day of sick leave per month, accumulative to ten days per year. Employees working less than the full school year shall earn sick leave on a pro-rated basis. Sick leave will be deducted only for the portion beyond worker's compensation to full salary.

Subd. 2 – The total sick leave to be earned during a service year will be available to the employee at the beginning of each year, except that during the initial year of employment only, the total sick leave allowable will be available to the employee after working a minimum of one day. Upon termination of employment, an employee's last check will be adjusted for any sick leave used in excess of what has been earned.

Subd. 3 – Unused sick leave may accumulate without limit, except that not more than 120 days may be utilized for any single disability. Additional days may be used on a pro-rated basis to supplement LTD.

Subd. 4 – The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School District.

Subd. 5 – In the event that a medical certificate will be required, the employee will be so advised.

Subd. 6 – An employee who is unable to work because of personal illness or disability, and who has exhausted all accumulated sick leave available, may be granted a medical leave of absence for the duration of the fiscal year during such illness or disability. Upon board approval, this leave may be extended a maximum of one additional year upon written request by the employee, on the basis of medical certification, during which time the employee will retain job rights to an equivalent position.

Subd. 7 – Sick leave pay shall be paid only upon submission and approval of request by authorizing administrator.

Subd. 8 – Sick leave is to be utilized for all absences resulting from an employee's physical or mental illness, therapy, examination and consultations, and those of a minor child. Sick leave may also be utilized for absences due to illness or injury of the employee's spouse, adult child, sibling, parent, grandparent, or stepparent, up to 160 hours per 12-month period, beginning July 1 of each year, pursuant to M.S. 181.9413.

Section 2 – Emergency Leave

Subd. 1 – Upon advanced approval, an employee may be granted up to two paid days of emergency leave per year. For purposes of this Section, emergency leave is defined as

compelling business that cannot be conducted outside the workday. Reasons for such absences may include, but are not limited to, funerals not covered by bereavement leave, required attendance in a court of law, legal consultations, required academic situations, and reasons that qualify under school conference leave.

Subd. 2 – Emergency leave may never be used to extend a vacation, for business trips with spouse, to get married, for hunting or fishing trips, or in lieu of sick leave.

Subd. 3 – Falsifying an emergency leave request is grounds for termination.

Section 3 – Bereavement Leave

Upon approval, up to five days per occurrence of paid leave may be granted for death in the immediate family. For purposes of this section, immediate family is defined as spouse, children, stepchildren, parents, spouse's parents, stepparents, brothers, sisters, brothers-in-law, sisters-in-law, aunts, uncles, grandparents, and grandchildren.

Section 4 – Jury Duty

Subd. 1 – An employee who is called to jury duty shall notify the Human Resources office immediately upon receipt of notice so that arrangements to excuse the employee to serve may be made if necessary.

Subd. 2 – An employee who is absent because of jury service will receive their regular salary from the district during the period of services, provided that the employee submits pay received for the jury service, less any reimbursement for mileage or parking, in accordance with state laws.

Section 5 – Parental Leave

Subd. 1 – A parental leave without pay may be granted by the school district subject to the provisions of this section. Parental leave may be requested because of the need to prepare and provide parental care for a child or children of the employee for an extended period of time.

Subd. 2 – An employee shall request parental leave in writing at least three calendar months in advance of the intended leave.

Subd. 3 – The school district may adjust the proposed beginning or ending date of parental leave so that the dates are coincident with some natural break in the school year.

Subd. 4 – Parental leaves may be granted up to one full year following the school year in which the leave was granted.

Subd. 5 – An employee returning from Parental Leave shall be re-employed in a position equivalent to the position held prior to taking the leave.

Subd. 6 – An employee returning from Parental Leave will be placed on the next higher step on the salary schedule only if the employee has worked at least one half the prior year.

Subd. 7 – During the period of parental leave, accrued sick leave will be held in credit. The employee is eligible to continue all insurance benefit plans but must pay the total premiums for these programs.

Subd. 8 – Whenever parental leave extends to the end of a school year; the employee must notify Human Resources in writing by April 1 of intent to return or not return to the district the following year. Whenever possible, the administrator, when requested, will meet with the employee returning from leave to determine building assignment.

Subd. 9 – If an employee chooses to utilize disability leave, the employee must continue to work until she can no longer fulfill the requirements of the position. The employee is required to return to work or take parental leave as soon as she is physically able to do so. After the birth of a child, a certificate of disability from the doctor is required every two weeks. During the period of disability only, the employee is eligible to receive sick leave and disability leave benefits. An employee may request a parental leave at the conclusion of this disability.

Subd. 10 – If the reason for parental leave is occasioned by pregnancy and the period of confinement is interrupted, the employee may return to work prior to the ending date of the leave only if she is physically able and a suitable opening is available.

Subd. 11 – Periods of time when an employee is on parental leave may not be used to satisfy probationary requirements.

Subd. 12 – Up to ten days of sick leave may be utilized for the adoption of a child or for paternal leave upon the birth of a newborn child.

Section 6 – Short Term Leave Without Pay

Short term leave without pay shall be available to employees according to the following provisions:

Subd. 1 – An employee desiring short term leave without pay shall present a written request to the immediate supervisor at least 15 days prior to the beginning date of the leave.

Subd. 2 – During the first two years of employment, Human Resources, after consulting with the immediate supervisor, may grant up to five days of leave per year, provided that an acceptable substitute is available.

Subd. 3 – Starting with the third year of employment the Human Resources Supervisor, after consulting with the immediate supervisor, may approve up to ten days of leave during any two-year rolling period of time. The two-year period will be determined by looking back two years from the date of the request.

Subd. 4 – No short-term leave without pay will be granted if an employee has applicable paid leave available.

Section 7 – Worker's Compensation

An employee who is injured while in performance of his/her duties as an employee shall receive such compensation and expenses as prescribed by the Worker's Compensation Law

of the State of Minnesota. Such compensation shall be supplemented with an amount sufficient to maintain his/her regular salary for a period not to exceed his/her sick leave reserve.

Section 8 – Special Leave

Subd. 1 – Employees are eligible for a year's leave of absence without pay after two full years of employment in the district. If the School Board feels that the conditions warrant honoring of the request, the leave of absence will be granted provided a satisfactory replacement can be found who would agree to work during the time of the leave.

Subd. 2 – An employee on leave will not receive advancement of the salary schedule during the leave. Sick leave will be frozen during the leave. Seniority will continue to accrue to the employee during the leave.

Subd. 3 – An employee shall notify the authorizing administrator and Human Resources in writing by March 1 of their intent to return or not to return to work.

Subd. 4 – An employee returning from leave will be reassigned to the same or an equivalent position.

Section 9 – School Conference Leave

In accordance with Minnesota Statute 181.9412, the employer will grant an employee leave up to a total of 16 hours during any school year to attend conferences or classroom activities related to the employee's child, providing such activities cannot be scheduled during non-work hours. School conference and classroom activities will apply only to students in grades Kindergarten through 12. Such leave is unpaid unless the employee has Emergency Leave available to them.

ARTICLE IX – CONDITIONS OF SERVICE

Section 1 – Duty Free Periods

Each employee will be provided with an unpaid duty-free lunch period of thirty minutes and will be entitled to a lunch at no cost for the purpose of quality control. In the case that the lunch period occurs after the assigned duty period, the employee may choose not to utilize the scheduled lunch period.

Section 2 – Work Breaks

Each employee working more than three hours shall be provided with a duty-free break of 15 minutes for each three-hour period of service. Insofar as possible, such breaks shall be given after a minimum of one hour worked. Employees working three or less hours are not entitled to a duty-free break.

Section 3 – Contract Days

Except in case of a strike, the work year for cafeteria employees shall coincide with the student school year. Additional days may be required as directed by Supervisor. The back

to school workshop day will be required for all employees. Managers will be required to work up to five additional days as outlined by the Nutrition Services Department. This will include a manager meeting two weeks prior to the start of school and the back to school workshop.

If a strike causes the schools to be closed, cafeteria employees will be paid the first five days that school is not in session and they will then be laid off without pay for the remainder of the strike. During the strike, insurance premiums will continue to be paid by the district. Such layoffs will be duly certified to the proper state unemployment compensation officials.

Section 4 – Postings

Subd. 1 – Whenever an opening for a cafeteria employee position of four hours or more occurs in any of the schools, the Human Resources Department shall prepare a written notice of such openings including job title, job description and qualifications. Such notices shall be posted on the district website and sent by email to all kitchens.

Subd. 2 – Job openings shall be posted for at least five working days and shall not be filled during such time, except the posting period shall be two days during the three-week period immediately prior to the start of the first student contact day of each year. Nothing in this subdivision prohibits the District, however, from advertising for both unit and non-unit applicants on a concurrent basis.

Subd. 3 – All internal cafeteria employees *making* application are to be interviewed before an applicant from outside the unit is interviewed. The word "interview" as used in this subdivision shall mean that the Supervisor of Nutrition Services, or designee will make an effort to talk (formally or on an informal basis) with each applicant before outside applicants are interviewed.

Subd. 4 – Additional Hours – Whenever a kitchen's hours are expanded, up to one hour, such additional hours will be offered to the most qualified employee in the kitchen, provided schedules do not conflict. In the event two or more employees' express interest from within the building, are equally qualified, and meet all other requirements, the employee with the most seniority shall be offered the additional hours. If no one within the building is assigned the additional time, the increase of hours shall be posted in all other buildings.

Section 5 – Promotions

For purposes of this section, a promotion is defined as moving to a position of a higher classification which involves a basic increase in pay.

Subd. 1 – In filling positions involving a promotion, the position shall be filled by the school district with the best qualified candidate, as determined by the Supervisor of Nutrition Services and Cook Manager. In making its determination, the administration shall consider the employee's qualification and aptitude for the position as well as her/his length of service with the school district, along with other relevant factors.

Subd. 2 – If, in review of applications, the administration is going to recommend that a job be awarded to a junior employee or an outside applicant, a designated person from the Cafeteria Employee's Organization negotiations team shall be notified in advance of awarding the job and shall have the opportunity to discuss the matter with the Supervisor of Nutrition.

Section 6 – Emergency School Closings

On a day when school is canceled for students all cafeteria personnel are excused from work on that day. Employees shall receive their normal daily rate of pay for the first two emergency closings due to weather each year. When Flex/eLearning days are implemented, generally starting the third day of school closure, cafeteria employees will be provided opportunities to make up time missed through online professional development and/or additional workdays scheduled at the end of the school year, as arranged by the Supervisor of Nutrition Services.

Section 7 – Health Examination

To be eligible for employment, new cafeteria employees shall be required to complete a health examination. The exam must be completed at a clinic determined by the district and will be paid for by the school district.

Section 8 – Resignation

A written notice of resignation shall be filed with the Human Resources office at least two weeks prior to the effective date of resignation.

Section 9 – Clothing

Employees must dress in accordance with Nutrition Services uniform policy.

Section 10 – Summer Notices

Employees will be provided with a minimum of ten days advanced written notice when they will be required to attend meetings which are held during non-duty summer months of each year.

ARTICLE X – GRIEVANCE PROCEDURE

Section 1 – Grievance Definition

A "grievance" shall mean an allegation by an employee or the exclusive representative resulting in a dispute or disagreement between the employee or the exclusive representative and the School Board 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, exclusive representative, administrator, or School Board may be represented during any step of the procedure, by any person or agent designated by such party, to act on his/her behalf.

Section 3 – Definitions And Interpretations

Subd. 1 – Extension – Time limits specified in the agreement may be extended by mutual agreement.

Subd. 2 – Days – Reference to days regarding time periods in this procedure shall refer to working days. Working days are defined as all weekdays not designated as holidays by state law.

Subd. 3 – Computation of Time – In computing any period of time prescribed of allowed by procedures herein, the date of the act, event or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday.

Subd. 4 – Filing and Postmark – The filing or service of any notice or document herein shall be timely if it bears a dated postmark of the United States mail within the time period.

Subd. 5 – The employee or the exclusive representative and the School Board or its designee may waive any level of this procedure by written mutual agreement.

Subd. 6 – Notwithstanding the action of any employee, the exclusive representative shall be informed of all formal grievances, and shall receive a copy of all grievances, decisions and appeals.

Subd. 7 – All meetings or hearings provided for in this grievance and arbitration procedure shall be conducted at a mutually agreeable time and employees who participate in such meetings or hearings shall not be deducted wages or leave credit for such participation.

Section 4 – Time Limitation And Waiver

Grievances shall not be valid for consideration unless the grievance is submitted in writing to the building principal setting forth the facts and the specific provisions of the agreement allegedly violated, and the relief sought within 20 working days after the date the event giving rise to the grievance occurred. Failure to appeal a grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter shall constitute a waiver of the grievance.

Section 5 – Adjustment Of Grievance

The School Board and the employee or the exclusive representative shall 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 Process – The employee should first attempt to resolve the grievance informally by consulting with the cafeteria manager, building principal and/or the Supervisor of Nutrition Services.

Subd. 2 – Level I – In the event that the grievance is not resolved through informal means, the employee may submit the grievance in writing to the building principal. The building principal shall meet with the employee and render a decision within ten days after receipt of the grievance.

Subd. 3 – Level II – In the event the grievance is not resolved in Level I, the decision rendered may be appealed to Human Resources, provided such appeal is made in writing

within five days after receipt of the decision in Level I. If a grievance is properly appealed to Human Resources, Human Resources shall set a time to meet regarding the grievance within 15 days after receipt of the appeal. Within ten days after the meeting, Human Resources shall issue a decision in writing to the parties involved.

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

Section 6 – School Board Review

The School Board reserves the right to review any decisions issued under Level I and Level II of this procedure provided the School Board or its representative notify the parties of its intention to review within ten 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 provided such decision is issued within ten days of notification.

Section 7 – Denial Of Grievance

Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

Section 8 – Arbitration Procedures

In the event that the employee or the exclusive representative 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 the exclusive representative and such request must be filed in the office of Human Resources within ten days following receipt of the decision in Level III of the grievance procedure.
Subd. 2 – Prior Procedure Required – No grievance shall 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 shall, within ten 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 PERB to appoint an arbitrator pursuant to M.S. 179.70, Subd. 4, providing such request is made within 20 days after request for arbitration.

The request shall ask that the appointment be made within 30 days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the PERB within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4 – Submission of Grievance Information

1. Upon appointment of the arbitrator, the appealing party shall, 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 shall include the following:

    a. The issues involved
    b. Statement of the facts
    c. Position of the grievant
    d. The written documents relating to Article X, Section 5 of the grievance procedure.

2. The School Board shall make a similar submission of information relating to the grievance either before or at the time of the hearing.

Subd. 5 – Hearing – The grievance shall be heard by a single arbitrator and both parties may be represented by such persons as they may choose and designate, and the parties shall 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 shall be a hearing denovo.

Subd. 6 – Decision – The decision by the arbitrator shall be rendered within 30 days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by the P.E.L.R.A. of 1971.

Subd. 7 – Expenses – Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representative, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The party making the request shall bear the expense of the transcript or recording. The parties shall equally share fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 8 – Jurisdiction – The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issues in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public School Board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 9 – Election Of Remedies And Waiver

A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive the right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in the Agreement or to enforce the award of an arbitrator.

ARTICLE XI – DEFERRED COMPENSATION PROGRAM

Section 1 – Matching Deferred Compensation Plan

Employees hired on or after December 1, 1997, upon completion of two full consecutive years of regular/active employment, shall be eligible to receive a district contribution of up to 3% of their annual salary to a matching tax deferred account, subject to state and federal laws.

Subd. 1 – Service shall mean years of service wherein the employee is employed through Board of Education action on a continuous and regular basis. Board approved unpaid leaves of absence shall not be considered a break in service.

Subd. 2 – The district contribution will begin when the employee establishes participation in an eligible investment program as defined by statute. The District match cannot be accumulated on a retroactive basis if an employee elects to begin participation after the first year of eligibility.

Subd. 3 – On or any time after their second anniversary date, employees may make an initial entry into the matching tax deferred plan.

Subd. 4 – Changes to or initial entry into the plan shall occur on the first pay date following the date information is received by the Human Resources Department.

Subd. 5 – The employee, not the District, is solely responsible for determining his/her total maximum allowable annual contribution amount under IRS regulations.

Subd. 6 – Employees hired prior to December 1, 1997, who elect to participate in the matching tax deferred plan may do so, with the amount of matching Board contribution being deducted from their final retirement pay amount.

ARTICLE XII – RETIREMENT PROVISIONS

Section 1 – Retirement Pay

The school board shall provide retirement pay to employees hired prior to December 1, 1997, who retire from District 834 in accordance with the following provisions:

Subd. 1 – Regular employees who have completed at least ten consecutive years of regular/active employment in District 834 and are age 55 or older, shall receive as retirement pay, an amount equal to 100% of the employee's unused accrued sick leave multiplied by the employee's daily rate, not to exceed a maximum of 100 days pay.

Subd. 2 – The number of days paid shall not exceed the employee's sick leave reserve at the time of retirement, except that in no case will the employee's retirement pay be less than 50 days.

Subd. 3 – Retirement pay shall not be provided to any employee discharged for cause by the School Board.

Subd. 4 – Under the terms of this agreement, the district will make payment to the designated 403b, 457, or Healthcare Savings Account as provided in the Special Pay Deferral Plan and the Healthcare Savings Plan, in accordance with state and federal laws.

Subd. 5 – The school district will contribute an amount equal to the value of 100% of the employee's retirement pay entitlement directly into the retiree's Special Pay Deferral Account and 0% into the employee's Healthcare Savings account.

Subd. 6 – An employee shall receive retirement pay once during his/her working career with the district.

Section 2 – Retirement Insurance

Subd. 1 – Employees hired prior to December 1, 1997, who are 55 years of age and have ten consecutive years of employment in the school district, immediately preceding their retirement, may continue as a member of the group medical insurance plan for up to ten years or until they reach Medicare eligibility. The employee is eligible to continue single coverage with a district contribution equal to the amount they were eligible for at the time of their retirement, provided they were enrolled in the district's insurance plan prior to retirement and elect such coverage. For employees electing to participate in the high deductible/HRA/VEBA option, upon retirement, the District shall contribute to an HRA/VEBA account for the employee, an amount equal to the amount they were eligible for at the time of their retirement, provided they were enrolled in the District's insurance plan prior to retirement, and elect such coverage.

Subd. 2 – Employees who begin work on or after December 1, 1997, will not be entitled to benefits provided in this Section.

Subd. 3 – An employee may elect to continue dependent coverage by paying the difference between the amount provided by the district and the full premium amount.

ARTICLE XIII – EMPLOYMENT PRACTICES

Section 1 – Discrimination – All employees shall be employed, transferred and promoted without regard to race, creed, national origin, marital status or sex, and shall be afforded all rights of citizenship and due process. References to State and Federal laws or rules and regulations of State or Federal agencies are not intended to incorporate such laws, rules and regulations into this contract by reference.

Section 2 – Probationary Period – The probationary period for employees newly employed by the School Board shall be not more than 172 working days. During the probationary period employment may be terminated for any reason, by action of the School Board, with written notice of such action to the employee. During the probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance alleging a violation relating to any other provisions of this agreement.

There will also be a New Manager Probationary Period including:

- Nutrition Services will provide training to new manager
- Nutrition Services Supervisor will provide support to manager
- Performance review will be done at 45 days and 90 days
- New Manager Probationary Period is 172 school days or 1 school year.
- If a manager does not pass their probationary period, they must take an open position, at the posted hours. Employee will retain their step from before they were promoted to manager.

Section 3 – Personnel File – Any employee shall have the right to inspect his/her personnel file during regular business hours. The employee may be accompanied by a representative of his/her choice, may reproduce contents of file and may attach a statement of explanation or rebuttal to any information contained in the file. No new material shall be placed in the file without the employee's awareness and receipt of copy thereof.

Section 4 – Demotion Or Discharge – An employee who has successfully completed the probationary period shall not be disciplined, demoted or discharged except according to the following provisions:

1. Any employee who is to be given a notice of deficiency shall have the right to be represented by the exclusive representative if the employee so chooses, and the notice of deficiency shall be delayed until such representative is present, if requested.

2. Any written reprimand placed in an employee's file which is later found to be groundless shall be expunged from the file.

3. Any action taken against an employee to withhold a salary increment, demote, or discharge such employee shall only be for just cause, and with due process. Due process shall be construed to require, as a minimum: written notice of deficiency, sufficient opportunity to correct the deficiency, and affirmative evidence of supervision and assistance.

4. An employee against whom action is taken or proposed to be taken shall be afforded due process.

Section 5 – Reduction In Staff

In the event the School Board eliminates a position or otherwise reduces the number of cafeteria employees covered under this contract, such action shall be governed by the procedures listed below:

Subd. 1 – The District shall immediately notify all affected cafeteria employees and the CEO President, in writing, of positions to be eliminated/reduced.
Subd. 2 – Whenever a kitchen's hours are reduced by one hour or less, such hours will be reduced within that kitchen. Employees whose hours are reduced in such situations will not retain rights to the hours reduced.

Subd. 3 – If the holder of a position being terminated or reduced by more than one hour has seniority, the holder's options for retaining a position are as follows, in sequential order:

1. The holder may accept reduced hours;

   Or

2. The holder must accept an available vacant position of equal or greater hours if they are capable of fulfilling the duties and are acceptable to the Supervisor of Nutrition Services.

3. If no vacancy exists, the holder must displace the least senior employee in their classification, with equal hours, if they are capable of fulfilling the duties and are acceptable to the Supervisor of Nutrition Services.

4. If there is not an employee with less seniority and equal hours, the employee must accept a vacancy of less hours. Such employee shall retain recall rights to a position that is equivalent to the one they previously held;

   Or

5. Displace the least senior employee with the hours closest to those previously held. Such employee shall retain recall rights to a position that is equivalent to the one they previously held.

Subd. 4 – In all cases, persons exercising their right to transfer shall assume a position of equal or greater hours before they may displace a food service employee with less seniority.

Subd. 5 – This replacement procedure will be repeated until the employee with the least seniority is laid off or an employee waives his/her rights of seniority.

Subd. 6 – The following job classifications will be used for seniority purposes:

Level 1 – Cafeteria Managers
Level 2 – Cooks

Subd. 7 – Employees who are laid off will be called back in reverse order of layoff. An employee on layoff shall retain seniority and right to recall for a period of two years from the date of layoff.

Subd. 8 – Employees notified of call back must report to duty within 15 days of the date of such notice of call back.

Subd. 9 – Rejection of an offer of reinstatement, including one of reduced hours, cancels all rights to reinstatement.

Subd. 10 – A cafeteria employee who is reinstated shall have all rights and benefits restored including sick leave accumulated at the time of layoff, seniority credit and salary credits.

ARTICLE XIV – DURATION

Section 1 – Term And Reopening Negotiations

This contract shall remain in full force and effect for period commencing on July 1, 2021 to June 30, 2023 and thereafter until modifications are made pursuant to P.E.L.R.A. If either party desires to modify or amend this contract commencing at its expiration, it shall give written notice of such intent no later than 90 days prior to the expiration of this contract.

Section 2 – Effect

This contract constitutes the full and complete agreement between the School Board and the exclusive representative representing the employees. 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 terms and conditions of employment whether or not referred to in this agreement shall not be open for negotiations during the term of this agreement except by written mutual agreement of both parties.

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

Section 5 – Copies Of Agreement – The School Board shall provide a copy of this agreement to new employees. An electronic copy will be provided to all current employees as well as the exclusive representative for its use.

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

Signed this 11th day of July, 2022

For: Stillwater ISD #834

Cindy Gustafson

Cindy Gustafson, Lead District Negotiator

For: Cafeteria Employees Organization

Sue Beckman

Sue Beckman, Lead Employee Negotiator

APPENDIX A – 2021-2023 CAFETERIA SALARY SCHEDULES

ELEMENTARY CERTIFIED RATES			
	Step I 1-3 yrs	**Step II 4-9 yrs**	**Step III Over 9 yrs**
2021-2022	$15.92	$17.12	$17.43
2022-2023	$17.10	$18.34	$19.41

SECONDARY CERTIFIED RATES			
	Step I 1-3 yrs	**Step II 4-9 yrs**	**Step III Over 9 yrs**
2021-2022	$16.21	$17.43	$17.74
2022-2023	$17.41	$18.66	$19.73

ELEMENTARY MANAGER/ASST. MGR. RATES			
	Step I 1-3 yrs	**Step II 4-9 yrs**	**Step III Over 9 yrs**
2021-2022	$21.88	$22.20	$23.26
2022-2023	$23.24	$23.81	$25.15

SECONDARY MANAGER RATES			
	Step I 1-3 yrs	**Step II 4-9 yrs**	**Step III Over 9 yrs**
2021-2022	$22.35	$22.69	$23.75
2022-2023	$23.71	$24.31	$25.65

STILLWATER HIGH SCHOOL MANAGER RATES			
	Step I 1-3 yrs	**Step II 4-9 yrs**	**Step III Over 9 yrs**
2021-2022	$22.83	$23.16	$24.23
2022-2023	$24.21	$24.80	$26.14

MEMORANDUM OF UNDERSTANDING
DISCRETIONARY LEAVE

This Memorandum of Understanding is entered into between Independent School District No. 834, Stillwater, Minnesota (hereinafter referred to as the "School District") and the Nutrition Services Association.

WHEREAS, it has been the intent of the parties to implement Discretionary Leave beginning with the 2022-2023 school year, as a test period, through an MOU;

NOW THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. Effective with the start of the 2022-2023 school year, Discretionary Leave will be implemented with the key components:

   a. Nutrition Services Employees who have completed five or more years with the District will be allocated nine sick leave days (pro-rated as appropriate) on annual basis in accordance with Article VIII, Section 1.

   b. Nutrition Services Employees who have completed five or more years with the District will be allocated one discretionary day (pro-rated as appropriate) per year.

   c. Unused discretionary days will be converted to sick leave at the end of each year.

   d. Discretionary leave must be approved by Supervisor a minimum of 72 hours in advance (no exceptions).

   e. May not be used during the first ten or last ten student days of the school year. However, upon written request, the Supervisor, after consultation with Human Resources, may approve discretionary leave days, during these restricted days.

   f. Not more than one employee per building may use discretionary leave on any given day.

2. The Discretionary Leave language included in this MOU shall continue in force until such time as the 2023-2025 Nutrition Services Master Contract is ratified.

Nutrition Services Association
STILLWATER

DATE: 7/11/22

BY Sue Becker
ITS PRESIDENT

INDEP. SCHOOL DIST. 834,

DATE: 7/11/2022

BY Cindy Gustafson
FOR THE DISTRICT