

**Nutrition
Services
Contract
for**

2009-2011

MOUNDS VIEW PUBLIC SCHOOLS
ISD 621

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AGREEMENT

MOUNDS VIEW NUTRITION SERVICES ASSOCIATION

ARTICLE I PURPOSE

Section 1.1 Parties.

This Agreement is entered into between Independent School District No. 621, hereinafter referred to as the School District, and the Mounds View Nutrition Services Association, hereinafter referred to as Exclusive Representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the P.E.L.R.A. to provide the terms and conditions of employment for the MVNSA during the duration of this Agreement.

ARTICLE II RECOGNITION

Section 2.1 Recognition.

For purposes of this Agreement, the School District recognizes the MVNSA as the Exclusive Representative of all Nutrition Services employees excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal work week in the employees 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 2.2 Dues Check-off.

The Employer agrees to deduct for membership in the Association, and to forward such dues to the Association, for any individual Nutrition Services employee who has authorized such dues check-off on the following form:

DUES DEDUCTION AUTHORIZATION FORM
MOUNDS VIEW NUTRITION SERVICES ASSOCIATION

This form shall be continuous from year to year unless rescinded by the employee.

NAME _____
Last First Middle Initial
SCHOOL _____

I hereby request and authorize Independent School District No. 621 to deduct from the September 30 payroll check the amount (annually determined by MVNSA) in payment of local dues for membership in the Mounds View Nutrition Services Association and to deposit such amount to the credit of the Mounds View Nutrition Services Association. I hereby waive all right and claim to monies deducted in accordance with the authorization and relieve Independent School District No. 621 and all its officers and agents from any liability therefore.

Section 2.3 Fair Share Fee.

In accordance with M.S. 179.65, Subd. 2, as amended, any 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 fee for any employee shall be in an amount equal to the regular membership dues of the Exclusive Representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues.

The Exclusive Representative shall provide written notice of the amount of the fair share fee assessment to the Director, the School District, and to each employee to be assessed the fair share fee. A challenge by an employee or by a person aggrieved by the assessment shall be filed in writing with the Director, the School District, and the Exclusive Representative within thirty (30) days after receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefore, but the burden of proof relating to the amount of the fair share fee shall be on the Exclusive Representative. The School District shall deduct the fee from the earnings of the employee and transmit the fee to the Exclusive Representative thirty (30) days after the written notice was provided, or, in the event a challenge is filed, the deduction for a fair share fee shall be held in escrow by the School District pending a decision by the Director, PERB, or Court. Any fair share challenge shall not be subject to the grievance procedure.

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, judgment 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 deduction of the fair share fee specified by the Exclusive Representative as provided herein.

ARTICLE III DEFINITIONS

Section 3.1 Terms and Conditions of Employment.

Terms and conditions of employment means the hours of employment, the compensation, therefore, including fringe benefits, and the Employer's personnel policies affecting the working conditions of the employees.

Section 3.2 Other Terms.

Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

ARTICLE IV SCHOOL BOARD RIGHTS

Section 4.1 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, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel, and all management functions and management rights not expressly delegated in this Agreement are reserved to the School Board.

Section 4.2 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 4.3 Effect of Laws, Rules and Regulations.

The parties recognize 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, insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement.

ARTICLE V EMPLOYEES RIGHTS

Section 5.1 Right to Views.

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

Section 5.2 Right to Join.

The School Board recognizes the right of employees to form and join labor or employee organizations.

ARTICLE VI HOURS OF SERVICE

Section 6.1 Work Year.

Work year shall be established by the Manager of Nutrition Services. A calendar will be posted in each location showing actual work days and holidays.

Section 6.2 Work Hours.

Hours of work shall be determined by the Coordinator of Nutrition Services. During each four (4) hours worked, each employee will be allowed a ten (10) minute paid work break, whenever possible. When additional hours are required by the District on a regular basis, those hours shall become part of the regular schedule after thirty (30) continuous work days.

Section 6.3 Certification.

The District requires that all personnel employed for more than thirty (30) days continuous duration and whose seniority date is after July 1, 1987, must be certified at Level 1 in an approved SNA certification program within three (3) years from hire date in a regular position and maintain such certification or be subject to a ten percent (10%) pay reduction until certification is achieved.

Any cook manager, head satellite cook, or nutrition services specialist must have Level 2 certification when hired or obtain Level 2 certification within one calendar year of date of hire and maintain it. Nutrition Services employees completing Level 2 in an approved SNA certification program will receive the certified wage rates reflected in Article VII. Nutrition Services employees in the categories of cook manager, nutrition services specialist, and head satellite cook and who complete SNA Level 2 certification plus two (2) more management courses will receive a minimum of fifteen cents (15¢) per hour adjustment to the certified pay rates. Upon submission of a certificate issued by the SNA wage adjustments will be retroactively effective on date of submission of a copy of the application for the SNA certificate.

The School District will pay the tuition for Nutrition Services courses to a maximum of ten thousand (\$10,000) for each year of the contract. Unused funds will be carried over to August 31 of the following fiscal year.

Section 6.4 Extra Duty Pay.

Work on weekends or holidays, and other work that is not continuous with the regularly scheduled working day will be considered extra duty pay. Employees shall be entitled to extra duty pay for every hour before and/or after his/her regular work shift where performing duties other than the regular Nutrition Services program duties. Extra duty pay shall include, but not be limited to, teas, buffets, banquets, dinners, etc., and any other function that is categorized as something other than the regularly scheduled Nutrition Services program. The extra duty pay rate shall be fifteen dollars and no cents (\$15.00) per hour or regular pay whichever is greater.

Section 6.5 Part-Time Employees.

The School District reserves the right to employ such personnel as it deems desirable or necessary for less than fourteen (14) hours per week or thirty-five percent (35%) of the normal work week in the employee's bargaining unit or less than sixty-seven (67) days per year on a part-time or casual basis.

Section 6.6 Vacancies.

The Employer will post notices of all vacant and/or newly created positions of more than thirty (30) working days duration, at the District Service Center and in each kitchen for a period of five (5) working days. Any employee may apply for transfer to any posted position for which he/she is qualified by filing an on-line application of transfer with the Coordinator of Nutrition Services. Applicants will be notified of the disposition of their application within ten (10) working days following the final date of posting. The District will also provide this notification to the Association Chairperson. The Employer shall have the right to fill vacant positions on a temporary basis pending completion of the application process.

The Employer will attempt, whenever possible, to fill vacancies from within the District before seeking applicants.

Section 6.7 Temporary Positions.

A temporary position is defined as that which is created by the extended absence of an employee due to disability, extending over a period of more than thirty (30) days but not to exceed eighteen (18) calendar months. Nutrition Services employees will be notified of temporary positions and may indicate interest by notifying the Coordinator of Nutrition Services in writing.

Employees holding temporary positions will be paid the salary the position is regularly paid. Substitutes filling a temporary position will be paid the higher rate after thirty (30) consecutive days. The position will be posted following the expiration of a School Board approved leave. Holders of temporary positions will return to a position equal to that held immediately prior to the appointment.

Effective July 1, 2004, after two consecutive days of absence by a Cook Manager, the Cook Manager shall appoint one employee in the kitchen to assume the duties of the Cook Manager. The replacement employee shall receive the Cook Manager rate of pay outlined in Section 7.1. The Nutrition Services Manager has the discretion to appoint one member of the kitchen to assume the duties of a Head Satellite Cook for absences less than 30 days. If another member of the kitchen is appointed to assume the duties of a Head Satellite Cook the replacement employee shall receive the Head Satellite Cook rate of pay outlined in Section 7.1. Other employees in the kitchen shall receive their regular rate of pay during the absence of the Cook Manager or Head Satellite Cook. Temporary positions as a result of absences of greater than 30 days shall be posted as outline above.

Section 6.8 Long-Term Substitute Cook.

The School District reserves the right to employ such personnel as it deems necessary or desirable as substitute cooks. A long-term substitute cook is defined, for the purposes of this Section, as a substitute performing duties for the School District for sixty-seven (67) days or more in a school year. A long-term substitute cook shall be paid at the rate of ten dollars (\$10.00) per hour. Long term substitutes working less than sixty-seven (67) days will be paid nine dollars and fifty cents (\$9.50) per hour. Long-term substitute cooks shall not be eligible for any benefits or provisions of this Contract except for the salary listed above.

Section 6.9 Physical Examination.

A physical examination and statement from a doctor is required from each Nutrition Services employee before employment. A mantoux test or chest x-ray may be required, if required by the Commissioner of Health. Further physical examination may be required if there is evidence that the employee is unable to perform the duties of the position. Any required physical examination shall be at the expense of the Employer and without deduction from pay for the time lost.

Section 6.10 Snow Days.

In the event that the District declares a weather-related or other emergency closings, Nutrition Services Employees will receive full pay for the first day, and have the option of a day without pay or being paid for any subsequent day by:

1. reporting to work as authorized by the immediate supervisor;
by using a personal day; or by working extra time as authorized by the immediate supervisor in consultation with the Nutrition Services Manager.

If an employee reports for work before the emergency closing is declared, they may use a personal day and be paid for the time actually worked through time carding the hours worked.

ARTICLE VII RATE OF PAY

Section 7.1 Wage Rates.

Hourly wage rates for the following classifications/positions reflect non-certified wages. Level 2 certified wage rates are thirty-five cents (35¢) higher. Probationary employee rate would be 30¢ less than the wages below.

Hours	Classification/ Position	7/01/2009		07/01/2010	
		non cert/level one	certified	non cert/level one	certified
7-8	Cook Manager	20.16	20.51	20.36	20.71
4-8	Head Satellite Cook	19.39	19.74	19.58	19.93
5 ½ - 6	Nutrition Services Specialist	18.38	18.73	18.56	18.91
2-6	Cashier	13.54	13.89	13.68	14.02
2 -6	Cook Helper	13.54	13.89	13.68	14.02

*See wage rates for long-term substitutes in Section 6.8.

Managers, head satellite cooks, and nutrition services specialists earning Level 2 certification and who complete two (2) management classes will receive fifteen cents (15¢) per hour wage adjustment to the certified rates above. Managers at major shipping/catering schools (as designated by the District) will receive fifty cents (50¢) Managers at other shipping/catering schools (as designated by the District) will receive twenty five (25¢) per hour wage adjustment to the certified rates above (see MOU).

Longevity Pay:

Completed years of service:	2009-2011 per/hour
25	.45
20	.40
15	.35
10	.30
5	.25

If an employee will reach a new longevity plateau in the next school year, they will begin to receive that longevity increase effective at the beginning of that school year. The Employer has the authority to unilaterally increase the salary of any classification that is found not to be in compliance with the Local Government Pay Equity Act. Such action shall take place only after ten (10) day written notice to the Union.

Section 7.2 Basic Salary Schedule.

The basic salary schedule shall be effective from July 1, 2009 and until June 30, 2011

Section 7.3 Uniforms.

Upon completion of the probationary period, two (2) uniforms will be furnished to all workers their first year and one (1) uniform will be furnished thereafter. The District will provide laundry service for the required aprons. Uniforms must be furnished by October 8 of each school year or the employee will be

free to purchase the uniform(s) and submit the bill to the School District for total reimbursement. The Coordinator of Nutrition Services will notify employees of the final date by which they must order uniforms or uniforms will not be furnished that year. An additional uniform will be furnished three (3) years after date of hire and every three (3) years thereafter. In lieu of one (1) uniform per year (or partial uniform), an employee may elect instead to be reimbursed up to the cost of the uniform for a pair of white or black leather uniform shoes that the employee will purchase. The employee must notify the Coordinator of Nutrition Services that he/she wishes to purchase shoes rather than the uniform. The employee must then furnish the Coordinator of Nutrition Services with a receipt for the purchased shoes, and the employee will be reimbursed.

Section 7.4 Payment of Salary.

Salary shall be paid semi-monthly.

ARTICLE VIII INSURANCE

Section 8.1 Medical Insurance.

Effective July 1, 2005, the Employer will contribute the full single health insurance premium, per month toward the cost of hospital-medical insurance of employees working fifty percent (50%) or more time for the 2009-2010 and 2010-2011 school year.

The actual Employer contribution will be based on a prorated portion of the maximum contribution. Participation in the program is voluntary. Eligible employees may enroll for either individual or dependent coverage; however, each employee enrolled in this program shall contribute through payroll deduction any excess of the monthly premium over the maximum Employer contribution described in this Section. Summer premiums will be divided equally and taken out during the school year for employees who do not receive pay checks in the summer.

The monthly Employer contribution toward coverage shall be determined by the following formula: # hours worked per day/8 hours = % x Maximum District Contribution.

Section 8.2 Retiree Insurance.

Retirees participating in the District's group medical insurance plan at the time of retirement may continue to purchase medical insurance at personal expense in accordance with applicable State and Federal law.

Section 8.3 Long Term Disability Insurance

The Employer will pay the total premium for each full-time employee in the income protection plan, according to the terms of coverage in effect, providing disability payments of two-thirds of salary after ninety calendar days of disability.

Part-time employees who work 50% or more of a regular work week (40hrs) shall be eligible for participation on a prorated basis.

ARTICLE IX LEAVE OF ABSENCE

Section 9.1 Sick Leave.

Sick Leave with full pay shall accumulate at the rate of one day per month up to 10 months per school year cumulative without limit. Twelve (12) month satellite cooks-senior nutrition shall accumulate twelve (12) days per year annually.

Nutrition Services employees who are hired after July 1, 2004, shall not begin accruing sick leave until successful completion of the probationary period. Time served in the probationary period shall not count towards the initial sick leave accrual.

Sick leave allowance may be used by an employee for each day of necessary absence due to illness or injury. The Employer may require the employee to furnish a medical certificate as evidence of illness or injury. Nutrition Services employees will be allowed up to five (5) days of sick leave during any one (1) contract year for the illness of an immediate family member. An employee may use additional sick leave days beyond the five days (5) for the illness of an immediate family member upon prior approval of the Nutrition Services Manager. Immediate family shall be construed as those relatives listed under Section 9.3. In addition, use of the employees' accumulated sick leave shall be allowed for the care of a sick or disabled child under eighteen (18) years of age or under twenty (20) years of age and attending secondary school.

Section 9.2 Personal Leave.

Upon advance notice, whenever possible, up to a total of four (4) days leave may be used by an employee during any one (1) school year for personal leave. Once approved, personal leave can only be canceled by mutual consent provided the employee is given at least three (3) working days notice. The employer reserves the right to limit the number of personal days approved for any one (1) day to a minimum of three (3). Employees hired after July 1, 2004, shall receive one day of personal leave at the time of hire. Once the probationary period has been successfully completed, the employee shall receive the pro-rated balance of personal days for that school year.

Section 9.3 Bereavement Leave.

Five (5) days of leave may be used by the employee for attending or arranging the funeral of employee's spouse, domestic partner, child, parent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents and grandchildren. Such leave must be approved in advance whenever possible. Two (2) additional bereavement leave days may be used by an employee for deaths not covered under this Section 9.3 during any one (1) school year and shall be deducted from accumulated sick leave.

Section 9.4 Child Care/Maternity Leave.

An employee who becomes pregnant shall notify the Coordinator of Nutrition Services in writing no later than ninety (90) days before the anticipated birth of the child. The employee shall indicate in the written notice whether she wishes to:

- 1) apply for child care leave for up to six (6) months,
- 2) continue working until the physician certifies her as disabled and thereafter commence available sick leave with pay for the period of time that the physician certifies her as disabled (such certification to be in writing from the physician),
- 3) terminate employment, or
- 4) take a combination of 1 and 2.

Leaves granted under this Section will be coordinated with any leave available under State law or the Federal Family and Medical Leave Act (FMLA). Following expiration of the leave, the employee will be returned to her original position.

Section 9.5 Medical Leave.

An employee who has completed his/her probationary period who is unable to perform his/her duties because of illness or injury and who has exhausted all available sick leave, may, upon request, be granted a medical leave of absence without pay for a period of up to eighteen (18) calendar months. A request for leave under this Section shall be accompanied by a written doctor's statement outlining the condition of the employee's health.

An employee returning at the expiration of the eighteen (18) calendar months leave will be returned to a position within his/her classification. Such request for return must be accompanied by a physician's statement permitting return to full duty.

Section 9.6 Short-Term Leave.

The Employer may grant short-term leaves of absence without pay. An employee on short-term leave shall remain eligible for all fringe benefits operative prior to the leave. All requests for short-term leave must be submitted to the Coordinator of Nutrition Services. Upon conclusion of the short-term leave (defined as fifteen (15) or less continuous work days), the employee will be returned to the same job.

Section 9.7 Jury Duty.

An employee who is absent because of required jury duty will be granted leave and will be paid the difference between his/her regular salary and the fee received for such jury duty. If jury duty falls on a paid day when school is not in session, the employee will receive extra pay because he/she is serving jury duty on a school holiday.

Section 9.8 Injury On The Job.

Any person who is injured during working hours in a school should file a report with the Principal's Office at once with a copy of said report to be filed with the Coordinator of Nutrition Services. If the injured person is unable to file the report, the report must be submitted and signed by the cook/manager.

Section 9.9 Worker's Compensation.

Pursuant to M.S. 176, an employee injured on the job in the service of the School District and collecting worker's compensation insurance, may draw sick leave and receive full salary from the School District, his/her salary to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from his/her accrued sick leave.

Section 9.10 Unpaid Leave of Absence.

Upon written request to the Employer, an unpaid leave of absence not to exceed one (1) year, may be granted at the discretion of the employer. Such written request shall include the proposed period and purpose of the leave and must be submitted at least thirty (30) days prior to proposed start of the leave. An employee on an approved leave of absence shall retain their original seniority date. Employees shall not accrue sick leave or vacation or personal days while on periods of unpaid leave. An employee on an unpaid leave of absence may continue in the group insurance plan as provided under applicable State and Federal law.

Sub A. Return to Work. When the unpaid leave does not fall exclusively under State or Federal Law (FMLA) or Sections 9.4, 9.5 or 9.6 of this Contract, the returning employee will be placed on layoff with recall rights to the first vacant position in the same classification they held at the time their leave commenced for a period of six (6) calendar months (including summer months) after expiration of their leave. An employee not recalled within six (6) calendar months will be terminated.

ARTICLE X HOLIDAYS

Section 10.1 Holidays.

Nutrition Services personnel shall observe and be paid for eight (8) holidays. They are as follows: Labor Day, Thanksgiving, the day after Thanksgiving, December 25, New Year's Eve, New Year's Day, Spring break, and Memorial Day. If the school calendar is changed and conflicts with any of the above days, an alternate day will be designated by the Employer as the additional holiday.

Section 10.2 Eligibility.

In order to be eligible for holiday pay, an employee must have worked his/her regular work days before and after the holiday unless he/she is on an excused absence.

ARTICLE XI RESIGNATION

Section 11.1 Resignation.

Employees who have completed at least five (5) years of service or employees who have not been recalled from layoff within eighteen (18) months and who provide the Employer with at least two (2) weeks notice, shall be entitled to pay for unused sick leave at the employee's hourly rate at the time of resignation, provided that such pay does not exceed a total of fifty (50) days. In the event of the death of an eligible employee, prior to receiving the benefits described herein, said benefit will be paid to the employee's spouse or estate.

ARTICLE XII DISCIPLINE, DISCHARGE AND PROBATIONARY PERIOD

Section 12.1 Probationary Period.

A new employee in a regular position under the provisions of this Agreement shall serve a probationary period of four (4) calendar months (excluding summer months for positions that only work the school year) during which the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provision of the Contract alleged to have been violated.

Section 12.2 Probationary Salary.

All employees hired to fill regular positions who are new to the Association will be paid at a probationary rate that is thirty cents (30¢) per hour less than the existing Contract rate for the duration of the probationary period pursuant to Article XII.

Section 12.3 Probationary Period; Change of Classification.

An employee transferred or promoted to a different classification shall serve a new probationary period of three (3) calendar months (excluding summer months for employees who only work during the school year) in the new classification. The employee will receive the regular rate of pay provided they have already completed their initial probationary period. During this three (3) month probationary period, if it is determined by the School District that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to his/her former classification.

Section 12.4 Completion of Probationary Period.

An employee who has completed the probationary period may be suspended without pay or discharged only for cause. An employee who has completed the probationary period and is suspended without pay or discharge shall have access to the grievance procedure.

ARTICLE XIII SENIORITY

Section 13.1 Seniority Date.

Employees shall acquire seniority upon completion of the probationary period as defined in this Agreement and upon acquiring seniority, the seniority date shall relate back to the first date of service. If more than one (1) employee commenced work on the same date, seniority ranking for such employees shall be determined by the School District. There shall be no loss of seniority in a case of an approved leave of absence.

Section 13.2 Reduction in Force.

The Employer may place on layoff as many employees as may be necessary because of discontinuance of position, reduction in hours, and/or financial limitations.

For purposes of bumping only, the wage classifications as listed in Section 7.1 are in rank order. The least senior employees will be the first to be laid off within classifications. An employee on layoff or reduced in hours shall retain his/her seniority and right to recall within classification for a period of eighteen (18) months after date of layoff. The parties recognize the principle of seniority on a District-wide basis in the application of this Agreement.

Effective the 2004-2005 school year, in time of layoff or reduction in hours, the affected senior employee may bump the least senior employee within the same classification in an assignment the same as or within 15 minutes less of his/her assignment at the time of layoff. If there is no less senior employee within that same classification, the senior employee may bump the least senior employee in the next lower classification in an assignment the same as or within 15 minutes less of his/her assignment at the time of layoff. This bumping procedure for layoffs or reduction in hours will be repeated until the employee having the least seniority is laid off or an employee waives his/her right to bump.

Section 13.3 Seniority List.

The Employer shall prepare from its records a seniority list during the month of April of each Contract year. Such list will be posted in each facility. When there is a tie in seniority, the employee with the earliest certification will be considered the most senior.

ARTICLE XIV MUTUAL RESPONSIBILITY

Section 14.1 Mutual Responsibility.

The Employer and the Association mutually recognize the needs of the public, and that the right of students and residents of this District to the continuous and uninterrupted operation of their schools is of paramount importance. The Association agrees that during the term of this Contract it will not engage in, support or encourage any work stoppage or slowdown.

ARTICLE XV GRIEVANCE PROCEDURE

Section 15.1 Grievance.

A "grievance" is any dispute or disagreement as to the interpretation or application of any term or terms of this Contract.

Section 15.2 First Step.

Any employee with a grievance shall take the matter up with the Coordinator of Nutrition Services within five (5) scheduled working days after the alleged original occurrence of the grievance. If the parties fail to agree within two (2) scheduled working days or the immediate supervisor fails to adjust the alleged grievance within two (2) scheduled working days after the grievance is made, the employee may appeal the grievance to the second step.

Section 15.3 Second Step.

An employee who is not satisfied with the disposition at the first step, shall file a written statement of his/her grievance with the Director of Human Resources within ten (10) working days after the alleged original occurrence of the grievance. The written statement must be dated and signed by the employee and shall set forth the facts and state the provisions of this Contract alleged to have been violated. If the parties fail to agree or the matter has not been satisfactorily adjusted within five (5) working days after the grievance has reached the second step, the employee may appeal the grievance to the third step.

Section 15.4 Third Step.

An employee who is not satisfied with the disposition of his/her grievance at the second step shall file a copy of the written statement of his/her grievance with the Superintendent within ten (10) working days after the grievance has reached the second step. The Superintendent and the Business Representative shall then attempt to resolve the grievance. If the parties fail to agree or the matter has

not been satisfactorily resolved within five (5) working days after the grievance has reached the third step, the employee may appeal the grievance to the fourth step.

Section 15.5 Fourth Step.

Within ten (10) working days after the grievance has reached the third step, an employee who is not satisfied with the disposition of his/her grievance at the third step shall file a written request for a meeting with the School Board regarding the grievance. At its next regularly scheduled meeting, the Board shall set a time for a meeting of the employee with the Board, or with a committee or representative of the Board which meeting should take place no later than the next succeeding regularly scheduled meeting of the Board, or in any event, no more than twenty (20) working days following the written request for hearing at the fourth step. If the grievance is not satisfactorily resolved at such meeting, the parties may mutually agree to submit the matter to the Bureau of Mediation for grievance mediation services. If the parties do not reach mutual agreement, the matter shall be referred to arbitration in accordance with the terms of this Article.

Section 15.6 Submission to Arbitration.

The Association may submit to arbitration any grievance which has been properly processed through the fourth step of the formal grievance procedure. The Association must file with the Superintendent a written notice of intention to arbitrate not more than thirty (30) working days after the meeting with the Board under step four. The parties shall first attempt to agree upon an arbitrator. If an agreement is not reached within three (3) working days, the arbitrator shall be selected through the procedures promulgated by PERB. The parties shall share equally the costs and fees of the arbitration.

The cost of the transcript or recording if requested, shall be borne by the party requesting a copy of the transcript.

Section 15.7 Jurisdiction and Authority of Arbitrator.

The arbitrator shall have jurisdiction only over those grievances which have been properly submitted to arbitration in accordance with the terms of this Contract. The arbitrator shall have no power to add or subtract from, or change, modify or amend in any way, the terms and conditions of employment set forth in this Contract, nor shall the arbitrator have any power to hear or determine any dispute involving matters of inherent managerial policy. The decisions of the arbitrator shall be subject to all the limitation of arbitration decisions set forth in the PELRA of 1971 as amended.

Section 15.8 Representation.

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

Section 15.9 Time Limitations.

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

Section 15.10 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 form as outlined herein, the employee shall waive his/her rights 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 this Agreement or to enforce the award of an arbitrator.

ARTICLE XVI DURATION AND RENEGOTIATION OF CONTRACT

Section 16.1 Term of Contract.

This Contract shall become effective as of July 1, 2007 and shall continue in full force and effect to and including June 30, 2009 and annually thereafter except as modified or terminated in accordance with the provisions of this Article XVI.

Section 16.2 Effect of Contract.

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

Section 16.3 Termination or Modification.

Either party desiring to terminate or modify this Contract must notify the other party in writing at least sixty (60) days but not more than ninety (90) days prior to June 30 of any year thereafter. A notice of desire to modify this Contract shall set forth as inclusively as possible all proposed modifications sought by the party, and all clauses of this Contract for which no modification is sought shall be renewed automatically. Negotiations with respect to proposed modifications may commence at any time after notice of proposed modifications have been given.

Section 16.4 Negotiations During Term.

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

Memorandum of Understanding

The parties agree that the schools considered shipping and catering schools, as referenced in Section 7.1, are contractually designated by the District. For the term of the 2009-2011 Contract, the District has designated the cook managers at Irondale and Chippewa to receive the fifty cents (.50) per hour wage differential and the cook manager at Highview and Mounds View to receive the twenty five cents (.25) per hour wage differential.

Mounds View Public Schools do not discriminate on the basis of race, color, creed, religion, sex, national origin, marital status, status with regard to public assistance, or disability.

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