

2017 - 2019

AGREEMENT

between

**INDEPENDENT SCHOOL DISTRICT NO. 625
Saint Paul Public Schools**

and

MINNESOTA TEAMSTERS LOCAL NO. 320

**Representing
Nutrition Services Personnel**

July 1, 2017 through June 30, 2019





SAINT PAUL PUBLIC SCHOOLS
Independent School District No. 625

Board of Education

| | |
|-----------------|------------|
| Jon Schumacher | Chair |
| Zuki Ellis | Vice-Chair |
| Chue Vue | Clerk |
| Steve Marchese | Treasurer |
| John Brodrick | Director |
| Jean O'Connell | Director |
| Mary Vanderwert | Director |

CONTENTS

NEGOTIATED TERMS AND CONDITIONS OF EMPLOYMENT

| <u>ARTICLE</u> | <u>PAGE</u> |
|--|-------------|
| Article 1. Definition of Agreement | 4 |
| Article 2. Recognition | 4 |
| Article 3. Check Off, Fair Share | 5 |
| Article 4. Maintenance of Standards | 5 |
| Article 5. Non-Discrimination, Affirmative Action | 5 |
| Article 6. Holidays | 6 |
| Article 7. Compensatory Leave | 6-7 |
| Article 8. Hours | 7 |
| Article 9. Vacations | 8 |
| Article 10. Paid Breaks..... | 8 |
| Article 11. Breaks | 8 |
| Article 12. Civil Service Examinations and Probation | 9 |
| Article 13. Seniority, Layoff and Recall | 9-10 |
| Article 14. Insurance Benefits | 10-14 |
| Article 15. Working Conditions..... | 14 |
| Article 16. Severance | 15-17 |
| Article 17. Court Duty..... | 18 |
| Article 18. Discipline and Discharge | 18 |
| Article 19. Grievance Procedure | 19 |
| Article 20. Leaves | 20-21 |
| Article 21. Uniforms..... | 22 |
| Article 22. Mileage..... | 22 |
| Article 23. Wages..... | 23-24 |
| Article 24. Duration of Agreement..... | 25 |
| Appendix A: Wages..... | 26-27 |
| Memorandum of Understanding: Summer School Selection | 28 |
| Memorandum of Agreement: Employees Who Work Summer | 29 |
| Index | 30 |

ARTICLE 1. DEFINITION OF AGREEMENT

SECTION 1. PARTIES. This Agreement is entered into between the Board of Education, Independent School District No. 625, Saint Paul, Minnesota, hereinafter referred to as the Board, and Minnesota Teamsters Public and Law Enforcement Employees Union, Local No. 320 (certified in Case No. 81-PR-268-A on December 5, 1980, by the Director of Bureau of Mediation Services as the exclusive representative), hereinafter referred to as Local No. 320, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, to set forth the terms and conditions of employment.

SECTION 2. PURPOSE. The purpose of this Agreement is to promote orderly and constructive relationships between the Board, the employees of this unit, and Local No. 320.

ARTICLE 2. RECOGNITION

SECTION 1. The Board recognizes Local No. 320 as the certified exclusive representative for the following unit:

All food service personnel in the titles contained in this Agreement who are employed by Independent School District No. 625 and who are public employees as defined by PELRA.

SECTION 2. The Board agrees that as long as Local No. 320 is the exclusive representative in accordance with the provisions of PELRA, and as certified by the Bureau of Mediation Services, State of Minnesota, for all personnel defined in Section 1 of this Article, that it will not meet and negotiate with any other labor or employee organization concerning the terms and conditions of employment for this unit.

ARTICLE 3. CHECK OFF, FAIR SHARE

SECTION 1. The Employer agrees to deduct the Union membership initiation fee assessments and once each month dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by a representative of the Union and the aggregate deductions of all employees shall be remitted together with an itemized statement to the representative by the first of the succeeding month after such deductions are made or as soon thereafter as possible.

SECTION 2. The Employer agrees to deduct voluntary contributions from the Union membership for the National Teamsters D.R.I.V.E. fund from the pay of those employees who individually request in writing that such deductions be made. Such deductions shall be made once each month and remitted to the Union.

SECTION 3. Any present or future employee who is not a Union member shall be required to contribute a fair share fee for services rendered by the Union. Upon notification by the Union, the Employer shall check off said fee from the earnings of the employee and transmit the same to the Union. In no instance shall the required contribution exceed 85 percent of the Union membership dues amount. This provision shall remain operative only as long as specifically provided by Minnesota law.

In the event there is a change in the law permitting the Union to assess an amount in excess of 85 percent of regular membership dues, the full amount permitted by law may be assessed by the Union.

SECTION 4. The Union will indemnify, defend, and hold the District harmless against any claims made and against any suits instituted, and any orders or judgments issued against the District, their officers or employees, by reason of negligence of the Union in requesting or receiving deductions under this Article.

ARTICLE 4. MAINTENANCE OF STANDARDS

SECTION 1. The Employer agrees that all conditions of employment relating to wages, work, overtime differentials, vacations, and general working conditions shall be maintained at not less than the highest minimum standard as set forth in the Civil Service Rules of the City of Saint Paul (Resolution No. 3250) at the time of signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

SECTION 2. Civil Service Rules 8.A.3 and Civil Service Rule 14 shall not apply to applicants and employees from the City of Saint Paul.

ARTICLE 5. NON-DISCRIMINATION, AFFIRMATIVE ACTION

SECTION 1. Neither the Union nor the Employer shall discriminate against any employee because of Union membership or non-membership, or because of race, color, sex, religion, national origin or political opinion or affiliations.

SECTION 2. AFFIRMATIVE ACTION. None of the provisions of this Agreement shall be interpreted or implemented so as to be in conflict with or cause violation of the District's Affirmative Action Program as adopted by the Board.*

*Effective March 22, 1984

ARTICLE 6. HOLIDAYS

SECTION 1. Regular or provisional employees working under the titles covered by this Labor Agreement, shall be eligible for six (6) holidays with pay (Labor Day, Thanksgiving Day, Friday following Thanksgiving, Martin Luther King Day, Presidents' Day, and Memorial Day), and in accordance with the following rules.

Employees who work in twelve (12) month positions will receive holiday pay for Christmas Day, New Year's Day and the Fourth of July. Employees who work summer school will be paid for the Fourth of July.

To be eligible for holiday pay, employees must be active on the payroll the day of the holiday.

If one of the above listed holidays falls on a day when school is in session, then the Director of Nutrition and Commercial Services shall designate another day, when school is not in session, as a paid holiday.

All employees will be expected to work on all days when school is in session, except when on approved leave.

Holiday pay will be paid on the basis of the employee's regularly-scheduled number of hours in the workday.

ARTICLE 7. COMPENSATORY LEAVES

SECTION 1. ELIGIBILITY. Sick leave shall be provided for all regular, non-temporary employees.

SECTION 2. ACCRUAL. Eligible employees shall accrue sick leave at the rate of .0576 per hour for each full hour paid, excluding overtime. In no case shall leave with pay be granted in anticipation of any future accumulation.

SECTION 3. REPORTING. All employees shall report sick leave as required in the Nutrition Services Procedure Manual.

SECTION 4. Sick leave may be used for any of the following reasons:

1. Sickness or injury of the employee or employee's dependent children;
2. Time necessary for office visits to physicians, dentists or other health care personnel; or
3. Employees may use accumulated sick leave for hours off due to illness, injury or disability of a parent or a member of his/her household or to make arrangements for the care of such sick or disabled persons up to a maximum of eight hours sick leave per day. Up to one hundred sixty (160) hours of accumulated sick leave may be used in a 12 month period to allow the employee to care for and attend to the illness or injury of his/her adult child, spouse, sibling, parent, grandparent, stepparent or member of household, unless otherwise in accordance with Minnesota § 181.9413. These hours when used are deducted from sick leave.
4. Employees may use up to four (4) sick days per school year for personal leave. Personal leave may be taken for any reason. If personal leave is used for non-emergency reasons, the employee must submit a request to the immediate supervisor ten (10) working days in advance of use. Approval of personal leave is subject to approval and the ability of the employer to cover work responsibilities. Personal leave may be taken during any duty day or non-duty week day beginning after Labor Day each year through the end of the regular work year in June. Employees who work during the summer (excluding summer school) are eligible to take personal leave during the summer. Personal leave may be taken in hourly increments with the prior approval from their supervisor.
5. If employees are working temporary hours and take a sick day, employee will be paid the total amount of hours they would have worked that day.
6. If the employee does not have sufficient accrued leave to use, the leave will be unpaid and each day absent will be unexcused and subject to discipline.

ARTICLE 7. COMPENSATORY LEAVES (continued)

SECTION 5. SICK LEAVE CONVERSION. Accumulated sick leave in excess of one hundred twenty-five (125) days or one thousand (1,000) hours may be converted to vacation at the rate of two (2) days sick leave for one (1) day vacation up to a maximum of five (5) days vacation time. Vacation is to be paid on the basis of regularly scheduled hours per day.

SECTION 6. BEREAVEMENT LEAVE. A leave of absence with pay, not to exceed five (5) days, shall be granted because of the death of an employee's spouse, child, step-child, parent or step-parent, and regular members of the immediate household. Up to three (3) days shall be granted because of death of other members of the employee's immediate family. Other members of the immediate family shall mean sister or step-sister, brother or step-brother, grandparent, grandchild, parent-in-law, son-in-law or daughter-in-law. Leave of absence for one (1) day shall be granted because of death of other close relatives. Other close relatives shall mean uncle, aunt, nephew, niece, brother-in-law and sister-in-law. Unused leave for such purposes shall not be accumulated.

If an employee is required to travel beyond a two-hundred (200) mile radius of Saint Paul for purposes related to eligible bereavement leave, two (2) additional days of sick leave may be used. The employee, if requested, shall provide the Human Resource Department verification of the funeral location outside of Saint Paul.

SECTION 7. ADOPTION AND FATHER WITH NEWBORN CHILD. Up to thirty (30) days of accrued sick leave may be used in a contract year to attend to adoption procedures or to care for a newly adopted child or a father with a newborn child. Use of these thirty (30) days does not need to occur consecutively. The thirty (30) days of sick leave for fathers of newborns must be used within six (6) weeks surrounding the birth of the child. For adoption, thirty (30) days of sick leave may be used for adoption procedures or up to six (6) weeks following the adoption. Upon completion of the adoption process additional sick leave may be allowed for the care of a sick child as required by Minnesota Statute 18.9413.

ARTICLE 8. HOURS

SECTION 1. This Section is intended to only define the normal hours of work and to provide the basis for the calculation of overtime pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week.

SECTION 2. Overtime is to be paid at the rate of time and one-half (1 1/2) for all hours worked in excess of forty (40) hours per week. Overtime compensation due the employee shall be paid at the rate herein cited or by granting compensatory time on a time and one-half (1 1/2) basis if mutually agreed to by the District and the employee.

SECTION 3. Employees who fail to report to work for three (3) consecutive work days who are not on an approved leave of absence and who have not notified their supervisor will be considered resigned.

SECTION 4. If an employee is called back to work after they complete their shift, they shall be paid a minimum of 2 hours at 1 ½ X their regular hourly wage.

If an employee is called back due to a coordinator/director request, the employee will be provided a minimum of two (2) hours call back time at their regular rate unless Article 8, section 2 applies. If the call back is the result of an employee error, the two (2) hour minimum does not apply.

ARTICLE 9. VACATIONS

SECTION 1. Employees who are contracted to work on a twelve (12) month, full-time basis are eligible for earned vacation. Vacation credits shall accumulate at the rates shown below for each full hour on the payroll, excluding overtime:

| <u>Years of Service</u> | <u>Hours of Vacation</u> |
|-----------------------------|--------------------------|
| 1st year through 5th year | .0385 (80 hours) |
| 6th year through 15th year | .0576 (120 hours) |
| 16th year through 25th year | .0808 (168 hours) |
| 26th year and thereafter | .0841 (175 hours) |

Calculations shall be rounded off to the nearest hour. Estimated hours shown above are based on a 2,080 hour work year.

SECTION 2. An employee may carry over one hundred twenty (120) hours of vacation into the following "vacation year."

SECTION 3. For the purpose of this Article, the "vacation year" shall be January 1 through December 31.

SECTION 4. The scheduling of vacation is subject to approval of the employee's supervisor.

ARTICLE 10. PAID BREAKS

SECTION 1. Winter Break Vacation Pay. Ten (10) month employees shall earn up to five (5) days on a prorata basis. From the start of school up to the end of the payroll preceding Winter Break, ten (10) month employees will earn Winter Break pay up to five (5) full days. If a ten (10) month employee is inactive on the payroll for any time during this period, Winter Break pay will be reduced by a prorata amount for the time missed.

SECTION 2. Spring Break Vacation Pay. Ten (10) month employees shall earn up to five (5) days pay on a prorata basis. From the period immediately following Winter Break to the end of the payroll preceding Spring Break, ten (10) month employees will earn Spring Break pay up to five (5) full days. If a ten (10) month employee is inactive on the payroll for any time during this period, Spring Break pay will be reduced by a prorata amount for the time missed.

ARTICLE 11. BREAKS

SECTION 1. All employees are entitled to a duty-free lunch break of thirty (30) minutes without pay, at a time assigned by the manager.

SECTION 2. Breaks beside lunch should be as follows: Employees who work four (4) or more hours but less than eight (8) covering only the lunch shift are entitled to one fifteen (15) minute break per day.

Employees who work four (4) or more hours but less than eight (8) covering both the breakfast shift and lunch shift are entitled to twenty (20) minutes of break per day. In general, five (5) minutes are used to break before or after breakfast and fifteen (15) minutes are used to break before or after lunch.

Employees who work eight (8) or more hours are entitled to two fifteen (15) minute breaks per day.

All break times will be scheduled with the employee's supervisor.

ARTICLE 12. CIVIL SERVICE EXAMINATIONS AND PROBATION

SECTION 1. CIVIL SERVICE EXAMINATIONS. Notice of Civil Service (Personnel) Examinations for positions in the food production and service functions shall be posted in the kitchen in each work location no later than five (5) working days before the closing date for examination, subject to the timely receipt of information.

SECTION 2. PROBATION. The probationary period shall be twelve (12) consecutive months from the date of appointment for positions in the titles Nutrition Services Assistant and Nutrition Services Helper. The probationary period, whether original or promotional appointment, for all other titles covered by this Agreement shall be six (6) consecutive calendar months from the date of appointment excluding holidays, school breaks, and leaves of absence.

Extended absences of any kind lasting one (1) month or more in duration shall not be credited when calculating time towards the completion of either the original or promotional probationary period.

If the employee's service is found unsatisfactory by the Director of Nutrition and Commercial Services during the period of original appointment probation, the probationary employee may be discharged at the discretion of the Director of Nutrition and Commercial Services, prior to the end of the original probationary period.

If the employee's service is found unsatisfactory by the Director of Nutrition and Commercial Services during the period of promotional appointment probation, the probationary employee shall be reinstated, at the discretion of the Director of Nutrition and Commercial Services, to their former position or to a position to which they might have been transferred or assigned prior to the promotion, prior to the end of the promotional probationary period.

Discharge or reinstatement to a lower level position during or at the conclusion of the probationary period stated in this Section 2 is not grievable under Article 5, nor is it subject to other appeal.

Employees who resign and transfer to a position with the City of Saint Paul and do not pass probation do not maintain rights to return to their position with the District.

ARTICLE 13. SENIORITY, LAYOFF AND RECALL

SECTION 1. SENIORITY.

Subd. 1. Seniority, for the purpose of this Article, shall be defined as follows:

DISTRICT-WIDE SENIORITY is the length of continuous, regular, and probationary service with the Employer from the date an employee was first certified and appointed to any class title covered by this Agreement. In cases where two (2) or more employees are appointed on the same date, the District-wide seniority shall be determined by the employee's rank on the eligible list from which the certification was made.

There shall be two (2) separate seniority lists. One list for the nutrition service assistants and one list for nutrition service supervisors. The start date in the specific classification shall be an employee's seniority date.

In the event an employee requests to voluntarily transfer to another location, the employee will retain District-wide seniority in the classification for which the employee is currently employed. In the event additional hours become available at a given location **for a regular shift**, employees at that location shall have a right to claim the additional hours **first** based on District-wide seniority as described above.

Subd. 2. Seniority shall terminate when an employee retires, resigns or is discharged. It is understood that a recalled employee will pick up their former seniority dates in any class of positions covered by this Agreement and previously held. Employees who resign with at least a two (2) week notice and are rehired within eighteen (18) months of leaving will return to their same step on the salary schedule and resume their former seniority dates in any class of positions covered by this agreement and previously held.

ARTICLE 13. SENIORITY, LAYOFF AND RECALL (continued)

SECTION 2. LAYOFF.

Subd. 1. In the event it is determined by the Employer that it is necessary to reduce the workforce, employees will be laid off by class title based on inverse length of District-wide seniority in that class title.

Subd. 2. Two (2) weeks of notice shall be given to any employee laid off.

SECTION 3. RECALL. Recall from layoff shall be in order of greatest District-wide seniority, except that recall rights shall expire after eighteen (18) months of layoff. Any employee is eligible for recall to any position in their title at any location, as long as the work hours do not exceed the employee's regularly scheduled hours prior to the layoff. Any employee who refuses an offer of recall at any location shall forfeit all further rights to recall.

SECTION 4: Employees whose hours are reduced by more than five (5) hours per week have a right to bump the least senior District employee in their title in order to not have a reduced work schedule. Employees who are on layoff may remain on layoff if offered a position with hours that are greater than five (5) hours per week less than their original assigned hours.

SECTION 5: Any extra hours shall be given to employees by seniority at each location provided the employee is present at the work site and qualified for the extra hours.

ARTICLE 14. INSURANCE BENEFITS

SECTION 1. ACTIVE EMPLOYEE INSURANCE

Subd. 1. Active Employee Health Insurance. Health and Welfare benefits shall be provided in the form of premium contributions for eligible employees under the plan offered by the District for Civil Service personnel. Employees selecting a plan offered by a Health Maintenance Organization (HMO) agree to accept any changes in benefits which the HMO implements.

Subd. 2. Eligible employees. Employees who become eligible for medical and life coverage, shall be considered full-time if regularly assigned six (6) or more hours per day, and half-time if regularly assigned at least four (4) but less than six (6) hours per day.

2.1 For eligible half-time employees who elect medical and life coverage, the Employer will contribute one half (1/2) of the amount available for full-time employees electing such coverage.

2.2 One (1) full month of continuous regularly appointed service in the District will be required before an eligible employee can receive the District's contribution of premium cost for insurance provided herein.

ARTICLE 14. INSURANCE BENEFITS

SECTION 1. ACTIVE EMPLOYEE INSURANCE (continued)

Subd. 3. Active Employee Medical Insurance Employer Contribution.

- 3.1 Employer agrees for each eligible employee covered by this agreement who is employed full-time and who selects employee insurance coverage, the Employer agrees to contribute the cost of such coverage or \$645 per month, whichever is less. For each eligible full-time employee who selects family or single+1 coverage, the Employer will contribute the cost of such coverage or \$1,220 per month, whichever is less.
- 3.2 The Employer will contribute toward the premiums of specified insurance coverages per the following schedule for eligible employees:
- 3.2.2 Effective **January 1, 2018**, for each eligible employee covered by this Agreement who is employed full time and who selects employee insurance coverage, the Employer agrees to contribute the cost of such coverage or **\$655** per month, whichever is less. For each eligible full-time employee who selects family or single+1 coverage, the Employer will contribute the cost of such coverage or **\$1,230** per month, whichever is less.
- 3.2.3 Effective January 1, 2019, for each eligible employee covered by this Agreement who is employed full time and who selects employee insurance coverage, the Employer agrees to contribute the cost of such coverage or \$665 per month, whichever is less. For each eligible full-time employee who selects family or single+1 coverage, the Employer will contribute the cost of such coverage or \$1,240 per month, whichever is less.**

Subd. 4. Active Employee Life Insurance. The Employer agrees to provide each eligible employee \$25,000 of life insurance coverage.

- 4.1 The amount of life insurance specified in Subd. 4 shall be reduced to \$5,000 coverage upon early retirement and shall continue until the early retiree reaches age sixty-five (65), at which time all Employer-paid life insurance shall be terminated.

Subd. 5. Payroll Deductions. Any premium costs in excess of the amounts stated above shall be paid by the employee, by means of payroll deduction.

Subd. 6. Dental Insurance. The Employer will contribute an amount for each eligible employee covered by this Agreement who is employed full-time toward participation in a dental plan offered by the Employer up to \$40 per month for single dental coverage. Employees who enroll in family dental coverage will pay the difference between the cost of family coverage and the District's \$40 monthly contribution to single coverage.

Subd. 7. Flexible Spending Account. It is the intent of the Employer to maintain during the term of this Agreement a plan for medical and child care expense accounts to be available to active employees in this bargaining unit who are eligible for Employer paid premium contributions for health insurance for such expenses, within the established legal regulations and Internal Revenue Service (IRS) requirements for such accounts.

Subd. 8. Long-Term Disability Insurance. The District shall provide long-term disability insurance for employees covered by this agreement who are eligible for full time benefits as defined in Section 1.3 of this article.

ARTICLE 14. INSURANCE BENEFITS, Section 2

SECTION 2. RETIREMENT HEALTH INSURANCE

Subd. 1. Benefit Eligibility for Employees who Retire Before Age Sixty-Five (65)

1.1 Employees hired into District service before January 1, 1996, must have completed the following service eligibility requirements with Independent School District No. 625 prior to retirement in order to be eligible for any payment of any insurance premium contribution by the District after retirement:

- A. Be receiving pension benefits from PERA, St. Paul Teachers Retirement Association or other public employee retiree program at the time of retirement and have severed the employment relationship with Independent School District No. 625;
- B. Must be at least fifty-five (55) years of age and have completed twenty-five (25) years of service, or;
- C. The combination of their age and their years of service must equal eighty-five (85) or more, or;
- D. Must have completed at least thirty (30) years of service; or
- E. Must have completed at least twenty (20) consecutive years of service within Independent School District No. 625 immediately preceding retirement. Years of regular service with the City of Saint Paul will continue to be counted toward meeting the service requirement of this Subd. 1.1 B, C or D, but not for 1.1 E.
- F. Employees hired on or after January 1, 2014 will not be eligible for any District contribution toward health insurance upon retirement.

1.2 Employees hired into District service after January 1, 1996, must have completed twenty (20) years of service with the District. Time with the City of Saint Paul will not be counted toward this twenty (20) year requirement.

1.3 Eligibility requirements for all retirees:

- A. A retiree may not carry their spouse as a dependent if such spouse is also an Independent School District No. 625 retiree or Independent School District No. 625 employee and eligible for and is enrolled in the Independent School District No. 625 health insurance program, or in any other Employer-paid health insurance program.
- B. Additional dependents beyond those designated to the District at the time of retirement may not be added at District expense after retirement.
- C. The employee must make application through District procedures prior to the date of retirement in order to be eligible for any benefits provided in this Section.

Subd. 2. Employer Contribution Levels for Employees Retiring Before Age Sixty-Five (65)

2.1 Health Insurance Employer Contribution

Employees who meet the requirements in Subd. 1.1 or Subd. 1.2 of this Article will receive a District contribution toward health insurance until the employee reaches sixty-five (65) years of age as defined in this Subd.

2.1.1 The District contribution toward health insurance premiums will equal the same dollar amount the District contributed for single or family coverage to the carrier in the employee's last month of active employment.

ARTICLE 14. INSURANCE BENEFITS, Section 2 (continued)

- 2.1.2 In the event the District changes health insurance carriers, it will have no impact on the District contribution for such coverage.
- 2.1.3 Any employee who is receiving family coverage premium contribution at date of retirement and later changes to single coverage will receive the dollar contribution to single coverage that was provided in the contract under which the retirement became effective.

2.2 Life Insurance Employer Contribution

The District will provide for early retirees who qualify under the conditions of 1.1 or 1.2 above, premium contributions for eligible retirees for \$5,000 of life insurance only until their sixty-fifth (65th) birthday. No life insurance will be provided, or premium contributions paid, for any retiree age sixty-five (65) or over.

Subd. 3. Benefit Eligibility for Employees After Age Sixty-Five (65)

- 3.1 Employees hired into the District before January 1, 1996, who retired before age sixty-five (65) and are receiving benefits per Subd. 2 above are eligible, upon reaching age sixty five (65), for employer premium contributions for health insurance described in Subd. 4 of this Article.
- 3.2 Employees hired into the District before January 1, 1996, who retire at age 65 or older must have completed the service eligibility requirements in Subd. 1 to receive District contributions toward post-age-65 health insurance premiums.
- 3.3 Employees hired on or after January 1, 1996, shall not have or acquire in any way any eligibility for Employer-paid health insurance premium contribution for coverage in retirement at age sixty-five (65) and over in Subd. 4. Employees hired on or after January 1, 1996, shall be eligible for only early retirement insurance premium contributions as provided in Subd. 2 and Deferred Compensation match in Subd. 5.

Subd. 4. Employer Contribution Levels for Employees After Age Sixty-Five (65)

- 4.1 Employees hired into the District before January 1, 1996, who meet the eligibility requirements in Subdivisions 3.1 and 3.2 of this Article are eligible for premium contributions for a Medicare Supplement health coverage policy selected by the District. Premium contributions for such policy will not exceed:

| <u>Coverage Type</u> | <u>Single</u> | <u>Family</u> |
|-----------------------|-----------------|-----------------|
| Medicare Eligible | \$300 per month | \$400 per month |
| Non-Medicare Eligible | \$400 per month | \$500 per month |

At no time shall any payment in any amount be made directly to the retiree.

Any premium cost in excess of the maximum contributions specified must be paid directly and in full by the retiree, or coverage will be discontinued.

- Subd. 5. Employees hired after January 1, 1996, after completion of three (3) full years of consecutive active service in the District, are eligible to participate in an Employer-matched Minnesota Deferred Compensation Plan or employer-approved 403(b) plan. Upon reaching eligibility, the District will match up to \$50 per paycheck to a maximum of \$600 per year of consecutive active service, up to a cumulative lifetime maximum of \$12,500. Part-time employees working half-time or more will be eligible for up to one half (50 percent) of the available District match. Approved non-compensatory leave shall not be counted in reaching the three (3) full years of consecutive active service, and shall not be considered a break in service. Time worked in the City of Saint Paul will not be counted toward this three (3) year requirement.

ARTICLE 14. INSURANCE BENEFITS, Section 2 (continued)

5.1 Effective January 1, 2010, employees hired after January 1, 1996 are eligible to participate in an Employer matched Minnesota Deferred Compensation Plan or District approved 403(b) plan. The District will match up to \$800 per year of consecutive active service. Effective January 1, 2011, the District will match up to \$1,000 per year of consecutive active service. Part-time employees working half-time or more will be eligible for up to one half (50 percent) of the available District match.

Federal and state rules governing participation in the Minnesota Deferred Compensation Plan or employer-approved 403(b) plan shall apply. The employee, not the District, is solely responsible for determining their total maximum allowable annual contribution amount under IRS regulations.

The employee must initiate an application to participate through the District's specified procedures.

5.2 Employees hired on or after January 1, 2014, shall be eligible for \$200 per year employer match in addition to the match amount provided in this section for employees hired after January 1, 1996.

ARTICLE 15. WORKING CONDITIONS

SECTION 1. EMERGENCY CLOSINGS AND CALL IN.

Subd. 1. If it becomes necessary or desirable to close a school as a result of an emergency, the effort shall be made to notify employees not to come to work. Employees not notified who report for work shall be granted two (2) hours pay at their regular rate.

Subd. 2. An employee who is expected to come to work on a regular workday, or who is called in to work at another time, shall receive a minimum of two (2) hours straight time pay for the work.

SECTION 2. WORKSHOPS Employees in the Nutrition Services program ordered by the Director of Nutrition and Commercial Services to attend Nutrition Services workshops shall be reimbursed for the tuition of the workshop and the normal hourly rate for the time spent in the workshop.

SECTION 3. WORKING OUT OF CLASSIFICATION. Employer shall avoid, whenever possible, working an employee on an out-of-class assignment for a prolonged period of time. Any employee working an out-of-class assignment for a period in excess of five (5) working days during any fiscal year of employment shall receive the rate of pay for the out-of-class assignment in a higher classification not later than the sixth (6) day of such assignment. For purposes of this Article, an out-of-class assignment is defined as the full-time performance of all of the significant duties and responsibilities of a classification by an individual in another classification. For the purposes of this Article, the rate of pay for an out-of-class assignment shall be the same rate the employee would receive if they were promoted to the higher classification.

SECTION 4. ADDITION OF REGULARLY SCHEDULED WORK HOURS. Whenever regularly-scheduled hours are added to an existing Nutrition Services Assistant and Nutrition Services Helper positions, the Nutrition Services Assistant or Nutrition Services Helper with the greatest District seniority regularly employed in that kitchen or facility will be first offered the additional work hours, if that Nutrition Services Assistant or Nutrition Services Helper is listed for such consideration.

ARTICLE 15. WORKING CONDITIONS, Section 4 (continued)

Subd. 1. To be listed for additional hours consideration, a Nutrition Services Assistant or Nutrition Services Helper must indicate in writing, to the Director of Nutrition and Commercial Services, the intention to be available for such additional work time.

Subd. 2. If a listed Nutrition Services Assistant or Nutrition Services Helper refuses additional regularly-scheduled work time, the Director of Nutrition and Commercial Services or designated immediate supervisor may remove that employee's name from the listing.

Subd. 3. A reduction in regularly-scheduled hours to a position covered by this Agreement shall not be considered a layoff, and is not subject to the provisions of Article 8, Layoff and Recall.

SECTION 5. REQUESTS FOR CHANGE OF LOCATION. Employees who wish to be considered for reassignment to another location should submit a written request to the Director of Nutrition and Commercial Services. The request should specify the location or area the employee prefers.

SECTION 6. FOOD MANAGER'S FOOD SAFETY CERTIFICATION

Subd. 1. Nutrition Services Supervisor 1, 2 and 3. The parties recognize and acknowledge that the Saint Paul Food Manager's Certification (or a State of Minnesota Certification if regulation changes) is a requirement for holding a position in the Nutrition Services Supervisor 1, 2, 3 and Nutrition Services Assistant 2 titles covered by this Agreement, and will be a requirement prospectively for new appointees as well. Nutrition Services Supervisors and Nutrition Services Assistant 2 employees who fail to hold and/or renew certification will be placed on non-paid leave of absence for a period of up to sixty (60) days for the purpose of obtaining proper certification. Failure to be properly certified within that period will be cause for termination. The District shall reimburse employees in these titles for the following costs associated with maintaining certification:

- Course fee and study guide (one time only)
- Test fee (one time only)
- Up to ten (10) hours of paid time to take course and test
- Renewal fees
- Up to four (4) hours of paid time for renewal of certification

ARTICLE 16. SEVERANCE

16.1 The Employer shall provide a severance pay program as set forth in this Article. Payment of severance pay shall be made within the tax year of the retirement as described in Business Office Rules.

16.2 To be eligible for the 403(b) tax-deferred retirement program for sheltering severance pay and vacation pay, an employee must meet the following requirements:

16.2.1 The employee must be eligible for pension benefits from the Public Employee's Retirement Association of Minnesota (PERA) or other public employee retiree program.

16.2.2 The employee must be voluntarily separated from District employment or have been subject to separation by layoff or compulsory retirement. Those employees who are discharged for cause, misconduct, inefficiency, incompetence or any other disciplinary reason are not eligible for this severance pay program.

ARTICLE 16. SEVERANCE (continued)

- 16.3 If an employee notifies the Human Resource Department three (3) months in advance of the date of retirement and requests severance pay and if the employee meets the eligibility requirements set forth in 16.2 above, he or she will receive a District contribution to the District 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation Pay in an amount equal to \$12 for each hour of accrued, unused sick leave, up to 1458.33 hours to a maximum of \$17,500.

Nutrition Service Supervisors who notify the Human Resource Department three (3) months in advance of the date of retirement and requests severance pay and if the employee meets the eligibility requirements set forth in 16.2 above will receive a District contribution to the District 403(b) Tax Deferred Retirement Plan for Sheltering Severance Pay and Vacation Pay in an amount equal to \$14 for each hour of accrued, unused sick leave, up to 1,357.15 hours to a maximum of \$19,000.

Effective January 1, 2017, if an employee notifies the Human Resource Department three (3) months in advance of the date of retirement and requests severance pay and if the employee meets the eligibility requirements set forth in 16.2 above, he or she will receive a District contribution to the District 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation Pay in an amount equal to \$12.50 for each hour of accrued, unused sick leave, up to 1,460 hours to a maximum of \$18,250.

Effective January 1, 2017, Nutrition Service Supervisors who notify the Human Resource Department three (3) months in advance of the date of retirement and requests severance pay and if the employee meets the eligibility requirements set forth in 16.2 above will receive a District contribution to the District 403(b) Tax Deferred Retirement Plan for Sheltering Severance Pay and Vacation Pay in an amount equal to \$14.50 for each hour of accrued, unused sick leave, up to 1,460 hours to a maximum of \$21,170.

- 16.3.1 If an employee notifies the Human Resource Department in less than three (3) months in advance of the date of retirement and requests severance pay and if the employee meets the eligibility requirement set forth above, he or she will receive a District contribution to the District 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation Pay in an amount equal to \$10 pay for each hour of accrued, unused sick leave up to 1650 hours to a maximum of \$16,500.

Effective July 1, 2014, Nutrition Service Supervisors who notify the Human Resource Department in less than three (3) months in advance of the date of retirement and requests severance pay and if the employee meets the eligibility requirement set forth above, will receive a District contribution to the District 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation Pay in an amount equal to \$12 pay for each hour of accrued, unused sick leave to up to 1,500 hours to a maximum of \$18,000.

- 16.3.2 If exigent circumstances exist, such as a sudden illness/injury of the employee or immediate family member necessitating immediate retirement, and if the employee meets the eligibility requirements set forth above, he or she will receive a District contribution to the School District No. 625 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation Pay in an amount equal to \$12 pay for each hour of accrued, unused sick leave up to 1458.33 hours to a maximum of \$17,500.

ARTICLE 16. SEVERANCE (continued)

Effective July 1, 2014, Nutrition Service Supervisors when exigent circumstances exist, such as a sudden illness/injury of the employee or immediate family member necessitating immediate retirement, and if the employee meets the eligibility requirements set forth above, he or she will receive a District contribution to the School District No. 625 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation Pay in an amount equal to \$14 for each hour of accrued, unused sick leave, up to 1,357.15 hours to a maximum of \$19,000.

- 16.4 The maximum amount of money that any employee may obtain through this 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation Pay is \$18,250.

Effective July 1, 2014, the maximum amount of money that any Nutrition Service Supervisor may obtain through this 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation Pay is \$21,170.

- 16.5 For the purpose of this 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation Pay, a death of an employee shall be considered as separation of employment and, if the employee would have met all of the requirements set forth above at the time of his or her death, contributions to the 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation Pay shall be made to the employee's estate.
- 16.6 For the purpose of this 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation Pay, a transfer from Independent School District No. 625 employment to City of Saint Paul employment is not considered a separation of employment, and such transferee shall not be eligible for this plan.

ARTICLE 17. COURT DUTY

SECTION 1. Any employee who is required to appear in court as a juror or as a subpoenaed witness shall be paid their regular pay while so engaged, unless the court duty is the result of litigation undertaken by the employee or the Union against the Employer. Any fees that the employee shall receive from the court for such service shall be paid to the Employer. Any employee who is scheduled to work a shift other than the normal daytime shift, shall be rescheduled to work the normal daytime shift during such time as they are required to appear in court as a juror or witness.

ARTICLE 18. DISCIPLINE AND DISCHARGE

SECTION 1. The Employer shall have the right to impose disciplinary actions on employees for just cause.

SECTION 2. Disciplinary actions by the Employer shall include only the following actions:

- (1) Oral reprimand;
- (2) Written reprimand;
- (3) Suspension;
- (4) Demotion;
- (5) Discharge.

SECTION 3. Employees who receive a written reprimand, who are suspended, demoted or discharged shall have the right to request that such actions be reviewed through the provisions of Article 19, Grievance Procedure of this Agreement. This provision is not intended to abrogate rights of veterans pursuant to statute.

SECTION 4. PRELIMINARY REVIEW. Prior to issuing a disciplinary action of unpaid suspension, demotion, or discharge, the supervisor will make a recommendation to their supervisor regarding proposed discipline. The supervisor will then schedule a meeting with the employee prior to making a final determination of the proposed discipline. The employee shall have the opportunity to have union representation present and be provided the opportunity to speak on their behalf regarding the proposed action. If the employee is unable to meet with the supervisor, the employee and/or union will be given the opportunity to respond in writing.

ARTICLE 19. GRIEVANCE PROCEDURE

SECTION 1. This grievance procedure is established to resolve any specific dispute between the employee and the District concerning, and limited to, the interpretation or application of the provisions of this Agreement.

SECTION 2. An employee presenting a grievance may elect to be represented by an appropriate Union representative. At Step 1 or Step 2 of the grievance procedure, the employee may choose to present their grievance without being represented by a Union representative, provided, however, that the Union representative shall be notified of the adjustment or settlement of any Step 2 grievance and provided further that any adjustment or settlement shall not be inconsistent with the terms of the Agreement.

SECTION 3. It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours when consistent with such employees' duties and responsibilities. The aggrieved employee and a Union representative shall be allowed a reasonable amount of time without loss of pay when a grievance is investigated and presented to the Employer during normal working hours provided that the employee and the Union representative have notified and received the approval of designated supervisor and provided that such absence is reasonable and would not be detrimental to the work programs of the Employer. It is understood that the Employer shall not use the above limitation to hamper the processing of grievances.

SECTION 4. A grievance shall be resolved in the following manner:

Subd. 1. (Step 1) Any employee claiming a specific disagreement concerning the interpretation or application of the provisions of this Agreement shall, within twenty (20) working days of its first occurrence or within ten (10) working days of the time the employee reasonably should have had knowledge of the occurrence, whichever is later, discuss the complaint orally with the representative designated by the Director of Nutrition and Commercial Services. The representative of Director of Nutrition and Commercial Services shall attempt to adjust the complaint at that time.

Subd. 2. (Step 2) A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 by the employee within fifteen (15) working days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the employee within fifteen (15) working days shall be considered waived.

If appealed, the written grievance shall be presented by the employee and the Union and discussed with the Director of Nutrition and Commercial Services (or representative designated by the Superintendent). The Director of Nutrition and Commercial Services shall give the Union the Employer's Step 2 answer in writing within ten (10) working days following the presentation. Any grievance not appealed in writing to Step 3 by the employee and the Union within ten (10) working days after receipt of the Employer's reply shall be considered waived.

Subd. 3. (Step 3) If appealed, the written grievance shall be presented by the Union and discussed at an informal meeting within ten (10) working days of receipt of the written grievance, with the Superintendent of Schools or their representative. The Employer-designated representative shall give the Union the Employer's answer in writing within ten (10) working days after the review meeting. A grievance not resolved in Step 3 may be appealed in writing to Step 4 by the Union within ten (10) working days following the Employer-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) working days shall be considered waived.

ARTICLE 19. GRIEVANCE PROCEDURE (continued)

Subd. 4. (Step 4) A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended. If a mutually-acceptable arbitrator cannot be agreed upon, the selection of an arbitrator shall be made in accordance with the procedures of the Minnesota Bureau of Mediation Services, if the Union so requests within the specified ten (10) days.

SECTION 5. The arbitrator shall have no right to amend, modify, nullify or ignore the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make decisions on any other issue not so submitted.

The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing, copies to both parties and the Bureau of Mediation Services within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union, provided that each party shall be responsible for compensating its own witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to process the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union in each step.

It is agreed by the Union and the Employer that, if a specific grievance is determined by this grievance process, it shall not again be submitted for consideration under any other procedure. It is further understood that if a specific matter is determined by some other procedure, it shall not again be submitted for review and arbitration under the procedures set forth in this Article.

ARTICLE 20. LEAVES

SECTION 1. APPLYING FOR LEAVES. Applications for leaves must be submitted in writing to the Director of Nutrition Services at least forty-five (45) calendar days prior to the proposed start of the leave without pay and shall include the proposed period of the leave and purpose for the leave.

The Director of Nutrition Services will coordinate the request with Human Resource reply to leave requests within fifteen (15) working days after they are received in the Nutrition Services Office.

SECTION 2. SHORT-TERM LEAVES WITHOUT PAY. Short-term special leaves without pay, not to exceed two (2) weeks in duration, may be requested and will be considered by the Employer subject to the operational needs of the Employer and the ability to secure substitute help to satisfactorily maintain the particular assignment of the employee involved.

ARTICLE 20. LEAVES (continued)

SECTION 3. LONG-TERM LEAVES WITHOUT PAY. Leaves of absence may be requested and are subject to approval of the Director of Nutrition Services. A list of typical leaves is provided below. This list does not cover all possible reasons.

- Physical or mental incapacity of the employee to perform their work efficiently, where the granting of a leave will permit the employee to receive treatment enabling them to return to District service;
- Election or appointment of a full-time, paid position in an organization or union whose members consist largely or exclusively of employees of the District.
- Education or training relating to the employee's regular duties or to prepare the employee for advancement;
- Election of the employee to a District or City of St. Paul position;
- Appointment of the employee to an unclassified District or City of St. Paul position;
- Disability or injury received in the performance of duty not due to the negligence of the employee for the period of the employee is receiving compensation payments from the District for temporary partial disability or temporary total disability;
- Parental leave upon the request of the employee.

Subd. 1. For a leave of six (6) months or longer, the employee must provide written notification to the Director of Nutrition and Commercial Services, indicating their specific intent to conclude the leave and be available to return to active service as of the termination date specified in the leave. This written notification must be received by the Director of Nutrition and Commercial Services no later than two (2) months prior to the originally-scheduled date of the leave termination.

Subd. 2. Employees who are unable to work as the result of a medical condition or non-compensatory leave and who are anticipated to be out of work for a period of up to twelve (12) weeks or less will be able to return to the school from which they were working and to the same shift they were working upon their return within the initial twelve (12) week period. Employees returning after twelve (12) weeks from leave will be placed in the next available vacancy in their job title.

Subd. 3. Employees who return to service under the provisions of this Section will retain their former seniority.

SECTION 4. MILITARY LEAVE. Pursuant to and within the limits of the requirements of Minnesota Statute § 192.26, employees shall be granted military leave for up to fifteen (15) days in any calendar year for required military service.

SECTION 5. FAMILY MEDICAL LEAVES. Effective February 1, 1994, leaves of absence shall be granted as required under the federal law known as the Family and Medical Leave Act (FMLA) as long as it remains in force. The Human Resource Department provides procedures.

SECTION 6. QUARANTINE/CATASTROPHIC DISASTER LEAVE. Nutrition Services employees will be provided up to a maximum of ten (10) days paid leave of absence for quarantine by a health officer due to a contagious disease. The same will be provided for a catastrophic disaster that occurs in the employee's school and/or community which causes the closure of the District or the employee's school.

ARTICLE 21. UNIFORMS

SECTION 1.

Subd. 1. The Employer will provide five (5) uniform pieces to each employee per school year. Selection and composition of uniforms is the Employer's option.

1.1 Employees working in the Nutrition Center will receive nine (9) uniform pieces per school year. Employees will have the opportunity to purchase extra pieces at the beginning of each school year.

Subd. 2. The Employer will provide five (5) uniform pieces at start-up for new employees. Upon completion of the probationary period, the employee will be provided with two (2) additional uniform pieces.

Subd. 3. Upon promotion to a supervisory title, the Employer will provide an additional two (2) uniform pieces.

Subd. 4. A uniform piece for the purpose of this Article shall be defined as any one of the following items as designated by the Director of Nutrition and Commercial Services for that location:

- 1) shirt/tops;
- 2) slacks/pants;
- 3) aprons.

Employees will have the flexibility to select any combination of uniform pieces each school year, so long as the uniform pieces selected are part of the approved uniform for that location.

Subd. 5. Effective July 1, 2014, employer will provide one (1) apron per year in addition to current uniform allowance noted above.

SECTION 2. A probationary employee who has received uniforms and then terminates employment for any reason after less than six (6) full months of active employment is obligated to return the uniforms to Nutrition Services within five (5) business days. Failure to return uniforms under this section, will permit the District to deduct the cost of the uniform from the employee's final check.

ARTICLE 22. MILEAGE

22.1 Mileage Allowance. Employees of the District, under policy adopted by the Board, may be reimbursed for the use of their automobiles for school business. The mileage allowance for eligible employees shall be established by the Board. The mileage reimbursement rate shall be indexed periodically to reflect the rate established by the IRS.

22.2 Reimbursement Procedures. An employee must keep a record of each trip made. Reimbursement shall be for the actual mileage driven in the performance of assigned duties as verified by the appropriate school district administrator and in accordance with District Business Office policies and procedures.

ARTICLE 23. WAGES

SECTION 1.

The pay rates shall be those described in Appendix A.

SECTION 2.

Subd. 1. Initial Placement on the Salary Schedule

When an employee is originally hired or moves from another unit into a title covered by this agreement or moves from one title covered by this agreement to a different title under this agreement, initial step placement will be conducted as described by Civil Service Rules, unless the labor agreement contains a provision describing an alternative action. The labor agreement supersedes these provisions of Civil Service Rules.

A newly hired person regularly appointed in the Nutrition Services Assistant or Nutrition Services Helper classifications will normally start at the base rate.

A newly hired person regularly appointed in other titles covered by this agreement will typically start at the Base Rate for that title.

A person appointed on a temporary basis normally will be paid at the temporary rate. The only exception is for retirees returning to work as temporary employees as described in Appendix A, Wage Schedule Conditions.

Subd. 2. Step Placement on the Salary Schedule for a Promotion

The Human Resource Department will determine the step placement for a promotion from one title in the District to a title covered by this Agreement. The step placement will be determined by multiplying the hourly rate of pay the person was receiving prior to the promotion by 1.05 (a 5% increase). The person will be placed in the new title following promotion at the first salary step that is equal to or greater than the rate calculated when multiplying the previous rate by 1.05. For example, if the person was making \$10/hr before the promotion, the Human Resource Department would multiply \$10/hr x 1.05 = \$10.50/hr. Then the person would be placed on the step in the new title that was closest to but not less than \$10.50/hr.

Subd. 3. Salary Step Progression

Progression through the steps of a salary range in this contract will be based on the following conditions:

Employees must have received an overall rating of "satisfactory" on their most recent performance evaluation to receive any salary step advancement.

Effective January 1, 2002, movement to pay columns beyond the base rate will normally occur on the first pay period following the anniversary date of the employee's appointment to a regular position in the District, providing that the employee has completed the number of years in the District required for that step.

Employees who were paid on the payroll a minimum of four-hundred (400) hours in the previous twelve (12) months shall receive a step increment on the start of the pay period closest to July 1 each year.

SECTION 3. During the term of this Agreement the Board may at its discretion unilaterally increase the pay rates provided in Appendix A, to come into compliance with the requirements of the Minnesota Pay Equity Act.

SECTION 4. RETROACTIVITY. Employees who have terminated employment with the District prior to Board ratification of the agreement, except for employees who retired and met the contractual eligibility for retiree health insurance, shall not be eligible for any retroactive salary or benefits increases that resulted from the negotiated settlement.

ARTICLE 23. WAGES (continued)

SECTION 5. CORRECTION OF COMPENSATION ERRORS. Employees should routinely review their biweekly pay check and immediately document any errors or inquiries by contacting the District's payroll department. Failure to notify the payroll department in a timely manner, or failure to routinely review the accuracy of his/her biweekly compensation may result in lost compensation to the employee.

District Authority. When underpayment errors are identified, the District will review the nature of the error and shall reimburse the employee in full up to a maximum retroactive period of two years. In the case of an overpayment, the District has the authority to deduct from the employee's check up to the full amount owed for a maximum retroactive period of two (2) years.

Procedure for Addressing Significant Overpayment Errors. In the case of a significant overpayment, deductions from biweekly compensation shall be based on a repayment schedule established by the District. The District, at its discretion, may limit the amount of repayment to less than the two (2) year retroactive period described above. The reduction of a reimbursement period will be based on the nature of the error and whether the employee took reasonable preventative action by routinely reviewing the accuracy of his/her biweekly compensation.

ARTICLE 24. DURATION OF AGREEMENT

This Agreement shall be in full force and effect from July 1, 2017, through June 30, 2019, except as otherwise specified herein, and shall automatically be continued from year to year thereafter, unless a new Agreement is developed in accordance with the provisions of the Public Employment Labor Relations Act of 1971, as amended. Intent to negotiate a new Agreement shall be indicated by either party providing written notice thereof at least ninety (90) days prior to the termination date set forth herein.

NUTRITION SERVICES PERSONNEL AGREEMENT

This Agreement is by and between Independent School District No. 625 and Minnesota Teamsters Public and Law Enforcement Employees Union Local No. 320, on behalf of Nutrition Services Personnel.

In full settlement of 2017-2019 negotiations between the herein parties, the parties have adopted this Agreement, which is attached hereto and made a part hereof.

It is understood that this settlement shall be subject to approval and adoption by the Board of Education of Independent School District No. 625, as well as ratification by the Union.

INDEPENDENT SCHOOL DISTRICT NO. 625

MINNESOTA TEAMSTERS PUBLIC AND LAW
ENFORCEMENT EMPLOYEES UNION LOCAL
NO. 320

Chair, Board of Education

Business Agent

Assistant Director Employee/Labor Relations

Date

Negotiations/Employee Relations
Assistant Manager

Date

APPENDIX A: WAGES

Effective January 6, 2018

| | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> | <u>Step 5</u> | <u>Step 6</u> | <u>Step 7</u> | <u>Step 8</u> | <u>Step 9</u> |
|-----------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| NS Supervisor 1 | \$14.55 | \$14.96 | \$15.38 | \$16.09 | \$16.78 | \$17.20 | \$17.83 | \$18.88 | \$20.49 |
| NS Supervisor 2 | \$15.80 | \$16.29 | \$16.78 | \$17.62 | \$18.45 | \$19.01 | \$19.79 | \$21.01 | \$22.79 |
| NS Supervisor 3 | \$17.93 | \$18.46 | \$19.00 | \$19.87 | \$20.86 | \$21.44 | \$22.35 | \$23.63 | \$25.64 |
| NS Assistant | \$11.89 | \$12.22 | \$13.22 | \$13.68 | \$14.13 | \$14.59 | \$15.03 | \$15.80 | \$17.16 |
| NS Helper | \$9.92 | \$10.83 | \$11.76 | \$12.15 | \$12.55 | \$12.99 | | | |
| NS Assistant 2 | \$11.78 | \$12.91 | \$13.99 | \$14.63 | \$15.26 | \$15.86 | \$16.49 | \$17.48 | \$18.96 |
| NS Temporary | \$9.92 | | | | | | | | |

Effective January 5, 2019

| | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> | <u>Step 5</u> | <u>Step 6</u> | <u>Step 7</u> | <u>Step 8</u> | <u>Step 9</u> |
|-----------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| NS Supervisor 1 | \$14.84 | \$15.26 | \$15.69 | \$16.41 | \$17.11 | \$17.54 | \$18.19 | \$19.26 | \$20.90 |
| NS Supervisor 2 | \$16.12 | \$16.62 | \$17.11 | \$17.97 | \$18.82 | \$19.39 | \$20.18 | \$21.43 | \$23.24 |
| NS Supervisor 3 | \$18.29 | \$18.83 | \$19.38 | \$20.27 | \$21.28 | \$21.87 | \$22.80 | \$24.11 | \$26.16 |
| NS Assistant | \$12.13 | \$12.46 | \$13.48 | \$13.95 | \$14.41 | \$14.88 | \$15.34 | \$16.12 | \$17.50 |
| NS Helper | \$10.12 | \$11.05 | \$12.00 | \$12.39 | \$12.80 | \$13.25 | | | |
| NS Assistant 2 | \$12.02 | \$13.17 | \$14.27 | \$14.92 | \$15.56 | \$16.18 | \$16.82 | \$17.83 | \$19.34 |
| NS Temporary | \$10.12 | | | | | | | | |

Effective June 22, 2019

| | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> | <u>Step 5</u> | <u>Step 6</u> | <u>Step 7</u> | <u>Step 8</u> | <u>Step 9</u> |
|-----------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| NS Supervisor 1 | \$15.00 | \$15.26 | \$15.69 | \$16.41 | \$17.11 | \$17.54 | \$18.19 | \$19.26 | \$20.90 |
| NS Supervisor 2 | \$16.12 | \$16.62 | \$17.11 | \$17.97 | \$18.82 | \$19.39 | \$20.18 | \$21.43 | \$23.24 |
| NS Supervisor 3 | \$18.29 | \$18.83 | \$19.38 | \$20.27 | \$21.28 | \$21.87 | \$22.80 | \$24.11 | \$26.16 |
| NS Assistant | | | | | | \$15.00 | \$15.34 | \$16.12 | \$17.50 |
| NS Helper | | | | | | \$15.00 | | | |
| NS Assistant 2 | | | | | \$15.56 | \$16.18 | \$16.82 | \$17.83 | \$19.34 |
| NS Temporary | \$15.00 | | | | | | | | |

Longevity Pay

Effective July 1 of each year, employees at the beginning of their fifteen (15) years of service with the Employer shall receive an additional \$0.10 per hour above the normal hourly rate of pay. Employees at the beginning of their twenty (20) years of service with the Employer as of July 1 each year shall receive an additional \$0.25 per hour above the normal hourly rate of pay.

APPENDIX A: WAGES (continued)

Effective **January 5, 2019**, of each year, employees at the beginning of their **ten (10) years of service** with the Employer shall receive **\$0.05** per hour above the normal hourly rate of pay. Employees at the beginning of their fifteen (15) years of service with The Employer shall receive an additional **\$0.15** per hour above the normal hourly rate of pay. Employees at the beginning of their twenty (20) years of service with the Employer as of shall receive an additional **\$0.30** per hour above the normal hourly rate of pay.

Effective **June 22, 2019**, of each year, employees at the beginning of their ten (10) years of service with the Employer shall receive **\$0.15** per hour above the normal hourly rate of pay. Employees at the beginning of their fifteen (15) years of service with The Employer shall receive an additional **\$0.35** per hour above the normal hourly rate of pay. Employees at the beginning of their twenty (20) years of service with the Employer as of shall receive an additional **\$0.50** per hour above the normal hourly rate of pay.

Lead Premium

A Nutrition Services Assistant who is assigned by the Director of Nutrition and Commercial Services as Lead for a particular function will be paid a premium of seventy-five cents (\$.75) per hour over their regular hourly rate while performing the Lead duties. Lead assignment will be made or discontinued at the discretion of the Director of Nutrition and Commercial Services.

Floater Premium

Nutrition Services Assistants who are assigned to float between schools will be paid a premium of fifty (\$.50) per hour over their regular hourly rate while performing floater duties.

Supervisor Fill-in Pay

Nutrition Services Assistants who are designated to fill in for a supervisor when the supervisor is not at the site for the entire day shall be paid a premium of seventy-five (\$.75) per hour over their regular hourly rate of pay. This premium shall not be paid when a Nutrition Services Assistant is receiving out-of-class pay.

APPENDIX A: WAGES (continued)

Wage Schedule Conditions - Nutrition Services Assistant

Persons working on an occasional basis in the Nutrition Services Assistant classification as temporary, provisional, or substitute employees shall be paid at \$8.90 hourly.

Effective April 1, 1996, the only exception is for former employees of the Saint Paul Public School Nutrition Services Department who retired with at least five (5) years of District Nutrition Services experience, and who return on an occasional basis in the Nutrition Services Assistant classification as temporary or substitute employees shall be paid at the six (6) year rate of the Nutrition Services Assistant wage schedule.

Persons newly employed in the Nutrition Services Assistant or Nutrition Services Helper classifications on a regularly-scheduled basis, shall be paid at the Base Rate until such time as the employee shall have passed the Civil Service examination for the classification, been certified and appointed to a regularly-scheduled position.

Movement to pay columns beyond the base rate shall be based on completion of the specified number of years of continuous regular employment from the date of employment with the District.

Minnesota Professional Development Plan For School Food Service
And Nutrition - Level 2 Certification Premium

When a regularly (civil service) certified and appointed employee has completed the credit hours required for Level 2 of the American School Food Service Certification Program for School Food and Nutrition and shall have received such certification, that employee shall become eligible for an additional forty cents (\$.40) per hour premium over and above their normal biweekly rate of pay for all hours on the payroll as long as the employee maintains a current Level 2 certification. Payment of the forty cents (\$.40) per hour premium shall become effective within thirty (30) days after the employee has presented to the Director of Nutrition and Commercial Services of the Saint Paul Public Schools evidence in writing of their completed Level 2 certification. Employees must maintain current Level 2 certification and show evidence of the renewed certification to be eligible for continuation of the premium.

2017-2019 MEMORANDUM OF UNDERSTANDING
REGARDING SUMMER SCHOOL SELECTION FOR
MINNESOTA TEAMSTERS LOCAL NO. 320 REPRESENTING
NUTRITION SERVICES PERSONNEL

This Memorandum of Understanding is by and between the Board of Education of Independent School District No. 625, Saint Paul Public Schools, and Minnesota Teamsters Local No. 320, exclusive representative for nutrition services employees in the Saint Paul Public Schools. The purpose of this Memorandum is to establish a clear understanding between the parties regarding the selection of employees for the School District's summer school program.

Statement of Intent and Purpose

It is the intention of the Employer, during the term of this Memorandum of Understanding to use the following criteria for selection of employees for the summer school nutrition services program:

- 1) Employment date of seniority;
- 2) Completion of the probationary period;
- 3) A satisfactory last performance appraisal.

It is further understood that employees who work in the Nutrition Center during the regular school year may apply for summer work only in the Nutrition Center; employees who work in the schools may apply for summer work only in the schools. Employees whose assignment during the regular school year is split between the Nutrition Center and the schools may apply for summer work in either the Nutrition Center or the Schools.

Twelve (12) month employees in other nutrition services groups will continue to be eligible for summer work as monitors under the provisions outlined above. All employees must adhere to sign-up times and dates as established by the Director of Nutrition and Commercial Services.

Employees who accept a lower classification during summer school will be paid on the salary schedule at the step that represents the least reduction in their pay rate.

Employees who sign up and verify they attended the Local or National Nutrition Conference may take those days off with no penalty to working a full summer school schedule. The employee will jointly assist the Director or designee in acquiring a substitute for this assignment. The employee may be asked to share conference knowledge during professional development.

This Memorandum of Understanding shall be effective during the duration of the 2017-2019 Labor Agreement.

INDEPENDENT SCHOOL DISTRICT NO. 625

MINNESOTA TEAMSTERS PUBLIC AND LAW
ENFORCEMENT EMPLOYEES UNION LOCAL
NO. 320

Chair, Board of Education

Business Agent

Assistant Director Employee/Labor Relations

Date

Negotiations/Employee Relations Assistant
Manager

Date

2017-2019 MEMORANDUM OF UNDERSTANDING
REGARDING HOLIDAY AND PERSONAL LEAVE FOR EMPLOYEES WHO WORK SUMMER

The parties recognize that some employees, due to program needs, work the full summer (not summer school sessions) but are not designated as 12-month employees. Those employees, who work the full school year in addition to the entire summer, are eligible for holidays and use of personal leave in accordance with designated 12-month employees.

Employees will be eligible to use personal leave during the summer and will receive holiday pay for Christmas Day, New Year's Day and Fourth of July. To be eligible for holiday pay, employees will be required to work within the pay period of the holiday (i.e. to be paid for Christmas Day and New Year's Day will be required to work during winter break).

This language does not guarantee summer hours from year to year and does not apply to employees working in year round schools.

INDEPENDENT SCHOOL DISTRICT NO. 625

MINNESOTA TEAMSTERS PUBLIC AND LAW
ENFORCEMENT EMPLOYEES UNION LOCAL
NO. 320

Chair, Board of Education

Business Agent

Assistant Director Employee/Labor Relations

Date

Negotiations/Employee Relations Assistant
Manager

Date

INDEX

| | | | |
|--|-------|--------------------------------------|-----------|
| A | | M | |
| Additional Work Hours..... | 14 | Mileage..... | 22 |
| Adoption Leave..... | 7 | Military Leave..... | 21 |
| B | | O | |
| Bereavement Leave..... | 7 | Overtime..... | 7 |
| Breaks..... | 8 | P | |
| C | | Personal Leave..... | 6 |
| Court Duty..... | 18 | Probation..... | 9 |
| D | | R | |
| Discharge..... | 18 | Recall..... | 10 |
| Discipline..... | 18 | Requests For Change of Location..... | 15 |
| E | | Retirement Health Insurance..... | 12 |
| Emergency Closings and Call In..... | 14 | Retirement After Age 65..... | 13 |
| Employees Who Work Summer..... | 29 | Retirement Before Age 65..... | 12-13 |
| F | | S | |
| Fair Share..... | 5 | Salary Schedule Placement..... | 23 |
| Family Medical Leaves..... | 21 | Salary Step Progression..... | 23 |
| Flexible Spending Account..... | 11 | Seniority..... | 9-10 |
| Floater Premium..... | 26 | Severance..... | 15-17 |
| Food Manager's Food Safety Certification | 15 | Short-Term Leaves..... | 20 |
| G | | Sick Leave..... | 6-7 |
| Grievance Procedure..... | 19-20 | Spring Break Pay..... | 8 |
| H | | Summer School Selection..... | 28 |
| Holidays..... | 6 | Supervisor Fill-in Pay..... | 26 |
| Hours..... | 7 | U | |
| I | | Uniforms..... | 22 |
| Insurance..... | 10-14 | Union Membership..... | 5 |
| L | | V | |
| Layoff..... | 10 | Vacation..... | 8 |
| Lead Premium..... | 26 | W | |
| Leaves..... | 20 | Wages..... | 23, 26-27 |
| Longevity Pay..... | 26 | Winter Break Pay..... | 8 |
| Long-Term Leaves..... | 21 | Working Conditions..... | 14 |
| Lunch Break..... | 8 | Working Out Of Classification..... | 14 |
| | | Workshops..... | 14 |