

NUTRITIONAL SERVICES  
AGREEMENT

2007-2009

ST. CLOUD AREA  
SCHOOL DISTRICT 742

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NUTRITIONAL SERVICES CONTRACT  
2007-2009

This contract is made and entered into by and between St. Cloud Area School District 742, St. Cloud, Minnesota, hereinafter referred to as the "District," and School Service Employees Local 284, hereinafter referred to as the "Union."

ARTICLE I  
RECOGNITION

Section 1.1 Recognition: The employer hereby recognizes the Union as the exclusive representative of: All nutritional services employees employed by St. Cloud Area School District 742, St. Cloud, Minnesota, who are employed for more than fourteen (14) hours per week or thirty-five percent (35%) of the normal workweek and more than sixty-seven (67) workdays per year, excluding supervisory and confidential employees.

Section 1.2 Definitions: Hourly fixed employees are defined in this contract as those who are paid a fixed compensation over a predetermined number of pay periods. An employee's fixed compensation shall be determined by multiplying the employee's hourly rate of pay by the total number of hours the employee is scheduled to work in the applicable time frame. In no event, though, shall an employee not receive pay for hours actually worked.

Section 1.3 Full Time Employee is defined to mean one (1) who is hourly fixed, working an eight (8) hour day.

Section 1.4 Part Time Employee is defined to mean one (1) who is hourly fixed, working thirty (30) but less than forty (40) hours per week.

Section 1.5 Hourly Employee is defined in this contract as those who are paid on an hourly basis.

ARTICLE II  
MANAGEMENT RIGHTS

Section 2.1 Authority and Power of the District: The laws of the State of Minnesota have vested in the District the full authority and power to manage, control and direct the operation of the school district, and to adopt, modify, or repeal policies, rules, and regulations for the District. All such authority and power of the employer shall continue unimpaired, except as limited by a specific provision of this contract.

Section 2.2 Provisions Contrary to Law: Any portion of this contract which violates any provision of the laws of Minnesota or of the United States, or any rules or regulations promulgated thereunder, either now or hereafter, shall be null and void and without force and effect. If any provision of this contract or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this contract or the application of such provision under other circumstances. The District reserves the right to amend any provision of this contract as necessary to comply with federal or state laws or rules and regulations promulgated thereunder.

Section 2.3 Employee Drug and Alcohol Testing: The school district and the Nutritional Services bargaining unit have a commitment to provide a drug-free and alcohol-free school environment for all employees and students of District 742. The district and the Nutritional Services bargaining unit agree to the terms and conditions which are set forth in School District Policy Number 416, Employee Drug and Alcohol Testing Policy (including Administrative Guidelines on such policy), which was revised by the Board of Education on April 26, 2001. This Board Policy and Administrative Guidelines will allow the district (under the conditions specified in the Policy and/or Guidelines) to require an employee to submit to drug and/or alcohol testing. If there is a change to the Policy/Guidelines that affects terms and conditions of employment, the implementation of the Policy/Guidelines will be subject to negotiations.

Section 2.4 Compliance with Law: The District shall comply with all applicable statutes and laws of the State of Minnesota or the United States of America and with any applicable city ordinances.

**ARTICLE III**  
**WAGES**

Section 3.1 Wage Rates: The following wage rates shall be applicable to employees covered by this Agreement. The wages reflected in the following schedules shall be a part of the contract for the period of time covered by this agreement. A salary increase is not automatic and is effective only upon affirmative action of the school board. The school board reserves the right to withhold a salary increase in individual cases for good and sufficient reasons. The school board shall give written notice and reason for such action.

Section 3.2 Hourly Fixed Employees: All Nutritional Food Service Employees will be hourly fixed either twenty (20) pay periods (September – June) or twenty-four (24) pay periods (year round). If more days are worked than are scheduled, the employee will be paid his/her hourly rate for the extra hours worked. Any extra days/hours worked will be paid once monthly.

Options: Once an employee decides either twenty (20) or twenty-four (24) pay periods, that decision is final for that school year. Returning employees shall remain the same option as they had the previous school year unless the Human Resources Office is otherwise notified prior to the end of the school year.

Section 3.3 Wage Classifications and Schedules

A: Kitchen Helpers (Aides) B: Bakers, Facilitators, High School Grill Workers, and Elementary second cooks C: Elementary head cook and Jr/Sr High second cook D: Jr High head cook E: Sr High head cook

	7/1/07		7/1/08	
Schedule A	1		1	
	2	\$ 9.87	2	\$10.17
	3	\$10.63	3	\$10.93
	4	\$11.96	4	\$12.26
Schedule B	1		1	
	2	\$10.59	2	\$10.89
	3	\$11.40	3	\$11.70
	4	\$12.72	4	\$13.02

Schedule C	1		1	
	2	\$11.64	2	\$11.94
	3	\$12.51	3	\$12.81
	4	\$13.93	4	\$14.23
Schedule D	1		1	
	2	\$12.12	2	\$12.42
	3	\$13.02	3	\$13.32
	4	\$14.50	4	\$14.80
Schedule E	1		1	
	2	\$12.62	2	\$12.92
	3	\$13.52	3	\$13.82
	4	\$15.03	4	\$15.33

For the 2003-04 contract year, there will be no step movement. Step movement will resume for eligible employees for the 2004-05 school year.

Section 3.4 Participation Stipend: A stipend of thirty cents (.30) per hour shall be paid to elementary head cooks who have daily lunch participation in excess of six hundred (600) students. The stipend shall be retroactive to the first day of the month that the ADP exceeds six hundred (600) meals and thereafter for the balance of the school year.

Section 3.5 Substitute Pay: Nutritional Services personnel, when substituting for a higher-paid position, shall be paid an additional fifty (.50) per hour but shall not exceed the maximum scheduled base hourly rate of pay for the position. In addition to the above provision, a Nutritional Services employee who is employed in a position paid according to Schedule A or B of this Agreement who substitutes for any Head Cook for at least fourteen (14) work hours shall be paid an additional \$2.00 per hour retroactive to the beginning of the substitution but shall not exceed the maximum scheduled base hourly rate of pay for the Head Cook position. If the employee substitutes for ten (10) consecutive school days or longer in any higher paid position, the substitute will be paid on the appropriate wage schedule to commensurate with the employee's current step experience credit retroactive to the first day of substituting in that position.

Section 3.6 Placement and Advancement on the Salary Schedule: The individual placement on a salary schedule will be determined by the District at the time of initial employment with consideration given for previous applicable experience, at district discretion, and the nature and responsibilities of the position.

Section 3.7 Payroll Base Date: All employees will be assigned to a payroll base date of July 1, upon which date salary increases will be based. Employees earn one increment on the salary schedule for each year of employment in the district. Employees must be employed for at least a semester to qualify for an increment.

Earned increments will not be paid for the 1992-93, 1993-94 or 2003-04 years.

Section 3.8 Longevity Pay: An employee who has completed the requisite number of years of continuous service in this unit in the District will receive the following hourly rates of longevity pay:

after five (5) consecutive years	\$0.65/hr
after ten (10) consecutive years	\$0.95/hr
after fifteen (15) consecutive years	\$1.10/hr
after twenty (20) consecutive years	\$1.20/hr

Section 3.9 Certification:

Subd. 3.91 All new employees shall successfully complete courses in basic sanitation and in food service fundamentals. The cost of training shall be borne by the District. Employees will be paid their usual hourly rate for the time spent in the courses. Any employee who fails to complete this training within one (1) year of her/his start date will not be eligible to make step movement on the wage schedule.

Subd. 3.92 The District shall pay the cost of School Nutritional Association (SNA) dues.

Subd. 3.93 The District shall pay the cost for training for employees (First and Second Cook) who are required to have ServSafe (through the Minnesota Department of Health) and certification.

Subd. 3.94 The District shall pay the registration fee and reimburse mileage for employees to attend the annual SNA Convention not to exceed \$4,000 annually for all employees. This will be offered in the following order:

- First and Second Cooks in seniority order
- Other employees in seniority order

Subd. 3.95 An employee who holds food service certification will receive the following additional amounts added to the employee's normal hourly rate of pay (effective for the 2003-04 and 2004-05 years):

Level 1	\$0.15
Level 2	\$0.25
Level 3	\$0.30

It shall be the employee's responsibility to provide proof of certification to the Nutritional Services Supervisor in order to be eligible for the certification stipend.

Section 3.10 Staffing Shortage Coverage: When regular staff members are absent from work in a worksite and substitutes are not employed to fill all of the vacant positions, the other employees at that worksite shall receive \$1.00 per hour in addition to their regular rate of pay if the number of unfilled positions for that day meets or exceeds twenty-five percent (25%) of the total number of employees normally assigned to that worksite.

Section 3.11 Wellness Pay: An employees who has accrued more than sixty (60) or one hundred

(100) days of accumulative leave shall be paid thirty percent (30%) of his/her day's wages for each day in excess of sixty (60) or one hundred (100). Employees may opt to take vacation days in lieu of wellness pay at the rate of one vacation day for each three (3) days of earned accumulative leave to a maximum of three (3) vacation days.

#### ARTICLE IV HOURS, OVERTIME & HOLIDAYS

Section 4.1 Work Year: First (1<sup>st</sup>) and second (2<sup>nd</sup>) cooks in all secondary and elementary schools shall commence their work during workshop week, if so designated. The work schedule for workshop week will be designated by the Supervisor of Nutritional Services. The time worked is to be recorded on a time card to be paid at the employee's regular hourly rate of pay including all applicable over-rides.

Bakers and cook's helpers will start on the day designated with their duties and number of hours to be determined by the Supervisor of Nutritional Services.

Section 4.2 Additional Hours: Additional hours may be assigned to nutritional services staff for extra faculty meetings, banquets, PTA, etc. Additional hours will be offered first (1<sup>st</sup>) to the building's first (1<sup>st</sup>) cook, then to the building's second (2<sup>nd</sup>) cook. Additional hours worked up to forty (40) hours per week shall be compensated at the regular hourly rate of pay plus 35¢ per hour. All hours worked in excess of forty (40) hours per week shall be compensated at one and one-half (1 ½) times the regular rate of pay.

Section 4.3 Work Schedule (First and Second Cooks): The work schedule for first (1<sup>st</sup>) and second (2<sup>nd</sup>) cooks, shown as Exhibit A, is for informational purposes only and is subject to change as needs of the District require. In addition, it is not subject to the grievance procedure nor to arbitration. The nutritional services personnel may be called upon for luncheons and coffee on any of these days which will be arranged by the building principal and the Supervisor of Nutritional Services.

Section 4.4 Rest Break: Employees are eligible for a ten (10) minute rest break every three (3) hours. Those employed less than three (3) hours are not eligible for a paid break or lunch.

Section 4.5 Lunch Period: The first (1<sup>st</sup>) cook will designate the time for lunch. This will vary from one (1) building to another. Lunch break shall not exceed thirty (30) minutes for any nutritional services personnel. Time taken for lunch will be without pay.

#### Section 4.6 Holidays:

Employees shall be eligible for and receive paid holidays as follows:

Subd. 4.61 All employees will receive holiday pay for Labor Day, New Year's Day and Memorial Day.

Subd. 4.62 All first (1<sup>st</sup>) and second (2<sup>nd</sup>) cooks will receive pay for Thanksgiving Day, Day after Thanksgiving and one (1) day of Spring Break.

Subd. 4.63 After five (5) years of employment, all employees will receive holiday pay for MEA (one (1) day), Thanksgiving Day, Day after Thanksgiving Day and one (1) day of Spring Break.

Subd. 4.64 An employee must be in payroll status the last scheduled day preceding the

holiday and the first scheduled day succeeding the holiday to be eligible for holiday pay. Holidays that fall on weekends will be observed on a day established by the school district. The school district reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof.

Section 4.7 Temporary Positions:

When a position in this bargaining unit becomes vacant and the vacancy is expected to last more than thirty (30) days, the district will post and fill the temporary position as outlined herein. The first option for filling the temporary position will go to a current, qualified, Nutritional Services bargaining unit employee in a lower classification in the same building as the temporary vacancy. If no such employee applies for the position, the position shall next be made available to any qualified bargaining unit employee in the district who holds a position in the same or lower classification as the temporary position. If no such employee applies for the position, the district may fill the position with a qualified applicant from outside the bargaining unit.

If the temporary vacancy is filled by someone within the bargaining unit, that person's position will be filled either by a current bargaining unit employee in the same building as the employee who took the temporary position, or by a substitute should no such employee apply for the position. If a current employee takes the position vacated by the employee taking the temporary position, that person's position shall be filled by a substitute.

At the end of the temporary vacancy, all employees who were permanent employees at the beginning of the temporary vacancy shall return to their original positions. Any person employed as a substitute pursuant to this Section shall not retain placement rights. Any position which must be filled according to this Section shall be filled by using the same criteria for filling of regular positions, according to Section 10.3.

A position expected to be vacant for thirty (30) days or less shall be covered by one (1) or more other employees from the same building.

Section 4.8 School Closings:

When schools are closed due to inclement weather, no employees are expected to report to work unless previous arrangements have been made with their supervisor. On any day school is canceled after an employee has reported to work, the employee shall be compensated for actual time spent at work or (two) 2 hours, whichever is greater. For the purposes of this subdivision, an employee shall have reported to work when s/he arrives at the school building. Employees shall have the option to use their paid accumulative leave on a day(s) when school is closed.

Section 4.9 Physical Exams:

All new employees are required to participate in a four (4) hour employee orientation session, with compensation, before employment.

All new employees shall, prior to employment and as required by the District, show freedom from tuberculosis by a report of a tuberculin test or chest x-ray examination. The prospective employee will go to an employer-selected source, employer paying full cost. When an employee is medically unable to take the tuberculin test, a chest x-ray examination will be purchased by the District from a medical source selected by the District.

All new employees must obtain a physical examination prior to employment from a physician designated by the school district at the expense of the school district. This examination is for the purpose of determining whether the employee is physically able to perform the essential functions of the position.

ARTICLE V

## TERMS OF EMPLOYMENT

Section 5.1 Probationary Period: Every new employee shall serve a probationary period of sixty (60) consecutive working days, during which the Employer shall have the unqualified right to discipline or discharge the employee without recourse to the grievance procedure.

Section 5.2 Resignation: An employee shall give at least two (2) weeks written notice of intention to resign.

Section 5.3 Disciplinary Action: After an employee has completed the probationary period, the employee may be disciplined or discharged only for just cause.

Accordingly, the District will:

- a) act promptly to impose discipline within a reasonable time of the offense; and
- b) apply discipline with a view toward uniformity and consistency; and
- c) impose a procedure of progressive discipline, in increasing order of severity:
  - 1) oral reprimand
  - 2) written reprimand
  - 3) suspension without pay
  - 4) demotion
  - 5) dismissal

The parties agree that there are appropriate cases that may warrant the District bypassing progressive discipline or applying discipline in differing degrees so long as it is imposing discipline reasonably and for good and sufficient reasons.

Section 5.4 Reemployment After Resignation: If an employee covered by this Agreement, except for a temporary employee, voluntarily terminates employment from a bargaining unit position and is subsequently re-employed by the district in this bargaining unit within a time period of no greater than twelve (12) months after the date of termination, the employee shall:

- 1) Be reinstated without loss of seniority as previously established under the Agreement;  
and
- 2) Be reinstated at the same step as of the date of termination; and
- 3) Be reinstated without having to serve a new probationary period, notwithstanding any other provision to the contrary.

An employee who is re-employed under this section may not necessarily be re-employed in the same pay classification as the employee previously held. In such a situation, the employee will be considered to be a member of the original pay classification for purposes of applying for vacancies within twelve (12) months of the date of re-employment. In order to retain eligibility to be considered at the previous higher classification, the employee must maintain the required certification for the higher-level position.

ARTICLE VI  
LEAVES OF ABSENCE - SHORT TERM

Short-term leaves of absence will be available to employees in accordance with the provisions of this Article.

GENERAL PROVISIONS

Immediately upon returning from any absence from employment responsibilities, the employee shall submit the appropriate form, either the "Absence Report Form" or "Accumulative Leave Request Form" to the unit administrator.

If the District has reason to believe the provisions of a leave of absence are being violated or misinterpreted, the District shall have the right to investigate and take appropriate action. The costs of the investigation shall be borne by the District.

For illness and bereavement, the employee shall notify the Supervisor of Nutritional Services as soon as practicable. For all other short term leaves the employee shall submit a written request to the district for approval well in advance of the requested date and shall outline the specific purpose of the leave.

Section 6.1 Accumulated Leave Days: Fixed hourly employees earn accumulative leave at the rate of one (1) day per month worked with unlimited accumulation beginning with the 1969-70 school year for eligible employees as described in Article IX subdivision 9.11. Fixed hourly employees who are not eligible for the benefits of Article IX as set forth in Subdivision 9.11 and have accrued more than sixty (60) days of accumulative leave shall be eligible for wellness pay as described in Article IX, Section 9.7.

Employees will be notified at least once each year of their sick leave accumulations.

For nutritional services personnel, the work year is ten (10) months in length. Any employee who works additional time, beyond the regular work year (June 15 through August 15) will earn accumulative leave at the rate of 3 minutes per hour worked.

Section 6.2 Leaves with Accumulated Leave Deduction:

- A. One day of accumulated leave shall be deducted for each day of absence in accordance with this Section. An employees absence of less than 1 day shall have accumulative leave deducted in .25 day increments.

Subdivision 6.21 Illness and Bereavement Leave:

1. A fixed hourly employee may be absent from nutritional services duties for bereavement, for serious illness of a member of the immediate family, or personal illness.
2. The immediate family is limited to the following: grandparents, parents, sibling, spouse, children, grandchildren, spouse's grandparents, spouse's parents, spouse's sibling, and personal guardians.

3. The maximum number of days that may be used for such absences are:
  - a) Bereavement and Serious Illness--up to ten days per year, but no more than five days per incident.
  - b) Personal Illness--up to the total number of unused accumulated leave days.

Subdivision 6.22 Special Leave: Special leave, not to exceed two (2) days per year, may be granted to all employees in this unit. The leave is to be used for personal business that cannot be consummated outside the school day without undue hardship. Special leave is not granted for purposes of recreation, vacation or for outside gainful employment except that which is incidental in the pursuit of a school related activity.

A qualified substitute, if required, shall be available before the leave can be granted.

Examples of legitimate claims for special leave will include, but are not limited to the following:

- a) Matters relating to settlement of an estate in which person has legal interest.
- b) Urgent legal matters.
- c) Pallbearer or attendance at funeral services for a person for whom the staff member feels a moral obligation and which is not covered in other leaves of absences.
- d) Weddings in the family or an attendant at a wedding.
- e) Compelling reasons resulting from a natural disaster.
- f) Family crisis not covered by other leaves of absence.
- g) Other emergencies beyond the staff member's control.
- h) Attendance at a game or event at a MSHSL regional or state tournament or MSHSL final competition in which a staff member's child is competing.
- i) One day of special leave may be used for personal leave (See Subd. 6.23).

Subd. 6.23 Personal Leave:

An employee shall be allowed to trade one (1) accumulative leave day per year for one (1) personal leave day to be used at the employee's discretion. If the personal leave day is to be used as an extension of a regularly scheduled break in the school year, the employee shall trade two (2) sick leave days for one (1) personal leave day to be used at the employee's discretion. Only one (1) Nutritional Services employee per building can use personal leave on the same work day unless authorized by the building administrator or the Nutritional Services Supervisor. Authorization will be given in, but not limited to, situations involving emergency circumstances.

Subdivision 6.24 Illness and Bereavement Leave for Hourly Employees:

1. An hourly employee may be absent from his/her food service duties for bereavement, for serious illness of a member of the immediate family, or personal

illness.

2. The immediate family is limited to the following: grandparents, parents, sibling, spouse, children, grandchildren, spouse's grandparents, spouse's parents, spouse's sibling, and personal guardians.
3. The maximum number of days that may be used for such absences are:
  - a) Bereavement and Serious Illness--up to ten (10) days per year, but no more than five days per incident.
  - b) Personal Illness--up to the total number of unused accumulated leave days.
4. Accumulated leave is earned by hourly nutritional services employees on the basis of three (3) minutes per paid hour with unlimited accumulation.
5. Hourly employees who have accrued more than sixty (60) days of accumulative leave shall be eligible for wellness pay as described in Article IX, Section 9.7.

Section 6.3 Leaves with No Deduction:

Subdivision 6.31 Jury Duty:

1. A leave of absence for jury duty shall be granted to hourly fixed employees who are summoned to serve in such capacity.
2. Employees, serving on jury duty, shall be paid their full salary less the amount received for jury duty, excluding mileage, for each day they would normally be on their job at school.
3. Employees on jury duty shall retain or accrue such benefits as they may have earned had they been in continuous employment.

Section 6.4 Workers Compensation: A nutritional services worker shall have the right to supplement worker's compensation with accumulative leave up to an amount not in excess of the employee's net salary. Net salary is defined as gross salary minus social security, Public employees retirement, state income withholding tax, and federal income withholding tax.

Section 6.5 Leave with Pay Deduction:

Subd. 6.51 No more than one (1) Nutritional Services employee per building will be granted an unpaid leave for the same work day(s) unless authorized by the building administrator or the Nutritional Services Supervisor. Authorization will be given in, but not limited to, situations involving emergency circumstances.

Section 6.6 Accumulative Leave Donation:

Any employee who has at least forty-eight (48) days accumulative leave may donate up to three (3) days per fiscal year of the employee's own accumulative leave to a bank which may be accessed by any other bargaining unit employee who has depleted all of her/his own accumulative leave. An employee accessing the bank may use the banked accumulative leave for the employee's own illness, or for illnesses of members of the employee's spouse or child.

ARTICLE VII  
LEAVES OF ABSENCE - LONG TERM

Long-term leaves of absence will be available to nutritional services employees in accordance with the provisions of this article.

Section 7.1 Leaves of Absence Without Pay:

Subdivision 7.11 Health Leave:

1. A nutritional services employee may be granted a leave of absence for health reasons. Requests shall be submitted in advance of the leave and shall be accompanied by a recommendation from a physician competent in the field.
2. All requests for health leave must be submitted in writing to the Superintendent of Schools. The request shall indicate the proposed commencement and termination dates.
3. The leave will not exceed twelve (12) months.
4. Health leaves shall be without pay except for worker's compensation, if appropriate. The school district's responsibility and rights shall be as follows:
  - a) Short-term health leave (up to thirty (30) calendar days): The employee shall be returned to his/her same position.
  - b) Long-term health leave (up to ninety (90) calendar days): The employee shall be returned to the same or a like position.
  - c) Extended long-term health leave (between ninety (90) calendar days and one year): The employee will have the opportunity to a like position, if available, or the opportunity to fill the next opening for a like position, if no position is available. If the absence extends beyond one (1) year, the school district shall have the sole right to terminate the employee. If the position is discontinued during the employee's absence, return to employment shall be governed by the seniority policy.
5. Health leaves, which are granted pursuant to the provisions of this article, shall not constitute a break in the continued employment (seniority) status of the nutritional services employee.
6. When the District has sufficient reason to believe the provisions of the leave of absence are being violated or misinterpreted, the District shall have the right to investigate and take appropriate action. The cost of the investigation shall be borne by the District.

Subdivision 7.12 Child Care Leave: Child care leave will be granted subject to the following:

A leave of absence will not constitute a break in the continued employment (seniority) status of the nutritional services employee. Upon completion of an approved leave, the nutritional services employee will be returning to the employee's position and unused accumulated leave days will be restored.

All requests for child care leave must be submitted in writing to the Superintendent of Schools. The request will indicate the proposed commencement and termination dates.

The leave will not exceed six months. Nutritional Services employees on leave will maintain their eligibility to participate in the District's group insurance programs, at the employee's expense in compliance with the Family Medical Leave Act. Unless otherwise provided the nutritional services employee will pay the premium(s) to the District on or before the 20th day of the month preceding the desired month of coverage.

Requests for such leave must be made at least ninety (90) calendar days prior to the estimated date of confinement or the date of home placement.

Leave will begin upon home placement of an adopted child or immediately after disability or at a natural break in the school year prior to the birth or home placement of the child or at such other date mutually agreed between the nutritional services employee and the school district.

Subdivision 7.13 Family and Medical Leave Act

Pursuant to the Family and Medical Leave Act, P.L. 103-3, 1993, an eligible employee shall be granted, upon request, a leave up to a total of twelve (12) weeks of unpaid leave per year for a combination of leave situations. Employees may use a total of 12 weeks of leave to care for a child anytime within the first year of the child's life, upon adoption or foster placement of a child or for the employee's own illness, or for the illness of the employee's spouse, parent or child. Any paid or unpaid leave already provided by the employer will be considered part of the 12 weeks noted above.

**ARTICLE VIII  
INSURANCE**

**Section 8.1 Health and Hospitalization Insurance:**

- A. **Full-Time Employees:** Effective on the dates listed below, the school district shall contribute up to but not exceeding the listed amounts per month for the months worked toward the premium for health coverage for all full-time employees who are qualified for and enrolled in the school district's group health and hospitalization plan.

Effective September 1, 2008:

Single	\$404.47 monthly contribution
Family	\$819.34 monthly contribution

Effective October 1, 2008:

Single	\$424.69 monthly contribution
Family	\$902.95 monthly contribution

- B. **Part-Time and Hourly Employees:** Effective on the dates listed below, the school district shall contribute up to but not exceeding the listed amounts per month for the months worked toward the premium for health coverage for all employees who work twenty-five (25) or more hours per week but less than full time who are qualified for and enrolled in the school district's group health and hospitalization plan.

Effective September 1, 2008:

Single	\$404.47 monthly contribution
Family	\$614.51 monthly contribution

Effective October 1, 2008:

Single	\$424.69 monthly contribution
Family	\$677.21 monthly contribution

- C. Duration of Insurance Contribution: An employee is eligible for school district contribution as provided in this article as long as the employee is employed by the school district. Upon termination of employment, all district contribution shall cease. Retirees who are participating in the Hospital/Medical insurance plan at the time of retirement may continue in the program up to age sixty-five (65) at their own expense or with district contribution pursuant to Article IX. Premium payments must be made by the 20th of the month for desired coverage. If premiums are not received coverage will cease.
  
- D. Insurance Work Year: For insurance purposes the duration of the work year is ten (10) months (August 16 through June 14) with insurance coverage from September through June. Employees who work at least twenty-five (25) hours per week during the summer months (June 15 through August 15) and have participated in the hospital medical insurance program prior to the summer months, shall be eligible to continue coverage with District contribution to the premium at the appropriate proration as provided in this paragraph. If an employee works at least twenty-five (25) hours but less than forty (40) hours in a week, the employee shall receive a week's insurance contribution at the part time rate. If an employee works forty (40) hours in a week, the employee shall receive a week's insurance contribution at the full time rate. A week's insurance contribution shall equal one-fourth (1/4) of the contract-specified monthly contribution.
  
- E. Any employee who qualifies for health and hospitalization insurance coverage by this agreement whose spouse is also a district employee who qualifies for health and hospitalization insurance shall qualify for one (1) family insurance premium at the Triple Gold Premium rate (Effective October 1, 2008), paid by the district (not to exceed the amount of the contributions for which the two (2) individuals are eligible according to the collective bargaining agreement which covers each spouse).

Section 8.2 Life Insurance: The District shall pay the full monthly premium for \$10,000 of Standard Group Life Insurance for all full or part-time nutritional services employees employed ten (10) months.

Section 8.3 Long Term Disability: Each employee who is eligible for benefits is eligible to participate in the long term disability insurance program provided by the employer. The employer pays the full monthly premium for such coverage. An employee may not use sick leave for any day of absence which he/she is eligible for long term disability insurance benefits. It is understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier. The district will pay the first \$500 (or full premium if less than \$500) of the monthly health insurance premium for LTD recipients during the period of disability, but for no more than 17 months.

Section 8.4 Health Maintenance Organization: The District shall contribute a sum not to exceed that paid for single or dependent coverage as specified in Section 8.1 paragraph A for employees enrolled in a prepaid clinic program approved by the District if the individual employee so elects. The balance of any premium cost shall be borne by the employee and paid by payroll deduction.

Section 8.5 Dental Insurance:

- A. The District will contribute a sum not to exceed \$51.86 per month effective July 1, 1999, for each month employed for each full-time eight-hour employee toward the premium for family coverage. Effective July 1, 1999, the District will contribute \$21.22 for single coverage under the District's standard group dental insurance plan.
- B. Effective July 1, 1999, the District will contribute a sum not to exceed \$21.22 for each month employed for each employee who works twenty-five (25) hours per week but less than forty (40) hours per week toward the premium for individual coverage under the District's standard group dental insurance plan.

Effective July 1, 1999, employees who work twenty-five (25) hours per week but less than forty (40) hours per week may purchase family dental coverage, with the district contributing \$21.22 through payroll deduction.

Section 8.6 Premium Deductions: The employee's contribution to the insurance program shall be taken by payroll deduction authorized by the employee. If there are not sufficient earnings by the employee to pay the employee portion of the premium for the current pay period, this amount will be deducted in the following pay period. If there are not sufficient earnings at that point, the employee will be notified by Human Resources. In the event of lapsed coverage, the district will not be liable.

Section 8.7 Retention of Benefits: If a nutritional services employee's position is reduced below the necessary number of hours which makes the employee eligible for insurance benefits after November 30, of any year, the affected employee shall continue to receive those benefits until the end of that year.

Section 8.8 Work Restrictions: If an employee is out for surgery or hospitalized, upon returning to work, they must have a written notice from physician stating that they may resume duties with/without restrictions.

Section 8.9 Claims Against the School District: It is understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier. Any description of medical insurance benefits contained herein are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by District 742 Schools.

ARTICLE IX  
RETIREMENT / DISABILITY / DEATH BENEFITS

Section 9.1 Eligibility for Retirement Sick Leave Benefit Any employee who retires and who at the time of retirement has reached the age of fifty-five (55) and who immediately before

retirement has completed not less than twelve years of continuous employment with the District;  
or

Any employee who becomes and remains totally and permanently disabled as the result of injury or disease. Total and permanent disability means the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment, which can be expected to be a long-continued and indefinite duration with such total and permanent disability being determined in the manner specified in the Public Employment Retirement Act;  
or

The spouse and/or minor children of an employee whose death was due to causes arising out of and in the course of employment.

Section 9.2 Retirement Sick Leave Benefit: At retirement, accrued accumulative leave shall be purchased as wellness buy back by the District based on the following formula:

Basic daily rate of pay times the number of accrued accumulative leave days times years of service as set forth below.

The compensation to be paid each eligible employee shall be the product of the number of accrued accumulative leave days up to sixty (60), (one hundred (100) if choosing a TSA Match) times the average daily rate of pay times the years of service formula. The percentage determined by the employees years of service on his/her last day of employment.

15 full years of service	30%
20 full years of service	40%
25 full years of service	50%
30 full years of service	60%

The school district shall contribute into the retiring employees Health Care Savings Plan (MSRS) account, within sixty (60) days of retirement, the amount equal to the value of the employee's eligible retirement pay. Payment will be made directly into a HCSP through the Minnesota State Retirement System, unless the employee completes and qualifies for a waiver of participation based on the health care savings plan's criteria. This fully executed waiver must be presented to the District two (2) months in advance of the employee's retirement date. If proper waiver balance in one lump sum directly to the employee within sixty (60) days of retirement or in up to four (4) annual installments beginning with the first regular pay day in January following termination.

If an employee dies prior to submitting a written resignation to the District, the estate shall not be eligible for this benefit. If an employee dies subsequent to submitting a written resignation to the District, any unpaid wellness buy back shall be paid to the estate, if all other conditions have been met.

Section 9.3 Hospital/Medical Insurance for Retirees: Retirees of the Nutritional Services unit who are actively employed by the school District in the school year immediately preceding his/her retirement, shall have the right to continue hospitalization and medical insurance coverage as provided in the District's current group policy at their own expense, for themselves and their dependents as defined by the group policy. Retirees maintaining or continuing coverage shall be eligible to continue coverage at their own expense until age 65 or Medicare eligibility whichever comes first.

ARTICLE X  
LAYOFFS AND VACANCIES

Section 10.1 Seniority and Layoff: Seniority is defined as the status one earns from being continuously employed in a classification covered in this bargaining unit in this District. Seniority begins accruing from the first day on the job in a position included in the Nutritional Services Agreement. For purposes of this Article, the following classifications shall be recognized and listed from highest classification to lowest classification.

- a. Senior High First Cook
- b. Senior High Second Cook
- c. Junior High First Cook
- d. Junior High Second Cook
- e. Elementary First Cook
- f. Elementary Second Cook
- g. Baker
- h. Facilitator working four (4) hours or more
- i. Grill Worker working four (4) hours or more
- j. Aides working four (4) hours or more
- k. Aides working fewer than four (4) hours

The District shall provide any employee who is to be laid off with a minimum of two (2) weeks' written notice of the proposed layoff. If a position is discontinued, the employee in that position shall have the right to displace the least senior employee in his/her classification. If the discontinued employee is the least senior in the classification he/she shall be offered the position of the least senior employee in the next lower classification who has less seniority than the discontinued employee. If the offer of a position is refused, the discontinued employee shall have no further rights to a position in the unit. In the event more than one (1) position is discontinued within a classification, the most senior employee in the jobs discontinued shall have the first choice of the jobs at the bottom of the seniority list of the employees to be displaced. The second employee with the most seniority shall then have the next choice, etc.

Section 10.2 Recall Rights: Employees laid off shall hold recall rights to a position in their classification or lower classification for a period of two (2) years. The last laid off shall be the first recalled. Employees on layoff shall retain their original seniority dates but will not receive credit toward wage schedule step movement or toward years of service necessary to receive longevity pay or the retirement incentive.

Section 10.3 Vacancies: A notice of vacancy will be distributed to all appropriate buildings in the district. During the summer months or any time school is not in session, the district will mail a vacancy posting to each member of the bargaining unit who has indicated a desire to receive such mailings by sending a request to the Human Resources Office. The school district will delay the selection for a minimum of five (5) work days from the date of posting during the school term and ten (10) calendar days during the extended vacation period to permit district employees to compete for vacant positions. To be considered, an employee must apply to the Human Resources Office within the time specified on the notice.

In awarding the position, the District shall consider qualifications of applicants in the following preferential order: present classification, experience in a similar capacity and then seniority. No applicant who is not currently an employee in this unit will be considered until after employee-

applicants have been considered and found not to be qualified according to District standards.

An employee awarded a different position shall serve a thirty (30) consecutive working day probationary period in the new position. If it is determined by the employer that the employee's performance in the new position is unsatisfactory, the employer shall have the right to reassign the employee to the former position. This right shall not be subject to the grievance procedure. Employees may also request and be granted to return to their previous position as soon as a replacement is available. When an employee is promoted to a higher paid classification, the employee's wage rate shall not be reduced below the wage rate for the previous classification.

Section 10.4 Seniority List: By November 1, of each year, or as soon thereafter as practicable, the District will cause a seniority list to be prepared from its records. It will post such lists in an official place in each school building of the District.

Any nutritional services employee whose name appears on such seniority lists and who disagrees with the findings of the District will have twenty (20) working days from the date of posting, to supply written documentation or proof to the District supporting his/her areas of disagreement.

Within twenty (20) working days thereafter, the District will evaluate any and all such written communications regarding the order of seniority contained in said lists and may make appropriate changes. Final seniority lists will be prepared and posted by the District. The Union may challenge the final seniority lists by filing a grievance.

In the absence of a grievance filed within twenty (20) working days from the date of posting of the amended lists, the posted seniority lists will be conclusively deemed to be correct.

Each year the District will cause such seniority lists to be updated to reflect any addition of new employees or deletion of employees caused by retirement, death, resignation or other cessation of services. Such yearly revised lists will govern the seniority until revised.

In the event more than one employee has the same seniority date, seniority ranking shall be determined by the date of hire, as recorded in the employee's original Human Resources approval documentation. If more than one employee has the same date of HR approval, the ranking shall then be determined by the time stamp on the Human Resources approval.

## ARTICLE XI PUBLIC OBLIGATION

The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the school district to the continuous and uninterrupted operation of the school is of paramount importance.

The exclusive representative agrees, therefore, that during the term of this contract neither the exclusive representative nor any individual employee shall engage in any strike as defined by the PELRA. The parties agree that procedures affecting this Article are provided for under PELRA and, therefore, shall not be subject of the grievance or arbitration procedure.

## ARTICLE XII TAX SHELTERED ANNUITY

Members of the Nutritional Bargaining Unit will be eligible to participate in a tax sheltered annuity plan with vendors approved by the District, pursuant to Minnesota Statutes Section 365.24 and the Internal revenue Code .26. U.S.C. 403(b). Vendors can only be changed once per

year in August. Members of this unit wishing to participate must contact the Human Resources office within 30 calendar days of ratification. Beginning July 1, 2008, the School District will match each participating member's contribution to such annuity as set forth in the following table for a lifetime cap of \$6,975.00.

<u>Years of service in District</u>		<u>TOTAL</u>
0-3	No Match	
4-8	\$275.00	\$1,375.00
9-15	\$300.00	\$2,100.00
16-26+	\$350.00	<u>\$3,500.00</u>
		\$6,975.00

Upon an employee's retirement, the total amount of the District matching contribution of the 403(b) annuity account shall be deducted from any benefit defined in Article IX. If the total amount of the District matching contribution to a participating employee's 403(b) annuity account is more than he/she would have received in Article IX under the Master Agreement, the employee shall not be entitled to receive any wellness buy back.

There will be one (1) time election at the employee's discretion. An employee receiving this tax sheltered annuity must elect one hundred (100) days of accumulative leave. With ratification of the 2007-2009 contract all new members of this bargaining group will participate in this TSA and will not be eligible for 9.2.

### ARTICLE XIII GRIEVANCE AND ARBITRATION

The following shall govern the handling of grievances between St. Cloud Area School District 742, St. Cloud, Minnesota and the nutritional services employees.

#### Section 13.1 Definitions:

Grievance: Grievance shall be construed to mean any dispute arising between the school district and one or more of its employees as to the interpretation or application of any term or terms of this Agreement.

Days: "Days" mean working days excluding Saturday, Sunday, and legal holidays as defined by Minnesota statutes.

Reduced to Writing: "Reduced to Writing" means a concise statement outlining the nature of the grievance, the provision(s) of the agreement in dispute, and the relief requested.

Answer: "Answer" means a concise response outlining the employer's position of the alleged grievance.

Designee: The employee, administrator, or school board may be represented during any step of the procedure by any person or agent designated by such party to act in his behalf.

Section 13.2 Level I: Any such grievance shall be brought to the attention of the employee's immediate supervisor, within ten (10) days of the occurrence of the incident which gave rise to grievance, who shall within three (3) days answer such alleged grievance.

Section 13.3 Level II:

- A. In the event such grievance is not satisfactorily settled within the time and as specified in Level I hereinbefore stated, then and in such event the person asserting the grievance may, within three (3) days after the expiration of the time specified in Level I reduce such alleged grievance to writing, which shall specifically set forth the nature and character of the alleged grievance and the name of the person or persons involved in the relief requested and shall be presented to the unit administrator of the building where the grievant is employed.
- B. After the presentation of such statement of grievance to the unit administrator as provided in A, said unit administrator shall within three (3) days answer such alleged grievance.

Section 13.4 Level III:

- A. In the event such alleged grievance is not settled within the time and as specified in Level II hereinbefore stated, then and in such event the grievant may, within three (3) days after the expiration of the time specified in Level II, present the matter for consideration as provided in Level III, B, hereinafter stated, by delivering a copy of such alleged grievance, together with a statement of the inability of the unit administrator to settle such alleged grievance to the superintendent or his designee.
- B. The grievant and the superintendent or his/her designee shall thereupon agree upon a time mutually satisfactory for the consideration of such alleged grievance. The superintendent or designee shall within ten (10) days after such consideration answer such alleged grievance.

Section 13.5 Level IV:

- A. In the event such alleged grievance is not settled as in provided in Level III, the superintendent or his designee shall make a report to the Board of the school district, within ten (10) days after the expiration of the time specified in Level III. The Board shall further consider such alleged grievance, and shall issue its decision to the parties involved.

In the taking of any of the steps provided in Level I, II, III, and IV inclusive, for the adjustment of such alleged grievance, either party to the dispute may, in presenting such dispute may, in presenting such dispute, call any person or persons, having knowledge, he/she may choose.

School Board Review: The school board reserves the right to review any decision issues under Level I, Level II, or Level III of this procedure provided the school board or its representative notify the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the school board reviews a grievance under this section, the school board reserves the right to reverse or modify such decision.

Section 13.6 Denial of Grievance: Failure by the representatives of the school board to issue a decision within the time periods provided herein shall constitute a denial of grievance and the employee may appeal it to the next level.

Section 13.7 Level V:

- A. In the event such alleged grievance is not settled as is provided in Levels I, II, III, and IV, either party may request the services of a mediator by making such request in writing to the Director of Mediation Services (and a copy to the school board) within seven (7) days of the expiration of the time specified in Level IV.
- B. In the opinion of both parties, Mediation will not produce a meaningful settlement of the alleged grievance, Level V may be disregarded. Written consent for such action by both parties, must be obtained and copies distributed to each concerned party. Such written consent must be obtained within five (5) days of the expiration of Level IV.

Section 13.8 Level VI:

- A. In the event that such alleged grievance is not settled in Level V hereinbefore stated, either party may request arbitration. To do so, the written request must be filed in the superintendent's office not later than ten (10) days following the decision at Level V above.

The parties, by mutual written agreement, may waive any step and extend any time limits in a grievance procedure. However, failure to adhere to the time limits may result in a forfeit of the grievance.

Section 13.9 Arbitration: Upon the proper submission of a request to arbitrate as specified in the grievance procedure, the parties shall adhere to the terms and conditions of this procedure:

1. Select an Arbitrator: Within ten (10) days after the request to arbitrate the parties shall attempt to agree upon the selection of an arbitrator. If no agreement is reached within the time limit set forth, either party may request the Bureau of Mediation Services to appoint an arbitrator, providing such a request be made within twenty (20) days of the request to arbitrate. The request shall ask that the appointment be made within twenty (20) days of said request.
2. Submit Grievance Information: Upon notification of the selection of an arbitrator, the appealing party shall, within five (5) days, forward to the arbitrator (with a copy to the school board) the complete documentation of the grievance. The school board may make a similar presentation before or at the time of the hearing.
3. Hearing: The grievance shall be heard by one arbitrator. Both parties may be represented by such person or persons as they designate. The parties shall have the right to have a hearing at which they both will have the opportunity to submit evidence, offer testimony, and make written or oral arguments relating to the issues before the arbitrator.
4. Decision: The decision shall be rendered within twenty (20) days after the close of the hearing. The decisions of the arbitrator shall be final and binding upon both parties, subject to the limitations on such decisions by PELRA.
5. Expenses: Each party shall bear its own expenses relating to the representative of each party, witnesses, and other expenses incurred in connection with the hearing at the request of either party. The fees and expenses of the arbitrator shall be equally divided by both parties. A transcript of the proceedings will be made on

request of either party, but a party requesting a copy must pay for it.

6. Jurisdiction: Any grievance which has not been first duly processed in accordance with the grievance procedure shall be outside the jurisdiction of the arbitrator.

The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial rights.

#### ARTICLE XIV DURATION

Section 14.1 Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2007 through June 30, 2009 and thereafter until modifications are made pursuant to the PELRA. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than ninety (90) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of the Agreement.

Section 14.2 Effect: This Agreement constitutes the full and complete Agreement between the school board and the exclusive representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 14.3 Finality: Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

IN WITNESS WHEREOF, The parties have executed this Agreement as follows:

For - St. Cloud Area School District  
1000 44<sup>th</sup> Avenue North, Suite 100  
St. Cloud, MN 56303

For - School Service Employees 742  
Local 284  
450 Southview Blvd  
So. St. Paul, MN 55075

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Steward

\_\_\_\_\_  
Chief Board Negotiator

\_\_\_\_\_  
Union Steward

Dated this \_\_\_\_\_ day of  
\_\_\_\_\_, 2008.

Dated this \_\_\_\_\_ day of  
\_\_\_\_\_, 2008.

APPENDIX A

MEMORANDUM OF UNDERSTANDING

The parties, School Service Employees Union Local 284, Nutrition Services Unit (Local 284) and Independent School District 742, St. Cloud (ISD 742), having entered into a collective bargaining agreement (CBA) for the period July 1, 1995 through June 30, 1997, have made language changes in the CBA, changing references to "salaried" employees to "hourly fixed" employees. The parties agree that the employees in question are not salaried, and agree to this language change to reflect that fact. The parties agree that the language change is semantic and intend no other modification to the CBA by this language change. The parties agree that the method by which ISD 742 compensates employees need not change as a result of this language change.

For ISD 742:

For Local 284:

\_\_\_\_\_  
Negotiator

\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Steward

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Steward

**Discretionary Leave 2007-2008 & 2008-2009**  
Agreement between the Nutritional Services and District 742 Schools  
Memorandum of Understanding (2007 -2008 & 2008-2009)

Number of Discretionary Days

- Discretionary days for employees in participating groups will be six (6) days per employee.

Use of Discretionary Days

- Discretionary leave takes the place of all short-term leaves.
- All discretionary leaves must be earned prior to use and will be deducted from accumulative leave.
- Consecutive use of three (3) days will be allowed. Over three (3) consecutive days will be 2-for-1 deducted from accumulative leave (for example: six (6) consecutive discretionary leave days = nine (9) accumulative leave days). Any time used over and above the three (3) days will require administrative approval.
- No discretionary leave days in excess of the employee's maximum of six (6) days will be granted.
- A three (3) day notice is required – except in cases of emergency.
- The first two (2) days per year of bereavement will be discretionary (and deducted from accumulative leave) except for immediate family as defined by individual contract. After those two (2) days have been used the remainder of time off for bereavement will be deducted from accumulative leave.
- Discretionary days will not carry over to consecutive years and therefore, will not be able to be accrued.
- Use will be allowed the same as accumulative leave.
- Discretionary leave will be used in ¼ day increments
- Day before and after major breaks in December, Mid-Winter and Spring, will be 2-for-1 deducted from accumulative leave (excluding Interpreters).

Limits:

Nutritional Services

1 member or 20% of unit staff per  
building/site – whichever is greater

\_\_\_\_\_  
For the District Date

\_\_\_\_\_  
For Nutritional Services Date

