

For an explanation or interpretation of the contract call your Association or the Labor Relations and Benefits Department.

## MASTER AGREEMENT

Between

the

Anoka-Hennepin Independent School District No. 11  
Anoka, Minnesota

and

The Anoka-Hennepin Child Nutrition Site Supervisors' Association

Regarding Terms and Conditions of Employment for  
Anoka-Hennepin Independent School District No. 11

July 1, **2019** through June 30, **2022**

## ARTICLE I - PURPOSE

The purpose of this contract is to encourage and increase orderly, constructive, and harmonious relationships between the Employer and the Association; to establish procedures for the resolution of differences over terms and conditions of employment; to preserve the paramount right of the citizens of this community to the operation of their schools without disruption; and to establish an environment in which the children of this community may receive education of the highest quality. Accordingly, the parties have set forth herein all terms and conditions of employment which have been agreed upon by the Employer and the Association pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended.

## ARTICLE II - DEFINITIONS

- A. PELRA of 1971 shall mean the Public Employment Labor Relations Act of 1971 as amended.
- B. SUPERINTENDENT shall mean the Superintendent of Schools of Independent School District No. 11 or a designated representative.
- C. SCHOOL BOARD shall mean the School Board of Independent School District No. 11 or its designated representative.
- D. CHILD NUTRITION SITE SUPERVISOR and ASSISTANT CHILD NUTRITION SITE SUPERVISOR shall mean supervisory personnel covered by this contract.
- E. ASSOCIATION shall mean the Anoka-Hennepin Child Nutrition Site Supervisors or its designated representative.
- F. OTHER TERMS not defined in this contract shall have those meanings as defined by PELRA of 1971 as amended.

## ARTICLE III - LAWS, RULES, AND REGULATIONS

The parties agree to abide by the state and federal laws, and reasonable rules and regulations established by the Board. Such Board rules and regulations will not be in conflict with this contract.

The exclusive representative recognizes that the School Board, all employees covered by this agreement, and all provisions of this contract are subject to the laws of the State of Minnesota, federal laws, and valid rules, regulations, and orders of state and federal government agencies. Any provision of this contract found to be in violation of any such laws, rules, regulations, directives, or orders shall be null and void and without force and effect.

The exclusive representative recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time if deemed necessary by the School Board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this contract.

## ARTICLE IV - RECOGNITION

In accordance with the PELRA-71, as amended, the School Board, hereinafter referred to as the Board, recognizes the Anoka-Hennepin Child Nutrition Site Supervisors, hereinafter referred to as the Association, as the exclusive representative of Child Nutrition Site Supervisors employed by the School Board of Anoka-Hennepin Independent School District No. 11. The terms Board and Association shall include authorized officers, representatives, and agents. Despite references herein to Board and Association as such, each reserves the right to act hereunder by designated representatives.

## ARTICLE V – CHILD NUTRITION SITE SUPERVISORS’ RIGHTS

### SECTION 1 RULE, LAW, AND REGULATION:

The Child Nutrition Site Supervisors have all rights afforded them by state and federal rules, laws, and regulations established by state boards and School Board policies.

### SECTION 2 RIGHT TO JOIN:

Child Nutrition Site Supervisors shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Child Nutrition Site Supervisors in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such Child Nutrition Site Supervisors.

### SECTION 3 DEDUCTION OF DUES:

**Child Nutrition Site Supervisors who are full members shall have the right to request and shall be allowed dues check off for the Exclusive Representative Organization. The Employer, upon notification by the Exclusive Representative of such Child Nutrition Site Supervisors, shall be obligated to check off said fee from the earnings of the Child Nutrition Site Supervisor and transmit the same to the Exclusive Representative each regular pay period. Any dispute as to the validity of a specific deduction shall be solely between the Association and the individual employee. The Association warrants that it will indemnify and hold harmless the Employer and any of its agents from any and all actions which any organization or employee may have, or claim to have, now or in the future, arising out of or by reason of the deduction or lack thereof.**

### SECTION 4 PERSONNEL FILES:

The District personnel file relating to each individual Child Nutrition Site Supervisor shall be available during regular office business hours to each individual Child Nutrition Site Supervisor upon written request. The Child Nutrition Site Supervisor shall have the right to reproduce any of the contents of the file at the Child Nutrition Site Supervisor’s expense and to submit for

inclusion in the file written information in response to any material contained therein.

SECTION 5 The Association shall have the right to use District buildings before or after hours for meetings, provided that this shall not interfere with or interrupt school operations.

SECTION 6 The Association shall be entitled to use the district mail distribution service for distribution of Association material free of charge. This privilege shall not be used for any political activity.

SECTION 7 Following a probationary period of **one (1) year**, Child Nutrition Site Supervisors shall not be disciplined or reduced in compensation without just cause.

#### ARTICLE VI - SCHOOL DISTRICT RIGHTS

SECTION 1 INHERENT MANAGERIAL RIGHTS:

The Association recognizes that the Board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection, direction, and number of personnel.

SECTION 2 RESERVATION OF MANAGERIAL RIGHTS:

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

#### ARTICLE VII - HOURS AND DUTY DAY

SECTION 1 BASIC DUTY YEAR:

The duty days within the normal work year shall be in accordance with the school calendar as adopted by the School Board, subject to modifications by the Child Nutrition Director to meet the needs of the District. The duty days for Child Nutrition Site Supervisors based on student contact days, holidays and workshop/in-service days shall be 189 days at the High Schools, Middle Schools, Compass-Bell Building, and Anoka-Hennepin Regional High School (AHRHS); 188 days at the Elementary Schools. The duty days for Child Nutrition Site Supervisors based on student contact days, vacation days, holidays and workshop/in-service days shall be 260 days at the ESC. The Board approved calendar duty days and sites are subject to change. When necessary, the District may reduce or extend an individual's duty year on a daily rate basis; Child Nutrition Site Supervisors who request and receive approval to work additional

duty days beyond the District's designated duty year will be paid pursuant to an extended year service agreement.

Although the basic duty day will be approximately eight (8) hours per day, the Child Nutrition Site Supervisors, because of their managerial and supervisory responsibilities, agree to commit whatever time is necessary to accomplish such managerial and supervisory duties and responsibilities. There shall be no paid overtime.

SECTION 2 HOLIDAYS:

There shall be ten (10) paid holidays for positions with a basic duty year of less than 260 days: Labor Day, two days at Thanksgiving, two days during Winter break, New Year's Day, two days during spring break, Memorial Day, and President's Day.

There shall be eleven (11) paid holidays for positions with a basic duty year of 260 days: Independence Day, Labor Day, two days at Thanksgiving, two days in winter, New Year's Day, two days in spring, Memorial Day, and President's Day.

SECTION 3 ESC CHILD NUTRITION 260 DUTY DAY SITE SUPERVISOR

VACATION:

Vacation shall be accrued in the following manner (pro-rated for less than one year employment):

Less than five years of consecutive employment:

10 days

Five or more years of consecutive employment:

15 days

The ESC Site Supervisor must receive approval for the use of vacation from the administration. An employee may carryover no more than five (5) days of unused vacation from one duty year to the next.

ARTICLE VIII - BASIC COMPENSATION

SECTION 1

SALARY SCHEDULE <b>2019-20:***</b>	Duty	Daily	<b>2019-20</b>	<u>After 15 Years</u> *
	<u>Days**</u>	<u>Rate</u>		
Lane 1: Assistant Supervisor	189	\$198.90	\$37,592.10	\$38,342.10
Lane 2: Elementary	188	\$238.80	\$44,894.40	\$45,644.40
Lane 3a: AHRHS, Compass-Bell Building, River Trail, Bridges, ESC	189	\$238.80	\$45,133.20	\$45,883.20
Lane 3b: ESC	260	\$238.80	\$62,088.00	\$62,838.00
Lane 4: Elementary Dual (Andover, Ramsey, CBPA)	188	\$253.20	\$47,601.60	\$48,351.60
Lane 5: Middle Schools, AMSWA	189	\$253.20	\$47,854.80	\$48,604.80
Lane 6: High Schools	189	\$266.50	\$50,368.50	\$51,118.50

SALARY SCHEDULE <b>2020-21:</b>	Duty	Daily	<b>2020-21</b>	<u>After 15 Years</u> *
	<u>Days**</u>	<u>Rate</u>		
Lane 1: Assistant Supervisor	189	\$202.90	\$38,348.10	\$39,098.10
Lane 2: Elementary	188	\$243.60	\$45,796.80	\$46,546.80
Lane 3a: AHRHS, Compass-Bell Building, River Trail, Bridges, ESC	189	\$243.60	\$46,040.40	\$46,790.40
Lane 3b: ESC	260	\$243.60	\$63,336.00	\$64,086.00
Lane 4: Elementary Dual (Andover, Ramsey, CBPA)	188	\$258.30	\$48,560.40	\$49,310.00
Lane 5: Middle Schools, AMSWA	189	\$258.30	\$48,818.70	\$49,568.70
Lane 6: High Schools	189	\$271.80	\$51,370.20	\$52,120.20

SALARY SCHEDULE 2021-22:****	Duty Days**	Daily Rate	<u>2021-22</u>	<u>After 15 Years</u> *
Lane 1: Assistant Supervisor	189	\$207.50	\$39,217.50	\$39,967.50
Lane 2: Elementary	188	\$249.10	\$46,830.80	\$47,580.80
Lane 3a: AHRHS, Compass-Bell Building, River Trail, Bridges, ESC	189	\$249.10	\$47,079.90	\$47,829.90
Lane 3b: ESC	260	\$249.10	\$64,766.00	\$65,516.00
Lane 4: Elementary Dual (Andover, Ramsey, CBPA)	188	\$264.10	\$49,650.80	\$50,400.00
Lane 5: Middle Schools, AMSWA	189	\$264.10	\$49,914.90	\$50,664.90
Lane 6: High Schools	189	\$277.90	\$52,523.10	\$53,273.10

\* As of June 30<sup>th</sup> of the relevant year.

\*\* The calendar duty days and sites are subject to change. As such, the annual salary shall be calculated by the number of Board approved calendar duty days multiplied by the daily rate of pay. The 15-year longevity stipend shall be the annual salary plus \$750.00.

The parties also understand that the physical building site operations and/or school levels within a site are subject to change and therefore, the parties may need to meet to discuss applicability and appropriateness of the site to the salary schedule.

\*\*\* **Following School Board ratification of this agreement, a one-time payment of \$200.00 will be made in 2019-20.**

\*\*\*\* **In 2021-22, a one-time payment of \$200.00 will be made as part of the second regular pay period in September 2021.**

**SECTION 2 SHORT TERM REASSIGNMENT:**

In the event the District temporarily reassigns a Child Nutrition Site Supervisor to another building, that Supervisor shall be compensated at the lane level for that building if higher than the Child Nutrition Site Supervisor's regular assignment. No additional benefits will apply including holiday, vacation, or sick leave accruals. This section does not apply to Assistant Site Supervisors.

**SECTION 3 PAY CHECKS AND PAY DEDUCTION:**

Paychecks will be issued electronically by direct deposit on pay dates as determined by the District Payroll Department. If the normally scheduled payday occurs on a bank holiday, reasonable effort will be made to issue paychecks on the last working day before the bank holiday. Overpayment or compensation which exceeds the normal compensation of the employee for whatever reason

shall be recoverable by the School District as set forth in the District guidelines for addressing wage and benefit deductions.

SECTION 4 APPROPRIATE CERTIFICATIONS:

Child Nutrition Site Supervisors hired January 1, 2002, or after must obtain the SNA (School Nutrition Association) Certification level 2 within two years of the date of hire. Effective July 1, 2018, Child Nutrition Site Supervisors must obtain SNA Certification level 3 within two years of the date of hire. Unless the Director of Child Nutrition grants a temporary waiver or grace period to obtain the certification, lack or lapse of proper certification will mean loss of position. In addition, Child Nutrition Site Supervisors must take a qualifying sanitation course and pass the Minnesota Food Managers License prior to expiration of the probationary period. Upon a supervisor providing evidence that he/she has passed the Minnesota Food Managers test, the District shall pay the Food Managers License fee.

SECTION 5 MILEAGE:

Child Nutrition Site Supervisors shall be reimbursed at the established Board rate for the use of their personal motorized vehicle to conduct authorized and approved travel on behalf of the District.

SECTION 6 CLOTHING ALLOWANCE:

The District shall allocate up to \$110.00 per Child Nutrition Site Supervisor per year for District uniforms/shoes from District approved vendors.

ARTICLE IX - GROUP INSURANCE

SECTION 1 CARRIER SELECTION:

The selection of the insurance carrier or carriers to provide the group insurance program shall remain with the district.

SECTION 2 HOSPITAL-MEDICAL-MAJOR MEDICAL:

INSURANCE: Hospitalization-Medical-Major Medical Insurance  
The School District provides hospitalization insurance for all full-time employees.

1. **Single Contribution:** The School Board shall contribute up to \$654.00 (six hundred fifty-four dollars) per month of the premium for single coverage for full-time employees who qualify for and are enrolled in the School District group health and hospitalization plan; effective September 1, 2020, through August 31, 2022, the School Board shall contribute up to **\$670.00 (six hundred seventy dollars)** of the premium for single coverage for eligible, enrolled employees.



2. **Family Contribution:** The School Board shall contribute up to \$1,150.00 (one thousand one hundred fifty dollars) per month for **full-time eligible and enrolled employees; effective September 1, 2020 through August 31, 2022, the School Board shall contribute up to \$1,190.00 (one thousand one hundred ninety dollars) per month for full-time eligible and enrolled employees.** Thereafter, the District contribution shall increase by the same dollar amount as the negotiated increase in single coverage.
3. **Dual Spouse Contribution:** Effective September 1, 2019, **if both married spouses work full time for the District and both are benefit eligible, the School Board shall contribute up to \$1,850.00 (one thousand eight hundred fifty dollars) per month toward the premium for family coverage; effective September 1, 2020 through August 31, 2022, if both married spouses work full time for the District and both are benefit eligible, the School Board shall contribute up to \$1,860.00 (one thousand eight hundred sixty dollars) per month toward the premium for family coverage**
4. Any additional cost of the premiums shall be paid by the employee via payroll deductions.

SECTION 3 LONG TERM DISABILITY INSURANCE:

The District will pay the full cost for Long Term Disability insurance for all eligible employees.

SECTION 4 TERM LIFE INSURANCE:

Effective September 1, 2001, a \$50,000-term life insurance policy will be paid by the District for all eligible employees.

SECTION 5 DENTAL INSURANCE:

The District shall contribute no more than \$78.00/month of the premium for all full time eligible and enrolled employees in accordance with the School District Dental plan.

SECTION 6 FLEXIBLE SPENDING ACCOUNT:

The District shall set up a flexible benefit account in accordance with the Anoka-Hennepin Flexible Benefit Plan for each eligible and enrolled employee in the bargaining unit subject to IRS rules and regulations. Each employee who participates may choose to participate in the uninsured unreimbursed medical and/or dependent care spending accounts.

SECTION 7 GENERAL LIABILITY:

1. The District shall carry general liability insurance as required by Minnesota Statute.
2. The District shall carry "errors and omissions" insurance coverage for Child Nutrition Site Supervisors.

SECTION 8 VOLUNTARY PARTICIPATION:

Participation by eligible Child Nutrition Site Supervisors in the insurance programs is voluntary. Child Nutrition Site Supervisors who choose not to participate shall receive no additional compensation in lieu of not participating.

SECTION 9 DURATION OF COVERAGE:

Child Nutrition Site Supervisors who complete his/her duty year shall be eligible for District contribution through the beginning of the next employment year. For less than a full duty year, District contributions shall cease as of the date of separation from employment.

SECTION 10 WORKERS' COMPENSATION:

1. If any employee is absent from work as a result of a compensable injury under provisions of the Workers' Compensation Act, the School District will pay the difference between the compensation received pursuant to the Workers' Compensation Act by the employee and the regular rate of pay to the extent of the employee's earned accrual of sick leave.
2. Any employee who terminates his/her employment during a period of absence eligible for Workers' Compensation and has been overpaid shall return the overpayment to the School District.

ARTICLE X - LEAVES OF ABSENCE

SECTION 1 SICK LEAVE:

Child Nutrition Site Supervisors with a basic duty year less than 260 days shall be granted twelve (12) days of sick leave per year (pro-rated for less than one year employment) on a per pay day basis. Child Nutrition Site Supervisors with a basic duty year of 260 shall be granted fifteen (15) days of sick leave per year (pro-rated for less than one year employment) on a per pay day basis. Child Nutrition Site Supervisors terminating employment during the year shall be required to reimburse the District for sick leave days taken but not earned.

1. Use of Sick Leave. Earned sick leave may be used because of personal injury or illness, serious injury or illness in the Child Nutrition Site Supervisor's immediate family, or death in the Child Nutrition Site Supervisor's immediate family.
2. Definition of Immediate Family. The immediate family is designated as the Child Nutrition Site Supervisor's spouse, child, parent, brother, sister, grandparents, grandchildren, or in-laws of a similar degree or relationship.
3. Accumulation. Unused sick leave shall accumulate to an unlimited amount.

4. A Child Nutrition Site Supervisor's absence due to injury as a result of assault by a student or nonstudent while performing school business shall not be charged against the Child Nutrition Site Supervisor's sick leave days.

SECTION 2 EMERGENCY/PERSONAL LEAVE:

**For Child Nutrition Site Supervisors in assignments of less than 260 days, a maximum of three days of earned sick leave may be used during each duty year at the Child Nutrition Site Supervisor's discretion with no reason given. After ten years of seniority, one additional personal leave day per year (non-cumulative, deducted from sick leave) may be taken with no reason given.**

**For Child Nutrition Site Supervisors with 260-day assignments, a maximum of 3 days of earned sick leave may be used during each duty year for situations involving personal/emergency business that cannot be scheduled outside the duty time of the Employee. Requests for personal leave shall be submitted to the Employee's supervisor at least five days in advance except in emergency situations.**

SECTION 3 JURY DUTY:

Child Nutrition Site Supervisors shall be compensated by the District for the difference between the Child Nutrition Site Supervisor's regular salary and fees received while on jury duty. However, mileage fees paid to the Child Nutrition Site Supervisor in lieu of said duty shall be kept by the Child Nutrition Site Supervisors.

SECTION 4 COURT HEARINGS:

A Child Nutrition Site Supervisor subpoenaed by a court as a defendant or witness as a result of performing management or supervisory duty shall be compensated for the difference between the Child Nutrition Site Supervisor's regular daily salary and witness fees for each duty day of absence. However, this shall not include cases involving Child Nutrition Site Supervisors vs. Anoka-Hennepin Independent School District No. 11.

SECTION 5 MILITARY LEAVE OF ABSENCE:

A military leave of absence shall be granted to Child Nutrition Site Supervisors in accordance with applicable state and federal laws.

SECTION 6 ABSENCE WITHOUT PAY:

Absence without pay of up to five days may be granted at the discretion of the Child Nutrition Programs Director.

SECTION 7 CONDITIONS DURING LEAVE OF ABSENCE:

Child Nutrition Site Supervisors granted an unpaid leave of absence shall be subject to the following conditions:

1. All benefits earned by the Child Nutrition Site Supervisor shall be frozen as of the date of the beginning of a leave of absence. Upon return to duty at the expiration of the leave of absence, a Child Nutrition Site Supervisor's frozen benefits shall be reinstated.
2. Child Nutrition Site Supervisors may continue to participate in the group health, dental and life insurance programs established by assuming the full cost of the monthly payment. If employee drops coverage, the employee may not re-enroll until the employee returns to active employment.
3. Child Nutrition Site Supervisors returning from a leave of absence within the school year or from a leave of absence that extends into another school year but is twelve weeks or less shall be offered the same position held at the time the leave was granted if the position still exists; for leaves that extend into another school year that exceed a length of twelve weeks but are less than twelve months, the supervisor shall be offered a comparable position; supervisors shall have no rights to return for leaves in excess of 12 months.
4. Child Nutrition Site Supervisors who fail to return to duty at the expiration of a leave of absence shall waive right to employment.

#### SECTION 8 MATERNITY LEAVE OF ABSENCE:

Maternity leave of absence will be granted in accordance with the following regulations:

1. Within ninety (90) days of learning of pregnancy, the employee shall provide a doctor's statement to her supervisor confirming pregnancy and anticipated delivery date.
2. A "Request for Maternity Leave of Absence" shall be submitted to her supervisor addressed to the Employee Services Department at least ninety (90) days before the anticipated delivery date.
3. The Superintendent of Schools or designee shall consider the employee's ability to perform the job assignment, and the wishes of the employee, in determining the starting date for the leave of absence. Notice of the leave will be forwarded to the employee and her supervisor.
4. A maternity leave is defined as the period of time of disability and shall not normally exceed thirty (30) working days. A child care leave is defined as the period of time an employee intends for the convenience and comfort of the employee, as well as the care of the child. Maternity/child care leave shall normally be no longer than a maximum of twelve (12) weeks per year.
5. Employees on leave shall have the district contribution of health insurance continued by the District in accordance with District FMLA policies and guidelines.

District seniority shall accumulate during the leave of absence.

An employee may choose to use earned sick leave for the regular duty days she is disabled up to and including thirty (30) days, upon submitting written request to the Labor Relations and Benefits Department. This disability shall begin no later than the first day of birth.

6. Circumstances of unusual nature may receive special consideration.
7. Employees returning from maternity leave shall return to the same position; in the event the position no longer exists, the provision of Article XI, Section 3 shall apply.

SECTION 9 FMLA:

An employee will be eligible for family medical leave in accordance with state and federal statutes.

SECTION 10 ADOPTION/PATERNITY LEAVE:

A father, following the birth of his child, or a mother and/or father following the adoption of a child may use up to seven (7) days sick leave. The leave must commence within the first twelve months of the birth or adoption.

ARTICLE XI - SENIORITY/LAYOFF

SECTION 1 SENIORITY LISTS:

Seniority lists for full-time Child Nutrition Site Supervisors will be established and sent to the Association.

SECTION 2 PROCEDURES:

Seniority shall be established by the following procedures:

1. Seniority in the District shall be computed on the basis of continuous employment as a Child Nutrition Site Supervisor from the first day of actual work as Supervisor. Tiebreaker seniority shall be based on the first day of continuous employment with the District Child Nutrition Program.
2. Child Nutrition Site Supervisors shall continue to accrue seniority while on military, FMLA, or medical leaves. Child Nutrition Site Supervisors shall retain seniority while on all other leaves.

SECTION 3 PROCEDURES FOR DISPLACEMENT/LAYOFF:

For purposes of this Article, school levels shall be defined as Level 3 (Lane 6) of Article VIII, Section 1) as the highest level; Level 2 (Lane 4 and 5 of Article VIII, Section 1); and Level 1 (Lane 2 and 3a of Article VIII, Section 1) as the lowest level.

The School District determines the number of Child Nutrition Site Supervisor positions and the school level of the positions.

Within each school level as set forth above, in the event of reduction in Child Nutrition Site Supervisor positions, Child Nutrition Site Supervisors will be displaced/laid off in reverse seniority order subject to the following rules:

Sub. 1 Child Nutrition Site Supervisors

1. A Child Nutrition Site Supervisor working 260 duty days (Lane 3b) may only be displaced by another CNSS working 260 duty days (Lane 3b) with greater seniority and with a school level equal to or greater than their own.
2. The District shall assign the least senior displaced employee to a vacancy at the employee's current school level. In the event more than one vacancy exists, the District shall seek the displaced employees' vacancy preferences before the District makes a final placement decision.
3. If no vacancy exists at the current level, the Child Nutrition Site Supervisor whose position has been eliminated may choose whether to accept layoff, displace the least senior Child Nutrition Site Supervisor within the same school level, or accept assignment to a vacancy at a lower level if a vacancy exists.
4. When the least senior CNSS is bumped out of her/his level, she/he will have the choice of layoff, or bumping to the next lower level to accept assignment to a vacancy, or to the extent her/his seniority is greater, to bump the least senior CNSS in the next lower level.
5. If no position exists for the least senior displaced employee, the employee shall be laid off.
6. In the event that a new position is created at a higher level than current employees on layoff previously held, that position will be posted for internal transfer.
7. Recall rights will be in reverse order of layoff; a Child Nutrition Site Supervisor may not be recalled into a higher level or greater duty day position unless the District determines, at its sole discretion, that he/she is qualified for the position.
8. The recalled Child Nutrition Site Supervisor must be qualified for that position. An individual's recall rights expire after 24 months from the first effective date of layoff or if the individual declines an offer of recall.
9. Short-term vacancy:
  - a. When an employee on leave creating a short-term vacancy still has rights to a position, a laid off employee will not be recalled to a short-term vacancy. A laid off employee may temporarily fill a short-term vacancy, subject to school district approval and selection.

- b. If selected: A laid off employee's recall duration will not be altered or lengthened. A laid off employee will not be eligible for school district contribution to benefits or leave benefits (i.e. sick leave). However, a laid off employee may apply available sick leave earned prior to layoff to absences defined by Article X, Section 1, during the short-term assignment. A laid off employee will receive their rate of pay immediately prior to layoff if the position is in the level they worked immediately prior to layoff; or a laid off employee will receive the same rate a newly hired individual would receive for that level. A laid off employee receiving the 15-year longevity stipend will continue to receive this stipend during the short-term assignment.

Sub. 2 Assistant Child Nutrition Site Supervisors

1. The Assistant Child Nutrition Site Supervisors will follow the same procedures for displacement/layoff as outlined in Article XI Section 3 Sub. 1.
2. An Assistant Child Nutrition Site Supervisor can be displaced by a more senior Child Nutrition Site Supervisor. An Assistant Child Nutrition Site Supervisor cannot displace a Child Nutrition Site Supervisor.

ARTICLE XII - RETIREMENT/SEVERANCE

All Child Nutrition Site Supervisors hired into the District on or after January 1, 2001 are not eligible for Section 1.

SECTION 1

Severance: Child Nutrition Site Supervisors who notify the district of intended retirement by March 1<sup>st</sup> of the relevant school year will qualify for a payment of up to 90 unused sick days times the Child Nutrition Site Supervisor's daily rate of pay and less any District contribution to a matching 403(b) plan as set forth in Section 2 - 403(b) of this Article.

Child Nutrition Site Supervisors must have ten (10) years active service in the District, be immediately eligible and receiving a Minnesota State retirement pension, and the total District contribution for an eligible Child Nutrition Site Supervisor under Section 2. 403(b) of this Article has not exceeded \$25,000.

1. The severance payment shall be made as a lump sum payment upon retirement to the District Special Pay Plan in accordance with federal rules and regulations. Deductions, such as state and federal income tax, social security, or PERA shall be made only as required by law.
2. If a retired Child Nutrition Site Supervisor dies before the severance payment has been made, the balance due shall be paid to a named beneficiary or, lacking a beneficiary, to the estate of the deceased.
3. This section shall not apply to any Child Nutrition Site Supervisor who is discharged for cause by the School District.

4. For purposes of this section, active service includes military and FMLA leaves of absences and excludes all other unpaid leaves of absence.

SECTION 2

403(b)

1. All Child Nutrition Site Supervisors who are eligible for insurance as set forth in Article IX are eligible for this benefit.
2. The District shall establish a matching contribution of up to **\$3,000 (three thousand dollars)** in a 403(b) matching program for all full-time Child Nutrition Site Supervisors.
3. The maximum individual lifetime matching contribution by the District shall be \$35,000 (thirty-five thousand dollars).

SECTION 3

Health and Dental Insurance: Child Nutrition Site Supervisors eligible and receiving retirement as established in this Article may elect to continue to participate in the District's Health and Dental insurance program. The value of sick leave not paid as severance in this Article for insurance benefit eligible and enrolled Child Nutrition Site Supervisors under Section 1, shall be all allocated to the Health Care Savings Plan for the individual Child Nutrition Site Supervisors. For insurance benefit eligible and enrolled Child Nutrition Site Supervisors hired on or after January 1, 2001, and eligible to retire under this Article, but not eligible for severance payment as set forth in Section 1, the value of unused sick leave days less the value of **90** days shall be allocated to the Health Care Savings Plan for the individual Child Nutrition Site Supervisors.

SECTION 4

Severance and Retirement Health Benefits shall be available only once in a Child Nutrition Site Supervisor's employment with the District.

SECTION 5

Mandatory Retirement: Retirement shall be mandatory only to the extent required by law.

ARTILE XIII - GRIEVANCE PROCEDURE

SECTION 1

DEFINITION:

A grievance shall mean an allegation by a Child Nutrition Site Supervisor resulting in a dispute or disagreement between the Child Nutrition Site Supervisor and the District as to the interpretation or application of terms and conditions contained in this agreement.

SECTION 2

REPRESENTATIVE:

The Child Nutrition Site Supervisor, 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/her behalf.



## SECTION 3

### PROCEDURE:

Grievances as defined in Section 1 shall be settled in the following manner and the steps set forth must be followed in the order listed within the time limit prescribed:

Step 1 - The grievance shall be orally presented to the Child Nutrition Department within five days after the employee knew or should have known of violation. No settlement in this Step 1 shall be made in violation of the written contract.

If a settlement is not reached within two days after oral presentation to the Child Nutrition Director, the grievance shall be reduced in writing on a form specified by the Labor Relations and Benefits Department with a clear statement of the issues involved. This shall be presented to the Director who shall promptly transmit the written grievance to the General Counsel for handling in accordance with Step 2.

Step 2 - The General Counsel shall establish a Step 2 hearing with the aggrieved and the Child Nutrition Program Director. The Step 2 meeting will be held within five days after the employee has filed the written grievance. The time and place for meetings under Step 2 shall be at the discretion of the General Counsel. The General Counsel shall prepare a report of the meeting together with a written disposition of the matter and forward copies to the employee and to the Association within five days after the Step 2 hearing. If settlement is not reached in Step 2 within three days of the date of disposition, the grievance is referred to Step 3.

Step 3 - Grievances referred to Step 3 shall be discussed between the Association and the General Counsel. This discussion shall take place within five days after the grievance has been referred to Step 3. If agreement is reached as a result of this meeting, the General Counsel shall issue a disposition of the matter which shall be final and binding. If agreement is not reached, the grievant shall, within three days after the Step 3 meeting, notify in writing the General Counsel that arbitration is required.

Step 4 - Arbitration. In cases referred to Step 4, the parties shall attempt to agree on an arbitrator. If agreement is not reached within three days, the party shall petition the Public Employment Labor Relations Board for assistance under the rules of the PELRA-71 as amended. The arbitrator shall set the time and place for the Step 4 hearing, the method of procedure, and issue all necessary rulings. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of the agreement or of any agreement made supplementary hereto, and shall only be allowed to rule on those cases that apply to the definition of a grievance as defined in this article. The decision of the arbitrator, if within the scope of his power, shall be binding on both parties with the limitations of PELRA-71 as amended. The expense and fees of the arbitrator shall be borne jointly by the Board and the Association.

SECTION 4 RULES:

Any loss of time by the employee and his representatives to attend Step 4 in the grievance procedure shall not be compensated.

The number of days indicated at each step of the grievance procedure should be considered as maximum and every effort should be made to expedite the grievance process. Any time limit may be extended by mutual written consent. The failure of an aggrieved person to proceed from one step of the grievance procedure to the next step within the time limits set forth shall be deemed to be acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.

The failure of an administrator to communicate his/her decision or hold a meeting within the specific time limits shall permit the aggrieved to proceed to the next step in the grievance procedure.

An employee shall be allowed to have a legal representative at any step in the grievance procedure.

No reprisals shall be brought against any employee because of his/her filing a grievance.

Grievance cases shall be as confidential as possible. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

ARTICLE XIV - DURATION

SECTION 1 TERMS AND REOPENING NEGOTIATIONS:

This agreement shall remain in full force and effect for a period commencing on July 1, 2019 through June 30, 2022 and thereafter until modifications are made pursuant to the PELRA-71 as amended. If either party desires to modify or amend this agreement commencing on July 1, 2022, it shall give written notice of such intent no later than April 1, 2022. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this agreement.

SECTION 2 EFFECT:

This agreement constitutes the full and complete agreement between the School Board and the Anoka-Hennepin Child Nutrition Site Supervisors' Association. Provisions herein relating to terms and conditions of employment supersede and take precedence over any and all prior agreements, resolutions, practices, School District policies, rules, or regulations concerning terms and conditions of employment inconsistent with the provisions.

SECTION 3 FINALITY:

It is further agreed that any matters relating to the current contract term, whether or not referred to in this agreement, shall not be open for negotiations during the term of this agreement.


SECTION 4 SEVERABILITY:


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

IN WITNESS WHEREOF, the parties have executed the Agreement as follows:


Anoka-Hennepin Child Nutrition Site Supervisors' Association

Anoka-Hennepin School District No. 11

  
\_\_\_\_\_  
Jill Nelson  
\_\_\_\_\_  
Pat Arteberg  
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J. E. [unclear]  
\_\_\_\_\_  
W. [unclear]  
\_\_\_\_\_  
Keith Hayes  
\_\_\_\_\_  
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September 23, 2019  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
General Counsel