

# ST. JOSEPH NEA NUTRITION FOOD SERVICES PROPOSALS 2019 Negotiations

*The St. Joseph NEA Nutrition Food Services hereby submits the following proposals for the purpose of bargaining in good faith with the intent on reaching agreement on all matters subject to negotiations.*

Rationale for Proposals:

1. To continue the mutual aim to improve relationships through effective communications;
2. To enter into an Agreement to build a productive and collaborative relationship with the St. Joseph School District;
3. To maintain and recruit quality employees;
4. To provide an environment that is conducive for all students to be successful; and
5. To provide a working environment that is conducive for the improvement and development of all staff.

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## PREAMBLE

WHEREAS, the School District of the City of St. Joseph, Missouri (hereinafter the "District") and the St. Joseph NEA Nutrition Food Services (hereinafter the "Association") declare their mutual aim to improve relationships through effective communications; and,

WHEREAS, the Association desires to enter into an Agreement to build a productive, collaborative relationship with the District; and,

WHEREAS, the employees of the District have a right to organize and to bargain collectively through representatives of their own choosing; and,

WHEREAS, the Parties have reached certain understandings which they desire to confirm in this Agreement; and

In consideration of the preceding mutual covenants, this Agreement is entered into between the School District of the City of St. Joseph, Missouri and the St. Joseph NEA Nutrition Food Services, an affiliate of the Missouri-National Education Association this 28th day of May, 2019.

## ARTICLE I RECOGNITION OF EXCLUSIVE BARGAINING REPRESENTATIVE

### SECTION 1.1

1. The District recognizes the Association as the exclusive bargaining representative in matters related to salary, benefits and working conditions for all of the following employees: Nutrition Food Services.
2. The above-described unit was certified by the State Board of Mediation in Public Case No. 2017-008 the 2<sup>nd</sup> day of January 2018.

## ARTICLE II NEGOTIATION PROCEDURES

### SECTION 2.1 Duration, Term and Scope of Agreement

1. Term of Agreement. This Agreement shall be in effect from July 1, 2019 through June 30, 2020.

2. Scope of Agreement. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the District's Board of Education and the Association and supersedes all prior understandings whether oral or written between the parties. Any and all amendments or modifications to this Agreement must be in writing and approved by the District's Board of Education in the manner required by law and approved by the Association. As of July 1, 2020, the entire Agreement is open and if a new Agreement (or amendment of this Agreement) has not been ratified by that date, the Board policy shall govern the relationship between the District and the members of the bargaining unit.
3. Scope of Negotiations. The parties each voluntarily and unqualifiedly waive any rights which might otherwise exist under the law to negotiate over any matter during the term of this Agreement and each agrees that the other shall not be obligated to bargain collectively during the term of this Agreement with respect to any matter (except as otherwise specifically provided herein) even though each subject matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed the Agreement.
4. Changes to District Operations Staff Handbook or Employee Handbook. Notwithstanding the foregoing, any modification or change to the District Staff Handbook or Employee Handbook adopted during the term of this Agreement, which directly impacts the working conditions and/or benefits of the St. Joseph NEA Nutrition Food Services unit members, shall be subject to negotiations. The District shall notify the Association by email of any such change and of its proposed effective date. Within five business days thereafter, the Association shall notify the District whether it objects to the proposed change and whether it therefore wishes to negotiate over it.
5. Discussion Meetings. As a way to maintain and improve ongoing communication between the District and the Association, the Director of Nutrition Food Services or designee may, at the request of either party, meet on a mutually agreeable day each month during the fiscal year at a time convenient to both parties. Neither party will have more than three representatives at such meetings.

## **SECTION 2.2 Negotiations Sessions**

1. Time and Place. Meetings for the purposes of negotiations on all matters shall take place at reasonable and mutually agreed times and places between February 1 and June 1 of the same year unless otherwise agreed by the parties.
2. Written Proposals. By December 1, each party will notify the other of any issues proposed for negotiations in that school year. The notice must reasonably specify how the proposed change will positively benefit the educational goals of the District. Thereafter, new issues can be considered only with the mutual consent of the parties.
3. Intent of the Parties. It is the intent of the District and the Association to reach agreement on all matters within the subject of negotiations.

## **SECTION 2.3 Establishment of Negotiations Ground Rules**

The District and Association agree to the following Ground Rules for the conduct of negotiations:

1. The District will determine whether a particular negotiation meeting may be closed in accordance with the law.
2. All meetings will be scheduled at mutually agreeable dates and times.
3. All meetings will begin and end on time unless there is mutual agreement to shorten or extend the time.
4. There will be no caucusing during a negotiating meeting without notice to the other members of the District and Association negotiation team. A caucus can be requested by any member

of either team. The caucus will be no more than five minutes in length, but may be extended by mutual consent.

5. There will be one official spokesperson for each team, but anyone at the table may talk after being recognized by that team's chairperson.
6. Presentations from anyone other than a team member are permitted by mutual agreement by both parties. A 24-hour notice is required unless both teams agree to allow the presentation on shorter notice.
7. The District will assign someone to take notes during discussions and will provide minutes for team members following each meeting.
8. Observers will be allowed during any portion of the negotiations that are open meetings, but observers shall have a non-participatory role.
9. Information released to the press regarding the process of negotiations will be through a joint statement by the teams.
10. All items for negotiation will be filtered through the lens of "How will this benefit both students and employees to improve student achievement?"
11. Breaks or timeouts during the meeting will be taken as needed during the meetings.
12. The District team will write proposed language immediately after an agreement is reached. Proposed language will be brought back to the teams for tentative approval at the next meeting.
13. Nothing is final until everything is final. Issues tentatively agreed to may be revisited as needed until a final agreement is reached.

#### **SECTION 2.4 Negotiations Teams**

1. District Team. The District's Board of Education shall select the members of the District's negotiation team. Members of the District's negotiation team may include an attorney, professional negotiator, District employee, Board member or other qualified person, provided that the District negotiation team shall consist of no more than eight members, including no more than three Board members.
2. Association Team. The Association shall select the members of its negotiation team, provided that the Association's negotiation team shall consist of no more than eight members, including an NEA representative.
3. Authority of Team. The Board and the Association shall confer upon their respective negotiation team the necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations and to reach a tentative agreement subject to the final adoption, modification or rejection of the Agreement by the Association's bargaining unit and the District's Board of Education.
4. Limit of Authority. No action, statement, agreement, settlement or representation made by any member of the District's bargaining team shall impose any obligation or duty or be considered to be authorized by or binding upon the Board unless and/or until the Board has ratified the Agreement that is the subject of negotiations.

#### **SECTION 2.5 Ratification of Agreements**

1. Reduction to Writing. Once the parties have reached a tentative agreement regarding all proposals, the agreement shall be reduced to writing and initialed by the agents of the respective negotiation teams.

2. Consideration by Association. The Association shall consider the proposed Agreement without change or amendment. Before the proposed Agreement may be presented to the District's Board of Education, it must be ratified by the members of the Association's bargaining unit prior to the Board's first regularly scheduled June meeting.
3. Consideration by Board. If the Agreement is ratified by the members of the bargaining unit within the time specified above, the Agreement shall be presented to the District's Board of Education for adoption or rejection within 30 days after ratification by the Association, but no later than June 30.
4. Signatures. Any approved Agreement shall be signed by the Board president and the Association president.
5. Distribution. The approved Agreement shall be made available on the District website and shall be distributed to the employees in the bargaining unit as determined by the District's representatives. Each new employee in the bargaining unit will receive a copy of the Agreement during orientation.

### **ARTICLE III** **DISTRICT RIGHTS**

#### **SECTION 3.1 Consistency between this Agreement and Board Policies**

1. Unless specifically and expressly negated by a term of this Agreement, the Board's policies and administrative regulations remain in full force and effect as to the members of the bargaining unit and the Association, and shall control the relationship between the District and the Association, as well as members of the bargaining unit.
2. Every effort has been made to avoid any terms in this Agreement that may be in conflict with or inconsistent with adopted Board of Education policies in place on July 1, 2017.
3. If the Board proposes to adopt or modify a policy the Association perceives as conflicting or inconsistent with the Agreement, the Superintendent or Superintendent's designee(s) and the Association President or designee(s) shall confer in an attempt to resolve such conflict or inconsistency.
4. After meeting with the Association representatives, the Superintendent or designee(s) shall forward an opinion to the Board regarding a proposed resolution to the matter.
5. In its sole discretion, the Board will determine how best to resolve the matter.

#### **SECTION 3.2 Board Rights and Authority**

1. Right to Operate District. It is understood and agreed that the Board possesses the right and authority to operate and direct the employees of the District in all respects including but not limited to, all rights and authority exercised by the Board prior to the execution of this Agreement except as specifically limited in this Agreement.
2. Statutory Rights. The authority and powers of the Board as prescribed by the statutes and the Constitution of the State of Missouri and the United States shall continue unaffected by this Agreement except as expressly limited by the provisions of this Agreement.
3. Description of Rights. These rights include but are not limited to the following:
  - A. To determine the District's mission, objectives, policies and budget;
  - B. To determine and set all standards of service offered to the District's students and employees;

- C. To maintain executive management and administrative control of the District and its properties and facilities and the activities of its employees as they relate to the conduct of District affairs;
  - D. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction and the performance of professional duties according to current Board policy or as the same may from time to time be amended;
  - E. To introduce new or improved methods, equipment and facilities;
  - F. To establish, modify or eliminate programs, curricula and/or courses of instruction, including special programs and athletic, recreational and social events for students;
  - G. To determine whether to provide or purchase goods and services;
  - H. To determine the methods, means and number of personnel needed to carry out the District's mission, all as deemed necessary or advisable by the Board;
  - I. To hire all employees and to determine their qualifications;
  - J. To determine employees' conditions for employment or continued employment subject to the provisions of existing law and the terms of this Agreement,
  - K. To discipline, dismiss, demote, evaluate, promote, transfer or lay off any employee, subject to Board policy and terms of this Agreement;
  - L. To determine the academic calendar and 12-month work calendar;
  - M. To determine the duties, responsibilities, and assignments of those individuals in this bargaining unit.
4. The listing of specific management rights in this Agreement is not intended to be, nor shall it be construed as, restrictive of or a waiver of any rights of management not listed and specifically surrendered elsewhere in this Agreement, regardless of whether such rights have been exercised by the District in the past.

**SECTION 3.3 Board May Exercise Its Rights Under the Law**

- 1. The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, and the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement, and then only to the extent that such specific and express terms are in conformance with the Constitution and the laws of the State of Missouri and the Constitution and the laws of the United States.

**SECTION 3.4 No Agreement Unless Approved in Writing by Board**

- 1. No action, statement, agreement, settlement or representation made by any member of the bargaining team shall impose any obligation or duty or be considered to be authorized by or binding upon the Board unless and/or until the Board has agreed thereto in writing.

**SECTION 3.5 Reservation of Board Rights**

- 1. Except as expressly and clearly provided in any part of this Agreement, nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities and authority under Missouri law, or any other national, state, county, district, or local laws or regulations.

**SECTION 3.6 No Requirement to Negotiate Unless Otherwise Agreed**

1. The Association and the District agree that the Board of Education specifically reserves the right to unilaterally change past practices, Board of Education policy or regulations without negotiations with the Association prior to any such changes except as specifically stated in this Agreement.
2. Furthermore, the parties specifically recognize that changes in applicable law and/or regulatory requirements may require revisions in Board policy and/or regulations and/or this Agreement.

**ARTICLE IV  
ASSOCIATION RIGHTS**

**SECTION 4.1 Non-Discrimination**

1. No employee shall be discharged or discriminated against where the adverse action was motivated by the employee's exercise of his or her right to organize and to bargain collectively through the representative of his or her own choosing.
2. No person or group of persons shall, directly or indirectly, by intimidation or coercion, compel or attempt to compel any employee to join or refrain from joining a labor organization.

**SECTION 4.2 Duty of Exclusive Representation**

1. The Association recognizes and agrees to its responsibility to represent fully and equally without discrimination all members of the bargaining unit in all aspects of this Agreement.

**SECTION 4.3 Use of Facilities**

1. The Association shall be allowed the use of District buildings and premises for Association meetings and activities under the same terms and conditions under which other organizations are allowed to use such facilities.

**SECTION 4.4 Use of Communication Systems**

1. Political Limitation. The District's communication systems may not be used to communicate or distribute information in support of or in opposition to any candidate for public office or ballot measure.
2. Bulletin Boards. The building principal will designate, within each school building, a bulletin board located in a custodial or maintenance workroom or lunchroom for Association use.
3. District Authority. These provisions shall not be construed to limit in any manner the authority of the Board or administration to communicate with its employees.
4. Use of Inter-School Mail. The officers of the St. Joseph NEA Nutrition Food Services may deliver and receive materials through the inter-school mail service, including but not limited to mailboxes, and it may place notices, circulars and materials relevant to organization business.

**SECTION 4.5 Membership of Committees**

1. If there is a District-wide safety or insurance committee, the Association will be given the same consideration or membership thereon afforded to other groups of classified employees. Any committee member from the Association will be selected by the Association President or designee.

2. Nothing in this Agreement shall be construed to require the District to, or limit the District's obligation to, establish or structure committees as required by law and the regulations of the State of Missouri and the Department of Elementary and Secondary Education.

#### **SECTION 4.6 Personnel Records**

1. The personnel file(s) of an individual employee will be considered confidential to the extent allowed by law. Information of a critical nature will not be entered or filed in the employee's personnel folder until the employee is given notice, as well as an opportunity to review the information and comment thereon. The employee will have the right to append a reply to the statement, which will also be included in the folder.

### **ARTICLE V GENERAL PROVISIONS**

#### **SECTION 5.1 Multiple Originals Can Be Signed Separately**

1. This Agreement may be signed by the Parties' representatives in two (2) or more originals and all originals so signed shall for all purposes constitute one agreement, binding upon all parties.

### **ARTICLE VI GENERAL PROVISIONS**

#### **SECTION 6.1 Salary**

1. Each employee classification/range will have one (1) percent added to the first step of the range and receive a step increase based on the 2018-19 pay schedule for 2019-20.

### **ARTICLE VII FILLING VACANCIES**

#### **SECTION 7.1 Filling Vacancies**

1. With respect to filling vacant positions within the bargaining unit, if a choice must be made between two or more candidates of equal skill, ability, competence and qualifications, the position will be awarded to the staff member with the longer full-time continuous service with the St. Joseph School District.

### **ARTICLE VIII PERSONNEL LEAVES**

#### **SECTION 8.1 Personal Business Days**

1. Board Policy GDBDA, in place on July 1, 2018, will be followed and referenced in the District Employee Handbook under Personal Business Days.

#### **SECTION 8.2 Compensation Time**

1. Board Policy GDBB, in place on July 1, 2018, will be followed and referenced in the District Employee Handbook under Compensatory Time.

#### **SECTION 8.3 Paid Time Off**

1. Board Policy GDBDA, in place on July 1, 2018, will be followed and referenced in the District Employee Handbook.

#### **SECTION 8.4 Flex Time**

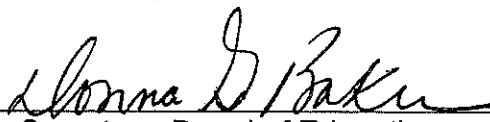
The parties, by the signatures below, represent that this Agreement has been executed by their duly authorized representatives as of the Effective Date.

**ST. JOSEPH NEA NUTRITION FOOD SERVICES**

BY:   
President

**SCHOOL DISTRICT OF CITY OF ST. JOSEPH, MISSOURI**

BY:   
President, Board of Education

ATTESTED BY:   
Secretary, Board of Education