

AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT 196

and

**MINNESOTA TEAMSTERS PUBLIC AND LAW
ENFORCEMENT EMPLOYEES UNION, LOCAL 320**

FOOD SERVICE EMPLOYEES

Effective July 1, 2018
through June 30, 2020

TABLE OF CONTENTS

ARTICLE 1, PURPOSE	1
ARTICLE 2, RECOGNITION OF EXCLUSIVE REPRESENTATIVE.....	1
ARTICLE 3, DEFINITIONS AND RIGHTS.....	1
ARTICLE 4, SCHOOL BOARD RIGHTS	1
ARTICLE 5, EMPLOYEE RIGHTS	2
ARTICLE 6, WAGES AND COMPENSATION	2
ARTICLE 7, HOURS	5
ARTICLE 8, GROUP INSURANCE	8
ARTICLE 9, PARENTING LEAVE.....	9
ARTICLE 10, LAYOFF AND RECALL.....	10
ARTICLE 11, RETIREMENT	11
ARTICLE 12, GRIEVANCE PROCEDURE.....	12
ARTICLE 13, DISCIPLINE, DISCHARGE AND PROBATIONARY PERIOD.....	15
ARTICLE 14, DURATION.....	15

**ARTICLE 1
PURPOSE**

Section 1. Parties: THIS AGREEMENT, entered into between the School Board of Independent School District No. 196, Rosemount, Minnesota, hereinafter referred to as the School Board, and the Minnesota Teamsters Public and Law Enforcement Employees Union, Local 320, hereinafter referred to as exclusive representative, pursuant to, and in compliance with, the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as P.E.L.R.A. of 1971, as amended, to provide the terms and conditions of employment for food service employees during the duration of this Agreement.

**ARTICLE 2
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition: In accordance with the P.E.L.R.A. of 1971, as amended, the School Board recognizes the Minnesota Teamsters Public and Law Enforcement Employees Union, Local 320, as the exclusive representative of all food service employees employed by Independent School District 196 which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. of 1971, as amended, and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all food service employees in the district contained in the appropriate unit as defined in Article II, Section 3, of this Agreement and the P.E.L.R.A. of 1971, as amended, and in certification by the Director of Mediation Services, if any.

Section 3. Description of Appropriate Unit: For purposes of this Agreement, the term food service employees means all food service managers and food service associates employed by the School Board in such classification.

**ARTICLE 3
DEFINITIONS AND RIGHTS**

Section 1. Terms: Terms used in this Agreement shall have those meanings as defined by the P.E.L.R.A. of 1971, as amended.

Section 2. Rights: Employer and employee rights shall be as contained in P.E.L.R.A. of 1971, as amended, and all management rights and functions not expressly delegated are reserved to the School Board.

Section 3. Definition: There are two (2) classifications of food service employees: food service associates and food service managers.

**ARTICLE 4
SCHOOL BOARD RIGHTS**

Section 1. Inherent Managerial Rights: The exclusive representative recognizes that the School Board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Management Responsibilities: The exclusive representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

Section 3. Effect of Laws, Rules, and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform such services prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives and orders, issued by properly designated officials of the School District. The exclusive representative also 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 as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the School Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, federal laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of state and federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of School Board rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School Board.

ARTICLE 5 EMPLOYEE RIGHTS

Section 1. Union Business: The School District shall not deduct the pay of Union members for participation in negotiation, mediation or arbitration or any kind or anything related thereto. Any regularly scheduled work days/hours used will be charged to the Union at the hourly rate of pay for each individual. These days are to be requested and authorized by the Union.

Section 2. Request for Dues Check Off: The exclusive representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any exclusive representative that has lost its rights to dues check off pursuant to PELRA. Upon receipt from the Union of a properly executed authorization form the School District will deduct from the employee's paycheck the dues authorizations that the employee has agreed to pay to the Union during the period of said authorization.

All Union related deductions shall be deducted from the employee's paychecks monthly during September through June and shall be remitted to the Union monthly.

Section 3. Fair Share Fee: In accordance with M.S. 179A.06, Subd. 3, any employee include⁴⁴ in the appropriate unit who is not a member of the exclusive representative is required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative.

The exclusive representative hereby warrants and covenants that it will defend, indemnify and hold the School District harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the exclusive representative as provided herein.

ARTICLE 6 WAGES AND COMPENSATION

Section 1. Wage Rates: Food service employees shall be given the appropriate wage as indicated by the following salary schedule commencing July 1, 2018, and ending June 30, 2020. Increments for the 2020-21 school year will be granted only after a negotiated Working Agreement is reached.

Subd. 1: Salary Schedule:

		<u>7-1-18</u>	<u>7-1-19</u>
Secondary Food Service Manager	Step 1	20.53	21.13
	Step 2	21.09	21.69
	Step 3	21.63	22.23
	Step 4	24.75	25.35
Elementary/SES Food Service Manager	Step 1	18.95	19.55
	Step 2	19.41	20.01
	Step 3	22.23	22.83
Food Service Associate	Step 1	15.86	16.46
	Step 2	16.11	16.71
	Step 3	18.01	18.61

Subd. 2: Effective July 1, 2014 through June 30, 2015 only: food service managers at secondary schools shall be paid \$.15 per hour additional. Food service associates at secondary schools shall be paid \$.10 per hour additional. Effective July 1, 2015, this Subd. 2 is no longer applicable.

Subd. 3: At the time an employee is first assigned to a classification, the Coordinator of Food and Nutrition Services may at his/her discretion consider prior related experience in determining the wage step to be paid.

Subd. 4: Definition of specialized training in order to be eligible for longevity and/or certification pay: For the following longevity provision and the additional certification pay as specified in subdivision 6 of this section, specialized training is defined as successfully completing School Nutrition Association (SNA) approved training, consisting of:

- 1) the Serve Safe course,
- 2) the SNA approved nutrition course, and
- 3) ten (10) hours of elective course(s) in the four key content areas of specialized training, and
- 4) awarded Level I certification by the SNA.

Longevity: Effective July 1, 2018, employees who have completed specialized training as defined above and who have 10 or more years of continuous seniority shall receive \$.70 per hour more than the rate otherwise applicable under Section 1, Subd. 1. For employees who have achieved specialized training as defined above and who have 15 or more years of seniority, this longevity differential shall be \$1.20 per hour more than the rate otherwise applicable under Section 1, Subd.1. For employees who have achieved specialized training, as defined above and who have 20 or more years of seniority, this longevity differential shall be \$1.75 per hour more than the rate otherwise applicable under Section 1, Subd. 1. Employees must maintain their Level I certification to maintain the longevity pay rate.

Longevity: Effective July 1, 2019, employees who have completed specialized training as defined above and who have 10 or more years of continuous seniority shall receive \$.73 per hour more than the rate otherwise applicable under Section 1, Subd. 1. For employees who have achieved specialized training as defined above and who have 15 or more years of seniority, this longevity differential shall be \$1.26 per hour more than the rate otherwise applicable under Section 1, Subd.1. For employees who have achieved specialized training, as defined above and who have 20 or more years of seniority, this longevity differential shall be \$1.82 per hour more than the rate otherwise applicable under Section 1, Subd. 1. Employees must maintain their Level I certification to maintain the longevity pay rate.

Subd. 5: Food service managers at a double school (e.g., high school/middle school or middle school/elementary school) shall be paid \$.75 per hour additional.

Subd. 6 Certification Pay: Employees who have completed the specialized training as defined in subdivision 4 of this section will receive an additional \$.40 per hour to the salary schedule. Employees must maintain their Level I certification to maintain this pay.

Section 2. Coverage of District Schools: The Coordinator of Food and Nutrition Services shall arrange the schedule for workers as is necessary.

Section 3. Replacement Pay: If a food service manager is off from work for reasons of sickness, leave of absence, etc., excluding school vacation time, for a period of five (5) consecutive working days or more, his/her replacement receives the appropriate food service manager allowance retroactive to the first day of the substitution period.

Section 4. Meetings: Employees that attend meetings called by the Coordinator of Food and Nutrition Services which take place after the employees' normal workday shall be paid for attending such meetings at the appropriate rates set forth in Article V, Section 1, Subd. 1 above.

Section 5. Courses: Employees shall attend all courses as directed by the Coordinator of Food and Nutrition Services. Employees shall be paid their hourly rate for attending required training with the District paying any associated tuition, fee or test fee. When such training is provided by the District and the employee elects to take the training elsewhere (with the approval of the Coordinator of FNS or designee) pay will only be provided up to the number of hours of the required District-provided training, following documentation of completion of such training. If there is any additional cost, over what the cost is when offered by the District, that additional cost shall be the responsibility of the employee. If an employee does not pass a test that is required for their employment, the district will pay the testing fee for one subsequent test, but will not pay for any hours should the employee elect to retake the class. If the employee doesn't pass the test on the second attempt, the employee shall bear the cost of subsequent test fees.

Section 6. Pay Periods:

Subd. 1: Food service employees will be paid every other Friday.

Subd. 2: Food service employees will have two options in regard to payroll checks:

- a. 1/21 of their annual salary on each of the first 21 pay dates beginning in September.
- b. 1/26 of their annual salary on each of the 26 pay dates beginning in September.

Options once made are final for the entire school year.

Subd. 3: Returning food service employees shall retain the same option as they had the previous school year unless the Coordinator of Human Resources is otherwise notified by August 15. New food service employees will automatically be given option (a) above.

Section 7. Compliance: The wages set forth herein are in accordance with Minnesota Statutes (1984) 471.991 through Minnesota Statutes (1984) 471.999. (The Comparable Worth Law.)

Section 8. Uniforms: If the School District requires that a uniform be worn, it will provide the uniform excluding laundering service. Employees shall wear the prescribed uniform whenever on duty. The School District will provide five shirts and four pants to each food service employee in the next order cycle or sooner after the employee's probationary period is complete.

Effective July 1, 2014, employees will receive one half (1/2) hour of pay at their regular rate of pay to try on uniforms once every two years, based on the uniform cycle.

Section 9. Travel Allowance: Employees shall be reimbursed for all private automobile usage which is incurred in connection with School District business at the rate per mile which is approved by the School Board and included in Board policy concurrently with the date of such usage.

Section 10. Meals: Employees are entitled to one reimbursable meal each day worked. The meal must be eaten on the premises and during break time (if allowed per Article VI, Section 5.) or before or after the work shift. No food or beverages are to be removed from the kitchen or cafeteria.

ARTICLE 7 HOURS

Section 1. Working Day: The regular working day for a food service manager will not be reduced below six hours unless the employee consents to such change.

Section 2. Work Year: The regular work year for food service employees shall commence on the first student school day and continue through the last student school day. Additional work hours may be required prior to the first student school day and following the last student school day to perform essential functions of the kitchen.

Food service employees will be paid for hours worked. Attendance at the preschool workshop in August may be required provided the date for this workshop is announced by the preceding January 1.

Section 3. Overtime: Work in excess of 8 hours per day or 40 hours per week shall be considered overtime. Overtime shall be reimbursed at the rate of time and one-half. Any work done on the following holidays shall be paid at double time: New Year's Day, Martin Luther King Day, Presidents' Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day. Overtime shall not be worked unless prior approval has been given by the Coordinator of Food and Nutrition Services or designee. The opportunity to work additional hours will be distributed as equitably as possible within each classification at a given school, beginning with the most senior person and continuing on a rotating basis.

Catering work outside the regularly scheduled hours shall be considered overtime. Catering is defined as billable services provided outside the food service department.

Section 4. Experience Credit: New employees or employees new to a classification who begin before December 1 will be credited with a year's experience the following July 1.

Section 5. Work Breaks: The School District intends to allow reasonable work breaks for employees. Generally, employees working four or more hours per day shall be allowed to take one 15-minute break and food service managers working more than 6 hours per day will be allowed to take two 15-minute breaks. The timing of breaks is subject to the operating needs and schedules of the department and building, including factors such as absenteeism of coworkers, as determined by the food service manager.

Section 6. Promotion Policy: Food service manager vacancies will be posted in each kitchen. All food service personnel are eligible for positions of promotion. Job openings will be posted for a period of five (5) days.

Section 7. Sick Leave:

Subd. 1: Food service employees will be credited with 10 days of sick leave per year accumulative to 130 days. One day is considered the equivalent of the hours worked each day as per contract.

Subd. 2: Sick leave will not apply, nor may it be earned during a leave of absence.

Subd. 3: In the event the employee's absence is in excess of the number of days earned, and the employee does not return to said position, the School District has the option to deduct or collect salary paid for unearned sick leave.

Subd. 4: Sick leave with pay shall be allowed by the School Board whenever an employee's absence is found to have been due to illness or injury of the employee or the employee's dependent child which prevented his/her attendance at school and performance of duties on that day or days. Also allowed and charged to sick leave will be absences due to the serious illness or injury of the employee's spouse or child. Up to three (3) days of accrued sick leave per year shall be allowed for the serious illness of a parent, parent-in-law, adult child, sibling, grandparent or grandchild. Additional days with or without pay may be granted at the discretion of the coordinator of Human Resources. If pay is provided, days shall be deducted from accrued sick leave.

Effective July 1, 2014, for employees who have been employed by the District for at least 12 months prior to the leave and who worked at least one half of the full time equivalent during those 12 months may use up to 160 hours of sick leave in any 12 month period for the illness or injury of the employee's adult child (includes stepchild, biological, adopted, and foster child), spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent for reasonable periods of time as the employee's attendance may be necessary. This provision is not intended to increase or decrease the amount of time provided for in Subd. 4 above except as otherwise required by law. This provision shall be in effect only as required by MN Statute 181.9413.

Subd. 5: The School Board may request a statement from the employee's or employee's family member's physician verifying the illness, in order to qualify for sick leave pay.

Subd 6: Beginning June 30, 2005, on June 30 each year, the employee shall choose to utilize unused sick leave by exercising the following options:

a. Employee may exchange unused sick leave days by exchanging three (3) days of unused sick leave for one (1) day of extra wages. A maximum of only four (4) days of exchange may be utilized per year. Remaining days shall be applied toward your sick leave accumulation.

b. Employee may place unused sick leave days in the sick leave accumulation (under provisions of Subd. 1 of this Section).

c. Employee may utilize a combination of the above choices with the understanding that only whole days may be used and that days may be only counted once.

Section 8. Personal/Emergency Leave: All non-probationary food service employees are eligible for one (1) personal leave day with pay per year and two (2) personal/emergency leave days, with sick leave deducted if used, with pay each year. The personal/emergency leave days may only be used if adequate sick leave is available. The employee must request such absence at least one day in advance with the Coordinator of Food and Nutrition Services or designee. The School District may limit the number of employees excused on a given day as necessary to maintain a balanced workforce of experienced employees.

Section 9. School Closings: Food service managers, or their designee, may be permitted to work up to half of their regular daily contracted hours and if they work will receive pay for half of their contracted work day when their school is closed and work is required to preserve perishable food and/or to assure food safety. More than half of their contracted daily hours may be worked on a day that school is closed only if authorized by the Coordinator of Food and Nutrition Services or designee.

Food service managers and associates will not be paid if school is cancelled at least one (1) hour before the employee's normal workday begins, except as noted above for food service managers who do work a partial day. They may request payment for such days, to be charged to accrued sick leave or an available personal leave day.

In the event the school day is cancelled less than one (1) hour before the employee's normal workday begins, and the employee reports to work, the employee will be paid for actual time worked or for two (2) hours, whichever is greater. The employee may request payment for the remainder of his/her normal work day, to be charged to accrued sick leave or an available personal leave day.

In the event the start of school is delayed, employees will be paid for actual time worked.

In the event of an early dismissal by the Superintendent of Schools as a result of inclement weather, or any other reason not related to discipline or failure to perform duties properly, the food service employee shall be paid for a full day equivalent.

Section 10. In the event that a food service employee is called back by his/her superior, he/she shall be paid for a minimum of two hours at a rate of salary stated in the contract. If this is in excess of the 40-hour normal working week, the rate shall be figured on the basis of time and one-half.

Section 11. Rates of pay for after hour events will be determined by the position filled by the employee. An employee who works an after hours event will be paid for the hours worked or two hours whichever is more. As part of their duties, food service employees shall provide service for such school-sponsored functions as may occur in their respective buildings. The opportunity to work after hours events will be distributed as equitably as possible within each job classification at a given school, beginning with the most senior person and continuing on a rotating basis.

Section 12. Jury Duty: An employee who is absent because of required jury duty will be granted leave and will be paid the difference between his/her regular salary and the fee received for such jury duty. An employee who is released from jury service in time to report at his/her regular starting time shall report for work and will not be eligible for jury duty pay for that date.

Section 13. Leave of Absence: An unpaid leave of absence of five days or less may be granted by the Coordinator of Food and Nutrition Services. An unpaid leave of absence over five days but not to exceed twelve months may be granted upon the approval and discretion of the Coordinator of Human Resources for such reasons as extended illness of the employee, extended illness in the employee's family or other reasons deemed appropriate at the discretion of the Coordinator of Human Resources. An employee who returns from approved leave of absence on the authorized return date shall not lose his/her seniority rights. Leaves granted under this section are without pay or benefits unless provided for by state and/or federal laws.

Section 14. Bereavement: In the event of the death of an employee's spouse, partner sharing the same household, child or parent (including in-laws and step relatives of the same degree), leave with pay will be granted for up to three (3) days per occurrence. In the event of the death of an employee's brother, sister, grandparent, or grandchild (including in-laws and step relatives of the same degree) leave of up to two (2) days per occurrence deducted from sick leave shall be allowed. Additional days with or without pay may be granted at the discretion of the coordinator of Human Resources. If pay is provided for the additional days the days shall be deducted from accrued sick leave or personal leave. Unused leave for such purposes shall not be accumulated.

**ARTICLE 8
GROUP INSURANCE**

Section 1. Employees Covered: Only employees who work a minimum of 30 hours per week are entitled to and shall receive insurance coverage provided for and set forth in this Article.

Section 2. Selection: The selection of the insurance carrier and policy shall be made by the School District.

Section 3. Health Insurance: The School District shall contribute up to the amount listed below per month for the months July through June toward the premium for eligible participants as defined in Section 1 of this Article. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

<u>Coverage</u>	<u>7/1/18</u>	<u>7/1/19</u>
Single	\$579	\$594
Employee Plus One Dependent	1,175	1,205
Family	1,558	1,598

Subd.1 HRA/VEBA: Effective July 1, 2010, for food service employees participating in the high deductible health plan option, the district shall contribute to an HRA/VEBA account for the employee an amount representing the difference between the premium (single, employee plus one dependent or family, whichever the employee is enrolled in) for the high deductible plan, and the district contribution toward insurance as provided in Article VII, Section 3. This provision shall be in effect so long as the District offers a high deductible plan and the contributions listed in Article VII, Section 3, exceed the cost of the high deductible plan premium by at least \$10 per month.

Section 4. Life Insurance: The School District shall pay the premium for \$50,000 term life insurance for employees employed by the School District who qualify pursuant to Section 1 above and are enrolled in the School District's group term life insurance plan.

Section 5. Long-term Disability Insurance: An employee who is eligible for coverage pursuant to Section 1 above and enrolled in the School District's long-term disability plan shall pay the full premium for the months September through August.

Section 6. Claims Against the School District: It is understood that the School Board's only obligation is to purchase an insurance policy and pay such amounts as agreed herein and no claim shall be made against the School Board as a result of a denial of insurance benefits by an insurance carrier.

Section 7. Duration of Insurance Contribution: An employee is eligible for School District contributions as provided in this Article as long as the employee is employed in paid status by the School District. An employee who is receiving worker's compensation disability income benefits resulting from injury or illness incurred as an employee of the School District shall be considered in paid status for purposes of this provision. Upon termination of employment, all School District participation and contribution shall cease, effective on the last working day.

For health and life insurance only, employees who work through the last day of the school year shall be eligible for continued School District contributions for July and August, provided they pay their portion for such coverage and they qualify for and are enrolled in the District's health and/or life insurance.

Section 8. Extension of Health/Hospitalization Insurance for Retirees: Any employee who is eligible to participate in the School District's health and hospitalization insurance plan as described in Article VII and who retires following fifteen (15) years of employment in the School District and is 55 years of age or older, shall receive an amount obtained by converting 1/3 the cash value of his/her unused sick days at the time of retirement. The School District shall deposit the total amount in the employee's name in the Post-Retirement Health Care Savings Plan, administered by the Minnesota State Retirement System.

ARTICLE 9 PARENTING LEAVE

Section 1. A parenting or pregnancy leave shall be granted by the School District, subject to the provisions of this Article, a biological or adoptive parent in conjunction with the birth or adoption of a child or to a female employee for prenatal care, or incapacity due to pregnancy, childbirth, or related health conditions.

Section 2. An employee making application for parenting leave shall inform the Human Resources Department in writing of intention to take the leave at least three (3) calendar months, when foreseeable, before commencement of the intended leave.

Section 3. If the reason for the parenting leave is occasioned by pregnancy, an employee may elect to utilize sick leave during the period of the employee's prenatal care, or incapacity due to pregnancy, childbirth, or related health conditions pursuant to the sick leave provisions of this Agreement. A pregnant employee who elects use of sick leave shall provide at the time of her leave application, the completed forms as determined by and obtained from the Human Resources Department.

Section 4. The leave shall begin at a time requested by the employee, provided the leave begins within 12 months after the birth or adoption of the child. However, in the event the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital.

Section 5. The leave shall not exceed twelve months. In the event the employee requests parental leave for a period in excess of twelve weeks, such additional leave time may be granted at the sole and exclusive discretion of the superintendent or designee whose decision is final and binding and not subject to the grievance procedure.

Section 6. An employee returning from parenting leave shall be re-employed in his/her former classification without loss of seniority unless previously discharged or laid off.

Section 7. Failure of the employee to return pursuant to the date determined under this Article shall constitute grounds for termination in the School District.

Section 8. The parties agree that the applicable periods of probation for employees as set forth in this Agreement are intended to be periods of actual service enabling the School District to have opportunity to evaluate an employee's performance. The parties agree, therefore, that the period of time for which the employee is on parenting leave shall not be counted in determining the completion of the probationary period.

Section 9. An employee who returns from parenting leave within the provisions of this Article shall retain all previous experience credit under the Agreement earned at the commencement of the beginning of the leave.

Section 10. An employee on parenting leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the employee wishes to retain, commencing with the beginning of the parenting leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the District pursuant to this Article.

Section 11. Leave under this Article shall be without pay or fringe benefits unless provided for by state and/or federal laws.

ARTICLE 10 LAYOFF AND RECALL

Section 1. Recognition: The parties recognize the principle of seniority in the application of this Agreement within classifications concerning layoff.

Section 2. Date: Employees within each classification shall acquire seniority back to the date of hire into that classification upon completion of the probationary period as defined in this Agreement. If a food service associate obtains seniority within that classification and then later moves into a food service manager position (without a break of service or with a break in service allowed per Section 9 of this Article) and obtains seniority, then the employee would have two seniority dates, one in each classification. The seniority date(s) shall be accumulative only within this appropriate unit. If more than one employee is hired on the same date, seniority ranking shall be determined by lot. A person who has worked as a temporary substitute for an absent employee for a period of at least forty consecutive working days and who is then hired as a permanent replacement in the same position and location, shall commence his/her probationary period on the date such permanent employment commences but, upon satisfactory completion of the probationary period, shall have seniority dating back to the commencement of his/her temporary substitute assignment to that position.

Subd. 1 Seniority List: There shall be seniority lists for food service associates and for food service managers maintained by the District and posted annually, at a date determined by the District, in each kitchen.

Subd. 2 Seniority Tie Breaking: When more than one employee shares a seniority date, the employee with the lower School District employee number shall be deemed senior.

Section 3. Layoff Application: An employee on layoff shall retain his/her seniority and right to recall within classification in seniority order a period of one year after the date of layoff.

Section 4. Layoff: In the event the School District determines to reduce the food service staff by eliminating a total position or positions, employees shall be laid off in inverse order of seniority within areas of classification and number of contracted hours. The School District will consult with the union concerning order of layoff. An employee whose position is eliminated shall have the right to bump the least senior employee in their classification and contracted hour block based on their seniority date within that classification. If a food service manager is bumped, and has previously held a position of food service associate, that employee has the right to bump the least senior food service associate with the greatest number of contracted hours based on their seniority within the food service associate classification. A senior employee shall not be placed on layoff while a junior employee on the seniority list occupies a position with the same classification with the same or lesser number of contracted hours. If there is an open position or if a probationary employee fills a position, that position is considered the least senior position.

Section 5. Recall: Employees shall be recalled in order of seniority for a position within the same classification held prior to layoff or a lower classification for which qualified. If a position becomes available for a qualified employee on layoff, the School District shall mail by certified mail the notice to such employee who shall have 14 calendar days from the date of mailing of such notice to accept the reemployment. If written acceptance is not received by the Coordinator of Human Resources within such 14 calendar day period, it shall constitute a waiver on the part of such employee to any further rights of employment or reinstatement and shall forfeit any future reinstatement of employment rights. The employee must accept the first offer of rehiring at same classification from which the employee was laid off or the employee shall be removed from the recall list. The employee may refuse an offer for a lower classification position without losing recall rights to a position at the same classification from which the employee was laid off. However, once an employee is offered a lower classification position and refuses such offer only higher classification positions need be offered.

Section 6. Loss of Seniority: Seniority shall be lost due to resignation, discharge for cause, failure to return from layoff in the time required or absence for any reason for more than one year.

Section 7. The provisions of this Article do not apply to a partial reduction in hours of a position.

Section 8. Effective Date: The provisions of this Article shall become effective on October 26, 1982.

Section 9. Employees Who Are Rehired: An employee who 1) gave a two-week notice prior to his/her resignation; 2) is rehired in the food service group within the same job classification and 3) returns within six (6) working months (i.e., excluding July and August), will be reinstated with no loss of seniority or step. This provision will not apply to an employee who resigns within the last twenty (20) student school days unless the employee completes the entire school year, including required days following the student contact days.

ARTICLE 11 RETIREMENT

Section 1. 403(b)/457(b) Plan: Food service employees shall be eligible to participate in a 403(b)/457(b) plan on an optional basis as established pursuant to Minnesota statute 123B.02, Subd. 15.

Section 2. Early Retiree Insurance: Any employee who is a participant in the School District's health and hospitalization insurance plan as described in Section 1 or Article VII and who retires following thirty years of employment in the School District, or following fifteen years of employment in the School District and attaining age of 55, may continue the health and hospitalization coverage she/he had at the time of retirement until age 65. The employee will pay the entire cost of the premium for this coverage.

Section 3. Matching Contribution Plan:

Subd. 1. Purpose: Commencing July 1, 2009, an annual School District contribution shall be payable to an eligible employee's matching contribution plan (hereinafter referred to as "Matching Plan"), subject to the following provisions.

Subd. 2. Legal Authority: Such plan shall be approved and subject to applicable provisions of Minnesota Statutes and IRS Code Section 403(b) or IRS Code Section 457, and any amendments thereto.

Subd. 3. Authorization: The School District contribution is not payable unless the employee authorizes a matching salary reduction in the amount that they are eligible to receive in Subdivision 7 for the same period. A School District salary reduction authorization form must be completed.

Subd. 4. Eligibility: Only employees who have eight (8) or more years of service (calculated from the employee's seniority date) shall be eligible for the matching School District contribution provided in this Article. Years of service shall be determined as of July 1 and per the seniority date listed in Subd. 7.

Subd. 5. Vendors: The School District contribution and matching employee contribution will be made to a company of the employee's choice from the School District list of eligible companies, subject to Subdivision 2 of this Section. It shall be the responsibility of the employee to make all arrangements required by the vendor to insure that proper payment is made by the School District.

Subd. 6. Participation: Participation in the plan shall be voluntary.

Subd. 7. School District Contribution: The amount of the School District contribution shall be as follows:

Effective July 1, 2018:

Matching Plan Eligibility Criteria	District Contribution Payable to Matching Plan Account of Participant During Contract Year	Required Participant Contribution to Matching Plan Account During Contract Year
Seniority date on or before 7/1/10	\$950	\$950

Effective July 1, 2019:

Matching Plan Eligibility Criteria	District Contribution Payable to Matching Plan Account of Participant During Contract Year	Required Participant Contribution to Matching Plan Account During Contract Year
Seniority date on or before 7/1/11	\$1050	\$1050

ARTICLE 12 GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the School Board as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

Section 2. Representative: The employee, supervisor, 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 in accordance with State Statute.

Section 3. Definitions and Interpretations:

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays in this Agreement.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School Board's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within ten days (10) after the date the event giving rise to the grievance occurred, or the employee had reasonable knowledge thereof. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereinafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School Board's designee.

Section 5. Designation of Board Representative: It shall be the duty of the School District to post notice of the School Board representative designated to handle grievances at any particular level. If the School District fails to post such notice, the employee may serve any notices required by the grievance procedure on the Coordinator of Food and Nutrition Services.

Section 6. Adjustment of Grievance: The School Board and/or designee and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the School District in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussions between the employee and his/her supervisor, the supervisor shall give a written decision on the grievance to the parties involved within ten days (10) after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Director of Finance and Operations, provided such appeal is made in writing within ten days (10) after receipt of the decision in Level I. If a grievance is properly appealed to the Director of Finance and Operations, the Director of Finance and Operations or his/her designee shall set a time to meet regarding the grievance within ten days (10) after receipt of the appeal. Within ten days (10) after the meeting, the Director of Finance and Operations or his/her designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the Superintendent of Schools or his/her designee provided such appeal is made in writing within ten days (10) after receipt of the decision in Level II. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time to hear the grievance within fifteen days (15) after receipt of the appeal. The date and time will be designated. Within ten days after the meeting, the Superintendent or his/her designee shall issue his/her decision in writing to the parties involved.

Section 7. School Board Review: The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notifies the parties of its intention to review within ten days (10) 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 affirm, reverse or modify such decision.

Section 8. Denial of Grievance: Failure by the School Board or its representative to issue a decision within the time periods provided herein including observance of dates and time of meetings shall constitute a denial of the grievance and the employee may appeal it to the next level.

Section 9. Arbitration Procedures: In the event that the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the Office of the Superintendent within ten days (10) following the decision in Level III of the grievance procedure.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within five days (5) after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Bureau of Mediation Services to appoint an arbitrator, pursuant to the P.E.L.R.A., providing such request is made within ten days (10) after request for arbitration. The request shall ask that the appointment be made within 20 days (20) after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

a. Upon appointment of the arbitrator, the appealing party shall within five days (5) after notice of appointment forward to the arbitrator, with a copy to the School Board, the submission of the grievance which shall include the following:

1. The issues involved.
2. Statement of facts.
3. Position of the grievant.
4. The written documents relating to Section 5 of the grievance procedure.

b. The School Board may make a similar submission of information relating to the grievance either before or at the time of the hearing. If the School Board submits information to the arbitrator in advance of the hearing, a copy of such information will be simultaneously submitted to the unit.

Subd. 5. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be on the merits of the original grievance.

Subd. 6. Decision: The decision by the arbitrator shall be rendered within twenty (20) days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitations provided by the P.E.L.R.A. of 1971, as amended.

Subd. 7. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 8. Jurisdiction: The arbitrator shall only have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator and only pursuant to the terms of this procedure, the terms of this Agreement and the provisions of P.E.L.R.A. of 1971, as amended. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement.

ARTICLE 13 DISCIPLINE, DISCHARGE AND PROBATIONARY PERIOD

Section 1. Probationary Period: An employee shall, under the provisions of this Agreement, serve a probationary period of 60 days worked during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provision of the contract alleged to have been violated.

Section 2. Probationary Period: Change of Assignment: In addition to the initial probationary period, an employee transferred or promoted to a different assignment shall serve a new probationary period of 40 days worked in any such new assignment. During this 40-day probationary period, if it is determined by the School District that the employee's performance in the new assignment is unsatisfactory, the School District shall have the right to reassign the employee to his/her former assigned hours in his/her former assignment or similar assignment.

Section 3. Progressive Discipline: The parties to this Agreement recognize both the concept of progressive discipline and the fact that accelerated disciplinary actions, including suspension and discharge, may be warranted in instances involving severe or repeated misconduct. An employee who has completed the probationary period may be suspended without pay, discharged or disciplined only for cause.

Section 4. Representation: An employee who has completed the probationary period and is suspended without pay, discharged or otherwise disciplined, shall have access to the grievance procedure.

ARTICLE 14 DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2018, through June 30, 2020, and thereafter until modifications are made pursuant to the P.E.L.R.A. of 1971, as amended, except that increments shall not be advanced until a new Agreement is finalized and approved for the next negotiation period. If either party desires to modify or amend this Agreement commencing on July 1, 2020, it shall give written notice of such intent no later than May 1, 2020. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

Section 2. Effect: This agreement constitutes the full, complete agreement between the School Board and the exclusive representative representing the food service employees of the District. 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 3. Finality: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

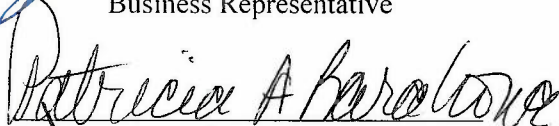
Section 4. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

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


For:
MINNESOTA TEAMSTERS PUBLIC
AND LAW ENFORCEMENT EMPLOYEES



Business Representative



Steward



Steward



Steward



Steward

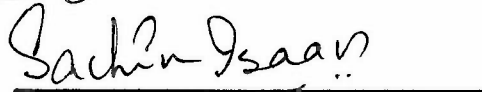
8/13/18

(Date)

For:
INDEPENDENT SCHOOL DISTRICT 196
ROSEMOUNT, MINNESOTA



Chairperson



Clerk

8/13/18

(Date)