

Master Agreement

Independent School District 197

and

Service Employees International Union

Local No. 284

(Child Nutrition)

July 1, 2019– June 30, 2021

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ARTICLE I
PURPOSE

Section 1. Parties: This Agreement is entered into between Independent School District No. 197, hereinafter referred to as the School District, and Service Employees International Union, Local No. 284, hereinafter referred to as the Union, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for child nutrition employees during the duration of this Agreement.

ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A., the School District recognizes the Union as the exclusive representative of child nutrition personnel employed by the School District, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A., and as described in the provisions of this Agreement.

Section 2. Union Leadership: The School District and the Union agree to continue to work together to allow appointed or elected representatives to a position of leadership in SEIU Local 284, unpaid time away from their workplace, in order to represent the membership of their bargaining unit and the School District. This representation furthers the improvement of Labor/Management relations between the Union and the School District and promotes constructive relationships between all public employers and their employees.

ARTICLE III
DEFINITIONS

Section 1. School District: Shall mean the School Board or its designated representative.

Section 2. Terms and Conditions of Employment: Shall mean the hours of employment, the compensation therefor including fringe benefits except retirement contributions or benefits, and the School District's personnel policies affecting the working conditions of the employees.

Section 3. Employee: Shall mean personnel included within the appropriate unit as established by Article II, of this Agreement.

Section 4. Supervisor: Shall mean the Child Nutrition Supervisor.

Section 5. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV
SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: The Union recognizes that the School District 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 School District, its overall budget, utilization of technology, the organizational structure and the selection and direction and number of personnel.

Section 2. Management Responsibilities: The Union recognizes the right and obligation of the School District 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 Union recognizes the right, obligation and duty of the School District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time, as deemed necessary by the School District, insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. The Union further recognizes that the School District, all employees covered by this Agreement and all provisions of this Agreement are subject to applicable 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. Managerial Rights Not Covered by This Agreement: The foregoing enumeration of School District rights and responsibilities shall not be deemed to exclude other inherent managerial rights and management functions not expressly reserved herein and all managerial rights and management functions not expressly modified by this Agreement are reserved to the School District.

ARTICLE V
UNION RIGHTS

Section 1. Request for Dues Check-Off: An employee who is a member of the Union, or who has applied for membership, shall have the right to request and be allowed dues check-off for the Union, provided that dues check-off and the proceeds thereof shall not be allowed the Union if it has lost its right to dues check-off pursuant to the P.E.L.R.A.. Upon receipt of a properly executed authorization card of the employee involved, the School District will deduct from the employee's paycheck, the dues that the employee has agreed to pay the Union.

Subd. 1. Union Responsibility: The Union hereby warrants and covenants that it will defend, indemnify and save the School District harmless from any and all actions, suits, 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 Union dues specified by the Union.

Section 2. Right to Join: Employees shall have the right to join the Union and the right not to join the Union.

Section 3. Right to View: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the Union.

ARTICLE VI **HOURS OF WORK**

Section 1. Work Year: The normal work year shall be as established by the food serving calendar and additional preparation or clean-up as are scheduled by the Child Nutrition Supervisor. The district shall notify child nutrition employees annually in advance of the start of the school year regarding the days the employees will be scheduled to work. Thereafter, any reductions to pay which must be made will be deducted from an employee's pay at a rate designated by the employee (i.e., all at once, over the remaining checks, or over a specified number of checks).

Subd. 1 Cook Managers or Satellite Leads at the site in which meals are provided during summer programming will be given the first opportunity to work summer hours. If the Cook Manager or Satellite Lead at the site in which meals are provided during summer programming is unavailable, available hours will be posted and awarded to the most senior qualified bidder.

Section 2. Work Week: The normal work week shall be a maximum of five consecutive normal work days in a calendar week.

Section 3. Work Day: The normal work day shall be a maximum of eight consecutive hours. The number of hours in a normal work day for each employee shall be established by the School District. No employee will suffer a reduction in daily paid hours due to the employee's compliance with the employer's request for the employee to substitute for another employee.

Section 4. Meal Period: Employees scheduled for a normal work day of six hours or more shall be scheduled a 30-minute unpaid lunch period during each normal work day.

Subd. 1. During the scheduled meal period employees may be required by the Cook Manager or Satellite Lead to return to duty in the event of a food preparation or serving emergency.

Subd. 2. Employee meal periods shall not be scheduled during a building “serving time.”

Section 5. Emergency Closing: In the event school is closed, and employees report for work, the employees shall receive the following compensation: Two (2) hours regular rate of pay.

Section 6. Call Backs: Employees called back to work shall be paid a minimum of two hours.

Section 7. Overtime: Work performed under the following conditions shall be considered overtime.

Subd. 1. All work performed in excess of eight hours per normal work day shall be paid at the rate of 1 and ½ times the employee’s basic hourly rate.

Subd. 2. All work performed in excess of 40 hours per normal work week shall be paid at the rate of 1 and ½ times the employee’s basic hourly rate.

Subd. 3. All work performed on the calendar day established by the School District as a holiday shall be paid at the rate of 1 and ½ times the employee’s basic hourly rate, in addition to holiday pay.

Subd. 4. All work performed on Saturdays and Sundays shall be paid at the rate of 1 and ½ times the employee’s basic hourly rate.

Section 8. Guarantee: Nothing in this Agreement shall be construed as and is not a guarantee of any hours of work per normal work day, normal work week, or normal work year.

Subd. 1. Non Public School Calendars: In the event non-public schools are closed and meals not served that day in those locations, those employees who are willing to work at other locations throughout the district will be assigned to work based on rotating seniority.

Section 9. Scheduling of Hours for a Special Event: In the event it is necessary for the School District to schedule work hours for special events (school sponsored or by outside

group) which requires food preparation and serving or kitchen supervision, employees will be scheduled for available hours of work in accordance with the following:

Subd. 1. Employees will be scheduled by needed position classification based on seniority from among those employees at the kitchen where the special event is scheduled.

1.1 Available hours will be scheduled starting with the senior employee and thereafter rotated by seniority among all employees at the kitchen.

1.2 Available hours scheduled for which an employee is unavailable shall be considered an opportunity to work for the purpose of rotation.

Subd. 2. If additional employees are needed to staff the special event, employees will be scheduled by needed position classification based on seniority from among all employees of the School District.

Subd. 3. If necessary employees are unavailable to staff a special event, the School District reserves the right to mandatorily schedule employees, by inverse seniority from among all employees of the School District, to work the special event.

Section 10. Rest Period: Employees scheduled to work six hours or more per day shall be scheduled a ten minute rest period in the morning and a ten minute rest period in the afternoon. Employees scheduled to work four hours or more but less than six hours shall receive a ten minute rest period. The rest period shall be taken at the time and location approved by the Cook Manager or Satellite Lead.

Section 11. Substitutes: When an employee is absent from work due to illness or any other paid or unpaid leave, the school district shall attempt to obtain a substitute for the absent employee. The district shall make every reasonable effort to create and maintain a sub list sufficient to fill needs created by employees' temporary absences.

ARTICLE VII **COMPENSATION**

Section 1. Compensation: Employees shall be compensated for all hours worked based on their position classification and step placement in accordance with the following wage schedules:

Subd. 1. Effective July 1, 2019: Employees shall be compensated for all hours worked based on their position classification and step placement in accordance with the following wage schedule:

	<u>2017-2018 Salaries</u>			
	<u>STEPS</u>	<u>A</u>	<u>B</u>	<u>C</u>
Cook Manager		\$21.11	\$21.62	\$22.30
Cook's Assistant		\$18.97	\$19.47	\$20.04
Satellite Lead		\$18.97	\$19.47	\$20.04
Kitchen Assistant/Cashier		\$15.72	\$16.15	\$16.63

Subd. 2. Effective July 1, 2020: Employees shall be compensated for all hours worked based on their position classification and step placement in accordance with the following wage schedule:

	<u>2018-2019 Salaries</u>			
	<u>STEPS</u>	<u>A</u>	<u>B</u>	<u>C</u>
Cook Manager		\$21.65	\$22.16	\$22.84
Cook's Assistant		\$19.51	\$20.01	\$20.58
Satellite Lead		\$19.51	\$20.01	\$20.58
Kitchen Assistant/Cashier		\$16.26	\$16.69	\$17.17

Subd. 3. Longevity: In recognition of continuous years of employment in this

bargaining unit, employees who meet the continuous years of service indicated below, excluding leaves of absence of a full school year or more, will receive the longevity payment indicated below:

<u>Continuous Work Years</u>	<u>Longevity Pay Rate Per Hour, Effective:</u>
	<u>July 1, 2017</u>
Completed 10 years by September 1:	\$.15 per hour
Completed 15 years by September 1:	\$.25 per hour
Completed 20 years by September 1:	\$.30 per hour

Subd. 4. Non-School/Additional Food Functions: Employees who work a non-school or additional function after a normal daily shift or extension thereof shall be paid a \$.50 per hour premium in addition to their hourly job classification rate for all hours worked, provided that when an employee qualifies for overtime as provided by Article VI, Section 7, such premium shall cease to be paid. An open house, conference, or banquet could be an example of an event to which this subdivision might apply.

Subd. 5. Certification Pay: Employees with national (SNA) certification shall receive the following differentials in addition to their hourly job classification rate for all hours paid, according to the Level at which the employee is certified. An employee assigned to a classification must achieve appropriate certification levels for that classification within one year, and must maintain the appropriate certification thereafter.

<u>Effective: July 1, 2017</u>	
Level I	no differential
Level II	no differential
Level III	\$0.45 per hour
Level IV	\$0.55 per hour

Subd. 6. Secondary Kitchen Assistant/Cashier Differential: Effective July 1, 2011, kitchen assistant/cashiers working at the three secondary schools shall receive a differential of \$.20 per hour in addition to their hourly job classification rate for all hours worked at the secondary school as a kitchen assistant/cashier.

Section 2. Employment Anniversary Date: Employees hired during the normal work year shall be assigned a July 1 employment anniversary date. Employees hired on or before December 31 will be assigned to the previous July 1, and employees hired on or after January 1 will be assigned to the subsequent July 1. This Section shall apply for purpose of wage progression only and shall not have application to the establishment of an employee's seniority date.

Section 3. Promotions: Employees who are promoted to a higher paying position classification will be placed on a step of the Wage Schedule which has a higher hourly wage rate than the employee's previous hourly wage rate. If such a step placement is on a step lower than the maximum step of the new classification's wage schedule, the employee's anniversary date for purposes of moving to the next step shall be based upon the date the employee began working in the higher classification, using the system detailed in Section 2 above.

Section 4. Uniforms: Employees will be reimbursed for uniform items, including shirts, pants, and shoes, upon appropriate proof of purchase as determined by the School District, in accordance with the following:

Subd. 1. Employees normally scheduled for six or more hours per day will receive \$85.00 per year.

Subd. 2. Employees normally scheduled for less than six hours and four or more hours per day will receive \$60.00 per year.

Subd. 3. Employees normally scheduled for less than four hours per day will receive \$45.00 per year.

Subd. 4. New employees will receive \$75.00 at the start of employment.

Subd. 5. In addition, standard color hairnets will be provided by the District when required to be worn.

The School District will give employees advance notice of what appropriate proof of purchase will be.

Section 5. Out-of-Classification Pay: Employees assigned by the School District to perform the duties and responsibilities of a higher paid position classification for three consecutive normal work days shall be paid at the wage rate of the higher paid classification retroactive to the first day, at the completion of the third consecutive work day.

Section 6. Child Nutrition Workshop Pay: Employees required to attend the Back to School Workshop, who are not yet on duty for the school year, will be paid for the number of hours in attendance.

ARTICLE VIII
GROUP INSURANCE

Section 1. Selection of Carrier: The School District reserves the right to select the insurance carrier and the policy for the group insurance coverages provided for employees.

Section 2. Insurance Anniversary Dates: The anniversary date for the group insurance policies of the School District is July 1 of each year or as determined by the School District and the insurance carrier on which date changes in coverage and rates will become effective.

Section 3. Group Insurance Participation Eligibility: Employees must be assigned to positions which are scheduled for a minimum of 20 hours per week and during at least 34 weeks per year to be eligible to participate in any of the group insurance programs. Employees working 35–40 hours per week will receive 100% of the district contribution. Employees working 20–35 hours will receive a pro-rated amount of the contribution listed in Section 4 according to the following schedule.

<u>Hours per week the employee works:</u>	<u>Percentage of the contribution:</u>
At least 20, less than 25	65%
At least 25, less than 30	80%
At least 30, less than 35	92%
35 or more	100%

Section 4. Health and Hospitalization:

The School District will contribute to the premium cost of the group health and hospitalization insurance as follows:

Subd. 1. Individual, Two-Party and Dependent Coverage: Effective July 1, 2017, health and hospitalization insurance benefits will be based on language contained in the Master Agreement by and between Independent School District 197 and the West St. Paul Federation of Teachers Local #1148, Article VIII, Section 6. For child nutrition employee convenience purposes only, the language contained in Article VIII, Section 6 of the West St. Paul Federation of Teachers Local #1148 master agreement has been reprinted in Attachment A. The parties understand and agree that as the language changes in this section of the Teacher’s Master Agreement, those changes will be implemented for the child nutrition employees as well.

Enrollment in the plan will be accomplished the first day of the month following date of employment; or the effective date of open enrollment thereafter upon completion of all necessary forms. Any additional cost of the premium will be borne by the employee and paid by payroll deduction.

Section 5. Dental Insurance: The School District will contribute on a monthly basis to the premium cost of the group dental insurance as follows:

Subd. 1. Single Coverage: The School District will contribute the sum of not to exceed \$45.00 per month from July 1, 2019 through June 30, or the total cost, whichever is lower, toward the premium cost for individual coverage of each full-time employee employed by the School District who qualifies for and is enrolled in the School District group dental plan. Enrollment in the plan will be accomplished the first day of the month following date of employment; or the effective date of open enrollment thereafter upon completion of all necessary forms. Any additional cost of the premium will be borne by the employee and paid by payroll deduction.

Section 6. Life Insurance: The School District shall contribute the total premium cost beginning January 1, 2018, toward the premium cost for \$50,000 of life insurance for the duration of this Agreement for each employee employed by the School District who qualifies for coverage under the provisions of ARTICLE VIII, Section 3, and is enrolled in the School District group life insurance plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Section 7. Long Term Disability: The School District shall contribute a sum equal to .007 times the salary per year or the total premium cost, whichever is lower, toward the premium cost for long-term disability coverage for each employee employed by the School District who qualifies for coverage under the provisions of ARTICLE VIII, Section 3, and is enrolled in the School District long-term disability plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Section 8. Duration of Insurance Contribution: Employees shall be eligible for School District contributions as provided by this Article as long as the employee is employed by the School District. Upon termination of employment all School District contributions shall cease, effective as of the last day of work for which the employee is paid.

Section 9. Newly Employed: Employees hired during the school year shall have pro-rated contributions established by this Article made on their behalf.

Section 10. Period of Contributions: The School District contributions toward the premiums of the group insurance programs established by this Article will be made for a 12-month period beginning on July 1 of one calendar year and ending on June 30 of the following calendar year for all employees who are eligible and enrolled in the coverage for which the School District contribution is made.

ARTICLE IX
PAID ABSENCES

Section 1. Sick Leave:

Subd. 1. All eligible employees shall earn sick leave at the rate of 1 day for each month of service in the employ of the School District, except that new employees shall earn sick leave at the rate of 1-1/4 days during the first four years of employment. An employee must be assigned to a position which is scheduled a minimum of 20 hours per work week, and during at least 34 weeks per work year to be eligible for paid sick leave.

Subd. 2. Employees who have accumulated 120 days of sick leave may begin a retirement bank. All days in excess of 120 will go into a retirement bank.

Subd. 3. Sick leave with pay shall be allowed by the School District whenever an employee's absence is due to illness or accident which prevented the employee's attendance and performance of duties on that day or days.

3.1 Absence due to the serious illness of an employee's spouse, child, parent, foster parent, or spouse's parent shall be allowed and charged to sick leave.

Subd. 4. The School District may require an employee to furnish a medical certificate from the school health officer or from a qualified physician as to evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the employee will be so advised. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School District.

Subd. 5. Sick leave allowed shall be deducted from the accumulated sick leave days earned by the employee.

Subd. 6. Sick leave pay shall be approved only upon submission of a request for leave in the Skyward system.

Subd. 7. Emergency Closing: An employee may use one day of accumulated sick leave per school year for an emergency closing.

Subd. 8. Retirement Bank: Employees who have accumulated 120 days of sick leave may begin a retirement bank. All days in excess of 120 will go into a retirement bank. Upon retirement, employees will be paid 50% of the banked days at their rate of pay during the last full year of employment up to a maximum of 40 days.

Section 2. Worker's Compensation:

Subd. 1. Upon the request of an eligible employee who is absent from work as a result of a compensable injury under the provisions of the Worker's Compensation Act, the School District will pay the difference between the compensation received pursuant to the Worker's Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave.

Subd. 2. A deduction shall be made from the employee's accumulated sick leave according to the pro-rata portions of days of sick leave which is used to supplement the Worker's Compensation benefit.

Subd. 3. Such payment shall be paid by the School District to the employee only during the period of disability.

Subd. 4. In no event shall the additional compensation paid to the employee by virtue of sick leave result in the payment of a total daily, weekly or monthly compensation that exceeds the normal compensation of the employee.

Subd. 5. An employee who is absent from work as a result of an injury compensable under the Worker's Compensation Act who elects to receive sick leave pursuant to this policy shall submit evidence of the benefit to be received to the School District, prior to receiving payment for such absence.

Section 3. Funeral Leave:

Subd. 1. Up to a maximum of five days funeral leave with pay shall be allowed by the School District upon the death of an eligible employee's spouse or child.

Subd. 2. Up to a maximum of three days funeral leave with pay shall be allowed by the School District upon the death of one of the following members of an eligible employee's or the employee's spouse's family: parent, foster parent, brother or sister, mother- or father-in-law, daughter- or son-in-law, sister- or brother-in-law, grandparent, or grandchild.

Subd. 3. Up to a maximum of one day funeral leave with pay shall be allowed by the School District upon the death of one of the following members of an eligible employee's or the employee's spouse's family: aunt, uncle, niece, or nephew.

Subd. 4. Funeral leave with pay for an employee's spouse, parent, child, spouse's parent, or spouse's child shall be available to all members of the bargaining unit.

Section 4. Personal Leave: A maximum of two days of absence for personal reasons, including sick leave, may be granted an employee during each school year with the approval of the Superintendent or designee. This leave will not be deducted from sick leave and will not disqualify an employee from the attendance incentive provided in Article X, Section 2.

This leave shall be available to all members of the bargaining unit, except that personal leave shall not be granted during the employee's initial probationary period. Due to the difficulty in covering absent employees covered by this bargaining agreement, personal leave earned but not used by the last day of the regular school year will be paid out to the employee covered by this bargaining agreement at the rate of \$10.00/hour. This benefit will not be paid out to employees covered by this bargaining agreement who terminate employment prior to the end of the school year.

Section 5. Jury Duty: An eligible employee called for jury duty will be reimbursed for the difference between the amount paid for such services and their straight time hourly rate for regular scheduled hours of work during the period of service. Employees will turn in their jury duty fee payments to the School District in return for their full paycheck. Employees will report for their regular duties when temporarily excused from attendance at court.

ARTICLE X **HOLIDAYS**

Section 1. Number of Holidays: All eligible employees shall receive the following paid holidays:

Labor Day	Presidents' Day
Thanksgiving Day	Memorial Day
Friday following Thanksgiving Day	Christmas Day

Section 2. Attendance Incentive: Employees who achieve 100% attendance during the previous full school year shall earn one personal holiday based on their work schedules during the previous school year. This incentive shall be applicable to all members of the bargaining unit, notwithstanding the eligibility clause in Section 5.

Section 3. Overtime Credit: In the event that any of the above enumerated holidays fall on a regular work day, Monday through Friday, and employees are not required to work, the holiday shall be considered as a day worked for the purpose of computing overtime.

Section 4. Observance: In the event that any of the above enumerated holidays fall on a school day, another day shall be observed in lieu thereof.

Section 5. Eligibility: An employee must be assigned to a position which is scheduled a minimum of 20 hours per work week, and during at least 34 weeks per work year to be eligible for paid holidays established in this Article.

ARTICLE XI

RETIREMENT

Section 1. Retirement Contributions: The School District shall make such contributions to the Public Employees Retirement Association and to the federal social security program as are required by law.

Section 2 Payment for Sick Days at Retirement: Upon retirement, employees who have accumulated sick leave in excess of 120 days of sick leave and have banked these days will be paid 50% of the banked days at their rate of pay during the last full year of employment up to a maximum of 40 days.

Subd. 1. Eligibility: Eligible employees are those hired prior to July 1, 2007 who Irrevocably elected severance payments in lieu of tax-deferred match outlined in Article XI, Section 3.

Section 3. Tax Deferred Matching Contribution Plan

Subd. 1. Purpose. As an alternative to severance or early retirement pay, effective July 1, 2008, an annual School District contribution shall be payable to an eligible employee's tax-deferred 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 by August 1 in at least the amount that the employee is eligible to receive in Section 7 for the same period. The match will be pro-rated over the payroll periods in the year.

Subd. 4. Eligibility. Eligible child nutrition employees shall be those hired on or after July 1, 2007 and who have been actively employed for at least two (2) complete school years in ISD 197 as a regular, child nutrition employee and be actively employed 4 or more hours per day; and those child nutrition employees hired prior to July 1, 2007 who irrevocably elect the match in lieu of the severance payments outlined in Article XII Section 3 by December 31, 2007, and who have been actively employed for at least two (2) complete school years in ISD 197 as a regular, child nutrition employee and be actively employed 4 or more hours per day. An employee with a seniority date between July 1 and December 31 will be considered to have completed one year of service for TSA match eligibility purposes the following July 1.

Subd. 5. Vendors. The School District contribution and matching employee contribution will be made to a company of the employee's choice from the ISD 197 list of eligible tax shelter companies, subject to Section 2 of this Article. 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 match contribution shall be up to \$500 for each eligible child nutrition employee who works at least 8 hours per day. Eligible child nutrition employees who work less than 8 hours per day are eligible for a pro-rata match contribution using the same formula as is described for insurance in Article VIII, Section 3. The lifetime maximum contribution for any employee is \$6,000. The match contribution amount for the year will not be adjusted for employees that change hours after September 15 of each year.

Subd. 8. Claims Against the School District. The parties agree that any description of benefits contained in this Agreement is intended to be informational only and the management of the contributed funds is the responsibility of the company selected by the employee. It is further understood that the district's only obligation is to make contributions as specified in this Agreement and that no other claim shall be made against the district pursuant to this program.

ARTICLE XII

UNPAID LEAVES OF ABSENCE

Section 1. Leaves of Absence Without Pay:

Subd. 1. Upon written request to the School District, an unpaid leave of absence, not to exceed one year, may be granted by the School District. The School District's written permission shall specify the dates of departure and return. The Union shall be supplied copies of the request and permission. The employee's seniority, up to the date of departure, shall be maintained but there shall be no accrual of seniority during an unpaid leave of absence.

Subd. 2. An employee on an approved unpaid leave of absence of 30 days or less shall be reinstated to their former position. If the leave is for a period beyond 30 days the employee shall be returned to their former position or to a position of like classification and pay.

Subd. 3. An employee on an approved unpaid leave of absence may participate in the group insurance programs established by Article VIII, for which the employee is eligible, by paying 100% of the premium cost in advance each month. Participation in the group insurance coverages will terminate no later than as of the expiration of the approved unpaid leave of absence.

Section 2. Leave of Absence for Disability:

Subd. 1. Duration: Employees who incur a disabling injury or illness, which prevents them from performing their job duties and responsibilities, will be granted a leave of absence for disability without pay for up to 12 months from the date of expiration of sick leave or from the date of income protection benefit eligibility, whichever comes first.

Subd. 2. Extension of Leave: A leave of absence for disability will not be extended beyond 12 months unless there is positive evidence supported by medical opinion that the employee will be able to return to full-time active employment within a reasonable period of time.

Subd. 3. Insurance Participation: An employee on leave of absence for disability may participate in the group insurance coverage provided in this Agreement for which the employee is qualified by paying 100% of the premium cost in advance each month.

Subd. 4. Termination: At the expiration of the 12-month leave of absence for disability, the employee's employment will be terminated if the disability still exists and the leave has not been extended.

Section 3. Maternity Leave: The School District shall grant an unpaid leave of absence to a maximum of one (1) year to employees who request an unpaid maternity leave of absence in writing. The employee would return to a position with the same classification and same number of hours based on seniority. An employee shall return to his/her own position if the leave is for 12 weeks or less.

ARTICLE XIII
PROBATIONARY PERIOD

Section 1. Probationary Period:

Subd. 1. New Employees: All new employees shall serve a probationary period for the first 120 actual days worked and completion of SNA classes. Certificates of completion will be provided to the Child Nutrition Supervisor. During the probationary period the employee may be terminated at the sole discretion of the School District. In all other respects this Agreement shall apply to all employees unless specifically provided to the contrary.

Subd. 2. Promotions: An employee moving into a higher classification shall serve a probationary period of 40 days worked, commencing on the date the employee moves into the higher classification. During this probationary period, the School District may return the employee to the previously-held position, or the employee may elect to return to the previously-held position.

Section 2. Seniority: An employee who is continued on the payroll after completing the probationary period of employment shall be placed on the seniority list as of the most recent date of employment.

ARTICLE XIV **JOB POSTING**

Section 1. Intention: It is the intention of the School District to fill job vacancies from within the school district before hiring new employees, providing employees are available with the relevant qualifications and abilities determined by the School District, to fill the vacant position.

Section 2. Posting of Vacancies: When a job position covered by this Agreement is vacant, the vacancy will be posted for bid. All employees covered by this Agreement are eligible to bid. The posting of the vacancy shall contain an adequate description of the job duties, the rate of pay, and shall be posted for 5 work days.

Section 3. Filling Vacancies: The School District shall fill a vacant position with the senior applicant for the position who holds the stated mandatory base qualifications for the position which may include such things as demonstrated leadership ability, ability to get along with others, customer service orientation and performance history.

Section 4. Union Notice: Copies of all posted vacancies shall be furnished to the Union and a notice of the name of the person to whom the position was awarded shall be furnished to the Union within 14 calendar days after the close of the bid via email.

Section 5. New Position:

Subd. 1. In the event the School District creates a new position classification within the appropriate unit that is not covered by the position classification structure in the Agreement, prior to establishing the position, the School District shall indicate to the Union the classification and wage rate of the position, which shall be negotiated.

Subd. 2. All positions shall be bid in accordance with Section 1 and all employees covered by this Agreement shall be eligible to bid on such position.

ARTICLE XV
DISCIPLINE

Section 1. Discipline for Just Cause: The School District shall have the right to discipline employees for just cause.

Subd. 1. Disciplinary actions by the School District shall include only the following:

1.1 Oral reprimand

1.2 Written reprimand.

1.3 Suspension

1.4 Discharge

Subd. 2. Employees who are to be discharged or suspended shall be notified in writing of such action together with a statement of the reason(s) for such action, a copy of which shall be sent to the Union.

Section 2. Grievance Procedure: A written reprimand, suspension, or discharge of an employee may be processed through the procedure of Article XVII (Grievance Procedure).

ARTICLE XVI
SEPARATION FROM EMPLOYMENT

Section 1. Basis for Separation: An employee shall be considered separated from employment based on the following actions.

Subd. 1. Resignation: Employees resigning from employment shall give written notice of resignation at least 14 calendar days prior to the effective date of their resignations.

Subd. 2. Retirement: As provided by Article XI.

Subd. 3. Discharge: As provided by Article XV.

Subd. 4. Failure to Report to Work: Employees who fail to report for work for three consecutive work days, without notification to their supervisor, may be considered by the School District to have resigned.

Subd. 5. Failure to Return from a Leave of Absence: Employees who fail to return to duty at the expiration of an approved leave of absence shall be considered by the School District to have resigned, except in extenuating circumstances.

Subd. 6. Termination During Probationary Period: As provided by Article XIII.

Subd. 7. Lay-Off: If in the judgment of the School District it is necessary to reduce the work force, the employee in the affected position classification will be laid off first, but may replace the employee in the same or a lower pay position classification with the same or lower number of work hours, with less seniority, provided the employee has the qualifications to satisfactorily perform the job and has greater seniority. An employee who is displaced from a job as a result of the replacement procedure may replace an employee with less seniority in the same or lower position classification with the same or lower number of work hours provided such employee has the necessary qualifications and seniority.

7.1 Employees laid off shall be placed on a recall list for a period of one year.

7.2 The School District, upon rehiring, shall do so in inverse order of lay-off, provided that such employee has the job relevant qualifications and abilities for the position, as determined by the School District, which maybe grieved through the procedures of Article XVII.

ARTICLE XVII

GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A “grievance” shall be defined as an allegation by either of the parties to this Agreement or an employee which results from a dispute as to the interpretation or application of this Agreement.

Section 2. Representative: Either party to this Agreement may be represented during any step of the procedure by any person or agent designated by such party to act in their behalf.

Section 3. Definitions and Interpretations:

Subd. 1. Extension: Time limits specified in this Article may be extended by mutual agreement between the Union and the School District.

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to calendar days.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by this Article, 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. The date of the act, event, or default shall be that date upon which the grievant knew or should have known of the events or conditions on which it is based.

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

Section 4. Rules: The following rules shall apply to the processing of all grievances.

Subd. 1. Time Limitation or Waiver:

1.1 A grievance shall not be valid unless the grievance is submitted in writing to the Director of Operations setting forth the facts of the grievance, the specific provisions of the Agreement allegedly violated, and the relief requested within 15 days from the date the alleged grievance occurred. Failure to file within the 15-day period shall constitute a waiver of the grievance.

1.2 Failure to appeal a grievance from one level to another within the time period provided shall constitute a waiver of the grievance.

1.3 The time periods indicated at each step of the grievance procedure shall be considered a maximum and every effort shall be made to expedite the grievance procedure.

1.4 The time periods indicated at each step of the grievance procedure may be extended by mutual written consent.

1.5 Failure of the School District to respond within the time periods indicated at each step of the grievance procedure shall constitute a denial of the grievance and it may be appealed to the next step.

Subd. 2. Lost Time: Any loss of time by the grieving employee(s) or a representative to attend an arbitration hearing provided by Section 6 of this Article shall not be compensated by the School District.

Subd. 3. Confidentiality: Both parties to this Agreement agree that the grievance procedure proceedings will be kept as confidential as possible.

Section 5. Procedure: Grievances as defined in Section 1 of this Article shall be resolved in the following manner. The steps set forth must be followed in the order listed and within the time limits prescribed.

Step 1. The grievance shall be orally presented to the Child Nutrition Supervisor within five days of its occurrence or within five days from the date the employee should have known of the alleged violation. No resolution of a grievance in Step 1 shall be in violation of the Agreement. Within five days of the meeting with the employee, the Child Nutrition Supervisor shall respond orally stating the Supervisor's position concerning the grievance. If the grievance is unresolved in Step 1 it may be appealed to Step 2. A grievance to be appealed to Step 2 shall be reduced to writing stating the circumstances surrounding the grievance, the specific portions of the Agreement allegedly violated, and the relief requested within seven days of the Child Nutrition Supervisor's verbal response to the grievance.

Step 2. Upon the proper appeal of a Step 1 grievance the District's Director of Operations shall meet with the employee and the Union Business Representative within seven days of receiving the appeal, in an attempt to resolve the grievance. Within seven days of the meeting with the employee and the Union Business Representative, the Director shall respond in writing stating the School District's Step 2 position concerning the grievance. If the grievance remains unresolved it may be appealed to Step 3. A grievance to be appealed to Step 3 must be appealed in writing within seven days of the Director's Step 2 response.

Step 3. Upon the proper appeal of a Step 2 grievance the District's Superintendent shall meet with the employee and the Union Business Representative within seven days of receiving the appeal in an attempt to resolve the grievance. Within seven days of the meeting with the employee and the Union Business Representative, the Superintendent shall respond in writing stating the School District's Step 3 position concerning the grievance. If the grievance remains unresolved it may be appealed to arbitration. A grievance to be appealed to arbitration must be appealed in writing within seven days of the Superintendent's Step 3 response.

Section 6. Arbitration: Upon the proper appeal, a Step 3 grievance shall be submitted to arbitration in accordance with the following provisions:

Subd. 1. The appeal of a grievance to arbitration must be made in writing within seven days of the Superintendent's Step 3 response.

Subd. 2. Prior Procedure Required: No grievance shall be appealed to arbitration which has not been first duly processed in accordance with the grievance procedure,

unless mutually agreed upon by the School District and the Union to waive an intervening step or steps.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten days after the written request to arbitrate, attempt to agree on the selection of an arbitrator. If no agreement is reached either party may request the Bureau of Mediation Services to submit a list of arbitrators providing such request is made within twenty days after the request for arbitration. The failure to request a list of arbitrators from the Bureau of Mediation Services within the twenty-day time period shall constitute a waiver of grievance.

Subd. 4. Hearing: The grievance shall be heard by the selected arbitrator and both parties may be represented by such person or persons as they may choose and designate. The parties shall have the right to a hearing at which time they will have the opportunity to submit evidence, offer testimony, and make oral or written argument relating to the issue or issues before the arbitrator.

Subd. 5. Decision: The decision by the arbitrator shall be rendered in writing within 30 days after the close of the hearing. In cases properly before the arbitrator, the decision shall be final and binding on the School District, Union, and the employees, subject however, to the provisions of the P.E.L.R.A. of 1971, as amended.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to its representatives, witnesses, and any other expenses which the party occurs 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, the cost of the transcript or recording if requested by both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure, subject to the terms of P.E.L.R.A. of 1971, as amended. The arbitrator shall be without authority to add to, delete, or modify this Agreement in any way. The decision of the arbitrator shall be confined to the written grievance and shall be subject to the terms of this Agreement.

ARTICLE XVIII
DURATION

Section 1. Terms and Reopening of Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2019, unless provided otherwise herein, through June 30, 2021, and thereafter until modifications are made pursuant to the P.E.L.R.A. of 1971, as amended. If either party desires to terminate or amend this Agreement at its expiration, it shall give written notice of such intent no later than May 1, 2019. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 calendar days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete agreement between the School District and the Union as the exclusive representative of the employees. The provisions herein relating to the terms and conditions of employment supersedes any and all prior Agreements, resolutions, practices, School District's policies, rules or regulations concerning the terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: No matter relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall 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:

FOR:

Service Employees International Union
Local No. 284

Independent School District 197

Business Representative

By: _____
Its: Chair

Negotiator

By: _____
Its: Clerk

Negotiator

Dated: _____

Dated: _____

ATTACHMENT A

REPRINT OF ARTICLE VIII, SECTION 6 FROM THE 2017-2019 MASTER AGREEMENT WITH THE WEST ST. PAUL FEDERATION OF TEACHERS

Section 6. Health and Hospitalization Insurance: The School District will contribute to the premium cost of the group health and hospitalization insurance as follows:

Subd. 1. Individual Coverage: The School District will contribute on a monthly basis 100% of the lower premium individual option and 95% of the higher premium individual option for the 2017-2019 fiscal years, toward the premium for each full-time teacher employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. Enrollment in the plan will be accomplished the first day of the month following date of employment; or the effective date of open enrollment thereafter upon completion of all necessary forms.

Subd. 2. Two-Party Coverage: For the 2017-2019 fiscal year, the School District will contribute 85% of the lower premium two-party option and 80% of the higher premium two-party option, toward the premium for each full-time teacher employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan and who qualifies for two-party coverage.

Enrollment in the plan will be accomplished the first day of the month following date of employment; or the effective date of open enrollment thereafter upon completion of all necessary forms. Any additional cost of the premium will be borne by the teacher and paid by payroll deduction.

Subd. 3. Dependent Coverage: For the 2017-2019 fiscal year, the School District will contribute 85% of the of the lower premium family option and 80% of the higher premium family, toward the premium for dependent coverage for each full-time teacher employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan and who qualifies for dependent coverage.

Enrollment in the plan will be accomplished the first day of the month following date of employment; or the effective date of open enrollment thereafter upon completion of all necessary forms. Any additional cost of the premium will be borne by the teacher and paid by payroll deduction.

Subd. 4. Survivor Benefit: In the event of the death of a teacher, the spouse and/or dependent children may continue group insurance participation at district expense for one year from date of death, or to the extent authorized by law.

MEMORANDUM OF AGREEMENT

This Agreement is entered into by and between Service Employees International Union Local No. 284 representing Child Nutrition Employees and Independent School District 197.

Effective July 1, 2010, the parties agree to change the health and hospitalization insurance plan design for child nutrition employees to the same plan design that is offered to the West St. Paul Federation of Teachers. This plan redesign change does not include any changes to the definition of eligible dependents.

FOR:

Service Employees International Union
Local No. 284

Business Agent

Negotiator

Negotiator

Dated: _____, 2020.

FOR:

Independent School District 197

Director of Human Resources

Dated: _____, 2020.