

MASTER AGREEMENT

2021 - 2023

BOARD OF EDUCATION INDEPENDENT SCHOOL DISTRICT 191
BURNSVILLE, MINNESOTA

and

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 284
FOOD SERVICE EMPLOYEES BURNSVILLE-EAGAN-SAVAGE-PUBLIC SCHOOLS

2021 -- 2023
TABLE OF CONTENTS
Service Employees International Union Local 284

<u>ITEM</u>	<u>PAGE</u>
Annual Employment Basis	9
Association/Employee Rights	1
Basic Work Week	7
Bereavement Absence	6
Call Back	9
Court Appearance	9
Dental Insurance	4
Discipline	10
District Match (403b)	11
Duration of Insurance Participation	4
Duration of Agreement	13
Dues Check Off	2
Emergency Closing	8-9
Employee Rights	2
Family Illness Absence	6
Food Service Classes	3
Grievance Procedure	12
Hardship Cases	6
Health and Hospitalization Insurance	4
Holidays	8
Holiday Pay	8
Hours of Service	7
Job Posting	9
Jury Duty	9
Layoff Policy	10
Leave of Absence	5-6
Life Insurance	4
Longevity Pay	3
Long Term Disability	6
Long Term Disability Insurance	6
Mandatory Retirement	10
New Classification	4
Outside Experience Allowance	3
Overtime Hours	8
Overtime Pay	3
Part-Time Employee	7
Personal Absence	7
Physical Examination	9
Reduction of Hours	11
Recognition of Exclusive Representative	1
Retirement	11
Salary Schedule 2021-2023	2-3
Salary Step Increments	3
School Board Rights	1
Seniority	13
Shifts & Starting Time	7
Sick Leave	5
Summer Program	12

Temporary Salary Increments	3
Termination of Employment	10
Terms and Conditions of Employment	1
Uniforms	9-10
Worker's Compensation	5
Work Year	7-8

ARTICLE I

Section 1. Parties: THIS AGREEMENT is entered into between the School Board of Independent School District 191, Burnsville, Minnesota, and the Service Employees International Union Local 284. (Food Service Employees) in compliance with the Public Employment Labor Relations Act, to provide the terms and conditions of employment for Food Service 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. and the Bureau of Mediation Services order of November 12, 1982, Case No. 83-PR-329-A recognizes School Service Employees Local 284 as the exclusive representatives for Food Service Employees, as listed in the appropriate unit listed in Article III, Section 2, employed by the School Board of Independent School District 191.

Section 2. Appropriate Unit: The exclusive representative shall represent all such employees of the district contained in the appropriate unit as defined in Article III, Section 2, of this Agreement and the P.E.L.R.A.

ARTICLE III DEFINITIONS

Section 1. Terms and Conditions of Employment shall mean the hours of employment, the compensation, including fringe benefits, and the employer's personnel policies affecting the working conditions of the employees.

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the term Food Service Employees shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following: supervisory employees, part-time employees whose services do not exceed thirty – five percent (35%) of the normal work week, temporary, including substitute or seasonal employees whose services do not exceed sixty-seven (67) days per calendar year, and emergency employees. Included in the Unit are all Food Service Manager, Food Service Assistant Manager, and Food Service Associates. A normal work week shall be considered 35 hours per week.

Section 3. Other Terms not defined in the Agreement shall have those meanings as defined by P.E.L.R.A.

ARTICLE IV 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 District.

Section 3. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services and duties 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 the Agreement, and all provisions of this Agreement are subject to the laws of the State. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives of orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of Board rights and duties shall not be deemed to exclude other inherent management rights and managerial 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 V EMPLOYEE RIGHTS

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or the representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, 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 exclusive representative.

Section 2. Right to Join: Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment with the School Board.

Section 3. Dues Check Off: With the authorization of the employee, each employee shall have the right to request and be allowed dues check off for the Union. The employee request shall be in the form of a written authorization, online sign-up, or audio-recorded phone authorization submitted to the Union. The Union shall provide the District with the appropriate form of authorization (examples of appropriate form are: paper, electronic file, audio file) for dues/premier member dues deduction.

The School District agrees to honor and implement all the terms of dues check-off authorizations submitted by the Union and agreed to by the employee. The School District shall adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, procedure for revocation, amount of dues deducted (including premier member), and all other provisions agreed to by the employee as stated in the authorization, irrespective of the employee's membership in the Union. Such dues shall be remitted to the Union monthly.

Section 4. -The exclusive representative hereby warrants and covenants that it will defend, indemnify and save the school District harmless from any and all actions, suits, claims damages, judgments, and executions or other forms of liability, liquidated or un-liquidated, which any person may have, now or in the future, arising out of or by exclusive representative as provided herein.

Section 5. Upon request, the District shall make available to the Union a bargaining unit list of employees including name, address, work hours, work location, position, classification, wage schedule placement, and date of employment.

Upon request, the District shall make available to the Union a bargaining unit list of employees including name, address, phone numbers, work hours, work location, position, classification, wage schedule placement, and date of employment.

ARTICLE VI COMPENSATION

Section 1. Rates of Pay:

2021-2022

CLASSIFICATION	JOB DESCRIPTION	Step 1	Step 2	Step 3
LVL I	LVL I -- FOOD SERVICE ASSOCIATE	\$ 15.50	\$ 16.95	\$ 19.65
LVL II	LVL II -- FOOD SERVICE ASSISTANT MANAGER	\$ 18.90	\$ 20.00	\$ 21.95
LVL III	LVL III -- FOOD SERVICE MANAGER	\$ 23.30	\$ 24.50	\$ 26.15

2022-2023

CLASSIFICATION	JOB DESCRIPTION	Step 1	Step 2	Step 3
LVL I	LVL I -- FOOD SERVICE ASSOCIATE	\$ 15.85	\$ 17.30	\$ 20.05
LVL II	LVL II -- FOOD SERVICE ASSISTANT MANAGER	\$ 19.30	\$ 20.40	\$ 22.40
LVL III	LVL III -- FOOD SERVICE MANAGER	\$ 23.80	\$ 25.00	\$ 26.70

The Food Service Manager at the high school will earn \$1.50 per hour in addition to the hourly rate listed for the Food Service Manager. The Food Service Manager at each middle school will earn \$.50 per hour in addition to the hourly rate listed for the Food Service Manager.

Section 2. All contracted food-service employees will be paid over 24 pay periods (9/15-8/30).

Section 3. Effective July 1, 2021, Employees who attain and maintain School Nutrition Association Certification Level I shall receive \$.50 per hour above schedule. Employees who attain and maintain School Nutrition Association Certification Level II shall receive \$.65 per hour above schedule. Employees who attain and maintain School Nutrition Association Certification Level III shall receive \$.85 per hour above schedule. Employees who attain and maintain School Nutrition Association Certification Level IV shall receive \$1.00 per hour above schedule. When a certificate of completion from the School Nutrition Association is submitted to the Food Service Director within 90 days, pay adjustment will be made beginning on the following pay period per date of certification. The Food Service Director or designee will inform new employees of training opportunities.

School Nutrition Association Certification Level	Amount per hour above schedule
Level 1	\$.50
Level 2	\$.65
Level 3	\$.85
Level 4	\$1.00

Section 4. Other Food Service Classes: All employees shall be required to complete a SNA-Approved Nutrition Education Core Class and SNA-Approved Food Safety and Sanitation Core Course or equivalent as specified by the Food Service Director and become certified and maintain certification at Level I. New employees must complete the course within the first ninety (90) working days of their employment. Employees shall have SNA/MSNA Membership rights and SNA certification renewal fees covered through the district at no cost to the employee. Managers shall have the MN Food Service Manager Certificate renewal fee covered through the district at no cost to the employee. All costs for classes, initial certifications, and initial licenses are the responsibility of the employee. Compensation for additional course work shall be at the Food Service Director discretion.

Section 5. Longevity Pay: Effective July 1, 2020, employees with five (5) years of District service in the unit shall receive an additional \$.55 per hour above base rate for the classification currently held. Employees with ten (10) years of District service in the unit shall receive an additional \$.80 per hour above base rate for the classification currently held. Employees with fifteen (15) years of District service in the unit shall receive an additional \$1.05 per hour above base rate for the classification currently held. Years of service for purposes of this Section shall mean full years of service except that the first year of service shall be counted if employment began prior to January 1 of that first year of service.

Longevity upon completion of service years in unit	Amount per hour above schedule
Completion of five (5) years	\$.55
Completion of ten (10) years	\$.80
Completion of fifteen (15) years	\$1.05

Section 6. Salary Step Increments: Employees shall advance to the next step on July 1, provided they have started by January 1st of the current calendar year.

Section 7. Temporary Salary Increments: Temporary Salary Increments: Regular, contracted employees who are assigned to fill the position of Food Service Manager or Food Service Assistant Manager on a temporary basis shall receive the higher rate of pay for all work performed in the higher paying classification provided they work the entire shift at a higher level.

Employees who work in a temporary assignment for at least 30 consecutive days will earn pay and leave accrual of that position for the period of time that they are in the position. They will revert back to their regular hours and leave accrual once the position has been filled. Leave shall be paid out at the rate of pay and number of hours of the temporary position (if accrued leave is available), while the employee is in the temporary assignment.

If an employee who works in a temporary assignment for at least 30 consecutive days and takes a personal day while in that assignment and the employee does not have sufficient personal leave accrued to cover the absence, the remainder shall be taken from sick leave absence, if available. Sick leave will be decremented only if the employee has not yet used any personal days during that school year. If sick leave absence is not available, the remainder of the time shall be unpaid.

Section 8. Outside Experience Allowance: Administration may place newly appointed but experienced personnel on a step above the starting salary if deemed necessary and in the best interests of the School District.

Section 9. Overtime Pay: All services rendered on an overtime basis shall be paid at one and one-half (1 ½) times the employee's regular hourly rate except on Sundays and holidays. Overtime on Sundays and holidays shall be compensated at double time the employee's regular hourly rate. A minimum of two (2) hours pay shall be paid when an employee is assigned to work on Sundays or holidays.

Section 10. Move to a New Classification: Employees moving into a different classification shall enter the new classification at the same step as they presently hold.

ARTICLE VII GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School Board.

Section 2. Health and Hospitalization Insurance:

Food Service employees who are employed four or more hours per day as of July 1, 2010 are eligible for insurance as described below. Current food service employees who work less than four hours per day as of July 1, 2010 and all employees hired on or after July 1, 2010 must work at least 6 hours per day in order to be eligible for insurance.

- Subd 1. Single Health and Hospitalization Insurance: The District will contribute an amount equal to 95% of the composite premium for an eligible employee who enrolls the single plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$1,000 shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.
- Subd 2. Dependent Health and Hospitalization Insurance: The District will contribute an amount equal to 70% of the composite premium for an eligible employee who enrolls in the dependent health insurance plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$2,000 shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.
- Subd 3. Both Spouses Employed: If an eligible employee and his/her spouse are both employed by the district full-time and are enrolled in dependent coverage, either the husband or the wife will contribute an amount equal to 5% of the single composite premium towards family coverage.

Section 3. Dental Insurance:

- Subd. 1. Single coverage: The school district shall provide individual dental coverage for each full-time employee who enrolls in the plan. Benefits shall be in accordance with the insurance policy purchased by the School District.
- Subd. 2. Dependent coverage: Dependent coverage shall be available to each employee eligible for single coverage. The costs of dependent coverage shall be paid by the employee via payroll deduction. Employees eligible for dependent coverage must enroll before the inception day or within thirty (30) days of becoming eligible for dependent coverage. Failure to apply for coverage on the inception date or upon becoming eligible shall result in the forfeiting of future rights to dependent coverage. However, the following are exceptions to the previous sentence: A period of open enrollment scheduled by the employer or a change in status triggered by a qualifying event.

Section 4. Duration of Insurance Participation:

An employee is eligible for participation as provided in this Article as long as the employee is employed by the School District. In the event an employee is disabled and unable to work, the district will continue to make contributions as per the contract, for one year from the time an employee goes on LTD. In the event an employee is permanently disabled and unable to return to work, they may continue to participate in the District's plan at their own expense as per Minnesota Statute. Employees who are receiving a P.E.R.A. disability benefit or are receiving an annuity from PERA or have satisfied the age and service requirements and are eligible to receive an annuity from PERA may remain on the District's health insurance plan until eligible for Medicare.

Upon termination of employment, participation shall cease, subject to statutory and insurance company regulations.

Section 5. Life Insurance:

Effective July 1, 2010 employees who work four (4) or more hours per day shall be provided with life and dismemberment insurance coverage in the amount of \$50,000 at District expense. Insurance is to be subject to the insurance company's terms and conditions.

Section 6. Long Term Disability Insurance:

The District will furnish income protection insurance which takes effect after a qualified absence. Conditions are subject to the insurance

company's terms and conditions.

ARTICLE VIII LEAVES AND ABSENCES

Section 1. All Leaves and Absences:

- Subd. 1. It is the responsibility of administration to prevent or remedy any abuse of policies on leaves and absences.
- Subd. 2. When administration has reason to believe that policies on leaves and absences are being abused, special action, investigation, and/or questioning, is obligatory for the benefit of all concerned. When such action is taken, the Union shall be so informed.
- Subd. 3. Leave time will be prorated for the first year if the hire date is after the beginning of the work year. Proration shall be applied by the number of work days remaining divided by the total number of work days.

Section 2. Sick Leave Absence:

- Subd. 1. All Food Service Employees shall earn sick leave absence at the rate of one (1) day for each month of service in the employ of the School District for a total of ten (10) days per year.
- Subd. 2. Unused sick leave absence days may accumulate to a maximum credit of ninety (90) days of sick leave absence per employee.
- Subd. 3. Sick leave absence with pay shall be allowed by the School District whenever an employee's absence is found to have been due to illness which prevented attendance and performance of duties on that day or days.
- Subd. 4. Sick leave absence allowed shall be deducted from the accrued sick leave absence upon submission of proper form.
- Subd. 5. Sick leave absence pay shall equal the current rate being paid or at the scheduled rate if absence is needed at the beginning of the work year.
- Subd. 6. At the beginning of each school year each employee shall be furnished an updated accounting of sick leave absence accumulation.

Section 3. Worker's Compensation:

- Subd. 1. The district will supplement the difference between the compensation received pursuant to the Worker's Compensation Act and the employee's regular rate of pay with accumulated sick and/or vacation time for employees who remain on payroll.
- Subd. 2. A deduction shall be made from the employee's accumulated personal illness leave accrual time according to the prorata portions of days of personal illness absence time which is used to supplement Worker's Compensation.
- Subd. 3. Such payment shall be paid by the School District to the employee only during the period for which the employee is receiving worker's compensation payments.
- Subd. 4. In no event shall the additional compensation paid to the employee by virtue of personal illness absence 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 shall receive the worker's compensation check and have the same amount withheld from District compensation.

Section 4 Long-Term Disability:

- Subd. 1. Income Protection coverage will be provided to each eligible employee at District expense. Disability pay and the qualifying period will be governed by the policy in effect. The district will supplement long term disability payments with accrued sick leave for the period of time that runs concurrently with FMLA or 60 working days.
- Subd. 2. Such payment shall be paid by the School District to the employee only during the period of disability.
- Subd. 3. In no event shall the additional compensation paid to the employee by virtue of personal illness absence result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

Section 5. Hardship Cases: Administration reserves the right to extend sick absence benefits or waive requirements in special hardship cases. Such consideration shall be governed by length of service.

Section 6. Family Illness: Three (3) days per year, non-cumulative, for serious illness and/or hospitalization of spouse, children, parents or former guardian of the employee that requires the personal attention of the employee. There shall be no age limit on children. Administration reserves the right to advance family illness leave in special hardship cases. Such consideration shall be governed by length of service.

Section 7. Bereavement Absence:

- Subd. 1. Up to five (5) days per event shall be granted for a death in the immediate family. Immediate family shall include spouse, children, step children, parents, step parents or former guardians, significant other, grandparents, grandchildren, brother, sister and in-laws of a similar degree of relationship.
- Subd. 2. When travel is involved, another two (2) days may be granted by administration for bereavement.
- Subd. 3. Up to three (3) days shall be granted by administration for bereavement for aunt, uncle, nephew, or niece.

Section 8. Leave of Absence:

- Subd. 1. After one (1) year of employment personal leaves of absence for acceptable causes without pay or any supplemental benefits, may be requested for periods up to twelve months subject to recommendation by administration and Board of Education approval.
- Subd. 2. Answers to requests for leave for extended period will be made in writing, subject to Board approval at the next regular Board meeting.
- Subd. 3. Requests shall be submitted as early as possible and in writing, dated and signed, shall include reasons for request and approximate duration of the requested leave.
- Subd. 4. Answers to written requests for emergency leave shall be given in writing as quickly as possible.
- Subd. 5. Holidays that fall during leaves do not qualify for compensation.
- Subd. 6. No benefits shall accrue while on personal leave; however, seniority shall continue to accrue for a maximum of one (1) year while an employee is on LTD leave.
- Subd. 7. Employees will be granted up to a (1) one year leave of absence if eligible for long-term disability. If an employee is permanently disabled and unable to return to work, they can submit a resignation and retain eligibility for severance. They may request a leave extension.
- Subd. 8. Employees hired to replace an employee on leave shall be on probation for a period of time equal to the duration of the leave.

Section 9. Personal Absence: After completion of the probationary period, employees earn one (1) personal leave day per year. Personal days may accrue to a maximum of three (3) days. With prior approval of the Director of Food Service, personal absence leave may be used on an hourly basis. The time allotted for personal leave will be based on the number of hours the employee is regularly scheduled to work at the time of the request.

Section 10. An employee who as of July 1 (a) has accumulated leave time in excess of seventy-five (75) hours determined as of June 15th of the same tax year, and (b) has taken one (1) or less leave days in the current school year shall have sufficient leave days converted at the rate equal to five hundred dollars (\$500) which shall be contributed to an active ISD 191 approved 403(b) plan as of September 15th payroll.

An employee who as of July 1 (a) has accumulated leave time in excess of seventy-five (75) hours determined as of June 15th of the same tax year, and (b) has taken more than one (1) leave day up to three (3) leave days in the current school year shall have sufficient leave days converted at the rate of pay equal to three hundred dollars (\$300) which shall be contributed to an active ISD 191 approved 403(b) plan as of September 15th payroll.

Effective July 1, 2020, additionally an employee who as of July 1 (a) has accumulated leave time in excess of seventy-five (75) hours determined as of June 15th of the same tax year, and (b) has taken three (3) or less leave days in the current school year will be granted one (1) Emergency Closure Day equivalent to their regularly scheduled hours to use only when an emergency closure has been issued by the Superintendent. Emergency Closure Days can accumulate up to twenty-four (24) hours and are non-transferrable.

An employee that takes more than three (3) leave days during the measurement period is not eligible for the conversion of leave days to a 403(b) contribution.

"Leave days" include all absences except Bereavement and paid days substituted for unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), as amended.

Effective July 1, 2021 the conversion rate for leave days shall be one hundred dollars (\$100) per day.

ARTICLE IX HOURS OF SERVICE

Section 1. Basic Work Week: A regular work week shall consist of forty (40) hours, inclusive of lunch.

Section 2: Part-Time Employees: The School District reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis. When possible, casual employees shall be allowed to fill in for absent employees.

Section 3: Shifts and Starting Time:

- Subd. 1. Food Service Employees are employed on an hourly basis. Regular hours of work are determined by the Director of Food Services.
- Subd. 2. Break Procedures: Employees working four (4) hours, but less than six (6) hours per day shall receive fifteen (15) minutes of paid break. Employees working six (6) hours but less than eight (8) hours per day shall receive thirty (30) minutes of paid break. The thirty (30) minutes may be taken as two fifteen (15) minute breaks or as one thirty (30) minute break. Employees working eight (8) hours per day shall receive an additional fifteen (15) minute paid break. Hours scheduled (start and end time of shift) will be inclusive of paid break periods.
- Subd. 3. When an employee works additional hours for a period of at least 67 days, the employee's pay contract will be increased for purposes of sick leave, holidays, and insurance.
- Subd. 4. On a day when an individual school does not serve lunch due to an early release, food service staff desiring their regular hours will be assigned to another building for that day.

Section 4: Work Year:

- Subd 1. The Food Service Employees' work year shall correspond with the official school calendar, plus two (2) days prior to the opening of school, the day after the end of the school year and every school day between these dates if cafeteria services are requested. Needs for cafeteria services are to be determined on a per-building basis.

Additional workshop days may be held when deemed necessary by administration. At least one (1) week notice shall be given if additional workshop days are scheduled.

- Subd 2. This Agreement pertains to school year "work year" only. Any changes in patterns of school attendance affecting the summer months shall be made independent of this Agreement.
- Subd. 3. Up to two (2) appointed or elected representative to a position of leadership in SEIU Local 284 shall be granted time away from their workplace without pay, in order to represent the membership of their bargaining unit.

Section 5. Overtime Hours:

- Subd. 1. Work performed in excess of forty (40) hours per week shall be compensated for at the overtime rate of one and a half the hourly rate.
- Subd. 2. Time worked after the employees' normal shifts terminates for events not related to the normal school meal; i.e., athletic banquets, civic dinners, etc, is considered overtime of one and a half the hourly rate for all employees who work such events.
 - a. Administration shall assign personnel to work these functions from a list of employees at the building where the event is to take place. Acceptance of the assignment shall be at the discretion of the employee.
 - b. In the event that all food service employees at the building decline the assignment, administration will offer the assignment to other employees as needed based on district wide seniority. Acceptance of the assignment shall be at the discretion of the employee.
 - c. In the event that an insufficient number of volunteers are available to staff an event, the Food Service Director shall assign the additional staff needed. The Food Service Director will make a reasonable effort to avoid involuntary assignments of staff with family or personal schedule conflicts. Three (3) days' notice prior to the event will be given.
- Subd. 3. The Food Service Director's approval must be given prior to working overtime.
- Subd. 4. Employees must be certified to SNA Level I in order to be assigned to work special functions or overtime hours.

ARTICLE X HOLIDAYS

Section 1. Recognized Holidays: Employees under this Agreement shall receive holiday pay on the following eight (8) holidays: Labor Day, Thanksgiving and the day following, Christmas Eve Day, Christmas Day, New Year's Day, Memorial Day, and one floating holiday. The floating holiday will be scheduled with the approval of the employee's immediate supervisor.

Section 2. Eligibility: To be eligible for holiday pay, an employee must have worked the regular work day before and after the holiday unless the employee is on a paid excused leave of absence pursuant to this Agreement.

Section 3. Holiday Pay: Holiday pay shall equal the current regular hourly wage earned by each employee.

Section 4. July 4th: Employee's working the summer program shall receive pay for the July 4th Holiday equal to their summer daily rate of pay.

ARTICLE XI EMERGENCY CLOSING

Section 1. Emergency Closing:

- Subd. 1. If, after arriving on the job, the employee is dismissed by the Executive Director of Human Resources, each employee's average day's wages shall be paid, per the regular assignment.
- Subd. 2. When the decision is made that facilities will not be open for any emergency, including inclement weather, it will be announced as per the District 191 emergency school closing regulations published and distributed in November of each year. When such announcement is made, food service employees are not to report. The first emergency closing day will be paid. If additional closing days occurs due to an emergency, which includes

inclement weather, food service employees may first use personal business days for such absences beyond their control. Personal sick leave days may be used after personal days. The first announcement shall be requested to be made by 6:30 a.m.

- Subd. 3. If one or more buildings, but not all buildings in the District, are closed for any emergency, administration shall notify the Food Service Manager, who is then responsible for notifying the crew of that building or buildings. When so notified, food service employees are not to report. The first emergency closing day will be paid. If additional closing days occurs due to an emergency, which includes inclement weather, food service employees may first use personal business days for such absences beyond their control. Personal sick leave days may be used after personal days.

ARTICLE XII EMPLOYMENT

Section 1. Annual Employment Basis: Employees covered by this Agreement who work only the normal school year and only as needed during the summer months shall be considered as employees for the full fiscal year.

Section 2. Call Back: The Food Service Manager is responsible for eliminating losses because of perishables. If school is closed and some work must be done, the Food Service Manager will check with the Food Services Director for determination if work is necessary. Pay will be the actual time worked at regular rate with a minimum of two (2) hours.

Section 3. Job Posting:

- Subd. 1. During the school year, job vacancies will simultaneously be e-mailed to kitchen managers and posted on the District website for a period of five working days. Kitchen managers will forward information to all employees at each site. Internal applicants for assistant Food Service Manager and Food Service Manager shall receive interviews.
- Subd. 2. New positions or vacancies shall be posted on each kitchen bulletin board for a period of five (5) workdays. The posting shall include the position, job description, hours, and location of the job.
- Subd. 3. Seniority, ability, and job performance will be considered in filling posted positions. Administration reserves the right to final decision.
- Subd. 4. New employees and employees selected to fill posted positions at a higher level shall be on a probationary status for a period of ninety (90) days. Employees who have been promoted to a higher level position and are not successful in this position will be returned to a vacant position in their previous classification. Employees returning to a previously held classification and hours need not serve a new probationary period.
- Subd. 5. Posted vacancies will be filled as soon as possible but not later than within six (6) weeks.
- Subd. 6. Consistent qualifications shall be established for all positions and shall be consistently included on the job posting.
- Subd. 7. The union steward(s) shall also be notified of all staffing changes and changes to hours. The Steward shall keep the information confidential.

Section 4. Physical Examinations: Physical exams, chest x-rays or Mantoux tests which are given by the District shall be paid for by the District.

Section 5. Jury Duty: Employees shall be paid the difference between their regular daily wage (per Personal illness absence pay calculation) and their jury duty pay if required to serve on jury duty.

Section 6. Court Appearances: Employees shall receive regular pay when subpoenaed to appear in court unless the employee has initiated the action.

Section 7. Uniforms:

- Subd. 1. New employees will be reimbursed for uniform expenses upon successful completion of the probationary period. The District will provide \$85 dollars after successful completion of the first half of the probationary period and

another \$85 after successful completion of the second half of the probationary period. The district will not provide more than the amount identified in Subd. 2 in any given school year.

- Subd. 2. Effective July 1, 2015, the District will provide an annual uniform allowance of \$170.00 for all active returning Food Service Employees who are members of this Unit on September 15.

Section 8. Termination of Employment:

- Subd 1. Voluntary Termination: Employees are required to submit written resignations at least two (2) calendar weeks prior to the effective date in order to terminate their employment in good standing.
- Subd 2. Termination of Employment (Involuntary)
- a) Probationary Employees: All employees who have worked for less than ninety (90) days are considered probationary employees and can be dismissed by administration.
 - b) Regular, contracted Employees: All employees who have worked ninety (90) days are considered regular, contracted employees and can be dismissed by administration. Dismissals based on performance evaluation shall be subject to the grievance procedures up to and including arbitration.
- Subd. 3. Discipline: The administration will discipline employees for just cause only. Discipline will normally be in the following form:
- a) Letter of Reprimand
 - b) Letter of Deficiency
 - c) Suspension
 - d) Discharge

Section 9. Mandatory Retirement: The District will comply with applicable federal and state laws.

Section 10. Layoff: If conditions warrant reduction of staff, as determined by administration, the last persons employed shall be the first to be released. Provided, however:

- a) When two (2) or more employees are hired at the same time, certified employees shall be deemed to be senior to non-certified employees.
- b) In the event the affected employees who are hired at the same time are all certified, seniority ranking shall be determined by certification dates.
- c) In the event the affected employees who are hired at the same time are not certified, seniority ranking shall be determined by a drawing of numbers by each affected employee. The employee drawing the lowest number shall have the highest seniority.

Each affected employee shall receive two (2) weeks' notice, or pay in lieu thereof.

- Subd 1. Bumping in Lay-Off: In the event conditions necessitate a reduction of bargaining unit employees within any position title classification, the following procedure will be used:
- 1. The least senior person in any level based on benefit eligibility and the employee's seniority pursuant to Section 10 of this Article to be reduced will be the first one laid off, and the next in line would follow, and so on, until the reduction has been met, providing the remaining employees have the qualifications, certifications and license to perform the work required.
 - 2. The Bumping process is designed to allow a displaced senior employee the ability to maintain their level, benefits, and hours if there is a less senior employee with the same level, benefits, and hours. This is referred to as hold-harmless.
 - 3. A vacancy is considered the least senior employee at that level until all vacancies are filled.
 - 4. A displaced senior employee may bump the least senior employee that will keep the displaced senior

employee hold-harmless.

5. A displaced senior employee may not increase their level in the bumping process.
6. If a displaced senior employee is not able to bump a less senior employee and remain hold-harmless, then the displaced senior employee may bump the least senior employee within the level with more hours to protect their level as long it does not change their benefit status in the bumping process. A less senior employee with benefits may not be bumped by a more senior employee without benefits.
7. If a displaced senior employee does not accept a hold-harmless position, they may bump the next less senior employee at their site and accept a lay-off for a reduction in level, hours, and/or benefits.
8. If an employee is displaced as the result of school closure, starting with the highest level, the employees will follow the bumping process. If more than one school closes, the most senior employee, starting at the highest level, will have first choice of the least senior position that will keep the senior employee hold-harmless or bump the next less senior employee and accept a lay-off for a reduction in level, hours, and/or benefits.
9. Benefit eligibility and position by level shall be the determining factors. A less senior employee may not displace a senior employee.

Subd 2. Notice of Recall: If within one (1) year from date of lay-off, the working force is subsequently enlarged, the reverse procedure will be used to rehire. The last one laid off will be the first offered the position and so on until the number to be reemployed is reached. If an employee turns down the offer to be reemployed, the employee forfeits any further rights to rehire. Employees on lay-off for one (1) year or less shall continue to accrue seniority and when returned to work shall be placed in the appropriate wage step. The right of recall shall exist through September 30 of the year following lay-off.

Section 11, Reduction of Hours: In reducing employees' hours due to lack of work, the hours will be reduced based on seniority and the needs of the school. No bumping into other classifications or at other schools shall be permitted. In the event the affected employees are hired at the same time, Article XII, Section 10, a, b, and c, shall apply. If an employee who is covered under the District's insurance plan has their hours reduced below the required number for insurance coverage, they shall be allowed to continue to receive the same coverage and contribution as before the reduction for the remainder of the school year. Within any single building, no position of three (3) hours or more will be reduced or eliminated until all positions of less than three (3) hours within that building are eliminated.

ARTICLE XIII FOOD SERVICE RETIREMENT TRUST (403B PLAN)

The purpose of the 403(b) plan is to encourage employees to develop a financial plan for their future by providing funding, which would have otherwise been available at retirement, for investment during the course of employment with the District. This plan will require participation by the employee, coupled with a matching contribution from the District.

Plan A:

- Subd 1. ELIGIBILITY: Employees who were members of the unit prior to April 18, 1996 will have a two-month window to elect to move from Plan A to Plan B. The election window extends from May 1, 2002 to July 1, 2002. Once selected an employee is committed to that plan.
- Subd 2. Employees who have served ten (10) or more years in this unit shall receive a one-time lump-sum payment upon termination, provided employment began before July 1, 1998. An employee qualifies for a payment of \$600 if they have worked five (5) or more hours per day during the last year of employment. An employee qualifies for a payment of \$400 if they have worked less than five (5) hours per day during their last year of employment.
- Subd 3. Employees who have served fifteen (15) or more years in this unit shall receive a one-time lump sum payment of \$800.

Plan B:

- Subd 1. ELIGIBILITY: A District match to a 403(b) program is available to employees who opted for Plan B of Article XII during the open window timeframe as described in Section 12, Plan A, Subd 1 and are beginning their fourth (4th) year of work in the District at .5 FTE or more. Employees hired on or after April 19th, 1996, shall be eligible to participate in the 403(b) plan, and shall not be eligible for the Early Retirement benefits under Plan A.
- Subd 2. Any employee on unpaid leave of absence shall not be eligible to participate in the plan.

- Subd 3. Once an eligible employee elects to participate in the 403(b) annuity matching program, said election is for that school year and will continue each subsequent year unless modified by the employee.
- Subd 4. AMOUNT OF MATCHING CONTRIBUTION: Effective July 1, 2018, the District shall match up to \$750 (seven hundred fifty dollars) per school year of the employee's contribution to the 403(b) plan.
- Subd 5. MAXIMUM DISTRICT CONTRIBUTION: The amount the District shall contribute to any employee's 403(b) plan shall not exceed Twenty thousand dollars (\$20,000.00) during the time of the employee's employment with the District.

ARTICLE XIV SUMMER PROGRAM

Section 1 If the district runs a summer program that requires district food service to prepare and provide meals, the position will be posted. The successful candidate must have their food manager certification issued by the MN Department of Health. Preference will be given to food service staff at who's building the program is housed. The successful candidate will receive base Food Service Manager pay + any differential or their current rate, whichever is higher. Leave benefits do not accrue during summer hours.

Section 2 If additional staff is needed, they shall be paid at the Food Service Associate lane and their current step of pay + any differential.

Section 3 Subs shall be paid at the rate established by the District. Effective July 1, 2015, if a Food Service Associate subs, they shall be paid on the Food Service Associate lane according to the step they were on during the school year that just completed. If a Food Service Manager subs for another Food Service Manager, they shall be paid on the Food Service Manager lane according to the step they were on during the school year that just completed.

Section 4 The District may hire student workers to do meal counts and clean tables at a seasonal rate of pay as established by the District.

ARTICLE XV GRIEVANCE PROCEDURE

Section 1. A claim by an employee or the exclusive representative that there has been a violation, misinterpretation or misapplication of any provision of this agreement may be processed as a grievance as hereinafter provided.

Section 2. Level I: In the event that an employee or the Union believes there is a basis for a grievance, the employee shall complete the District grievance form and submit a copy to the grievor and another copy to the Human Resources Office within twenty (20) working days of the alleged grievance.

The grievor shall meet with the grievant within ten (10) working days of the receipt of the completed proper form and render a written decision within five (5) working days of the meeting. A copy of the decision will be sent to the Human Resources Office for inclusion in the grievant's file.

Section 3. Level II: In the event the grievant is not satisfied with the decision rendered at Level I, the grievant may appeal, in writing, to the Executive Director for Human Resources within five (5) working days after the decision in Level I has been rendered and disseminated. Within ten (10) working days upon receipt of the appeal, the Executive Director for Human Resources shall meet with the grievant. The Executive Director for Human Resources shall respond, in writing, within fifteen (15) working days after the meeting. Before rendering a negative decision, the Executive Director of Human Resources shall consult with the Superintendent.

Section 4. Level III: If the employee is not satisfied with the disposition of the grievance by the Executive Director for Human Resources, the alleged grievance may be submitted to arbitration. Notification of dissatisfaction shall be made, in writing, to the Superintendent of Schools within ten (10) working days after decision has been rendered.

The dispute will be submitted to an arbitrator selected and agreed upon by both parties. If the parties cannot agree upon an arbitrator within five (5) working days from the notification date that arbitration will be pursued, the Bureau of Mediation, in accord with its rules, shall govern the arbitration proceeding. The arbitrator shall have no power to alter, add to or subtract from the express terms of this contract. Both parties agree to be bound by the award of the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the parties.

Section 5. The employee may have a Union representative either join or represent her at any level at the employee's discretion.

Section 6. If a grievance is not presented or transmitted within the time limits set forth above, it shall be considered "waived." The time limit in each step may be extended by mutual written agreement of the parties.

Section 7. Notwithstanding the expiration of the agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

Section 8. No reprisals of any kind will be taken by the Board or the school administration against any employee because of her participation in this grievance procedure.

Section 9. When mutually agreed, grievances may be heard during the school day. The District agrees to pay the regular salary for up to three (3) employees per grievance who participate in a grievance during the school day. Additional employees up to seven (7) per grievance may be available for grievances held during the school day at no pay from the district.

Section 10. The Executive Director of Human Resources may appoint a designee to act at Level II.

ARTICLE XVI SENIORITY

Section 1. Definition Seniority shall mean continuous length of service from the first day of work in a permanent position in this unit based upon the date of board approval. Upon request, the union steward will be provided with a seniority list.

ARTICLE XVII DURATION

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

Section 2. Effect: This Agreement constitutes the full and complete agreement between the School Board and Exclusive Representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all 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 terms and conditions of employment, whether or not referred to in this agreement, shall not be open for negotiations during the term of the Agreement.

Section 4. Severability: The provisions of the 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.

Master Agreement
2021-2023
Board of Education
Independent School District 191

And


Service Employees International Union Local 284
Food Service Employees

FOR: School Service Employees

FOR: Independent School District 191


Contract Organizer


Board Chair


Union Steward


Board Clerk

10/6/21
Date


Chief Negotiator

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and SEIU LOCAL 284 (hereinafter referred to as the Union), representing the Food Service Employees of the School District as follows:

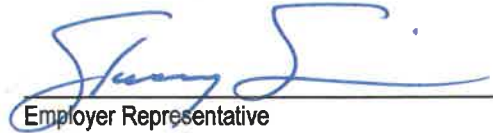
1. The parties have entered into a collective bargaining agreement covering the period July 1, 2021 through June 30, 2023.
2. Management and staff agree that adequate staffing in district kitchens is an important factor in service quality and employee satisfaction. In order to work cooperatively toward improvements in this area, management and the Union shall each appoint up to four (4) representatives to a Joint Labor/Management Kitchen Staffing Committee. Management's appointees shall include the Director of Food Service and the Director of Human Resources. The Union's appointees shall include the union Steward(s). The committee shall meet at least three (3) times per school year during the duration of this agreement. The goal of the committee shall be to produce annual written recommendations to the Cabinet on improvements to areas including, but not limited to, staffing levels in kitchens, recruitment of new staff, recruitment and training of substitutes and methods for assigning substitutes.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2023.

SEIU LOCAL 284
450 Southview Blvd.
South St. Paul, MN 55075-2395

Independent School Dist. 191
200 W. Burnsville Parkway
Burnsville, MN 55337


Union Representative


Employer Representative

Dated: 10/6/21

Dated: 10/7/21

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and SEIU LOCAL 284 (hereinafter referred to as the Union), representing the Food Service Employees of the School District as follows:


1. The parties have entered into a collective bargaining agreement covering the period July 1, 2021 through June 30, 2023.
2. All Foodservice employees are eligible to receive a \$400 referral bonus for any new candidate they refer for a regular school year Food & Nutrition Services position, under the following conditions:
 - i. The candidate is selected for employment and successfully passes the probationary period and is retained for employment.
 - ii. The candidate was not a current substitute or employee of the district when they applied for the position.
 - iii. The candidate identified the foodservice employee who referred them in the hiring process.
3. If these conditions are met, a bonus of \$400 dollars shall be paid to the referring employee within thirty (30) days of the new employees' completion of probation.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2023.

SEIU LOCAL 284
450 Southview Blvd.
South St. Paul, MN 55075-2395

Independent School Dist. 191
200 W. Burnsville Parkway
Burnsville, MN 55337


Union Representative


Employer Representative

Dated: 10/6/21

Dated: 10/7/21

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and The Food Service Employees (hereinafter referred to as the Union), representing the Food Service Employees of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2021 through June 30, 2023.
2. The Union and the School District agree the service provided by "Amplify" is an independent option for certain healthcare services separate from the District's medical insurance plan. This service provides no aggregate value to the medical insurance coverage provided to district employees. The "Amplify" service was added to provide employee choice for care as an independent option to the medical insurance coverage and is completely dependent on "Amplify" being able to provide their services to district employees. This service is unrelated to the District's medical insurance plan.
3. The School District may end its relationship with "Amplify" at any time and it is understood that the termination of that relationship does not impact the aggregate value of the District's medical plan or negotiated employee benefits.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2023.

Food Service Employees
Burnsville, MN 55337

Independent School Dist. 191
200 W. Burnsville Parkway
Burnsville, MN 55337


Union Representative


Employer Representative

Dated: 10/6/21

Dated: 10/7/21

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and The Food Service Employees of BES (hereinafter referred to as the Union), representing the Food Services employees of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2021 through June 30, 2023.
2. In the event that the District changes its Long Term Disability Insurance plan to a plan that has a longer qualifying period than 30 working days, the District agrees to provide a Short Term Disability Plan with a qualifying period no more than 14 calendar days.
3. The District agrees that up to one-third (1/3) of a day of accrued sick leave may be used to supplement the Short Term Disability income per work day on leave.

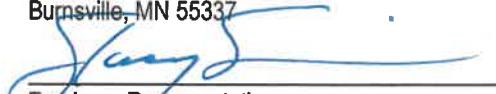
This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2023.

Food Service Employees
Burnsville, MN 55337


Union Representative Chair

Dated: 10/6/21

Independent School Dist. 191
200 W. Burnsville Parkway
Burnsville, MN 55337


Employer Representative

Dated: 10/7/21