

MASTER AGREEMENT

BETWEEN

INDEPENDENT SCHOOL DISTRICT 272

Eden Prairie, Minnesota

AND

SCHOOL SERVICE EMPLOYEES LOCAL #284

Representing

FOOD SERVICE EMPLOYEES

Effective

July 1, 2021 through June 30, 2023

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**ARTICLE I
PURPOSE**

Section 1. Parties:

THIS AGREEMENT, made and entered into between the Independent School District No. 272, Eden Prairie, Minnesota, hereinafter referred to as the school district and the School Service Employees Local 284, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A. of 1971, as amended, to provide terms and conditions of employment for food service personnel for the duration of this Agreement.

**ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Preamble:

In accordance with the P.E.L.R.A. of 1971 as amended, the school district recognizes the School Service Employees Local 284 as the exclusive representative of food service employees included within the coverage of this Agreement. The school district hereby agrees it will not recognize or negotiate with any other person, association group, committee or entity other than the exclusive representative who shall have those rights and duties as prescribed by the P.E.L.R.A. of 1971, as amended, and as described in the provisions of this Agreement.

Section 2. Appropriate Unit:

The exclusive representative shall represent all food service employees of the district contained in the appropriate unit as defined in Article III, Section 2, of this Agreement, the P.E.L.R.A. of 1971 as amended, and as certified by the Director of Mediation Services.

**ARTICLE III
DEFINITIONS**

Section 1. Terms and Conditions of Employment:

Terms and conditions of employment shall mean the hours of employment, the compensation therefore, including fringe benefits and the employer's personnel policies listed herein affecting the working conditions of the employee.

This agreement shall remain in full force and effect for a period commencing on July 1, 2021 through June 30, 2023 and thereafter as provided by P.E.L.R.A. If either party desires to modify or amend this agreement commencing at its expiration, it shall give written notice. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this agreement.

Section 2. Description of Appropriate Unit:

For purposes of this Agreement, the term "food service employee" shall mean all persons in the appropriate unit employed by the school district, excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services are less than ten

(10) hours per week or thirty-five (35) percent of the normal work week, employees who hold positions of a temporary or seasonal nature for a period not in excess of 67 working days in any calendar year, and emergency employees.

Section 3. Other Terms:

Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A. of 1971 as amended.

Section 4. Full-time Employees:

For the purpose of defining an employee who is full-time, the term “full-time employee” shall include any employee working 25 hours or more per week, five hours per day, for a period of at least 175 working days or more per year (inclusive of paid holidays). An employee working 875 hours or more per fiscal year without fulfilling the requirement of five hours per day, 25 hours or more per week, and 175 days per year may qualify for benefits subject to the working conditions being pre-approved in writing by the immediate supervisor and the Executive Director of Human Resources. This special provision would be approved by the school district only if the special, flexible hours are in the best interest of the educational program of the school district.

Section 5. Employment Date:

The first day of most recent continuous service in the school district, whether hired as a substitute, temporary, or permanent employee, shall be an employee’s employment date. This employment date will remain constant, even though the employee may transfer from one bargaining unit to another. Salary schedule placement and sick leave shall be based on this date. If an employee is hired as a “substitute” or “temporary” employee, however, benefits cannot begin until after ninety (90) calendar days of continuous employment and, in such case, insurance coverage will not be retroactive. An employee who leaves the employ of the school district for any reason and is rehired later will be assigned a new employment date.

Section 6. Seniority Date:

The first day of the most recent continuous service in the food service employees’ unit, whether hired as a substitute, temporary, or permanent employee, shall be the employee’s seniority date. In case of a tie in seniority date, the tie-breaker shall be determined by lot to be agreed upon by the employees affected.

**ARTICLE IV
SCHOOL BOARD RIGHTS**

Section 1. Inherent Managerial Rights:

The exclusive representative 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 employer, its overall budget, utilization of technology, the organizational structure, or the selection, direction and number of personnel.

Section 2. Management Responsibilities:

The exclusive representative 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. Effects of Laws, Rules and Regulations:

The exclusive representative recognizes that all employees covered by this Agreement shall perform such services prescribed by the school district and shall be governed by the laws of the State of Minnesota and by school district 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 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 and recognizes that the school district, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of State and Federal governmental agencies. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights:

The foregoing enumeration of district rights and duties 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 delegated in this Agreement are reserved to the school district.

**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 his/her 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 for employees of such unit with the school district.

Section 3. Request for Dues Checkoff:

Employees shall have the right to request and be allowed dues checkoff for the employee organization of their selection, provided that dues checkoff and the proceeds thereof shall not be allowed any employee organization that has lost its right to dues checkoff pursuant to 179A.06, Subd. 6 of the P.E.L.R.A. of 1971 as amended. Examples of acceptable forms of authorization include a written authorization and an electronic authorization.

Section 4. Union Orientation:

The School District will provide the Union steward with the name and work location of each new employee when that employee begins work with the school district. The School District will also provide the union steward's name and work location to each new employee.

Section 5. New Employee Information:

Not later than the fifteenth of each month, the Employer shall provide to the Exclusive Representative the following information on each new employee hired in the immediately prior calendar month: name; home address; work email address; work phone number; job classification; shift; wage, number of hours normally scheduled in a work week; whether the position is a nine (9) month or twelve (12) month assignment; and building assignment.

Section 6. Employee Personnel File:

Upon written or verbal request of an employee, the Employer shall permit the employee to review his or her own personnel record within five (5) working days after receipt of the request. The employee shall be permitted to attach a statement to any evaluation or discipline in his or her file. The Employer shall provide a copy of documents within the personnel file upon an employee's request and without charge to the employee.

**ARTICLE VI
RATES OF PAY**

Section 1. Salary Schedules:

The classifications and wages described in Schedule A attached hereto shall be a part of the Agreement for the period commencing July 1, 2021 to June 30, 2023.

Section 2. Increments:

The school district reserves the right to withhold a salary increment increase in individual cases as the school district shall determine, provided the employee affected shall receive notice of such action to withhold advancement on the rate progression sequence within thirty (30) days prior to his/her wage increment date.

Section 3. Pay Period:

Payment of salary is to be on a semi-monthly basis. Pay day will be on the 15th and the last working day of the month. If the 15th or last day falls on a holiday or weekend, the work day preceding will be pay day.

**ARTICLE VII
GROUP INSURANCE**

Section 1. Selection of Carrier:

The selection of the insurance carrier and policy shall be made by the school district.

Section 2. Eligibility:

All full-time employees who have not reached Medicare eligibility and are working in accordance with Article III, Section 4, are eligible to participate in the district insurance programs. Once an employee is eligible for Medicare insurance, benefits must be coordinated with Medicare.

Section 3. Hospitalization Insurance:

Subd. 1. Single Coverage: Effective July 1, 2021, the school district shall contribute a sum not to exceed \$754.00 per month towards the premium for individual coverage for each full-time employee employed by the school district who is qualified for and enrolled in the school district health and hospital plan, except that in no case shall the contribution exceed 100% of the actual premium charged by the insurer. Effective July 1, 2022, the school district shall contribute a sum not to exceed \$800.00 per month. Any additional cost of the premiums shall be borne by the employee and paid by payroll deduction.

Subd. 2. Single Coverage – High Deductible with HRA: Effective July 1, 2021, the school district shall provide monthly a sum of money toward the premium for individual coverage for eligible employees of the school district who qualify for and are enrolled in the school district’s high deductible group health and hospitalization plan. In addition, the school district will make a contribution on behalf of such employees to a Health Reimbursement Arrangement (HRA), funded by a VEBA trust, established by the district in accordance with IRS Notice 2002-45 and Revenue Ruling 2002-41, from which employees may obtain reimbursement of expenses for medical care (as that term is defined in Section 213(d) of the Internal Revenue Code). The sums provided by the school district shall be as follows:

July 1, 2021 to June 30, 2022:

Premium Contribution:	\$704.00 per month
HRA contribution:	\$ 50.00 per month
Total District Contribution:	\$754.00 per month

July 1, 2022 to June 30, 2023:

Premium Contribution:	\$750.00 per month
HRA contribution:	\$ 50.00 per month
Total District Contribution:	\$800.00 per month

The cost of the premium not contributed by the school district shall be borne by the employee and paid by payroll deduction. If the cost of the premium is less than the employer contribution, the district will not refund the difference between the premium and the district’s negotiated contribution.

Subd. 3. Family Coverage: Effective July 1, 2021, the school district shall contribute a sum not to exceed \$1254.00 per month towards the premium for family coverage for each full-time employee employed by the school district who is qualified for and enrolled in the school district health and hospital plan, except that in no case shall the contribution exceed 100% of the actual premium charged by the insurer. Effective July 1, 2022, the school district shall contribute a sum not to exceed \$1330.00 per month. Any additional cost of the premiums shall be borne by the employee and paid by payroll deduction.

Subd. 4. Family Coverage – High Deductible with HRA: effective July 1, 2021, the school district shall provide monthly a sum of money toward the premium for family coverage for eligible employees of the school district who qualify for and are enrolled in the school district’s high deductible group health and hospitalization plan. In addition, the school district will make a contribution on behalf of such employees to a Health Reimbursement Arrangement (HRA), funded by a VEBA trust, established by the district in accordance with IRS Notice 2002-45 and Revenue Ruling 2002-41, from which employees may obtain reimbursement of expenses for medical care (as that term is defined in Section 213(d) of the Internal Revenue Code). The sums provided by the school district shall be as follows:

July 1, 2021 to June 30, 2022:

Premium District Contribution:	\$1129.00 per month
HRA contribution:	\$125.00 per month
Total Contribution:	\$1254.00 per month

July 1, 2022 to June 30, 2023:

Premium District Contribution:	\$1205.00 per month
HRA contribution:	\$125.00 per month
Total Contribution:	\$1330.00 per month

The cost of the premium not contributed by the school district shall be borne by the employee and paid by payroll deduction.

Section 4. Dental Insurance:

The school district shall make dental insurance available to eligible employees. The school district shall contribute \$76.65 of the cost of a composite dental insurance program. The cost of any premium not contributed by the school district shall be borne by the employee and paid by payroll deduction. A composite program is defined as the identical premium for both single and family coverage.

Section 5. Life Insurance:

Subd. 1. Basic Employee Life Insurance: The school district shall pay the premium cost for term life insurance for full-time employees as defined in Article III, Section 4 of this Agreement. The amount of said insurance shall be equal to twice the employee’s annual salary rounded to the nearest thousand dollars.

Subd. 2. Optional Life Insurance: So long as permitted by the school district’s group insurance carrier, full-time employees may purchase additional life insurance coverage on their own lives or on the lives of their spouse and/or children. The cost of the premium for this optional life insurance shall be borne by the employee and paid by payroll deduction.

The premium cost, underwriting conditions, and insurance contract shall be determined by the school district's group life insurance carrier. Any disputes that may arise between the carrier and the employee shall not involve the school district.

Section 6. Long Term Disability Insurance:

The school district will pay the premium for the Long Term Disability Insurance plan for full-time personnel. In the event an employee is disabled and unable to work, the district will continue to make contributions towards health, dental and life insurance as per the contract, for one year from the time an employee goes on medical leave. 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. Upon termination of employment, participation shall cease, effective on the last working day, subject to statutory and insurance company regulations.

Section 7. Claims Against the School District:

The parties agree that any description of insurance benefits contained in this article are intended to be informational only, and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the school district pursuant to this article. It is further understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein, and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

Section 8. Duration of Insurance Contribution:

An employee is eligible for school district contribution as provided in this article as long as the employee is employed by Independent School District 272. Upon termination of employment, all school district contribution shall cease effective on the last day of the month that the employee terminates employment.

Section 9. Workers' Compensation:

Subd. 1. Upon the request of an employee who is absent from work as a result of a compensable injury under the provisions of the Workers' Compensation Act, the school district will pay the difference between the compensation received pursuant to the Workers' Compensation Act 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 accrual time according to the pro rata portions of days of sick leave time which is used to supplement Workers' Compensation.

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 or vacation pay result in the payment of 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 Workers' Compensation Act who elects to receive sick leave pay pursuant to this policy shall show each of his/her Workers' Compensation checks to the school district prior to receiving payment from the school district for his/her absence.

Section 10. Insurance Coverage Upon Retirement:

A full-time employee who has completed 15 years of continuous employment with the school district and who is 55 years of age or more and who retires shall be eligible to continue participation in the school district medical hospitalization insurance plan, if permitted by the terms of the policy with the insurance carrier, but shall pay the entire premium for such insurance commencing with the date of his/her retirement. It is the responsibility of such an employee to make arrangements with the school business office to pay to the school district the monthly premium amounts in advance and on such dates as determined by the school district. Once the employee becomes eligible for Medicare, the employee must participate in Medicare supplemental insurance, and the insurance benefits must be coordinated with the Medicare coverage. The school district reserves the right to obtain a separate and distinct insurance program for retired employees.

Section 11. Retirement Contribution:

Membership in the Public Employees Retirement Association (PERA) is required by State Law for most permanent employees. Most new employees are required by law to participate in Social Security as well as PERA.

**ARTICLE VIII
LEAVES OF ABSENCE**

Section 1. Sick Leave:

Sub. 1. Employees working 10 hours or more per week and 175 days per fiscal year (inclusive of paid holidays) shall earn sick leave at the rate of one day per month worked in the employ of the school district. Sick leave shall accrue monthly as it is earned on a proportionate basis to the employee's work day.

Subd. 2. Unused sick leave days may accumulate to a maximum of 124 working days per employee.

Subd. 3. Sick leave with pay shall be allowed by the school district whenever an employee's absence is due to illness or disability, including pregnancy, which prevented his/her attendance at school and performance of duties on that day or days. Sick leave with pay will cease on the 61st day of disability.

Subd. 4. The school district may require an employee to furnish a medical certificate from a district-designated physician or other qualified physician as evidence of illness, indicating such absence was due to illness in order to qualify for sick leave pay. However, the final determination as to the eligibility for sick leave is reserved to the school district.

It shall be the responsibility of each employee to provide medical certification completed by a doctor acceptable to the school district. Sick leave will not be paid for disability leaves by

the school district unless medical certification is provided to the school district when requested.

Subd. 5. An employee may use sick leave up to the amount accumulated for serious illness of the employee or the employee's minor child. An employee may also use sick leave not to exceed four (4) days per year for serious illness of a spouse, parent, or adult child. Subject to the discretion and pre-approval of the superintendent or designee, employees may also use up to six (6) additional sick days for a serious disability of a spouse, parent or adult child; however, the granting of such leave will require a doctor's certificate specifying that attendant care is required for the disabled person. An employee may also use sick leave for those purposes designated in Minnesota Statute 181.9413, which is described in Appendix A.

Subd. 6. Sick leave pay shall be granted subject to submission of a properly signed and authorized time card reflecting correct information.

Subd. 7. Physical and dental examinations are to be scheduled at times other than the normal employment period; however, if such examination cannot be scheduled except during the normal employment period, the employee may arrange in advance for compensatory time with the Food Service Director and Human Resources or use sick time (may use half-day increments).

Subd. 8. Food Service employees who qualify for sick leave and who have not used more than three days of their earned sick leave days during the year may convert a portion of their unused sick leave days to compensation.

This sick leave incentive will be calculated on June 15 by subtracting the number of sick days taken during the preceding contract year from the number of sick days earned during the preceding contract year. The remaining days divided by 4 will equal the number of days' pay an employee will receive on the June 30 paycheck. No sick leave incentive will be paid to employees who resign prior to the end of their contract year. Sick leave incentive days will be computed by rounding up to the nearest quarter day.

Section 2. Bereavement Leave:

Employees working 10 hours or more per week for a period of at least 175 working days per year (inclusive of paid holidays) shall receive up to five (5) days of leave for a death in the immediate family. The particular amount of leave allowed under this provision is subject to the discretion of the Superintendent, depending upon the circumstances. For purposes of this section, immediate family is defined as the employee's spouse, domestic partner, child, parent, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, aunt, uncle, legal guardian, grandchild, spouse's aunt, spouse's uncle, daughter-in-law, son-in-law, niece, nephew, persons who reside in the employee's household, and spouse's grandparent. Days under this section shall not be deducted from sick leave.

Section 3. General Leave:

Subd. 1. Employees in the school district may apply for an unpaid leave of absence subject to the provisions of this section. The granting of such leave shall be at the discretion of the school district.

Subd. 2. Such leave may be granted without pay by the school district for overseas teaching, Peace Corps, child care leave, medical leave, extended illness of the employee's family, adoption, civic activities, or other reasons deemed appropriate by the school district. Leaves may be granted for periods of up to one (1) year, and the school district may, at its discretion, renew such leaves.

Section 4. Jury Duty Leave:

An employee who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. In the event an employee serves on jury duty pursuant to this section, the school district will compensate the employee for the difference between the regular salary and the amount received as jury duty pay.

Section 5. Personal Leave:

Subd. 1. An employee will earn two (2) days of personal leave per year. An employee may carry over two (2) personal days per year. Unused personal leave may accumulate to a total of four (4) days.

Subd. 2. Requests for personal leave shall be made in writing at least two days in advance, whenever possible. If more than one employee per building makes a request for the same day, it may be necessary to limit the number of emergency/personal leave days granted per day.

Subd. 3. An employee who works 235 or more days per year shall receive three (3) personal leave days, in addition to the number provided in Subdivision 1.

Subd. 4. An employee may utilize one (1) personal leave day on a non-student contact day.

Section 6. Disaster Leave:

The district shall provide disaster leave coverage for employees eligible for sick leave who have exhausted accumulated sick leave prior to the commencement of long-term disability benefits. An employee will become eligible for disaster leave coverage after the employee has been continuously disabled and unable to work for thirty (30) consecutive work days as certified by a medical doctor. Disaster leave payments shall be retroactive to the day that regular sick leave payments expire and shall continue only for a period during which the employee remains continuously disabled and unable to work. Disaster leave payments shall cease on the 61st calendar day of disability.

Section 7. Child Care Leave:

Subd. 1. The school district shall grant, upon request of the employee, a child care leave, without pay, to one parent of a pre-school-age child, natural or adopted, subject to the provisions of this section. For purpose of this section, the term "child care" shall include but not be limited to the period of time when an employee is pregnant.

Subd. 2. In the event of a pregnancy, an employee may continue her duties until the onset of the disability and thereafter utilize disability leave with pay during the period of disability. Thereafter, an employee may request a child care leave. However, if the employee requests

a child care leave prior to the onset of disability, such child care leave shall be in effect from the date of commencement through the period of childbirth and recovery.

Subd. 3. A pregnant employee shall notify the Executive Director of Human Resources in writing not later than the end of the sixth month of pregnancy, and, also at such time, provide a physician's statement indicating the estimated date of delivery of the child.

Subd. 4. An employee may take a child care leave of up to twelve (12) months. The commencement and return date of child care leave shall be determined by mutual agreement between the employee and the Superintendent, or his/her designee, taking into account the needs of the district and desires of the employee.

Subd. 5. In approving a child care leave of absence, the school district shall not be required to grant any leave more than twelve (12) months in duration or permit the employee to return to his/her employment prior to the date designated in the approved child care leave.

ARTICLE IX GENERAL EMPLOYMENT PROVISIONS

Section 1. Layoff and Recall by Seniority:

Sub. 1. Layoffs: In the event layoffs are required, seniority shall determine the order of layoffs. Employees whose positions are eliminated or reduced will be given advance written notice of at least fourteen (14) calendar days by the school district. If an employee's position is eliminated, the employee shall have the right to displace the least senior employee in the same classification or the least senior employee in a lower classification provided the employee has the qualifications to satisfactorily perform the job and has greater seniority. The displaced person shall then have the right to displace the least senior employee in a lower classification, etc., provided such employee has the necessary qualifications and seniority. In no event shall an employee displace another employee in a higher paid classification. For the purpose of this section, the pay classifications are as follows:

1. Banquet Manager
District Production Manager
Campus Cuisine Nutrition Manager
District Baker Manager
CMS Child Nutrition Manager
Oak Point Child Nutrition Manager
Elementary Child Nutrition Manager
Ala Carte Manager
2. Production Cook
3. Food Service Assistant II
Lead Cashier
4. Food Service Assistant I
Laundry Worker
Concessions Attendant
Cashiers

Subd. 2. Recall: Employees on layoff will be recalled to available positions at or below their previous pay classification in the reverse order of layoff, i.e., the last employee laid off will be the first rehired. The absence of an employee because of sickness or non-qualifying leave of ninety (90) calendar days or less will not be considered an available position.

Subd. 3. Termination of Seniority Rights: An employee's seniority rights shall terminate upon the earliest of the following events:

- a. Resignation, retirement or discharge.
- b. Failure to return to work upon expiration of a leave of absence.
- c. Layoff without recall for a period of three years.
- d. Failure to give written notice accepting recall within fifteen (15) calendar days after notice of recall is received.

Section 2. Rest Breaks:

All working days shall be considered as time worked, the only exception being that there shall be one 15-minute rest break for those employees working four (4) full hours of employment or more per day and two (2) 15-minute breaks for those employees working seven (7) hours per day with no loss of salary.

Section 3. Supervision:

All food service personnel shall be under the supervision of the Director of Food Service and/or Child Nutrition Coordinator.

Section 4. Physical Exam:

Employees may be requested by the school district to have a physical examination with the school district's appointed physician and at school district expense.

Section 5. Uniforms:

Subd. 1. The school district shall provide reimbursement to each employee for the purchase of district-approved uniforms (including top/bottom, aprons, hair restraints and shoes) with the submission of appropriate receipts.

Subd. 2. Each full-time employee as defined in Section 4 of Article III shall receive an allocation of up to \$150 per year and part-time employees shall receive an allocation of up to \$130 per year. Each new employee shall receive an additional allocation of \$60 upon completion of the training period

Subd. 3. District-approved uniforms consist of one shirt or blouse and one trouser, slacks or skirt. Employees may purchase any combination of district-approved articles of clothing within the monetary limitations outlined in Subd. 2 of this section.

Subd. 4. The district shall also provide two school-district-approved aprons per year for all employees. Newly hired employees will initially receive one apron, and upon completion of the probationary period will receive a second apron.

Section 6. Transfers:

Subd. 1. Voluntary Transfers. A transfer is defined as a move to a position with the same classification, job description and same salary or to a position with a lower salary and a different job description and classification. A transfer will be granted to the most senior employee who applies in writing to the Executive Director of Human Resources within five (5) working days of the posting date. An employee shall have the right to return to their previous position if they notify the Executive Director of Human Resources within ten (10) working days of their first workday in the new position. Transfers in pay classification 2 will be permitted as stated, except transfers to banquet manager, production cook and district baker manager are prohibited. The employee being transferred shall not receive another voluntary transfer either laterally or to a lower position for a period of three continuous calendar months.

Subd. 2. Emergency Transfers. A temporary vacancy may be filled by the school district on an emergency basis for a period not to exceed twenty (20) working days. Emergency transfers shall be made from positions within the same job description or lower classification. Temporary vacancies expected to continue beyond twenty (20) working days will be posted.

Subd. 3. Involuntary Transfers: In the event that no employee applies for a transfer as provided in Subd. 1 of this section, the position shall be posted to the outside. If there are no acceptable outside applicants, a permanent transfer of the least senior employee shall be made. The permanent involuntary transfer shall be made from positions within the same job description or lower classification.

Section 7. Emergency and Weather Related Closings:

Subd. 1. Emergency Closings: Employees will be paid their normal hours for emergency school closings. The following will be construed as emergencies: (1) Labor disputes, (2) Bomb threats, (3) Mechanical difficulties, (4) Power outages and fires, and (5) Other emergencies to be established through administrative decision. If employees are informed twenty-four (24) hours prior to the normal work reporting time of an emergency situation, no pay will be granted. School closings due to weather conditions will not be considered an emergency; therefore, employees not reporting to work will not be paid under this subdivision but may be compensated in accordance with subdivision 2. However, employees may elect to use personal leave to receive compensation if the employee would not otherwise be compensated notwithstanding any other limit on the use of personal leave that may exist in this contract.

Subd. 2. Weather Related Closings: Any employee who has reported for and is performing work when school is closed shall be paid the greater of two (2) hours pay or time actually worked. An employee shall be permitted to utilize accumulated personal leave time to receive compensation for any scheduled hours that are not worked due to a weather related school closure and that are not otherwise compensated. Use of personal leave time is

permitted notwithstanding any other limit on the use of personal leave that may exist in this contract.

Section 8. Resignation Notice:

A two-week notice must be given to the Human Resources Office when leaving employment. A similar notice will be given employees in good standing upon termination.

Section 9. Substitutes:

An employee substituting for an employee in a higher classification shall be paid the higher rate as of the first day of substitution.

Section 10. Work Assignments:

Employee job assignments for the beginning of the traditional school year are to be posted on the school district's website by August 15 of each year.

Section 11. Length of School Day:

In the event of energy shortage, severe weather or other exigency, the school district reserves the right to modify the length of the school day, as the school district shall determine, but with the understanding that the total number of hours shall not be increased or decreased. That is, a four-day work week with increased hours per day will not cause the total hours per week to exceed that originally contracted. In the event the normal school year is reduced from the regularly scheduled days, the food service employee's normal work year shall be reduced accordingly.

Section 12. Call Back/Events:

When employees, other than concession stand attendants, are called back to work or work an event before or after their regular work shift on weekdays and/or anytime on Saturday, they shall be paid \$1.50/hour over their regular rate of pay or two hours at their regular rate, whichever is higher. Employees shall punch in/out separately from their regular job and punch in/out for the call-back/event. Employees who work over forty (40) hours in a week will be paid 1½ times their regular salary.

All employees who work on a Sunday will be paid at two times their regular rate of pay or two hours at their regular rate, whichever is higher.

If an employee does not work their normally scheduled hours on a specific day, then their concession/catering hours for that same specific day may be replaced by another food service staff person.

Section 13. Training Period:

Subd. 1. New Employees: Under the provisions of this Agreement, an employee shall serve a training period of four (4) calendar months of continuous service in the school district, during which time the school district shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee. During the training period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other

discipline is concerned. However, a trainee shall have the right to bring a grievance alleging a violation relating to any other provisions of this Agreement.

Subd. 2. Transferred or Promoted Employees and Positions Obtained Through the Layoff Process (Section 1, Subd. 1): Under the provisions of this Agreement, an employee shall serve a training period of three (3) calendar months of continuous service in the school district after receiving a promotion within this bargaining unit, after receiving a transfer within this bargaining unit, after being hired from another bargaining unit, or after obtaining a new position under the layoff provisions of Subd. 1, Section 1, of this article. During this time, the school district shall have the unqualified right to evaluate the effectiveness of said employee and to demote or transfer back to the previous position if, in the opinion of the school district, said employee is not performing adequately or does not receive the required certification. During the training period, the employee shall have no recourse to the grievance procedure beyond Level III (thereby excluding arbitration) in relation to the transfer back to the previous position. However, a trainee shall have the right to bring a grievance alleging a violation relating to any other provisions of this Agreement.

Subd. 3. Completion of Training Period: An employee having completed the training period may be suspended without pay, disciplined or discharged only for cause, but shall have access to the grievance procedure. (For purposes of Section 13 of this Article, "Training Period" shall be synonymous with "Probationary Period").

Section 14. Tax-Sheltered Annuities:

All employees shall be eligible to participate in a tax-sheltered annuity plan on an optional basis as established pursuant to Minnesota Statute 123B.02, Subd. 15.

Section 15. Job Posting:

When a job in any classification of work covered by this Agreement comes open for any reason, it shall be posted by the district for five (5) working days. Any employee desiring to apply for a job vacancy shall make written application. When additional time is added to an occupied part-time position resulting in the position becoming full-time, only the additional time shall be posted.

Provided an employee has the qualifications, experience and training deemed necessary by the district to satisfactorily perform the duties and responsibilities of the position, seniority will be a major consideration in filling of vacancies. If an applicant for a position has qualifications required for the position that significantly exceed those of a senior employee, the significant qualification differential may take preference over seniority. Employees not selected for another position may request the reasons.

Section 16. Holidays:

Employees working 10 hours or more per week for a period of at least 175 working days per year (inclusive of paid holidays) shall receive the following paid holidays: Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, New Year's Day and Friday of Spring Break.,. Employees working more than the regular school year as their regular assignment will also receive Memorial Day as a paid holiday.

Section 17. Tuition Reimbursement:

The school district shall reimburse 100% of the tuition expense for the cost of course work required for Food Service certifications up to a maximum annual cost to the district of \$6,000. Payments shall be made to employees seeking reimbursement for courses or renewals required of their job classification, renewal of existing certification levels, and for certification at Level I. Employees seeking reimbursement for courses beyond what is required (or Level I) will be required to pay 50% of the course work. All course work must be approved in advance by the Director of Food Services. Tuition reimbursement shall occur after the employee has satisfactorily completed the course.

Section 18. Required Food Service Course:

All newly hired food service employees are required to complete a Safety and Sanitation course within one year of employment. The employee will be paid his/her regular hourly rate while attending the course, and the district shall reimburse the employee for the cost of tuition.

Section 19. Vacation:

Subd. 1. Eligibility: This section shall apply only to full-time employees working at least 25 hours per week for 235 or more days per year, except as provided in Article III, Section 4. When an employee works less than 8 hours per day, this section shall be computed on a pro rata basis.

Subd. 2. Earned Vacation: Employees working at least 25 hours per week for 52 weeks per year shall be entitled to paid vacation as follows:

- a. After one year of consecutive employment: 10 days
- b. After six years of consecutive employment: 15 days
- c. After 11 years of consecutive employment: 17 days
- d. After 15 years of consecutive employment: 20 days
- e. After 17 years of consecutive employment: 22 days
- f. After 20 years of consecutive employment: 25 days

Employees working at least 25 hours per week for at least 47 weeks per year shall be entitled to five days of paid vacation.

**ARTICLE X
EMPLOYEE SEVERANCE AND
TAX-SHELTERED ANNUITY MATCHING PROGRAM (403b)**

Section 1. Employee Severance.

Subd. 1. Full-time employees, as defined in Article III, Section 4, hired prior to July 1, 2001 and who retire having completed at least eighteen (18) years of continuous service with the school district and who are at least 55 years of age shall be eligible to receive severance pay.

Subd. 2. Severance pay shall be an amount obtained by multiplying 50% of their unused sick days by their daily rate of pay at the time of retirement, but not to exceed 62 days' pay.

Subd. 3. Any full-time employee who is hired after June 30, 2001 shall be eligible to participate in the tax-sheltered annuity matching program (403.b) as outlined in Section 2 of this Article but will no longer be eligible to receive any pay for severance.

Subd. 4. District contributions to the tax-sheltered annuity matching program will offset (be deducted from) the final severance amount upon retirement with the employee receiving the net amount as severance. Should the district's contributions to the tax-sheltered annuity matching program exceed eligible severance at the time of retirement, no severance payment will be due.

Section 2. Tax-Sheltered Annuity Matching Program (403b)

Subd. 1. Eligibility: Full-time employees as defined in Article III, Section 4, who have completed one year of service in the district shall be eligible to participate in the tax-sheltered annuity matching program. Employees new to the district shall be eligible to participate the fiscal year following the completion of one year of service. Employees who are not full-time employees shall be permitted to participate in the tax sheltered annuity program but shall not be eligible to receive a school district match.

Subd. 2. This tax-sheltered annuity matching program will provide a dollar-for-dollar match of an eligible employee's tax-sheltered annuity based on a percentage contribution of up to 2.25% of the employee's base salary as of July 1 of each year. Any salary earned above and beyond base salary does not apply to the matching program.

Subd. 3. Employees may defer additional unmatched amounts of their compensation to the 403b program or in any other TSA of their choosing as is permissible by law. Employees are advised to seek advice from a qualified tax advisor or financial planner to ensure they meet permissible guidelines.

Subd. 4. Maximum District Contribution: The maximum contribution to an employee's tax-sheltered annuity shall be \$25,000.

Subd. 5. The salary reduction program (403b tax-sheltered annuity program) shall be administered on an evenly distributed formula over each pay period.

Subd. 6. The employee may select any qualified company pre-approved by the State of Minnesota and also approved by the school district.

Subd. 7. The provisions of this section shall be administered in accordance with the district policy for TSA's.

Subd. 8. The parties agree that any description of benefits contained in this Article is intended to be informational only and the management of 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 Article and that no other claim shall be made against the District pursuant to this Article.

ARTICLE XI GRIEVANCE PROCEDURE

Section 1. Grievance Definition:

A “grievance” shall mean an allegation by an employee resulting in a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

Section 2. Representative:

The employee, administrator or school district may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.

Section 3. Definitions and Interpretations:

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

Subd. 2. Days. Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by State Law.

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

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

Section 4. Time Limitations and Waiver:

Grievances shall not be valid for consideration unless the grievance is submitted in writing to the Director of Food Services, setting forth the facts and the specific provision of the agreement allegedly violated, and the particular relief sought within seven (7) days after the event giving rise to the grievance occurred.

Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the Director of Food Services.

Section 5. Adjustment of Grievance:

The parties shall attempt to adjust all grievances which may arise during the course of employment of any employee within the school district in the following manner:

Subd. 1. Level I. If the grievance is not resolved through informal discussions, the Director of Food Services shall give a written decision on the grievance to the parties involved within five (5) working days after receipt of the written grievance.

Subd. 2. Level II. In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Executive Director of Business Services, provided such appeal is made in writing within five (5) working days after receipt of the decision in Level I. If a grievance is properly appealed to the Executive Director of Business Services, the Executive Director of Business Services or designee shall set a time to meet regarding the grievance within five (5) days after receipt of the appeal. Within three (3) days after the meeting, the Executive Director of Business Services or designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III. In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within five (5) working days after receipt of the decision in Level II. If a grievance is properly appealed to the Superintendent, the Superintendent or designee shall meet regarding the grievance within five (5) days after receipt of the appeal. Within three (3) days after the meeting, the Superintendent or designee shall issue a decision in writing to the parties involved.

Section 6. School Board Review:

The school board reserves the right to review any decision issued under Level I, II or III of this procedure provided the school board or its representative notify the parties of its intention to review within ten (10) days after the decision in Level I, II or III has been rendered. In the event the school board reserves the right to affirm, reverse or modify such decision and, at the option of the school board, a committee or representative(s) of the board may be designated by the board to hear the appeal at this level and report its findings and recommendations to the school board. The school board shall then render its decision within thirteen (13) days after its notification of intent to review.

Section 7. Denial of Grievance:

Failure by the school board or its representative(s) to issue such a decision within the time periods provided herein shall constitute a denial of the grievance, and the employee may appeal it to the next level.

Section 8. Arbitration Procedures:

In the event the employee and the school board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein.

Subd. 1. Request. A request to submit a grievance to arbitration must be in writing, signed by the aggrieved party, and such request must be filed in the office of the Superintendent within three (3) days following the decision in Level III or within three (3) days after the decision of the school board if the school board reviews a decision pursuant to Section 6 of the grievance procedure.

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

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

Subd. 4. Submission of Grievance Information.

- a. Upon appointment of the arbitrator, the appealing party shall, within no less than five (5) days before the hearing, forward to the arbitrator with a copy to the school board, the submission of the grievance which shall include the following:
 1. The issues involved.
 2. Statement of the facts.
 3. Position of the grievant.
 4. The written documents relating to Section 5 of the grievance procedure.
- b. The school board may make a similar submission of information relating to the grievance, either before or at the time of the hearing, with a copy to the exclusive representative.

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

Subd. 6. Decision. The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by the P.E.L.R.A. of 1971 as amended.

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

Subd. 8. Jurisdiction. The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein, nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall 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, the selection, direction and number of personnel. In considering any issue in dispute, in its order, the arbitrator shall give due consideration to the statutory rights and obligations of the public school board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operation.

Section 9. Grievance Form:

A form which must be used for filing of grievances provided herein as Schedule B, shall be provided by the school district. Such forms shall be readily accessible in all school buildings.

Section 10. Election of Remedies and Waiver:

A party instituting any action, proceeding or complaint in a Federal or State Court of Law, or before an administrative tribunal, federal agency, state agency or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance pursuant to this article. Upon instituting a proceeding in another form as outlined herein, the employee shall waive his/her right to initiate a grievance pursuant to this article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

Section 11. Discipline:

Letters of Reprimand: Effective July 1, 2009, letters of reprimand involving minor disciplinary actions that do not impact the general health, safety and welfare of students and other employees that are without follow-up or reoccurrence shall be removed from the employee's file after a period of twenty-four (24) months. Employees shall be notified of letters or memos that are added to their files. Letters of reprimand to be retained in the personnel file shall include but not be limited to the following activities: stealing, intoxication or drinking intoxicating liquors on the job or on school premises, willful insubordination, improper conduct on or related to the job, falsification of timecards, unauthorized use of school property, and careless, unprofessional, or unsafe practices on district property.

ARTICLE XII DURATION

Section 1. Terms and Reopening of Negotiations:

This Agreement shall remain in full force and effect for a period commencing on July 1, 2021 unless provided otherwise herein, through June 30, 2023, 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 April 1, 2023. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (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 food service employees. The provisions herein relating to the terms and conditions of employment supersede 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, except by mutual agreement of the parties.

Section 4. Severability:

The provisions of this Agreement shall be severable, and if any provisions 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:

**SCHOOL SERVICE
EMPLOYEES LOCAL 284**

**EDEN PRAIRIE
INDEPENDENT SCHOOL
DISTRICT NO. 272**

Local 284 Union Representative

School Board Negotiations Member

Steward

Executive Director of Human Resources

Steward

Date Ratified by School Board: October 25, 2021

**DISTRICT FOOD SERVICE
SCHEDULE A
SALARY SCHEDULE**

	CLASSIFICATION		2021-2022	2022-2023
1	Catering Concessions Manager District Production Manager Campus Cuisine Nutrition Manager District Baker Manager Child Nutrition Manager Oak Point Child Nutrition Manager Pre-K/Elementary Child Nutrition Manager Ala Carte Manager	Training Period Step	22.65	23.27
		Regular Rate	23.63	24.28
2	Production Cook	Training Period Step	20.29	20.85
		Regular Rate	20.83	21.40
3	Food Service Assistant II Lead Cashier	Training Period Step	17.60	18.09
		Regular Rate	17.98	18.48
4	Food Service Assistant I Laundry Worker Concessions Attendant Cashiers	Training Period Step	16.18	16.63
		Regular Rate	16.98	17.45

Footnote #1:

Employees who complete State Certification Levels shall be paid in accordance with this salary schedule as of completion date noted on the official State Certification Certificate. Any employee not receiving his/her "required" certification within one year shall be reclassified to an available position in a lower classification. If, under extenuating circumstances, an employee is unable to be certified in accordance with these provisions, the employee may request an extension of time; however, the granting of this extension shall be at the sole discretion of the school district.

Footnote #2:

Definitions of Certifications:
Effective July 1, 2021

LEVEL	RATE
Credentialing	\$ 1.50
IV (146 hours)	\$ 1.25
III (86 hours)	\$ 1.00
II (46 hours)	\$ 0.75
I (16 hours)	\$ 0.50

Effective July 1, 2018, Certificate Level Requirements by Job Classification:

CLASSIFICATION	MINIMUM REQUIRED LEVEL FOR POSITION
1	IV
2	III
3	III
4	None

Footnote #3 - Longevity:

Employees who have completed the following years of service to the district shall receive additional hourly compensation as follows:

- After 4 years of continuous service: \$ 0.65 per hour
 - After 9 years of continuous service: \$ 0.95 per hour
 - After 14 years of continuous service: \$ 1.25 per hour
- (Longevity increments are not cumulative)

Employees hired prior to January 1 shall receive their longevity increase as of July 1 of the previous year. Employees hired after December 31 will receive their longevity increase as of July 1 of the following year.

Example 1: An employee is hired on October 1, 2002 and completes their fourteenth year of continuous service on October 1, 2016. The employee begins to receive the new longevity step effective July 1, 2016.

Example 2: An employee is hired on February 1, 2003 and completes their fourteenth year of continuous service on February 1, 2017. The employee begins to receive the new longevity step effective July 1, 2017.

**SCHEDULE B
GRIEVANCE REPORT FORM**

**INDEPENDENT SCHOOL DISTRICT 272
EDEN PRAIRIE, MINNESOTA**

EMPLOYEE NAME

BUILDING

DATE GRIEVANCE OCCURRED

STATEMENT OF FACTS:

SPECIFIC PROVISIONS OF AGREEMENT ALLEGEDLY VIOLATED:

PARTICULAR RELIEF SOUGHT:

DATE

SIGNATURE OF GRIEVANT

DATE

SIGNATURE OF EXCLUSIVE
REPRESENTATIVE

Copies to: Superintendent
 Executive Director of Human Resources
 Director of Food Services
 Exclusive Representative

Memorandum of Understanding

Whereas, SEIU Local 284 and Eden Prairie Schools (I.S.D. 272) are Parties to a collective bargaining agreement that covers the terms and conditions of employment of certain Food Service employees; and

Whereas, during the 2020-2021 school year the District undertook the unprecedented act of significantly reducing the normally scheduled hours of work of all bargaining unit employees; and,

Whereas, the unprecedented act was a result of the COVID-19 pandemic; and,

Whereas, the Parties discussed the restoration of hours of work if an employee's hours are reduced in the future but were unable to reach agreement on a process during negotiations that resulted in hours again become necessary;

Therefore, be it resolved that the District will inform the Union if it anticipates the need to reduce the normally assigned hours of work of at least five percent of the bargaining unit and, if so, the Parties agree to meet-and-discuss the manner in which hours are to be reduced and the manner in which hours will be restored.

Both parties agree that this MOU is not subject to the grievance procedure as outlined in the master agreement.

This Memorandum of Understanding expires on June 30, 2023 and it shall have no force or effect thereafter, unless so agreed in writing by the Union and the School District. This Memorandum of Understanding does not establish a past practice or precedent, nor shall it apply in the interpretation of application of language in the Food Service Employees Master Agreement.



APPENDIX A

Application of Use of Personal Sick for Family

WHAT IS REQUIRED?

An employer that allows an employee to request leave for their own injury or illness must also allow the employee to request leave:

- To care for an ill or injured minor child, adult child, spouse, sibling, parent, mother in law, father in law, grandchild, grandparent or stepparent in the same manner the employer would allow an employee to use the leave for themselves.

WHO IS COVERED?

- Employees who have worked for the employer for at least 12 months
- Employees who worked at least half time during those twelve months (minimum of 20 hours weekly)
- Employers that have 21 or more employees at one site and
- Employers who offer personal sick leave benefits for absence from work due to an employee's illness or injury.

LIMITING TIME OFF

Employees can use up to 20 personal sick days for injury or illness for family listed above; physician documentation is required in order to authorize use of this time.

<https://www.revisor.mn.gov/statutes/?id=181.9413>

The union has agreed that the contents of this letter are neither grievable nor arbitrable.