

FOOD SERVICE PERSONNEL MASTER CONTRACT

BETWEEN

ORONO INDEPENDENT SCHOOL DISTRICT 278

AND

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 284

EFFECTIVE

JULY 1, 2020 THROUGH JUNE 30, 2022

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I PURPOSE	
Purpose.....	1
ARTICLE II RECOGNITION/DUES CHECK-OFF/DEFINITIONS	
Recognition.....	1
Dues Check-off.....	1
Definition of Full Time.....	1
ARTICLE III WAGES	
Wages.....	2
Full-time Cooks.....	2
Short-hour Kitchen Aides.....	2
Short-hour Credit on Full-time Scale.....	2
Head Cooks.....	2
Absence of Head Cook.....	3
Use of Short-hour as Substitutes.....	3
School Closing Wage Payment.....	3
Pay Periods.....	3
Longevity	3-4
Money Owed to the School District.....	4
ARTICLE IV HOURS, OVERTIME, AND WORK ASSIGNMENTS	
Call Back Wages.....	5
Required Attendance at Meetings.....	5
Overtime.....	5
Work Assignments.....	5
Probationary Period.....	5
Certification.....	5-6
SNA Dues.....	6
ARTICLE V JOB POSTING	
Job Posting.....	7
ARTICLE VI TEMPORARY LEAVES	
Sick Leave.....	8
Sick Leave Benefits: Care of Relatives.....	8
Bereavement Leave.....	8-9
Personal Leave.....	9
Workers' Compensation Benefits.....	9
ARTICLE VII CHILD CARE LEAVE	
Child Care Leave.....	10
ARTICLE VIII HOLIDAYS/WORK YEAR	
Holidays/Work Year.....	11

ARTICLE IX FRINGE BENEFITS

Health Insurance.....12
Term Life Insurance.....12
Long Term Disability.....12
Uniform and Shoe Allowance.....12-13
Registration Fees & Mileage.....13
Matching Annuity.....13
Sick Leave Sell Back.....13-14
Dental Insurance.....14

ARTICLE X EXTENDED/UNPAID LEAVE OF ABSENCE

Application15
Consideration of Request.....15
Provisions Governing Extended Leaves.....15

ARTICLE XI JURY DUTY LEAVE

Jury Duty Leave.....16

ARTICLE XII PHYSICAL EXAMINATION

Physical Examination.....16

ARTICLE XIII LAYOFF AND RECALL

Layoff and Recall by Seniority.....17
Recall.....17
Notice of Layoff or Reduction in Hours.....17
Seniority List.....17
Job Postings.....18
Termination of Seniority Rights.....18

ARTICLE XIV GRIEVANCE PROCEDURE

Definition.....19
Time Limitation and Service.....19
Waiver.....19
Extension.....19
Time Limits.....19
Steps.....20-21
Union Representation, Intervention, & Initiation.....21
Reprisals.....21

ARTICLE XV DEFINITIONS

Definitions.....21

ARTICLE XVI DURATION AND EFFECT OF CONTRACT

Term of Contract.....22
Effect of Contract.....22

Appendix A Minnesota Statute 181.9413.....23

CONTRACT

This Contract is made and entered into by and between Independent School District No. 278, Orono, Minnesota, hereinafter referred to as the "School District," and School Service Employees Local No. 284, hereinafter referred to as the "Union."

ARTICLE I

PURPOSE

The purpose of this Contract is to set forth all terms and conditions of employment which have been agreed upon by the School District and the Union, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended and hereafter referred to as P.E.L.R.A.

ARTICLE II

RECOGNITION/DUES CHECK-OFF/DEFINITIONS

- A. Recognition. The School District hereby recognizes the Union as the exclusive representative for the purpose of negotiating terms and conditions of employment for all food service employees in accordance with P.E.L.R.A.

- B. Dues Check-off. The School District agrees to deduct dues/premier member dues for membership in the Union, and to forward such membership dues to the Union, for any individual employee who has authorized such dues/premier member dues check-off. The School District agrees to continue these deductions for the period state in the individual employee's authorization or until the employee revokes the deduction in accordance with the terms of the authorization executed by the employee. Examples of acceptable forms of authorization include a written authorization or an electronic authorization. For cooks receiving wages in full over a nine (9) month payment period, annual dues shall be apportioned over the (9) nine months so that the annual total is paid in full at the close of the school year.

- C. Full Time. Cooks regularly working thirty (30) or more hours made up of five (5) consecutive days weekly.

ARTICLE III

WAGES

A. The following wage rates shall be applicable to employees covered by this Contract:

<u>Full-time Cooks</u>		
<u>Step</u>	<u>2020-21</u>	<u>2021-22</u>
1	\$19.46	\$19.80
2	19.89	20.24
3	20.41	20.77

<u>Short-hour Kitchen Aides</u>		
<u>Step</u>	<u>2020-21</u>	<u>2021-22</u>
1	\$17.56	\$17.87
2	17.94	18.25
3	18.30	18.62

B. Short-hour credit on Full-time Scale. Short-hour aides will remain on the same step for one (1) year if changed to full-time. Fifty (50) percent or more of total annual work days shall be counted as one (1) year.

C. Withholding Salary. Any salary increase may be withheld when it can be established that a demonstrable deficiency in the performance of an individual employee can be shown.

D. Head Cook Differentials. Head cooks will receive the following hourly rates above the regular schedule:

	Factor of FT Step 3	<u>2020-21</u>	<u>2021-22</u>
Head Serving Cook Schumann*	15%	\$3.06	\$3.12
Head Serving Cook Intermediate	18%	3.67	3.74
Head Serving Cook Middle School	20%	4.08	4.15
Head Serving Cook High School	23%	4.69	4.78

- E. Absence of Head Cook: In the event of absence of a building head cook, a replacement will be appointed by the Manager. After the first day of filling this position, a full-time cook who is replacing the building head cook shall be paid her / his regular rate of pay plus the Head Cook differential specified in Section D. If the employee replacing the building head cook is a short hour aide / cook, that employee shall be paid at the full time cook rate of pay for her / his step plus the Head Cook differential.
- F. Use of Short-hour as Substitutes: Short-hour personnel will be called first as full-time substitutes within their own building before those on the substitute list are used. In this event short-hour aides will be paid the full-time rate at the same corresponding step at which the short-hour aide is being paid. Short-hour personnel will be chosen by seniority. Cooks not on duty at their regularly assigned school will be given priority as substitutes in other operating kitchens.
- G. School Closing: When school is closed, all personnel scheduled for work, will be paid for all hours scheduled, for the first two (2) occurrences of the school year. After the second occurrence, emergency school closures shall be considered as un-paid non-work days.

All personnel reporting for work on a day when school is closed, who could not reasonably be expected to have been knowledgeable of the closing, will be paid for all hours worked as certified by the school lunch manager, with a two (2) hour minimum guaranteed.

If a make-up day is scheduled to replace a day on which school was closed, employees will be expected to work the make-up day.

If school starts late or is dismissed early due to inclement weather or other emergencies, employees will be paid for all scheduled hours of work.

In the event an employee does not use more than one (1) of his/her days as provided herein, then he/she shall carryover one day to the next school year for a total of three (3).

- H. Pay Periods. Pay periods for all employees shall be semi-monthly on the fifteenth (15) and thirtieth (30) of each month or the last business day preceding if the fifteenth or the thirtieth is a school holiday.
- I. Longevity. Effective July 1, 2016, Employees shall receive longevity pay recognizing their years of service with the District on the following basis:

0-9 years	\$100
10-14 years	400
15-19 years	450
20 years and up	550

The above amounts shall be paid each year on June 30. If an employee shall be made with the employee's final paycheck. A year of service is defined as a school year in which the employee works at least 75 percent of the annual work days.

J. Money Owed to the School District. The District may automatically deduct an amount not to exceed \$50 (fifty dollars) from an employee's payroll deposit if the following conditions are met: (a) the amount to be deducted is a debt incurred by the employee due to a negative lunch account balance and (b) the School District has provided the employee at least two weeks' notice of its intent to make the deduction and the amount of the deduction so that the employee may address the debt either through payment or through contesting the accuracy of the debt.

ARTICLE IV

HOURS, OVERTIME, AND WORK ASSIGNMENTS

- A. Call Back Wages. Any employee called back to perform duties outside their regularly assigned responsibilities to the School District shall receive a differential of \$2.00 per hour. The School District will pay the higher "call back" rate for special functions that cause significant extra work beyond the normal work schedule even though those functions require the work to be done immediately before or after regularly scheduled work hours.
- B. Required Attendance at Meetings: The School District will pay for required attendance at school-called meetings.
- C. Overtime: The overtime rate of 1 1/2 times the base rate for that cook shall be paid after the cook works (forty) 40 hours in a given week.
- D. Work Assignments: Work assignments will be made in accordance with the job posting procedure.

The individual cook's work program, starting time, quitting time and lunch hour will be determined by the Manager and the Director of Business Services.

- E. Probationary Period: The Probationary Period for all new cooks shall be one (1) year from date of hire. Any new cook may be released from employment within the one (1) year probationary period without any right of grievance or other action.
- F. Certification: All Food Service employees will be required to hold School Nutrition Association certification as outlined below:

- a. Full-time Cooks: Level I
- b. Short hour Cooks: Level I
- c. Head Cooks: Level III

Employees will have six (6) months from their date of hire to obtain certification.

Wages will be frozen for cooks not meeting the requirements of this section until proper certification is obtained.

The School District will reimburse employees up to \$10.00 for each one (1) credit hour of successfully completed certification classes. Employees must obtain prior written approval from the Coordinator of Child Nutrition or the Director of Business Services. Upon

completion of the classes employees must submit proof of payment and class completion to the Coordinator of Child Nutrition. Employees will receive reimbursement within two (2) weeks of submission.

The School District will provide each employee with a copy of the Certification of Completion for Continuing Education Units (CEUs) offered by the School District.

G. School Nutrition Association (SNA) Dues. The District will pay the annual cost of SNA dues for certified employees and those employees who are applying for their initial certification. Annual renewal of certification CEU (continuing education units) will be taken through SNA membership opportunities and District provided workshops. Any fees related to these opportunities shall be paid for by the District. Employees unable to attend scheduled SNA meetings or District workshops, with the prior approval of the Supervisor of Child Nutrition, will be reimbursed up to \$10.00 per CEU for successfully completed classes.

ARTICLE V

JOB POSTING

New positions or vacancies within the unit of employees involved and of more than thirty (30) days duration will be posted for a period of five (5) days, and the most senior employee, provided he/she is qualified, of those employees posting for the position, will be assigned the position within five (5) days after the close of posting, provided, nevertheless, that the School District reserves the right to make assignments of employees to particular buildings owned, rented or used and maintained by the School District. Also, in addition to the initial probationary period, an employee transferred to or promoted to a different classification shall serve a new probationary period of ninety (90) working days in any such new classification. During this ninety (90) day probationary period, if it is determined by the School District the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to his/her former classification. Employees may also request and be granted to return to their previous position as soon as a replacement is available.

1. In the event a cook loses his/her newly-posted position due to a grievance of another cook, the loser will return to his/her former job and all others down the line.
2. The most qualified applicant with the most seniority will be assigned to a new head cook position or vacancies in such positions.
3. An employee who successfully posts for another job will not be eligible to post for subsequent vacancies for a period of twelve (12) months following the effective day of transfer to the job for which the employee posted. This twelve (12) month provision may be waived by the School District in the interest of efficient operation.

ARTICLE VI

TEMPORARY LEAVES

A. Sick Leave

For full-time cooks, personal sick leave shall accrue at the rate of one (1) day per month, accumulating to one hundred forty-four (144) days. For short-hour kitchen aides, sick leave will be prorated according to time actually worked. For example, an aide working three (3) hours daily will accrue nine (9) "three (3) hour" days annually. Part-time aides changing to full-time will have accumulated leave pro-rated according to this same formula. The following contingencies are covered by this one hundred forty-four (144) days provision. (Note: All sick leave at full pay.)

1. These sick leave provisions will not cover any loss of time from school due to an injury sustained while performing duty in another gainful occupation.
2. After three days' consecutive absence in any one school year, the School District may require a cook to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay.
3. Cooks covered by Long Term Disability income protection provided and paid by the School District are required to begin accepting benefits under the plan at the end of the elimination period (90) days in lieu of using additional sick leave. Any unused sick leave remaining is then retained as credit when the employee returns to the job.
4. The School District shall allow each employee to utilize sick leave for those purposes described in Minnesota Statute 181.9413. See Appendix A.

B. Bereavement Leave. A maximum of five (5) days leave with pay will be granted per incident in the case of death of a spouse, domestic partner, parent, child, stepchild, fiancé, sibling, grandchild, in-law, grandparents or member of the household.

1. One day's leave per incident with pay will be granted to attend the funeral of a relative, such as, uncle, aunt, cousin, or other relative for whom a five (5) day leave is not available.

2. The Director of Business Services may excuse an employee with pay for a day or a portion thereof to attend or take part in a funeral for whom bereavement leave would otherwise not be available.

3. The School District may, in its sole discretion, grant additional paid bereavement leave.

C. Personal Leave. One (1) day's leave of absence with pay is earned each year for personal business. An employee may carry over up to two personal leave days from one contract year to the next contract year, cumulative to four (4) days. Personal leave will be on the employee's honor and the District will not ask for details as to the nature of the personal leave. Except for emergencies, the prior approval of the Coordinator of Child Nutrition must be obtained.

D. Workers' Compensation Benefits: If an employee has accumulated sick leave absence, any absence as a result of a Workers' Compensation claim shall be deducted from that personal sick leave accumulation and the employee shall receive daily pay from the School District equal to regular pay. When compensation is paid by the Workers' Compensation insurance or compensation is paid from other School District paid or partially paid sources, such payment shall be deducted from any sick leave pay so that total pay received by the employee is equal to his/her regular pay. Sick absence shall be credited back to the employee in proportion to the amount of Workers' Compensation or other compensation paid.

It is the responsibility of employees so affected to deliver workers' or other compensation payments or a report of such payments to the Payroll Manager in the District Administrative Office. If an employee has exhausted sick leave absence, there shall be no compensation by the School District and the employee shall be entitled only to that provided by Workers' Compensation insurance or other compensation.

ARTICLE VII

CHILD CARE LEAVE

Extended leaves of absence without pay may be granted up to one (1) calendar year, at the discretion and upon approval of the School District, for the purpose of full-time care of a newborn or newly adopted child.

- A. Application for an unpaid extended child care leave shall be made in writing to the Director of Business Services at least ninety (90) days prior to the beginning of the proposed leave. This application shall include the following:
 1. Purpose of the unpaid extended leave of absence.
 2. Proposed beginning date of the leave of absence.
 3. Proposed return date of the leave of absence.
 4. In pregnancy cases, an attached statement from the physician indicating the expected date of delivery.
- B. The School District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year, i.e., quarter or semester break, end or beginning of school year, or the like.
- C. While on an unpaid child care leave, an employee may continue to participate in all insurance programs for which the employee is eligible, if permitted by the insurance policy provisions, but must pay the entire cost of the premiums monthly in advance until returning to active work.
- D. The employee shall submit to the Director of Business Services a written statement of intent to return to active work not less than forty-five (45) days prior to the approved date of return, or by May 1 if the approved date of return is the beginning of the following school year.
- E. An employee returning from an extended leave shall be returned to the position held at the time the leave commenced, or if not available, to any other position for which such employee is qualified provided:
 1. that the position has not been abolished, and,
 2. that the employee is not physically or mentally disabled from performing the duties of such position.

ARTICLE VIII

HOLIDAYS/WORK YEAR

- A. Work Year. The number of work days will be established annually prior to the opening of school.

- B. Holidays. Employees shall receive the following as paid holidays with compensation based upon the number of hours the employee is regularly scheduled to work on a normal work day. Floating holidays must be used on days when school is not in session, and a non-student contact day, and must be approved in advance by the Coordinator of Child Nutrition.

Employees Who Work 30
Or More Hours Per Week

Employees Who Work At
Least 20 But Less Than 30
Hours Per Week

Thanksgiving Day
Christmas Day
New Year's Day
Memorial Day
(3) Floating Holidays

Thanksgiving Day
Christmas Day
Memorial Day
(1) Floating Holiday

ARTICLE IX

FRINGE BENEFITS

Fringe benefits "A" through "C" apply to full-time cooks. "D" through "I" applies to all cooks and short-hour aides. The School District will however, grant short-hour aides one-half (1/2) of the full time health benefit provided that the employee works at least twenty (20) hours weekly and is hired as a regular employee.

A. Health Insurance. Effective July 1, 2018, the School District will make the following contributions towards the health insurance premium of for each full-time employee enrolled in the School District offered health insurance plans:

Single (E)	90 percent of Plan C premium
Employee Plus One (E+1)	80 percent of Plan C premium
Family	73 percent of Plan C premium

The employee may apply the School District's contribution towards any plan in which the employee enrolls. The employee is responsible for any premium amount above the School District's contribution. The employee's share is to be paid via payroll deduction.

B. Term Life Insurance: The School District will provide term life insurance in an amount equal to that of the employee's salary to the nearest thousand dollars. The employee may purchase a matching amount of term life insurance at the prevailing group rate, provided that he/she is designated as insurable for supplemental life insurance by the School District's current insurance company.

C. Long Term Disability: The School District will pay for the full premium for Long Term Disability protection to full salary coverage (benefit 2/3 salary). The full time cook may elect to pay for this coverage through payroll deduction or may elect to have the School District pay the full premium. If the full time cook elects the method of payroll deduction, an amount equal to these premiums will be paid as salary.

D. Uniform and Shoe Allowance: An annual allowance of up to \$170 per year will be provided for cooks working thirty (30) or more hours per week for the uniforms and shoe allowance. Receipted bills must be submitted to the Bookkeeper no later than April 30 each year.

An annual allowance of up to \$140 per year will be provided for all kitchen personnel working a short-hour schedule (less than

thirty (30) hours) for uniforms and shoes. Receipted bills must be submitted to the Bookkeeper no later than April 30 each year.

The School District will also provide each employee with one uniform top each year, at no cost to the employee. When the District significantly alters the style of uniform shirts, the District will provide two (2) new shirts to each employee.

E. Registration Fees & Mileage: Employees attending workshops and food service conventions, approved in advance by the Coordinator of Child Nutrition and Director of Business Services, will be reimbursed for registration fees and mileage costs. The mileage rate will be the current Internal Revenue Service reimbursement rate.

F. Matching Annuity. An eligible cook may participate in the District's matching annuity program as provided in Minnesota Statute 356.24 subd. 1 (5)ii. Subject to the provisions contained herein.

1. District Contribution. The maximum school year District contribution shall be based on matching a food service employee's contribution per the following:

Zero (0) through three (3) years in ISD 278	\$ 0
Four (4) through nine (9) years in ISD 278	\$200
Ten (10) through fourteen (14) years in ISD 278	\$300
Fifteen (15) through nineteen (19) years in ISD 278	\$400
Nineteen plus (19+) years in ISD 278	\$600

"Years of Service" includes all employment within the District (whether inside or outside this bargaining unit). "Years of Service" contribution levels increase when an employee begins her/his fourth, tenth, fifteenth, or twentieth year of service.

2. The District match cannot be accumulated and all provisions of the matching annuity are subject to applicable code provisions of Minnesota, Internal Revenue Code 403(b), but not subject to the Grievance Procedure in Article XV.

3. The District's maximum lifetime contribution shall be no more than \$12,500.

G. Sick Leave Sell Back: All employees with eighty (80) unused sick days, or more, may elect to sell back to the District up to five (5) days of unused sick leave once annually. The amount will be

calculated at fifty percent (50%) of the cooks' regular pay per day. The cook will receive the money as a cash payout.

- H. Dental Insurance: The School District will offer dental insurance to all employees. The District will pay 100 percent of the premium for employees who enroll in the plan.

ARTICLE X

EXTENDED/UNPAID LEAVES OF ABSENCE

- A. Application. An applicant for a leave of absence of up to one (1) year shall be made in writing to the Director of Business Services at least thirty (30) days prior to the beginning of the proposed leave, setting forth the reason for the requested leave. No such leave shall be granted unless expressly authorized by the Director of Business Services or his/her designee in writing.
- B. Consideration of Request. In considering such leave request, the School District shall give consideration to the reason for the request, the effect on the system, the availability of a substitute, and other factors, which may be deemed relevant by the School District. The granting or denying of such leave request shall be at the discretion of the School District.
- C. Provisions Governing Extended Leaves. The following provisions shall govern employees on extended leaves:
1. An employee on approved leave shall maintain the original seniority date, but shall not gain credit for advancement on the salary schedule, for vacation time, seniority, or any provision related to years of service.
 2. Extended leaves shall be without pay.
 3. The rules and regulations of Public Employees Association (PERA) shall govern an employee taking an extended leave.
 4. An employee on an approved leave, who has worked full time, is eligible to participate in the hospital medical group insurance program but must pay in advance the premium for such program, commencing with the beginning of the leave, if permitted under the provisions of the insurance policy.
 5. An employee who returns from an extended leave shall retain all previous experience credit and the unused sick and personal business leave accumulated from previous years.

An employee returning to work after having been on a 30 day or longer extended leave will return to employment with the district to any job opening, and would not be eligible to bid on new job postings for the length of time the employee was on leave. All positions that are open because of a special leave of an employee shall be posted, except the Head Person positions, which are Managerial. A person awarded the position that was open because of special leave, if such person was from within the organization, shall not be replaced in that position by the former employee on leave when the employee returns to work.

ARTICLE XI

JURY DUTY LEAVE

Paid Leave of Absence is authorized for any School District No. 278 employee who is required to serve on Jury Duty or act as a witness in court pertaining to School District No. 278.

The amount of wages (excluding mileage) that an employee receives for serving on Jury Duty and/or as an above witness during employee's regular work hours shall be deducted from said employee's regular School District No. 278 salary or the employee may reimburse the School District for the amount received. This procedure will result in an employee receiving no loss of regular salary when on said Leave of Absence.

Cooks are required to submit for verification to the Payroll Manager all of the following documents immediately after receiving them, when on above Leave of Absence: Jurors Summons, Notice to Report for Jury Duty, Compensation Checks for Jury Duty (including verification showing dates paid for and breakdown between wages and mileages), etc.

ARTICLE XII

PHYSICAL EXAMINATION

Physicals may be requested by the Administration. These will be paid by the School District.

All cooks shall also take such tests and provide such reports as to their health (e.g., freedom from tuberculosis) as is required by statues, rules or regulations promulgated by the State of Minnesota or any agency or department thereof.

ARTICLE XIII

LAYOFF AND RECALL

- A. Layoff and Recall by Seniority: If an employee's position is eliminated or hours are reduced by 10% or more, the employee shall have the right to displace the least senior employee in his/her classification or the least senior employee in a lower classification. Under no circumstances may an employee displace another employee in a higher job classification level.
- B. Recall: Employees on layoff will be recalled to work, as jobs at their classification level or below becomes available, in the reverse order of layoff. The last employee laid off will be the first rehired. The absence of an employee because of sickness, vacation or leave of absence of three (3) months or less will not be considered an available position.

Notice of recall shall be mailed to the employee at the home address provided to the District by the employee. The District shall provide the Union with a copy of the recall notice at (or before) the time of mailing to the employee. The employee shall accept or reject the recall (a) within five (5) calendar days after notice of recall during the school year or (b) within ten (10) calendar days during summer when school is not in session. Refusal to accept recall results in a forfeiture of seniority rights under this Section, provided the position offered is within the employee's job classifications. The refusal to accept an open position of lesser status (including fewer hours or in a lower paid classification) shall not result in the loss of seniority rights.

This Section shall apply both to an employee who is in layoff status and to an employee whose hours were reduced pursuant to Section A.

- C. Notice of Layoff or Reduction in Hours. An employee shall be notified of layoff or reduction in hours at least two calendar weeks in advance of the effective date of the layoff or reduction in hours.
- D. Seniority List: An employee shall acquire seniority based on date of hire after completion of the three (3) months probationary period. The School District will prepare a seniority list, which will be prepared at least once in the spring of each year. The seniority date assigned to each employee will be the first day of continuous service and will not include substitute work.

E. Job Postings: All persons on layoff will be provided with job posting notices by email and U.S. Postal Service mail.

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

1. discharge, resignation, or retirement;
2. failure to return to work upon expiration of leave of absence;
3. layoff without recall for a period from the employee's last day of actual work for the School District equal to the employee's length of active service, or one (1) year, whichever is less; or
4. failure to give written notice accepting recall within five (5) days after notice of recall when school is in session and fourteen (14) days when school is not in session.

ARTICLE XIV

GRIEVANCE PROCEDURE

A. Definition:

- a. A "grievance" shall mean a written complaint by an employee, group of employees, or the Union that there has been a violation, misinterpretation, or misapplication of the Contract or of board policy or practice, or that there has been unfair or inequitable treatment of the grievant by the School District.
- b. A "day" as expressed in this Article shall mean weekdays only, and shall not include weekend days or holidays recognized by Minnesota State Law.

B. Time Limitation and Service. Grievances shall not be valid for consideration unless the grievance is served upon the School District's designee within fifteen (15) days following knowledge of the act or condition which is the basis of the complaint. A grievance is served on the date on which it is mailed via U.S.P.S. certified mail, faxed, or personally served. The date of the event giving rise to the grievance or to an appeal shall not be counted in the timeline calculation. The grievant may file a grievance at Step 1 and proceeding through each succeeding step until the grievance has been resolved.

C. Waiver. Failure to file a grievance within the fifteen (15) day period shall be deemed a waiver of the grievance. Failure by the grievant at any step to appeal a grievance to the next step within the specified time limit shall be considered acceptance of the decision at that step. Likewise, failure by the School District at any step to communicate a decision within the specified time limit shall permit the grievant to proceed to the next step. If the District fails to issue a decision within the specified timeline, the grievance shall be deemed denied and the timeline to file an appeal shall begin to run commencing with the final day on which the District might otherwise have responded.

D. Extension. Time limits specified in this Agreement may be extended by mutual written agreement.

E. Time Limits. The time limits for decision or appeal of each step of the grievance process are as follows:

- Step 1 - five (5) days for decision and five (5) days to appeal.
- Step 2 - ten (10) days for decision and ten (10) days to appeal.
- Step 3 - ten (10) days for decision and ten (10) days to appeal to arbitration.

F. Steps.

Step 1 - Coordinator of Child Nutrition

Step 2 - Director of Business Services

Step 3 - Board of Education or its representative (Notice of appeal to Step 3 shall be served upon the Superintendent.)

Step 4 - Arbitration. The notice of appeal to arbitration must be made in writing to the Director of Human Resources within ten (10) working days of receipt of the Step 3 decision. The appealing party shall request that the Bureau of Mediation Services provide a list of arbitrators. The parties shall alternately strike names from the list until one arbitrator remains and is selected. The arbitrator's award shall be final and binding upon the parties.

Arbitration Hearing: The arbitration shall be heard by a single arbitrator. At hearing, both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issue before the arbitrator.

Arbitrator's Decision: The decision by the arbitrator shall be rendered within 30 calendar 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 provided for by the P.E.L.R.A.

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

G. Union Representation, Intervention, and Initiation: All employees shall have the right of Union representation at each step. The Union shall have the right to intervene and present its position at any step in the grievance procedure. The Union itself may initiate a grievance on any matter affecting the application or

interpretation of this Contract.

- H. Reprisals: No reprisals shall be invoked against any employee for processing a grievance.

ARTICLE XV

DEFINITIONS

- A. P.E.L.R.A.: The abbreviation "PELRA" shall mean the Public Employment Labor Relations Act of 1971 as amended.
- B. Terms and Conditions of Employment: The term, "terms and conditions of employment" shall mean the hours of employment, the compensation therefore, including fringe benefits except retirement contributions or benefits other than School District payment of, or contributions to, premiums for group insurance coverage for retired employees or severance pay, and the School District's personnel policies affecting the working conditions of the employees.
- C. Board Policies: The term "Board policies" shall mean those policies as set forth in the official "Board Policies Manual."
- D. Day: A "day" shall mean weekdays only, and shall not include weekend days or holidays recognized by Minnesota State law.
- E. Board: The word "Board" shall mean the Board of Education of Orono Independent School District 278.
- F. School District or District: For purposes of administering this Agreement, the words "School District" or "District" shall mean the Board or its designated representatives.
- G. Employee(s): The word "employee(s)" shall mean all persons included in this bargaining unit who are employed by the School District unless otherwise defined in a specific section of this Agreement.
- H. Exclusive Representative or Union: The words "Exclusive Representative" or "Union" shall mean Service Employees International Union Local 284.

ARTICLE XVI

DURATION AND EFFECT OF CONTRACT

- A. Term of Contract: This Contract shall become effective on July 1, 2020 and shall continue in full force and effect to and including June 30, 2022, and thereafter until a new contract is ratified.
- B. Effect of Contract: Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Contract, are hereby suspended.

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

SCHOOL SERVICE EMPLOYEES
LOCAL NO. 284

INDEPENDENT SCHOOL
DISTRICT NO. 278

Business Agent

Chairman

Union Steward

Clerk

Chief Board Negotiator

Dated this ____ day of
_____, 20__.

Dated this ____ day of
_____, 20__.

181.9413 SICK LEAVE BENEFITS; CARE OF RELATIVES.

- (a) An employee may use personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's child, as defined in section 181.940, subdivision 4, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury. This section applies only to personal sick leave benefits payable to the employee from the employer's general assets.
- (b) An employee may use sick leave as allowed under this section for safety leave, whether or not the employee's employer allows use of sick leave for that purpose for such reasonable periods of time as may be necessary. Safety leave may be used for assistance to the employee or assistance to the relatives described in paragraph (a). For the purpose of this section, "safety leave" is leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or harassment or stalking. For the purpose of this paragraph:
- (1) "domestic abuse" has the meaning given in section 518B.01;
 - (2) "sexual assault" means an act that constitutes a violation under sections 609.342 to 609.3453 or 609.352; and
 - (3) "harass" and "stalking" have the meanings given in section 609.749.
- (c) An employer may limit the use of safety leave as described in paragraph (b) or personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent to no less than 160 hours in any 12-month period. This paragraph does not apply to absences due to the illness or injury of a child, as defined in section 181.940, subdivision 4.
- (d) For purposes of this section, "personal sick leave benefits" means time accrued and available to an employee to be used as a result of absence from work due to personal illness or injury, but does not include short-term or long-term disability or other salary continuation benefits.
- (e) For the purpose of this section, "child" includes a stepchild and a biological, adopted, and foster child.
- (f) For the purpose of this section, "grandchild" includes a step-grandchild, and a biological, adopted, and foster grandchild.
- (g) This section does not prevent an employer from providing greater sick leave benefits than are provided for under this section.
- (h) An employer shall not retaliate against an employee for requesting or obtaining a leave of absence under this section.

History: 1990 c 577 s 4; 1991 c 268 s 2; 2013 c 87 s 1; 2014 c 239 art 3 s 3; 1Sp2019 c 5 art 2 s 29