

RICHFIELD PUBLIC SCHOOLS

INDEPENDENT SCHOOL DISTRICT NO. 280

**SALARY SCHEDULE, FRINGE BENEFITS
AND WORKING CONDITIONS FOR**

FOOD & NUTRITION SERVICES

2024-2026

THIS AGREEMENT ENTERED INTO BETWEEN THE SCHOOL BOARD OF INDEPENDENT SCHOOL DISTRICT NO. 280, RICHFIELD, MINNESOTA AND THE SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 284, EFFECTIVE JULY 1, 2024 THROUGH JUNE 30, 2026 IN ACCORDANCE WITH THE PUBLIC EMPLOYMENT LABOR RELATIONS ACT OF 1971, AS AMENDED.

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Be it resolved by the Board of Education of Independent School District No. 280:
The following articles constitute the terms of employment of Food & Nutrition Service employees of this District for the period of July 1, 2024, through June 30, 2026.

ARTICLE I.

RECOGNITION OF EXCLUSIVE REPRESENTATIVE:

Preamble: Recognizing that the Union is required by the provisions of the State of Minnesota Public Employment Labor Relations Act to be the sole bargaining representative of all the employees within the coverage of this Agreement, without regard to membership in the Union, the School Board hereby agrees that it will not recognize or negotiate with any other person, association, group, committee or entity other than the Union with respect to such matters and will deal solely through the agency of and with the Union.

NEW EMPLOYEE INFORMATION:

The Employer shall provide to the Exclusive Representative the following information on each new employee within thirty (30) calendar days of the employee's first date of work: 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. It is the responsibility of the Union to ensure that any data that is classified as private data under the Minnesota Government Data Practices Act that is transmitted by the District to the Union is maintained as private data.

NEW EMPLOYEE UNION MEETING:

The Union shall be allowed to meet with newly hired employees for up to thirty (30) minutes at new employee orientations or, if there are no new employee orientations, within the first thirty (30) calendar days from the date of hire. The employee/union meeting will be held at a mutually agreed upon time between the Union and District and the new employee will be eligible to be paid for this time.

REQUEST FOR DUES CHECK OFF AND POLITICAL ACTION FUND CONTRIBUTION:

Pursuant to PELRA, the exclusive representative shall be allowed dues check off and political action fund contribution. Upon receipt of notice from the Exclusive Representative that it has received an employee's authorization for the deduction of dues and /or political action fund contributions, the School District will deduct from the employee's paycheck the dues and/or political action fund contributions that the employee has agreed to pay to the exclusive representative in equal installments. The dues deduction authorization remains in effect until the District receives notice from the Exclusive Representative that an employee has changed or canceled their authorization.

The Union agrees to indemnify and hold harmless the School District and its agents, officers and employees against any and all claims, suits, orders, or judgments brought or issued against the School District as a result of any action taken or not taken as the result of a request of the Union under the provisions of this Article.

EMPLOYEE PERSONNEL FILE

Upon written or verbal request of an employee, the School District shall permit the employee to review his or her own personnel file within seven (7) working days after receipt of the request. The employee shall be permitted to attach a statement to any evaluation or discipline with which the employee disagrees. The School District shall provide a copy of documents within the personnel file upon an employee’s request and without charge to the employee.

ARTICLE II.

JOB CLASSIFICATION AND SALARY SCHEDULE:

SALARY SCHEDULE:

Position/Step	2024-2025	2025-2026
Kitchen Assistant		
Step 1	19.13	19.88
Step 2	20.23	20.98
Step 3	21.33	22.08
Production Cook		
Step 1	21.18	22.23
Step 2	21.93	22.98
Step 3	22.68	23.73
Kitchen Manager		
Step 1	25.05	25.90
Step 2	25.60	26.55
Step 3	26.20	27.25
Production Manager		
Step 1	28.79	29.84

Section 1. Certification

Beginning on July 1, 2021, all employees with School Nutrition Association Certification on file in the District Office will be paid the following additional rate:

Certification Level 2	.10
Certification Level 3	.20
Certification Level 4	.30

Section 2. Longevity

Employees shall receive additional compensation per hour as follows:

	2024-25	2025-26
After 5 years of continuous service in the unit	--	\$.15 per hour
After 10 years of continuous service in the unit	\$0.20 per hour	\$0.30 per hour
After 15 years of continuous service in the unit	\$0.30 per hour	\$0.45 per hour
After 20 years of continuous service in the unit	\$0.40 per hour	\$0.60 per hour

Section 3. Summer Incentive Stipend

Effective June 1, 2025, employees who work in the summer meal programming will receive a stipend amount over and above their base hourly rate of pay for the summer programming hours as detailed below:

Kitchen Assistant	\$1.00
Production Cook	\$1.25
Kitchen Manager/Production Manager	\$1.50

Section 4. Service Credit

Effective July 1, 2025, step increases and longevity advancements will be effective July 1 of each year for employees hired prior to February 1 of that calendar year.

One-Time Stipend 2024-2026 Contract:

Employees whose most recent date of hire within the unit is prior to July 1, 2025, and was in the months of February, March, April, May, or June shall be given a one-time payment of \$110 on their first regular paycheck for the 2025-2026 school year.

Section 5. Pay Periods

Employees will be paid twice a month beginning September 20th and on the 5th and the 20th in the subsequent months up to and including June 20th of each year. Payroll information will be communicated via an electronic, web-based system.

Section 6. Pay Equity

If the wage rates shown above are ruled to be out of compliance with pay equity legislation, a higher rate may be paid at the discretion of the District. The Union shall be given 10 day notice prior to any such increase in wage rates.

Section 7. Substitute

In the absence of the Kitchen Manager, the Production Cook will take charge and will be paid at the Kitchen Manager wage rate. If a Kitchen Assistant is assigned to perform the work of either a Kitchen Manager or a Production Cook, the Kitchen Assistant will be paid at the respective Kitchen Manager or Production Cook wage rate. The wage rate change will apply after 2 days of continuous absence and be paid retroactive to the first day of substitution.

Section 8. Uniform Allowance

- (a) \$175 uniform allowance.
- (b) In addition to the uniform allowance, the District shall provide 5 new shirts to new employees. If uniform guidelines change and existing shirts are no longer permissible, the District shall provide all employees with 5 new shirts. District shall provide up to 3 new shirts to employees each year if needed due to wear and tear.

- (c) Uniform guidelines will be determined annually by the District
- (d) The employee shall determine the place of purchase.
- (e) An employee must submit receipts to the School District. The School District will reimburse an employee within thirty (30) calendar days of receiving receipts from the employee.
- (f) Rubber gloves, plastic & cloth aprons shall be furnished by the School District.
- (g) Employees will submit a receipt for uniforms purchased by March 1st of each year to the Business office. Employees hired after March 1 during a school year, can submit a receipt within four weeks of start date and receive reimbursement.

Section 9. Salary Schedule Placement

New employees will begin at step one, however, placement at the second or third steps may be authorized by the Director of Human Resources, or designee, to give credit for related experiences. Placement at the third step shall require consultation with the union steward. Effective July 1, 2024, through June 30, 2025, employees will advance to the next step each twelve months from their hiring date.

ARTICLE III.

PROBATION PERIOD:

All new employees shall work a probationary period which shall consist of ninety (90) days of continuous service. A new employee shall not be considered a permanent employee until having successfully completed the 90-day probation period. At the District's request, the probationary period may be extended up to an additional ninety (90) days upon mutual agreement between the union steward and the district.

Employees switching classifications within the contract will be required to serve a new probationary period. An employee shall not be considered a permanent employee in this new position until having successfully completed the probationary period and acquired all required certifications. In the event an employee who has switched classifications does not successfully complete the probationary period after communication and opportunity to improve and/or achieved necessary certification, they will be offered the next available vacancy at or below their previous classification. If no vacancy exists, the individual would be placed on the substitute call list and retain rights to the vacancy and their seniority date for up to 18 months. While employees switching classifications will be considered probationary in their new role, they will not be at will employees and retain the rights indicated above. All employees must complete the required certification within the defined probationary period.

ARTICLE IV.

PHYSICAL EXAMINATIONS:

Physical exams will be required of staff members upon request by the District. When so required, the District will pay the cost of the examination if the staff member obtains the examination at a District designated facility using the District's physical examination form. The staff member will be reimbursed up to the amount paid by the District at its designated facility if the staff member obtains the physical exam at a facility other than that designated by the District

and upon presentation of the completed physical exam form along with an itemized statement from the examining facility.

ARTICLE V.

HOURS OF WORK:

Section 1. Work Week

Five (5) eight-hour days, Monday through Friday, inclusive, shall constitute the regular work week.

Section 2. Compensatory Time

All work performed in excess of forty (40) hours per week shall be compensated for at the rate of time and one-half. Consistent with federal law, vacation and holiday hours, sick leave and other leaves, paid and unpaid, shall not be considered as hours of work for purposes of calculating overtime.

Section 3. Additional Work

- (a) An employee shall be paid at a rate of time and one-half for any scheduled work performed outside the regular work schedule on school days during the school year that is not contiguous to the employee's regular work schedule.
- (b) For hours worked after eight (8) continuous hours of scheduled work, the employee and supervisor will agree whether those additional hours will be paid at a rate of time and one-half or whether the additional hours will be compensated by time off within the same pay period.
- (c) An employee who is called back to work shall be paid at the rate of time and one-half for hours worked with a minimum of two hours pay regardless of whether the employee must actually perform two hours of work.
- (d) Catering hours will be offered to members of the Nutrition Services team and will be considered optional.

Section 4. Overtime Pay

The Board shall pay for all overtime worked during any given month on the next regular payday provided the overtime report is in proper form, signed and approved.

Section 5. Breaks

Employees working four or more hours in a day shall receive one fifteen (15) minute paid break each day. District will schedule time and staffing. Employees may occasionally need to miss some or all of their break as determined by the District.

Section 6 Notification:

- (a) The District shall notify employees by June 15 of any mandatory training or other duty days occurring before the first day of the next school year.

- (b) To the extent possible, the District shall notify employees by June 15 of any duty days scheduled on non-student contact days during the school year.
- (c) During the school year, every effort shall be made to provide thirty (30) calendar days notice of training or other duty days occurring on non-student contact days. Attendance on these non-student contact days shall not be mandatory, but the District may require that employees make up the training online or on other days.

Section 7. Emergency Closing

- a) On days when all schools are officially closed by the Superintendent or designee, employees directed to stay home will suffer no loss of pay.
- b) The District may reassign affected employees during the closing.
- c) In the event of a lost contract day due to emergency closing, the district may schedule a make-up day when the employee will be expected to work his/her regular duties. Employees who are released from work on the emergency closing day, but required to work the make-up day will only receive compensation for the make-up day.
- d) In the event an employee has a prior commitment on a make-up day, previously scheduled as a non-duty day, the employee will be permitted to use a personal leave day, if available, or take the day as an unpaid day. In the event the employee has extenuating circumstances and no remaining personal leave days, the employee may request an additional personal leave day to be allocated from accrued sick leave. Final approval for use of personal leave days and unpaid days will be at the discretion of the Director of Human Resources.
- e) Twelve-month employees required to work the emergency closing day will receive compensatory time to be used within 30 days from the date of the emergency closing, but no later than the end of the school year.
- f) Nothing in this section limits the district's authority for layoff of employees pursuant to Article VIII.

ARTICLE VI.

LEAVES:

Section 1. Sick Leave

- (a) Sick leave allowance of ten (10) days per year, accumulative, shall be allowed. Employees earn sick leave at a rate equal to or more generous than the earned sick and safe time (ESST) law requires and, thus, their accrual of sick leave satisfies the District's obligation to provide them with ESST leave.
- (b) Days of sick leave shall be credited when the school year starts. Employees who work less than the full school year shall receive sick leave on a pro rata basis.
- (c) Employees may use sick leave for any ESST-qualifying reason outlined in Minnesota Statutes section 181.9447, as amended.

Section 2. Bereavement Leave

Upon advance notice and arrangement with the food service director, up to five (5) days per year of paid leave, non-accumulative, may be used by an employee for the attendance at or to make the arrangement for the funeral of a relative or friend. Days used for bereavement leave are not deducted from accumulated sick leave.

Section 3. Personal Leave

Each regularly employed worker shall be granted two (2) days of personal leave per year, which will be deducted from accumulated sick leave when used, to handle important personal matters at the worker's own discretion. Requests for such leave must be made to the food service director at least two (2) work days in advance. Not more than one employee shall be permitted to use this personal leave at one time per kitchen. Leave will be approved on a first-come, first-serve basis.

After the annual allocation identified above is used, additional personal leave days will be unpaid.

Only one day of personal leave per year may be used on a day immediately preceding or following a break in the school calendar. Additional days connected to a break within the same school year or consecutive days connected to a break will be without pay unless otherwise authorized under Article VI of the contract. For purposes of this section, a break in the school calendar is considered any day, other than Saturdays or Sundays, staff are not assigned to be at work.

Section 4. Notice for Use of Sick Leave or Personal Leave

If the need for use of sick leave is foreseeable, an employee must provide notification at least seven days in advance using established reporting procedures of the intent to use sick leave. If an employee's need for use of sick leave is unforeseeable, an employee must report their absence using established reporting procedures as soon as practicable.

Requests for personal leave must be made to the Director of Food & Nutrition at least two (2) work days in advance.

An employee is responsible for providing notification regarding which leave they are taking – sick leave or personal leave.

Section 5. Documentation of Use of Sick Leave or Personal Leave

The District may require employees to provide reasonable documentation as outlined in Minnesota Statutes section 181.9447, as amended, indicating that the sick leave or personal leave is being used for an ESST-qualifying reason. The final determination as to the eligibility of an employee for sick leave or personal leave is reserved for the District. If documentation is required, the employee will be so advised.

Section 6. Jury Duty:

Employees shall be granted the additional amount to make up full pay if required to serve on Jury Duty.

Section 7. Leave of Absence:

An employee granted a leave of absence shall suffer no loss of seniority or job rights except as provided herein.

To comply with the requirements of the PERA, any employee covered by this contract wherein the accumulated sick leave is entirely used, and said staff member is not able to return to their normal duties because of illness, the Board of Education will pass a resolution granting a temporary leave of absence and will notify the office of the PERA of this action. The “temporary leave of absence” shall be for the remainder of the school year during which the employees become disabled. This right will be extended the maximum of one (1) additional school year upon written request by the employee if the employee continues to be disabled.

ARTICLE VII.

HOLIDAYS:

All cafeteria employees will have nine (9) paid holidays; Labor Day, Thanksgiving Day, Day after Thanksgiving, one day at Winter Break, December 31st, New Year’s Day, Martin Luther King Jr.’s Day or President’s Day, Spring Holiday and Memorial Day.

In the event that any of the above referenced holidays fall on a regularly scheduled work day as provided in the school calendar, an alternative day will be designated by the employer following a meet and confer session with the union steward.

ARTICLE VIII.

SENIORITY:

The Board recognizes that the purpose of seniority is to provide a declared policy as to the order of layoff and recall of employees. If an employee's position is eliminated or the hours reduced, the employee will be provided at least two weeks advance written notice. The employee shall have the right to displace the least senior employee in the same classification with the nearest equivalent hours or the least senior employee in a lower classification with the nearest equivalent hours, 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 with the nearest equivalent hours in the next 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 or with greater seniority. If any opening subsequently occurs, recall will be on the same basis in reverse. Employees will retain recall rights for a period of two (2) years. If an employee without good reason fails or refuses to return to work when recalled within five (5) days after the notice of recall, the employee shall lose their seniority rights. The Board shall determine what constitutes a good reason for failure to return to work when the employee has been recalled. Good cause shall include, but not be limited to, temporary illness and temporary absence from the city.

LAYOFF CLASSIFICATION CHART

Production Manager
Kitchen Manager

Production Cook
Kitchen Assistant

ARTICLE IX.

VACANCIES:

New positions, or vacancies of three (3) hours or more per day, will be posted on the district website for a period of five (5) working days. Increases to positions of less than one hour per day may be made without requiring a posting. The posting shall include the hours for that position. Applications of the interested parties should be sent to the Human Resources office.

The leading candidates whose background and abilities best meet the requirements as defined in the posted position will be called in for an interview by the Director of Human Resources or designee.

The selection of the candidate for the position will be made no later than 30 calendar days after the completion of the posting of the position. If the position is not filled, the position will be reposted and the timeline will be renewed.

A copy of the letter to the candidate(s) selected for the position shall be sent to the appropriate supervisor and the appropriate steward.

An internal applicant not granted a position has the right to request through the union steward the reasoning behind the administration's rejection of the application with the intent being to increase or correct any qualifications that are lacking in order to be considered in future job postings.

Employees placed into a position for which they do not hold the required certification will be given ninety (90) workdays to acquire certification as the required level. Additional time may be given for extenuating circumstances.

ARTICLE X.

BENEFITS

Section 1. Eligibility

- (a) An employee must complete 30 calendar days of employment in order to be eligible to enroll in the District's fringe benefits program. The employee will be eligible for benefits on the 1st of the month following the completion of the 30 days referred to above.
- (b) An employee must pay the employee's portion of premium for medical coverage one (1) month in advance, if the employee's earnings are not sufficient to cover any monthly premium amount which exceeds the District's maximum contribution.
- (c) Part-time employees working more than 14 hours per week but less than 40 hours per week shall be eligible for medical, and dental benefits and life insurance. The monthly district contribution will be prorated according to the number of hours assigned of the 40-hour week. If the premium for the medical plan selected is less than the maximum district contribution specified in Section 1, then the monthly premium will be prorated according to the number of hours assigned of the 40-hour week.

Section 2. Medical Benefits

- (a) The School District shall provide a program of single and dependent medical benefits. The District will select the insurance carrier and policy after considering the recommendations of the Medical and Dental Benefits Committee. Any modifications to the deductible amounts and plan options during the term of the contract may be agreed upon via a Memorandum of Agreement between SEIU 284 and the District.
- (b) Participation in the School District insurance program is voluntary on the part of the employee. No additional compensation will be made to those who choose not to accept any or all portions of the program.
- (c) The District shall offer at least one deductible medical benefit plan coupled with a VEBA Trust. Each employee who chooses to enroll in a deductible/VEBA plan shall receive a District contribution to a VEBA account set up for that employee. The following provisions shall apply to the deductible/VEBA plan offered by the District:
 - 1. Single Coverage: The District shall pay the full cost of the single premium for the deductible plan. For information purposes only, this is the plan identified as Plan A during the 2024-2025 school year. In addition, the District will make a \$1,250 annual contribution, paid on a semi-annual basis, to the employee's VEBA account.
 - 2. Dependent Coverage: Effective July 1, 2024, the District shall pay \$1,400 per month toward the cost of the dependent premium for the deductible plan. Effective July 1, 2025, the District shall pay \$1,600 per month toward the cost of the dependent premium for the deductible plan. In addition, the District will make a \$1,500 annual contribution, paid on a semi-annual basis, to the employee's VEBA account.
 - 3. The employer will contribute up \$6.00 per month to the VEBA trust for administrative fees for all individuals employed by the District and covered by this master agreement at the time the administrative fee is due. Individuals not employed at the time of the administrative fee charge will have the fee deducted from the VEBA account.

Each employee enrolled in the program shall contribute, through payroll deduction, any premium amount which exceeds the District's maximum contribution. Enrollment in the program shall be on an annual basis.

- (d) All employees who have at least 15 years of continuous employment in the Richfield School District and who are at least age fifty-five (55) may continue* to participate in the District Hospitalization-Major Medical program. An employee who retires will also be allowed to continue* in the District Dental program. For employees hired prior to January 1, 2011, the District contribution for retired employees participating in Hospitalization-Major Medical and Dental programs will be adjusted so that it is the same for retired employees as it is for active employees. Any additional premium cost must be paid by the retiree and will be increased annually. This provision shall apply until the individual becomes eligible for another employer's* or any other health plan, or according to the following schedule, whichever comes first.

Completion of 15 years in Richfield	48 months
Completion of 20 years in Richfield	60 months
Completion of 25 years in Richfield	72 months
Completion of 30 years in Richfield	120 months

* “continue” means that the employee has enrolled in the medical and dental plans he/she desires to participate in following retirement during the open enrollment period that takes place at least 12 months prior to retirement.

*Provided the aggregate value of benefits of another employer’s medical insurance is not less than the medical insurance plan in effect for ISD 280, nor will the employee payment for another employer’s premiums be greater than the amount required by the Labor agreement in effect between ISD 280 and SEIU 284 Cafeteria personnel.

(e) For employees hired after December 31, 2010 the District will contribute toward a post-employment Health Reimbursement Account (HRA) established for the individual with a third party administrator identified by the District. Funds will accrue in the individual’s account and become available to the employee at time of separation from the District. The District will make contributions to the account as follows:

1. \$2,500 at the completion of 10 years in the District; and
2. \$250 at the completion of each additional year of experience in the District.
3. The amounts above in 1. and 2. will be prorated based on the employee’s FTE for the period covered.
4. The District makes no representations or guarantees regarding the tax qualified status of any Health Care Savings Plan selected.

(f) Employees who retired prior to September 30, 2000 and who are eligible and have maintained post retirement medical and dental coverage will retain such coverage concurrent with the terms and conditions of the 1998-2000 Cafeteria Master Agreement.

Section 3. Income Protection

(a) The School District shall make available a contributory income protection plan for all 40-hour employees. Benefits shall begin after the seventy-eighth (78th) calendar day of total disability. Acceptance of this provision is voluntary on the part of the employee but no additional compensation will be made to those who choose not to accept coverage.

(b) The District will pay the cost of the Long-Term Disability (LTD) insurance to a maximum of two-hundred and fifty-five (\$255) dollars per year for each participant. The employee will pay the balance.

(c) The District will continue to pay the district contribution toward the premium amounts for medical and dental insurance coverage for a period of 24 months from the date of disability for those individuals on long term disability who were participating in those programs at the time of their disability. After the 24th month on long term disability, the district contribution toward the health insurance premium shall equal the cost of the

single premium for the high deductible plan for medical insurance and premium for dental insurance. District contributions toward these insurances will continue until the individual becomes eligible for Medicare or Medicaid benefits.

Section 4. Dental Insurance

The School District will purchase dental insurance for all full time employees and their dependents. The District shall contribute to a maximum of \$59.00 effective July 1, 2022, for a plan based on a composite bid quotation. If the composite cost exceeds the District contribution, the excess amount shall be prorated on a monthly basis among the employees with dependent coverage.

Section 5. Life Insurance

Employees will receive a five thousand (\$5,000) dollar term life insurance policy.

Section 6. Tax Shelter Annuities

- (a) All personnel may participate in the Tax Sheltered Annuities program.
- (b) All employees who wish to enter the Tax Sheltered Annuity program for the first time, on a non-matching basis, must complete the District and company forms provided for this purpose and must submit the District forms to the Human Resources office. Entry into the program may occur at any time. The District Tax Sheltered Annuity Form must be completed and returned to the District Human Resources office at least thirty (30) days before the payroll date on which tax deduction is to begin.
- (c) An employee who has filed the District Tax Sheltered Annuity program form shall have that program automatically continue for the identified dollar or percentage amounts as indicated on the form until changed or cancelled. A new form will be needed each year only if the individual wishes to make a change in the present plan, i.e., carrier, dollar amount or percentage.
- (d) The District will contribute on a matching basis up to 1% of salary for employees beginning after five (5) years of employment and up to 2% of salary upon completion of eight (8) years of employment. Initial entry or re-entry into the District matching program shall occur on September 1 or January 1 of each year provided the District Tax Sheltered Annuity form is submitted to the Human Resources office 30 days in advance.

ARTICLE XI.

RETIREMENT:

Section 1. Incentives for Retirement

- (a) An individual who has at least ten years of credited experience in the Richfield Public Schools and who is at least age fifty-five (55) shall receive severance pay upon resignation. For purposes of this section, credited experience is defined as the number of years the employee works more than 14 hours per week. The amount of severance pay shall be based on accrued sick leave. Accrued sick leave shall mean the number of days the individual has accumulated at the effective date of retirement. The individual's

severance pay shall be the sum of the applicable amounts determined by the provisions of both Subdivisions (c) and (d).

Severance pay is considered earned only after the employee completes active employment through the Board approved retirement date.

- (b) This benefit will be prorated in relationship to the number of hours worked at the time of retirement, for example:

eight-hour personnel -- 8/8
seven-hour personnel -- 7/8
six-hour personnel -- 3/4
etc.

- (c) The individual shall multiply accumulated sick leave by the appropriate percentage from the chart below. The product of this multiplication shall then be multiplied by sixty-five (\$65.00) dollars for the years 2024-2025 and 2025-2026 to determine the severance pay for this Subdivision. In no case, however, shall the benefit from this Subdivision exceed seven thousand five hundred (\$7,500) dollars.

Ninety (90%) of accrued sick leave

- (d) An individual who has at least fifteen (15) years of credited experience in the Richfield School District shall be paid the following amount as defined in Subdivision (a):

\$3,500

- (e) The individual shall receive the amount of severance pay in one (1) lump sum payment within thirty (30) days of the last date of employment by the District.

If an individual dies before all or a portion of the severance pay has been disbursed, that balance due shall be paid to a named beneficiary or, lack of same, to the deceased's estate.

- (f) The provisions of the Richfield Public School Incentive for retirement shall apply to resignations for retirement for 2024-2025 and 2025-2026.

ARTICLE XII.

DISCIPLINE:

Section 1: Just Cause.

The Employer shall have the right to discipline employees for just cause. Due process shall be provided.

Section 2: Advance Notice of Anticipated Action

Before a nutrition services employee is disciplined, beyond verbal notification, they are entitled to advance notice of the anticipated action. Notice can be either oral or written and should include the following:

1. Explanation of concerns;
2. Explanation of evidence supporting such concerns; and
3. Opportunity for the nutrition services employee to present their side of the story or defense.

Section 3: Discipline Levels

The Employer recognizes the need for progressing through a series of levels. Normally the Employer will utilize the levels for discipline in the order listed below, but the specific level chosen is within the discretion of the superintendent or a designee. Circumstances surrounding each individual case will affect the level chosen.

Levels of Discipline:

1. Written Reprimand.
2. Suspension without pay.
3. Termination.

Section 4: Miscellaneous

- A. A nutrition services employee will be informed of the right to have a Union representative present at each level of discipline.
- B. A nutrition services employee may grieve any level of discipline through the procedures of Article XIII (Grievance Procedure).
- C. Employees who are to be terminated shall be notified in writing of such action together with a statement of the reason(s) for the discharge.
- D. Termination during the probation period shall not be grievable.
- E. Nutrition service employees may be suspended with pay during investigations. It is understood that suspension with pay does not constitute discipline.

ARTICLE XIII.

GRIEVANCE PROCEDURE:

Section 1. Definition

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 this agreement.

Section 2. Timeliness

Within fifteen (15) working days following knowledge of the act or condition which is the basis of the complaint, the grievant may file a grievance beginning at Step 1 and proceeding through each succeeding step until the grievance has been resolved. Except by mutual agreement, failure by the employer at any step to communicate a decision within the specified time limit shall

permit the grievant to proceed to the next step; likewise, 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. The time limits for decision or appeal are as follows:

- Step 1 - ten (10) working days
- Step 2 - ten (10) working days
- Step 3 - ten (10) working days.

Decision or appeal should be completed as soon as possible but shall not exceed the time limit specified.

Section 3. Steps

Step 1: The cognizant supervisor. (The cognizant supervisor shall be the individual directly responsible for the operation of the department in which the grievant works. In this unit it will be the Director of Food & Nutrition Services.)

Step 2: Director of Human Resources.

Step 3: The Superintendent of Schools or designee.

Step 4: Arbitration under the Public Employment Labor Relations Act of 1971, incorporating the use of one arbitrator, the arbitrator's award being final and binding upon the parties.

Section 4. 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 agreement.

Section 5. Reprisals

No reprisals shall be invoked against any employee for processing a grievance.

Section 6. Cost of Transcript

The cost of a transcript of the arbitration shall be borne by the party demanding the transcript. If no demand is made, but a transcript is required, the cost shall be shared equally by the parties involved.

FOOD & NUTRITION SERVICES CONTRACT DOCUMENT AUTHORIZATION

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

For: SEIU Local 284
450 Southview Boulevard
South St. Paul, MN 55075

For: Richfield Public Schools #280
401 70th St. W.
Richfield, Minnesota 55423



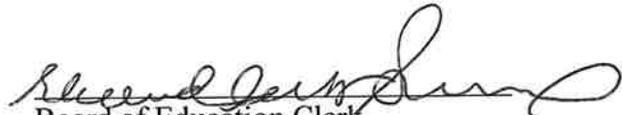
Union Representative



Board of Education Chair

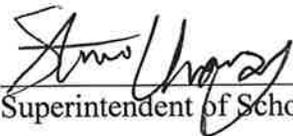


Union Representative



Board of Education Clerk

Union Representative



Superintendent of Schools

Dated this 21 day of May, 2025

Dated this 21 day of April, 2025

THIS AGREEMENT shall be in force from July 1, 2024 through June 30, 2026, and shall continue as is from year to year unless either party shall notify the other in writing sixty (60) days prior to expiration date of their desire to re-open negotiations.

MEMORANDUM OF AGREEMENT
Between
RICHFIELD PUBLIC SCHOOLS ISD #280
And
SEIU LOCAL 284 – RICHFIELD FOOD AND NUTRITION SERVICES

The Memorandum of Agreement (“MOA”) is entered into by and between the Service Employees International Union Local 284 (“Union”) and Independent School District No. 280, Richfield Public Schools (“District”).

WHEREAS, the Union and the District (collectively, “the parties”) are parties to a collective bargaining agreement which expires on June 30th, 2026, and continues in effect thereafter until superseded by a successor, governing the negotiated terms and conditions of employment for Nutrition Services workers (“Employees”) who are employed by the District (“the CBA”); and

WHEREAS, in the course of bargaining the CBA, the parties agreed to implement new language governing the terms and conditions of special event work performed by Employees; and

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained within this MOA, the Union and the District agree to the following provisions governing the terms and conditions of employment for Employees performing special event work:

1. Events sponsored by the District will not be paid at the overtime rate of time-and-a-half unless they meet one of the following conditions: (1) the employee is otherwise eligible for overtime pay per another part of this agreement, (2) the customer is billed for an overtime rate for labor, or (3) if the employee is returning after having already finished their regular assignment for the day.
2. Catering events not sponsored by the District will be paid at the overtime rate of time-and-a-half.
3. Employees will be assigned to staff these events in the following manner:
 - a. First, it will be offered to the Kitchen/Production Manager at the building in question
 - b. Second, any open positions will be offered to the Production Cook(s) at the building in question
 - c. Third, any open positions will be offered to the Kitchen Assistant(s) at the building in question
 - d. Fourth, any remaining positions will be offered to Employees at other buildings in the District in the order above (i.e., Managers, Production Cooks, then Assistants)
 - e. Lastly, it is agreed that these steps are subject to the need by the District to staff events with Employees who possess licenses required by the state or federal government. Any Employees who do not possess a license required for a position can be skipped in the steps laid out here.

This MOA will take effect upon signature by both parties and will remain in effect until the CBA is superseded by a successor.

In the event any person asserts that a provision of this MOA is ambiguous, this MOA must be construed to have been drafted equally by all parties.

The parties recognize that this MOA is arising out of unique circumstances and therefore cannot be construed by either party in any proceeding, negotiation, or grievance as creating any past practice or establishing a precedent that in any way binds either party.

This MOA is enforceable under the grievance and arbitration procedures in the CBA and can be used in any proceedings for the purposes of its own enforcement.

This MOA constitutes the entire agreement between the parties relating to the subject matter addressed in this MOA. This MOA controls to the extent that it conflicts with the terms of the CBA. No changes to this MOA are valid until they are in writing and are signed by both parties.

The provisions of this MOA shall be severable if any provision hereof or the application of any such provision under any circumstances is held invalid by a court of competent jurisdiction it shall not affect any other provisions of this agreement or the application of any other provision hereof.



Craig Holje
Chief Human Resources
and Administrative Officer
ISD 280



Hal Goetz, Contract Organizer
SEIU Local 284

4/22/25
Date

5/21/25
Date

A MEMORANDUM OF AGREEMENT

The Memorandum of Agreement (“MOA”) is entered into by and between the Service Employees International Union Local 284 (“Union”) and Independent School District No. 280, Richfield Public Schools (“District”).

WHEREAS, the Union and the District (collectively, “the parties”) are parties to a collective bargaining agreement which expires on June 30th, 2026, and continues in effect thereafter until superseded by a successor, governing the negotiated terms and conditions of employment for Nutrition Services employees (“Employees”) who are employed by the District (“the CBA”, which refers both to the 2024-2026 CBA and its successors and, unless years are specified, should be understood to refer to whichever CBA is currently in effect); and

WHEREAS, during the 2023 legislative session, the state of Minnesota adopted new statutes, which were amended in 2024, governing the accrual and use of earned sick and safe time (“ESST”), namely Minnesota Statutes 181.9445 – 181.9448; and

WHEREAS, in the course of bargaining the CBA, the parties agreed to change the language in the CBA governing the use of sick leave to more closely align with new statutory language; and

WHEREAS, the parties further agreed to enter into this MOA to govern the use of sick leave in case the statutes identified herein are revised during the term of this MOA in a way that the language in the CBA would cause employees to have worse sick leave benefits than they had prior to the implementation of the 2024-26 CBA.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained within this MOA, the Union and the District agree to the following provisions governing the impact of any future changes to the statutes identified herein:

1. The parties will meet and confer on whether the MOA is still necessary, should be altered, or has been triggered whenever new applicable statutes are passed, existing statutes are amended, or the leave language in the CBA is changed.
2. This MOA will be triggered if during the term of this MOA, the interaction of state sick leave laws and the language in the CBA ever causes employees to have worse sick leave benefits on the whole than they had under the terms of the 2022-2024 CBA.
3. If this MOA is ever triggered by the terms of Item 2 of the MOA then the following provisions of the 2022-2024 CBA will take effect, but in no event shall this result in an employee receiving duplicative benefits:

Section 1. Sick Leave

- a. Sick leave allowance of ten (10) days per year, accumulative, shall be allowed.
- b. Days of sick leave shall be credited when the school year starts. Employees who work less than the full school year shall receive sick leave on a pro rata basis.
- c. An Employee may use one (1) day of accumulated sick leave for each day of illness of the Employee’s child who is less than eighteen (18) years old, or up to twenty (20) years

old and attending a secondary school, due to an illness of or injury to the child for such reasonable periods as the employee's attendance with the child may be necessary.

- d. An employee who has been employed by the district for the most recent 12 month period and holds a 0.5 FTE or greater position may use up to twenty (20) days of accumulated sick leave during the school year as is medically necessary to care for an ill spouse, parent, step-parent, parent-in-law, sibling, grandchild, or grandparent.
- e. An employee who has not been employed by the district for the most recent 12 month period and/or who does not hold a .5 FTE or greater position may use up to five (5) days in any one year of earned sick leave for illness in the immediate family. The immediate family shall include wife, husband, child, brother, sister, parent, guardian, or parent-in-law. These days will be deducted from available personal leave in Section 2.

Section 4. Medical Leave:

The School District may require an employee to furnish a medical certificate from a licensed medical professional as to evidence of illness, medical condition (e.g. childbirth), or accident, indicating such absence was due to illness or injury, to qualify for sick leave pay. Such medical certificate may pertain to the employee, child, or other individual as appropriate to the Division of Section 1, cited in the leave request. Any leave of five or more consecutive days of absence or intermittent days required to care for the same medical condition within the same school year will require a medical certificate from a licensed medical provider. The final determination as to the eligibility of an employee for sick leave is reserved to the School District. In the event that a medical certificate will be required for unrelated intermittent leave, the employee will be so advised.

4. If Item 2 of this MOA is triggered, then when the current CBA expires, the parties will meet and negotiate in good faith on how to include sick, personal, and bereavement leave in future CBAs.

This MOA will take effect upon signature by both parties and will remain in effect until Item 2 has been triggered and then Item 4 has been fulfilled or until the successor to the CBA in effect on June 30, 2036, has been ratified by both parties and has taken effect, whichever is earlier. However the expiration of the MOA is triggered, it shall remain in effect until all grievance and arbitration timelines have been exhausted to contest that the conditions of the MOA have been faithfully carried out.

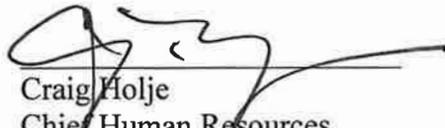
In the event any person asserts that a provision of this MOA is ambiguous, this MOA must be construed to have been drafted equally by all parties.

The parties recognize that this MOA is arising out of unique circumstances and therefore cannot be construed by either party in any proceeding, negotiation, or grievance as creating any past practice or establishing a precedent that in any way binds either party.

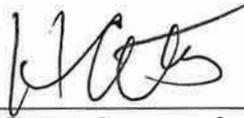
This MOA is enforceable under the grievance and arbitration procedures in the CBA in effect at the time of the alleged grievance and can be used in any proceedings for the purposes of its own enforcement.

This MOA constitutes the entire agreement between the parties relating to the subject matter addressed in this MOA. This MOA controls to the extent that it conflicts with the terms of the CBA. No changes to this MOA are valid until they are in writing and are signed by both parties.

The provisions of this MOA shall be severable if any provision hereof or the application of any such provision under any circumstances is held invalid by a court of competent jurisdiction, and it shall not affect any other provisions of this agreement or the application of any other provision hereof.



Craig Holje
Chief Human Resources
and Administrative Officer
ISD 280



Hal Goetz, Contract Organizer
SEIU Local 284

4/22/25
Date

5/21/25
Date