



Working Agreement Between  
**AFSCME Local 2566**  
**Austin Food & Nutrition Service**  
*and*  
**Independent School District No. 492**  
*July 1, 2023 - June 30, 2025*

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**AUSTIN FOOD & NUTRITION SERVICE  
WORKING AGREEMENT  
TABLE OF CONTENTS**

ARTICLE 1: RECOGNITION ..... 3

ARTICLE 2: MANAGEMENT RIGHTS ..... 4

ARTICLE 3: EMPLOYEE RIGHTS ..... 5

ARTICLE 4: PROBATIONARY PERIOD ..... 6

ARTICLE 5: POSTING OF VACANT POSITIONS ..... 7

ARTICLE 6: SENIORITY ..... 8

ARTICLE 7: LAYOFF AND RECALL ..... 9

ARTICLE 8: SALARY AND WORK HOUR PROVISIONS ..... 10

ARTICLE 9: INSURANCE ..... 14

ARTICLE 10: MISCELLANEOUS PROVISIONS ..... 15

ARTICLE 11: LEAVES OF ABSENCE ..... 16

ARTICLE 12: DISCIPLINE AND DISCHARGE ..... 20

ARTICLE 13: GRIEVANCE PROCEDURE ..... 21

ARTICLE 14: WORKER'S COMPENSATION ..... 25

ARTICLE 15: PUBLIC OBLIGATION ..... 26

ARTICLE 16: PUBLICATION ..... 27

ARTICLE 17: RETIREMENT ..... 28

ARTICLE 18: TAX DEFERRED MATCHING CONTRIBUTIONS PLAN 403(b) ..... 29

ARTICLE 19: DURATION ..... 30

APPENDIX A: HOURLY WAGE SCHEDULE A ..... 31

APPENDIX B: LONGEVITY ..... 32

## ARTICLE 1: RECOGNITION

- A. This agreement, entered into between Independent School District No. 492, Austin, Minnesota, hereinafter referred to as the School District or Employer, and Local 2566 of the American Federation of State, County, and Municipal Employees (AFSCME), Minnesota Council 65, hereinafter referred to as the Union, pursuant to and in compliance with the Public Employment Labor Relations Act, hereinafter referred to as P.E.L.R.A. The parties recognize AFSCME as the exclusive representative for the Austin Food & Nutrition Service Employees.
- B. The Union is the exclusive bargaining agent for all Food & Nutrition Service employees who are employed more than fourteen (14) hours per week or thirty-five percent (35%) of the normal work week and for more than sixty-seven (67) work days per year, excluding substitutes, student help, confidential, supervisory and all other employees.
- C. The definition of a regular work week for Food & Nutrition Service employees shall be 30 hours per week for a period of time equal to the regular school year as established by the school board pursuant to Minnesota Statutes §120A.40.
- D. The definition of substitute employee shall be one who is not regularly an employee, but who is employed for an occasional absence of regular employees. Substitutes shall be paid the regular substitute rate of pay.
- E. The definition of temporary employee shall be one who is employed for a long term of absence of a regular employee. Such temporary employee shall be paid at the substitute rate of pay. Longer term absence shall be defined as one that is to last two (2) weeks or more than ten (10) consecutive working days in the same position.
- F. This agreement is entered into between Independent School District No. 492 and their successor(s) and AFSCME Local 2566, Austin Food & Nutrition Service Employees.

[Back to Table of Contents](#)

## ARTICLE 2: MANAGEMENT RIGHTS

- A. The District retains all rights to manage and direct the operations and the employees of Independent School District No. 492 to the full extent of its statutory authority except as modified by an expressed term of this agreement. These Management Rights retained by the District include, but are not necessarily limited to the following:
1. The management and control of all properties, facilities, equipment and materials of Independent School District No. 492.
  2. The right to hire all employees, determine qualifications, procedures and conditions for employment and continued employment, assignment or reassignment of all employees.
  3. The right to determine the work day and work standards for employees, as well as the right to introduce new and/or improved equipment, methods, procedures, and facilities.
- B. The Union recognizes that the District is not required to meet and negotiate on matters of inherent managerial policy which include, but are not limited to: budget; utilization of technology; organizational and administrative structure; selection, direction and number of personnel; as well as all other areas of discretion and authority reserved to the District in order to carry out its primary obligation to be responsive to the educational needs of the students and community.
- C. The exercise of these rights, duties and responsibilities by the District; the adoption of policy, rules and regulations in furtherance thereof; and the use of judgment and discretion in connection therewith; shall be limited only by the specific and express terms of this Agreement and the laws which govern the District.

[Back to Table of Contents](#)

## ARTICLE 3: EMPLOYEE RIGHTS

- A. Rights 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 without fear of punitive actions as a result of expression of views, so long as the same is not designed and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the Exclusive Representative.
- B. 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.
- C. Request for Dues Check Off: The Exclusive Representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any Exclusive Representative that has lost its right to dues check off. Upon receipt of a properly executed authorization card of the employee involved, the School District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization in equal installments, beginning with the first pay period in September and ending with the last pay period in May. Dues deduction will be remitted to the Exclusive Representative at the end of each month.

[Back to Table of Contents](#)

## ARTICLE 4: PROBATIONARY PERIOD

- A. Probationary Period: An employee under the provisions of this agreement shall serve a probationary period of four (4) 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; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provision of the contract alleged to have been violated.
- B. Probationary Period; Change of Position: In addition to the initial probationary period, an employee transferred or promoted to a different position shall serve a new probationary period of three (3) calendar months in any such new position. During this three (3) month probationary period, if it is determined by the School District that the employee's performance in the new position is unsatisfactory, the School District shall have the right to reassign or return the employee to their former position if possible.
- C. Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay or discharged only for cause. An employee who has completed the probationary period and is suspended without pay or discharged shall have access to the grievance procedure.
- D. Seniority Date: Employees shall acquire seniority upon completion of the probationary period as defined in the agreement and, upon acquiring seniority, the seniority date shall relate back to the first date of service in a position governed by this agreement. In the event of ties in seniority, such ties shall be broken as follows and in the following order of priority:
- (a) In case of ties in the number of years and months of seniority, the seniority shall be determined by the first date of work performed by the employee in continuous employment covered by this contract.
  - (b) If there are ties in the date that employees first performed work in continuous service for the employer, the last four digits of each employees social security number will be used. The employee with the lowest number will be the most senior employee.

[Back to Table of Contents](#)

## ARTICLE 5: POSTING OF VACANT POSITIONS

- A. A temporary vacancy existing up to three (3) months may be filled at the discretion of the employer without posting of any notices.
- B. When a permanent employee is granted a leave of absence, the temporary vacancy will be posted and filled according to Article V (C). The temporary vacancy is defined as one (1) calendar year following the date the vacancy occurs. If the temporary vacancy becomes permanent, the position will be posted.

Notice of vacancies in Food & Nutrition Service positions which are in excess of one (1) year and newly created positions shall be posted for five (5) working days on the district website. Any vacant position will be filled within five (5) working days from the end of the posting period. Positions will be filled by a member of the unit first. A Hiring Committee comprised of the Human Resource Director, Food Service Director, and 3 members and one alternate of the Food Service unit (to be determined by the unit) will participate in the interview process. The top 3 senior candidates will be interviewed for the position. The composition of the Hiring Committee will be for the duration of the working agreement. If a unit member posts on a job posting, is offered, and accepts the job, the unit member will have five (5) working days to decide if they want to keep the new posting or go back to their old posting.

Positions requiring an interview will be filled within ten (10) working days from the end of the posting period. Employees interested in making application for the posted position shall sign the posting in the Human Resources Department.

If, in the first thirty (30) days after a newly created position of Helper or Second Cook is posted and filled, the time for the position is improved by more than one (1) hour, the position will be re-posted.

- C. Posting procedures include:
  - 1. In the event that positions become available during the summer for the following school year, employees shall have a period of seven (7) working days to submit an application for the open position.
- D. A copy of the posting shall be provided to the Chief Steward of the local at the same time it is posted. Jobs posted during the school year shall be posted within the kitchens in the district.
- E. In the event a school is closed, and another school needs a substitute to fill a vacant position, the vacant position shall be filled by seniority from the closed school(s).
- F. Employees posting for open positions will do so through the school districts online application system.

[Back to Table of Contents](#)

## ARTICLE 6: SENIORITY

- A. Seniority shall be granted only to those employees who work an average of fourteen (14) hours or more per week or thirty-five percent (35%) of the normal work week and more than sixty-seven (67) work days per fiscal year, which runs from July 1 to June 30. In any one fiscal year, an employee shall accrue a maximum of one year's seniority for all services performed.
- B. If an employee has assignments in different buildings, they will be considered the most senior only in the building in which they work the most hours for purposes of filling temporary vacancies.
- C. Seniority shall not accrue during the probationary period, but seniority shall be credited retroactively for probationary time to the date of the employment upon successful completion of the probationary period.
- D. No employee shall suffer a loss of their seniority while employed unless the employee resigns or is discharged for cause.
- E. The seniority list will be posted in each location where Food & Nutrition Service employees are assigned, and in the Human Resources Department. The seniority list will be posted annually by November 1st. The seniority list will become final fifteen (15) calendar days after such list has been posted.
- F. After three (3) emergency dock days are used, excessive use of dock days afterwards would be excused only if FMLA paperwork is filled out and guidelines are met except for hours worked. Seniority will be adjusted if absences are not excused, or paperwork not filed timely with the Human Resource Director.

[Back to Table of Contents](#)



## **ARTICLE 7: LAYOFF AND RECALL**

- A. In the event it is determined by the School Board that it is necessary to reduce or lay off the work force, the administration will determine which position will be eliminated or reduced. Employees whose positions are eliminated or whose hours are reduced by more than 20%, the person in that position shall then bump the most junior person in her/his classification for which he/she is qualified, with the same or closest to, number of hours outside or inside her/his building. If there is no one in the same classification junior to the person holding the position to be eliminated, she/he shall bump the most junior person in the next lower classification. Food & Nutrition employees may not bump into a higher classification. If there is no junior person in the categories involved, the individual would be placed on recall.

If an employee has two assignments in different classifications, they will be considered the classification in which they work the most hours for purposes of bumping. If the number of hours is equal in two classifications, they will be considered the higher classification. Employees normally will be given a ten day (10 calendar days) written notice of layoff in advance of the effective layoff date. In cases of emergency less than a ten (10) day notice may be used.

- B. Employees shall have the right to accept layoff in lieu of accepting a position through the procedure in Paragraph B.
- C. No employee shall gain a right to promotion through the layoff or recall procedures.
- D. In the event it is deemed necessary by the District to increase the work force, recall shall be on the basis of seniority, highest seniority from layoff being recalled first.
- E. Laid off employees shall retain a right of seniority order for recall for a period of twelve (12) months commencing with the last day of work prior to layoff.
- F. It is the employee's responsibility to have a current address on file with the Human Resources Department in order to be notified of recall to a position for which the individual is qualified.
- G. Failure of an individual to return to employment upon recall and/or upon the expiration of the twelve (12) month recall period shall result in the individual's loss of the right to be recalled to employment.

[Back to Table of Contents](#)

## ARTICLE 8: SALARY AND WORK HOUR PROVISIONS

- A. Food & Nutrition Service employees will be paid according to the hourly wage schedule and longevity attached in Appendix "A" and Appendix "B."
- B. Employees shall be expected to work the same assignment as the previous school year unless otherwise notified five (5) working days prior to the beginning of the school year. The employer will post the employees work hours, including the number of hours per day and days per week, before the beginning of the school year in each school kitchen. Employees will be given a ten day (10 calendar days) notice of any permanent change in this schedule. In cases of emergency less than a ten (10) day notice may be used.
- C. All work hours beyond forty (40) hours in one (1) week will be paid at the rate of time and one-half the employee's regular hourly rate. Monday shall be counted as the first day of the week. Work performed outside of the regularly scheduled work day or work week for special activities or special events as determined by the employer will be paid at the rate of time and one-half the employee's regular rate. A special event or special activity shall be defined as any event that requires the preparation and/or service of food or drink. If the special event is for a student function during the regular instructional hours of the day, but outside of the normal contract time, those hours will be paid at the regular rate of pay. Special events outside of the normal workday shall be offered to food service employees working in that building in seniority order first. If all unit members in the building, where the special event is being held - decline, then a request to work the special event shall be offered district-wide in seniority order. Should no one in the district accept, then it will revert back to the school where the special event is being held and the least senior qualified member will be assigned this event.

If extra time is needed for the preparation of the special event outside of the normal work day, notice must be given to the Special Events Coordinator or Director of Food and Nutrition Services for approval.

### Food Service Employee/s Duties:

- All Food and Drink Preparation.
- All Serving of Food, Except as Defined Above.
- All Clean Up at the Special Event.

### Special Event Preparation:

- Each School will prepare all of their own menu and ala carte dessert items.
- All special events that include baking and baking preparation (other than Title I Events), will be given to the head cook at AHS. All special events that include preparation other than baking will be given to the head cook at the event building site. For each special event, the Head Cook will assign the special event duties that can be accomplished during the normal workday.

- D. Sunday and holiday work will be paid at double the employee's regular hourly rate.

- E. Each employee shall be provided with a paid twenty (20) minute duty-free lunch period if the employee's work period includes the regular lunch period, and the employee works a period of three (3) hours or more. Lunch period will be coordinated between the Employee and the Head Cook.
- F. Employees shall be provided a paid, uninterrupted rest break of ten (10) minutes for a four (4) hour work period. Employees working a seven (7) hour or more a day work period shall have two (2) ten (10) minute rest breaks. Work periods of less than four (4) hours shall not include a rest break.
- G. Employees who are asked to work extra hours for prior scheduled absences or prior scheduled events will be given up to three (3) days notice, if possible. Notice will be given as soon as possible to employees in case of emergency absences.
- H. Employees interested in working extra temporary hours or special events will notify the Director of Food & Nutrition Services of the appropriate school year and have their name placed on a list for working. Employees will be given the opportunity to work from this list by seniority within each building, to the extent possible, for these events.
- I. The normal work period will be consistent with the normal school year during which students are in attendance as established by the School Board. The employer is not required to give layoff notices to employees for those periods when students are not in attendance, nor shall the employees be considered to be laid off during said time.
- J. If school is canceled due to an emergency school closing, employees will be paid for ½ of their regularly scheduled hours. Employees who have reported for work prior to a cancellation will coordinate their work for the day with the Director of Food Service. Employees will be paid for the time worked up to ½ of their regularly scheduled hours. Notification to the employees shall be sufficient if the local news media makes the announcement of emergency school closing by 7:30 a.m. of said day. Rescheduled days of student attendance shall be considered a scheduled work day.
- K. In-service meetings scheduled by the District shall be compensated at the regular hourly rate of pay. Said compensation will be paid at a one (1) hour minimum or for actual length of in-service meeting if greater than one (1) hour.
- L. In the event an individual in the unit (who is not a substitute) is required to fill in for an individual in a higher paid position whether daily call-in or scheduled absence, the replacement will be paid the higher rate retroactive to the first day, for the hours required by that position and will remain in the higher paid position until that person returns to work.
- M. Filling In Other Positions.
  - 1. If an individual is required to fill in for another employee in a lower paid position, the replacement will be paid their regular rate of pay while filling in temporarily.

2. If an employee is called in to replace a vacant position and then is sent home after arriving to work, they will be paid 15 minutes for their travel time.
3. High School, Ellis and IJ Holton Head Cook.
  - a. The Head Cook position shall be filled by the Second Cook of the kitchen of the absent Head Cook.
  - b. If the Head Cook and Second Cook are both absent, requests to fill a Head Cook position shall be made by the Director first to the person with the most seniority based in that building.
  - c. If both the Head Cook and Second Cook are both absent and if the Second Cook comes back from absence before the Head Cook does, the Second Cook will resume the duties and responsibilities of the Head Cook.
4. Any Elementary/Woodson head cook position will be filled by the employee working the highest number of hours at that site.

N. Filling a vacant position

1. All positions except for any Head Cook position shall be offered to employees based upon seniority in that building where the position is located. Should all qualified persons in the kitchen refuse, the vacancy will be filled by Districtwide seniority.
2. Once an employee accepts a temporary assignment, that person will not lose the assignment to someone more senior who previously turned down the assignment.
3. If the person filling the vacancy is absent one (1) day or more, they will return to the vacant position until such time that the employee has returned to work.
4. An employee who has accepts an assignment for someone who is absent for any length of time, that will be considered his or her regular assignment until the leave is completed and will return to his or her regular assignment upon completion of that absence. If that person, for some reason is absent on the start date, that person will start the assignment when they come back to work.
5. When an employee accepts a higher assignment and the hours overlap with his or her regular assignment, the employee will relinquish his or her regular assignment and perform all tasks and duties of the accepted higher assignment.

O. Employees will be paid by direct deposit.

P. Summer Program: All summer Food and Nutrition Service employees shall consult with the Director, Food & Nutrition Services and provide a mutually agreed upon schedule to Director, Food & Nutrition Services, Director of Human Resources and payroll. Unless there is an emergency situation, all schedule change notifications shall be made to the Director, Food & Nutrition Services at a minimum of one (1) week prior to said change.

1. A summer position will be offered to employees working in the building where summer hours are available, based on seniority. If the employee(s) refuse the hours, the position filled by seniority.

Q. Incentive Policy: The Incentive Policy encourages unit members to pursue job-related training and education, and provides incentive pay to be added to the individual's base rate of pay. To be eligible for incentive credit, the activity has to meet an approval process and be pursued on the employee's time and at the employee's expense. It is understood that the District also at times provides training and education on the District's time and at the District's expense. These

activities would not be eligible for incentive credit. The Incentive Program is described below:

1. Thirty (30) hours are required to receive the 10 cents increase to a maximum of 150 hours. Incentive training could earn an employee an additional 50 cents per hour in addition to base pay.
2. Incentive training must have been obtained after July 1, 2008, in order to qualify for incentive pay.
3. Incentive pay experience must be pre-approved by members of the incentive committee which shall be made up of three (3) members at large and the Director of Human Resources. Once properly documented and submitted to Human Resources the pay adjustment will be made. Adjustments will be made once each year – July 1. There are no time limits on putting the thirty (30) hours together.

- R. Employees will not be transferred from a building that will either increase or decrease their regularly scheduled workdays for the school year that will cause financial harm or be a financial benefit to the employee.

[Back to Table of Contents](#)

## ARTICLE 9: INSURANCE

- A. In order to be eligible for hospitalization/major medical insurance benefits described in this Article, employees must work six (6) hours or more per day to be considered full-time employees for this Article.
1. Health and Hospitalization Insurance: Effective July 1, 2023 and continuing through June 30, 2025 subject to the conditions described herein, the School District will furnish employees working six (6) hours or more per day with single health and hospitalization insurance coverage. The employee can select from the following plans:  
  
Option #1  
\$250/\$500 Deductible option. The \$250/\$500 deductible single plan option will have an employer premium contribution of 93% employer contribution for 2023-2025  
  
Option #2  
High Deductible option with HSA. The high deductible single plan option will have a 95% employer premium contribution for 2023-2025. The District will contribute 50% of the deductible annually to each qualified employee's HSA account in one annual installment in year one enrollment of the HSA plan and in quarterly installments thereafter.
  2. Any excess premium will be paid by the employee through payroll deduction.
- B. The employer will furnish all employees working four (4) hours or more income protection insurance provided generally for employees of the school district
- C. The employer will furnish all employees term life insurance in the amount of \$35,000 providing accidental death and dismemberment benefits. The employer will pay for the insurance, which must be maintained as a selected group insurance. All employees will be required to be members of the group.
- D. Less than full-time employees may purchase single or dependent health insurance coverage at the request of the employee. The level of coverage shall be comparable to that which is generally available to the employees of the school district. If the insurance coverage is not available, the employer has no responsibility for providing the insurance. The cost of purchasing such health insurance shall be paid by the employee through payroll deduction.
- E. Food & Nutrition Service employees will have the option of participating in the school district flexible benefits program (flex plan).

[Back to Table of Contents](#)

## ARTICLE 10: MISCELLANEOUS PROVISIONS

- A. Clothing Allowance: The school district will provide a total of Two-Hundred Fifty and NO/Dollars (\$250.00) for work-related clothing each year for each employee, upon successful completion of the probationary period. The clothing allowance payment will be prorated for employees who do not complete a full year of employment. Payment of the clothing allowance will be made the 1<sup>st</sup> week of the school year and be paid in a separate check.
- B. Food & Nutrition Service Certification:
1. Employees who receive certifications for Serv-safe, Certified Manager or ASFSA shall be paid a one-time lump sum payment of One Hundred Twenty-Five and NO/Dollars (\$125.00). Employees must submit proof of certification to the Human Resources Department.
  2. Employees who receive recertification for Serv-safe, Certified Manager, or ASFSA and continue to be a certified employee shall be paid a lump sum payment of Fifty and NO/Dollars (\$50.00) for each recertification, and the cost of the license obtained from the State. Employees must submit proof of recertification to the Human Resources Department.
  3. The School District agrees to pay for the delivery of training for Serv-Safe certification and recertification for Food & Nutrition Service employees.
- C. Mileage Allowance: Employees who may be required to use their own automobiles in the performance of their duties shall be reimbursed for such use according to the following:
1. Employees working at more than one location shall receive mileage reimbursement for actual miles driven to their second work location. Mileage reimbursement shall be paid to the employee within 30 days.
  2. For mileage different from (1) above, employees will be reimbursed at the federal IRS mileage rate upon submission of a mileage reimbursement claim form within 30 days of the mileage occurring.
- D. In-service Training: The Food & Nutrition Service Director shall form a committee made up of a representative from each school to determine an in-service training program for Food & Nutrition Service employees. The District will follow gov't regulations regarding in-service requirements.

[Back to Table of Contents](#)

## ARTICLE 11: LEAVES OF ABSENCE

- A. Sick Leave: All bargaining unit employees working two and one-quarter (2.25) hours a day or more shall earn 1.00 days of sick leave for each month of service (up to a maximum of twelve (12) annual days.) An employee may use their sick leave for dependent children under the age of 18, per MN Statute 181.94.13. Up to a maximum of nine (9) sick leave days per year may be used for parents (step), spouse, and adult children (step). In addition, up to a maximum of five (5) sick leave days per year may be used for sick family members a listed: siblings (step), grandparents, grandchild, father-in-law, mother-in-law, aunt, uncle, sister-in-law, brother-in-law, son-in-law, daughter-in-law, or grandparent-in-law. Additional sick leave days to be used for family members will be considered on a case-by-case basis by the district.

Partial months shall be rounded to the nearest whole day. Employees will be afforded sick leave in relation (prorated) to their work day. Employees may use personal sick leave benefits provided by the employer for absences due to illness of the employee's child per provisions and restrictions of state and federal statute. Unused sick leave days may be carried over from year to year and accumulated to a maximum of one hundred forty (140) days.

An audit will be made of employee absence and administrative review will occur with those employees who have established a pattern of continuous absence. If deemed necessary, the employer may require a complete physical examination. Should it be determined that sick leave privileges have been abused, the employer shall notify the employees in writing, indicating the expected correction. Should correction not be made, disciplinary action will be taken.

- B. Leave for Death in the Immediate Family:  
In the event of death in the immediate family (spouse, child, father, mother, step father, step mother, father-in-law, mother-in-law, sister, brother, step sibling, son-in-law, daughter-in-law, step-child, grandparents, or grandchildren of the employee), the employee may be allowed up to a maximum of five (5) days absence. In the event of death in the extended family (aunt, uncle, niece, nephew, brother-in-law, sister-in-law or grandparent-in-law) the employee may be allowed up to a maximum of two (3) days absence. The total yearly maximum shall not exceed fifteen (15) days. This right shall have no accumulation privileges. In extenuating circumstances, the Superintendent or his designee may grant leave in excess of five (5) days in the case of immediate family and in excess of two (2) days in the case of extended family. In extenuating circumstances, the Superintendent or his designee may grant leave with pay in excess of fifteen (15) days.
- C. Jury Duty Leave: Any employee who is summoned for jury duty or subpoenaed as a witness shall receive his/her regular pay for such period, and he/she shall reimburse the school district the amount of compensation he/she received as a juror or a witness. For purposes of jury duty leave in this Article, an employee is not "subpoenaed as a witness" for any court appearance where the employee is the criminal defendant or where the employee is charged with a violation of law or where the employee is the plaintiff in a civil action or has otherwise initiated



the litigation, claim or case. Employees who are released from jury duty prior to the end of a normal work day will report to work on being released from jury duty.

- D. Child Care Leave: Employees will be granted a child care leave, actual dates of leave to be determined by doctor's statement; however, upon receipt of a doctor's certificate prior to the end of such leave stating that because of complications resulting from such pregnancy the employee is unable to return to work, then the employee's leave may be extended as required by the doctor.

Employees may use accrued sick leave during the period of their child care leave when they are unable to work as verified by a doctor's statement.

Employees may return to work as soon as they are able as verified by a statement from their doctor. Employees must notify the district in writing if changes occur in their approved dates.

- E. Leave of Absence Without Pay: An employee may apply for a leave of absence without pay for up to one (1) year. The approval or denial of such leave shall be at the discretion of the employer. Other employment may not be taken during the leave.

An employee on an approved leave of absence shall retain the seniority which had previously been accrued. Upon return from an unpaid leave of absence of one (1) year or less, the employee shall return to the same position held prior to going on leave.

Employees on leave must submit by April 1 a written request to return from a leave for the following September or ninety (90) calendar days prior to the end of the approved leave. Any employee who does not submit a written request shall be considered terminated, and the employer shall have no obligation to said employee. Employees must notify the district in writing if changes occur in their approved dates.

- F. Union Business: Up to four employees, inclusive of any member of the Board of Directors, who are elected as delegates to represent the Union at international, state or district conventions and which require an absence from duty may be granted the necessary time off to attend such conventions without pay and without discrimination and without loss of seniority rights or any other rights granted by the employer, provided such absence does not interfere with the services of the employee's departments as determined by the employer.

- G. Personal Leave:

1. Three (3) days of leave with pay may be used for personal leave. Requests for utilization of a personal leave day shall be made electronically through the school district to the immediate supervisor, no later than three (3) days prior to the requested leave, except in cases of extreme emergency. Such request shall be subject to the approval in advance by the Superintendent or his designee. Failure to submit the request for personal leave the required three (3) days in advance will result in denial of the personal leave day. Up to three (3) Food & Nutrition Service employees will be allowed personal leave on any given day. Personal leave will not be granted during the first five days of the school year or the last five days of the

school year unless there are extenuating circumstances and the Sup't or their designee approves the time off.

Additional personal leave or additional employees may be granted personal leave for personal exceptional situations at the discretion of the Food & Nutrition Service Director. Under no circumstances shall the School District's decision to grant personal leave in excess of the maximum numbers listed above, to grant personal leave in excess of three (3) Food & Nutrition Service employees, be construed as establishing a past practice or prejudice the District's right to enforce such restrictions at its discretion.

3. Employees will be allowed three (3) days of absence without pay each school year for personal emergency leave. For purposes of this Article, Personal Emergency Leave shall be determined by the Director of Food and Nutrition Services and Director of Human Resources. Personal Emergency Leave days will result in all wages and benefits being deducted from the employee's pay for each day taken. Personal Emergency Leave days will not be carried over from one school year to the next. Absence due to inclement weather, if food and nutrition service employees are expected to be on duty and personal leave is not available the food and nutrition service employee may be assessed a Personal Emergency Leave Day. Additional personal emergency leave may be granted to cover personal exceptional situations at the discretion of the Director of Food and Nutrition Services and Director of Human Resources. Under no circumstances shall the School District's decision to grant Personal Emergency Leave in excess of the maximum numbers listed above be construed as establishing a past practice or prejudice the District's right to enforce such restrictions at its discretion.
  4. Employer will grant employee up to a total of sixteen (16) hours during any school year to attend school-related functions related to employee's child, per provisions of applicable law. Only paid personal leave or non-compensable leave may be used for this purpose.
  5. Unused personal leave day(s) shall be paid at the employees current daily rate of pay on the last payroll in June.
- H. Food & Nutrition Service employees shall be granted Thanksgiving Day, Christmas Day, New Year's Day, Good Friday, and Memorial Day-as paid holidays. Juneteenth shall be paid to any food service employee that works the day before and after the Juneteenth holiday. Holiday pay shall be in relation to the normal hours worked by each employee per day.
- I. Perfect Attendance: The School District shall award one personal day to any Food & Nutrition Service employee who has achieved one school year of perfect attendance with no tardies. Perfect attendance is defined as having completed one school year of continuous days of perfect attendance. This means the employee must not have been laid off, taken regular sick leave, taken an unpaid leave, tardy or had an injury on the job (of more than 2 days) during that school year.

The personal day must be used during the next school year in which it was awarded. If the personal day is not used within that year, it will not accrue or carry over.

If a Food & Nutrition Service employee qualifies for leave under FMLA leave, such leave will not disqualify an employee from achieving perfect attendance.

Terminated employees or employee who resign are not eligible to use or receive compensation for a personal leave day award based on perfect attendance. An employee who has been awarded a personal day based on perfect attendance and is subsequently placed on layoff the following school year, shall be compensated at their daily rate of pay for the personal day awarded.

At the end of each school year, the Department of Human Resources will run a computer program which will run a query in the appropriate payroll database against a list of disqualifying reason codes. If no disqualifying codes appear for an employee during the school year, a perfect attendance letter will be generated and sent to the employee and payroll indicating an additional personal leave day will be added to the employee's bank for the following school year.

J. Medical Leave:

1. An employee who has completed his/her probationary period who is unable to perform his/her duties because of illness or injury and who has exhausted all sick leave credit available may, upon request, be granted a medical leave of absence without pay up to six (6) months. At the end of six (6) months, an employee may request an extension of the unpaid medical leave and may be granted additional unpaid medical leave of up to six (6) months at the discretion of the employer.
2. A request for leave on unpaid leave of absence or renewal thereof under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is able to assume his/her normal work responsibilities.
3. An employee on an approved, unpaid medical leave of absence shall retain seniority which had previously been accrued. Seniority will be frozen at time of going on leave.
4. Upon return from an unpaid leave of absence of one (1) year or less, the employee shall return to the same position held prior to going on leave.
5. During the employee's approved unpaid medical leave of absence under this Article, the employer shall continue to pay its contribution of long-term disability (LTD) premium and life insurance premium to a maximum of one-half of the individual's seniority or age 65, whichever is less.
6. Vacant positions due to medical leave of absence shall be filled following the process outlined in Article V, Posting of Vacant Positions.

[Back to Table of Contents](#)

## ARTICLE 12: DISCIPLINE AND DISCHARGE

- A. All discipline and discharge shall be made only for just cause. All disciplines and discharge shall be subject to grievance procedure (except as specified in Article IV, Probationary Period).
- B. Employees shall be given a written copy of any discipline along with an explanation as to what corrective action is to be taken by the employee.
- C. Each employee shall have only one personnel file and no written allegation or record of disciplinary action may be used as a basis for further disciplinary action unless it has been made a part of the employee's personnel file.
- D. If a Supervisor meets with an employee to discuss a possible verbal reprimand, written reprimand, suspension or discharge, the employee shall be entitled to have a Field Representative present. The meeting shall occur within three (3) working days after the School District's request for such meeting.
- E. Performance Evaluations: The primary intent of a supervisory evaluation process will be the personal and professional development of the Employee. A formal summative evaluation of work performed shall be formulated February of each year for all unit employees. Evaluations shall be conducted by the Employee's immediate supervisor, consistent with the standards of performance and in cooperation with the Superintendent's Designee. A copy of said evaluation shall be forwarded to the Superintendent's Designee for placement in the Employee's personnel file.
- F. Personnel Files: All evaluations and files generated within the school district relating to each individual employee covered by this Agreement shall be available to that employee upon written request. The employee shall have the right to reproduce any of the contents of the files at the employee's expense and to submit for inclusion in the file, written information in response to any material contained herein. The District may destroy the files as provided by law. The District shall expunge any material from the file that is found to be false or substantially inaccurate through the grievance procedures of this Agreement.

[Back to Table of Contents](#)

## ARTICLE 13: GRIEVANCE PROCEDURE

### Definitions:

- A. Grievance: A "grievance" shall mean a dispute or disagreement between the interpretation or application of a term or terms of any contract required under P.E.L.R.A.
- B. Days: "Days" mean calendar days excluding Saturday, Sunday and legal holidays as defined by Minnesota Statutes.
- C. Service: "Service" means personal service or by certified mail.
- D. Reduced to Writing: "Reduced to writing," means a concise statement outlining the nature of the grievance, the provision(s) of the contract in dispute, and the relief requested.
- E. Small Group of Employees: "Small group of employees" means a group of employees consisting of five (5) or less.
- F. Answer: "Answer" means a concise response outlining the employer's position on the grievance.

### Step I.

Whenever any employee or small group of employees have a grievance, he/she or they shall meet on an informal basis with the employee's or employees' immediate supervisor in an attempt to resolve the grievance within twenty (20) days after the grievance occurred or twenty (20) days after the employee(s) through the use of reasonable diligence should have had knowledge of the occurrence that gave rise to the grievance. If the grievance is not resolved within fifteen (15) days of the first informal meeting, the grievance may be reduced to writing by the exclusive representative and served upon the public employer's designate (see Step II). Service must be made within fifteen (15) days of the last informal meeting. The employer shall, within five (5) days of receipt of the written grievance, serve his/her answer upon the exclusive representative. In the event the exclusive representative refuses to process the grievance, the employee(s) may proceed with the grievance and if he/she so chooses, may select a designee to represent him/her.

If the grievance involves and affects more than five (5) employees, the grievance may be reduced to writing by the exclusive representative or the employees or their designated representative in the event the exclusive representative has declined to proceed with the grievance, and must be served upon the employer within twenty (20) days after the grievance occurred or twenty (20) days after the grievant(s), through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. The employer shall within five (5) days serve his/her answer upon the exclusive representative, or in the

appropriate case, employee(s) or their designee.

## **Step II.**

The employer's representative shall meet with the exclusive representative, or in the appropriate case, employee(s) or their designee, within seven (7) days after receipt of the written grievance. The parties shall endeavor to mutually resolve the grievance. If a resolution of the grievance results, the terms of that resolution shall be written on or attached to the grievance and shall be signed by all parties. If no agreement is reached within fifteen (15) days of the first Step II meeting, the exclusive representative, or in the appropriate case, employee(s) or their designee, if he/she elects to proceed with the grievance, must proceed with Step III by serving a proper notification on the appropriate Step III official(s). The notification shall contain a concise statement indicating the intention of the party to proceed with the grievance, an outline of the grievance, the provision(s) of the contract in dispute and the relief requested.

## **Step III.**

**Grievance Mediations:** In the event that a grievant(s) and the School District are unable to resolve any grievance, the parties will agree to participate in mediation for the purpose of compromising, settling, or resolving the grievance.

**Request:** A request to submit a grievance to mediation must be made in writing signed by the grievant(s) or the School District and delivered to the designee of the other party. The other party shall respond within ten (10) working days to accept or deny the submission of a grievance to mediation.

**Selection of Mediator:** A joint request for mediation shall be submitted to the Commissioner to assign a mediator.

**Mediation:** The assigned mediator shall schedule one or more mediation sessions. The mediation shall be conducted in conformance with Bureau of Mediation Services Policies and Procedures III.03 regarding Grievance Mediation. The mediator does not have authority to order discovery.

**Cost of Mediation:** The cost of mediation shall be borne equally by both parties. Each party shall bear their own costs related to representation during the mediation process.

**Recommendation:** The recommendations of the mediator, if any, shall be advisory only and shall not be binding on either party. No reference to the mediation or any recommendation therefrom may be used in any subsequent proceeding.

## **Step IV.**

The employer, its chief administrator or its special representative shall meet with the designated official of the exclusive representative, or in the appropriate case, employee(s) or their designee, within ten (10) days after receiving notice of intention to proceed with the grievance pursuant to Step II. If resolution of the grievance results, the parties shall reduce the resolution to writing and sign the memorandum as provided in Step II. If the parties are unable to reach agreement within ten (10) days after the first Step III meeting, either party may request

arbitration by serving a written notice on the other party of their intention to proceed with arbitration.

If a grievance procedure is provided by a system of civil service or other such body, the exclusive representative or employee(s) must elect either to process the grievance through this procedure or the civil service's or other such body's procedure; and in no event may a grievant avail himself/herself of both procedures.

#### **Step V.**

The employer and the employee representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the employer and the employee representative are unable to agree on an arbitrator, they may request from the Director of the Bureau of Mediation Services, State of Minnesota, a list of five (5) names. The list maintained by the Director of the Bureau of Mediation Services shall be made up of qualified arbitrators who have submitted an application to the Bureau. The parties shall alternately strike names from the list of five (5) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin. Each party shall be responsible for equally compensating the arbitrator for his fee and necessary expenses.

The arbitrator shall not have the power to add, to subtract from or to modify in any way the terms of the existing contract.

The decision of the arbitrator shall be final and binding on all parties to the dispute unless the decision violates any provision of the laws of Minnesota or rules or regulations promulgated there under or municipal charters or ordinances or resolutions enacted pursuant thereto or which causes penalty to be incurred there under. The decision shall be issued to the parties by the arbitrator, and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

Processing of all grievances shall be during the normal workday whenever possible, and employees shall not lose wages due to their necessary participation. For purposes of this paragraph, employees entitled to wages during their necessary participation in a grievance proceeding are as follows:

- A. The number of employees equal to the number of persons participating in the grievance proceeding on behalf of the public employer; or
- B. If the number of persons participating on behalf of the public employer is less than three (3), three (3) employees may still participate in the proceedings without loss of wages.

The parties, by mutual written agreement, may waive any step and extend any time limits in a grievance procedure. However, failure to adhere to the time limits may result in a forfeit of the grievance, or, in the case of the employer, require mandatory alleviation of the grievance as outlined in the last statement by the exclusive representative or employees.

The provision of this grievance procedure shall be severable and if any provision or paragraph hereof or application of any such provision or paragraph under any circumstance is held invalid, it shall not affect any other provision or paragraph of this grievance procedure or the application of any provision or paragraph thereof under different circumstance.

[Back to Table of Contents](#)



## **ARTICLE 14: WORKER'S COMPENSATION**

- A. When an employee is unable to work because of a compensable injury covered by Workers' Compensation, the employee may elect not to receive the difference between the employee's Workers' Compensation check and the employee's regular check until the accumulated sick leave is exhausted.
- B. The employee/designee must make the election in using sick days in writing on a form provided by the employer within five (5) days of the compensable injury. If no election is made, the employee shall receive the difference between the employee's Workers' Compensation check and the employee's regular check until the accumulated sick leave is exhausted.

[Back to Table of Contents](#)

## **ARTICLE 15: PUBLIC OBLIGATION**

The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the school district to the continuous and uninterrupted operation of the school is of paramount importance.

The exclusive representative agrees, therefore, that during the term of this contract neither exclusive representative nor any individual employee shall engage in any strike as defined by P.E.L.R.A. The parties agree that procedures affecting this Article are provided for by P.E.L.R.A. State law supersedes any portion of this Article.

The parties agree not to commit any unfair labor practices as described in P.E.L.R.A.

[Back to Table of Contents](#)

## **ARTICLE 16: PUBLICATION**

Copies of the contract shall be printed at the expense of the school district within sixty (60) days after the contract is signed. The school district shall provide enough copies for distribution to each kitchen in the district.

[Back to Table of Contents](#)

## ARTICLE 17: RETIREMENT

- A. Any Food & Nutrition Service employees hired after July 1, 2002 will not receive health insurance coverage upon retirement from the district.
- B. Employees who have attained a minimum of ten (10) years of service in the district and reached the age of fifty-eight (58) may retire and be provided hospitalization/major medical insurance if eligible for medical insurance per Article IX.
1. Single hospital and major medical coverage equal to that in effect at the time until the month in which the retiree reaches the age of sixty-five (65). As the monthly co-pay contribution and District HSA deductible contribution for active employee changes, it will do so in accordance for retirees.
  2. Dependent coverage within the group will be made available to the retiree at the retired employee's expense. Reimbursement to the district for dependent coverage must be paid in advance.
- C. An employee who is employed less than six (6) hours or more per day [per eligibility listed in Article IX] retiring prior to age sixty-five (65) but over age fifty-eight (58) shall have the option to purchase single or single and dependent hospital and major medical coverage equal to that in effect at the time until the month in which the retiree reaches the age of sixty-five (65). Reimbursement to the district for coverage must be paid in advance.
- D. This provision shall be available only to those employees who have at least fifteen (15) years of continuous employment in the food service organization with employer (including the year in which such notice of resignation is submitted) immediately preceding the year of retirement. (Continuous employment shall mean employment with no break in service due to resignation or termination.) This provision shall not apply to employees who have been on a long-term leave of absence without pay for more than one (1) year at the time of retirement, but shall apply to employees on long term disability or unrequested leave at the time of retirement.
- a. Employees retiring under the guidelines set forth in this Article shall be entitled to a portion of their accumulated sick leave based upon the following formula - current rate of pay per hour X Hours worked X 80 days X .67 upon retirement. This benefit will be paid into the Minnesota Post-Retirement Healthcare Savings Plan or HSA if they have a qualifying account. The employee must submit his/her intent to retire to the Human Resources Department by June 30<sup>th</sup> of the school year preceding their retirement date and this benefit will be based on seniority.
    1. The district will pay a maximum of \$10,000 per year for the entire unit for this benefit.
    2. The amount of severance pay, to a maximum of \$7,500 each year, to which an employee would be entitled to at the time of the employee's effective date of resignation from the School District shall be reduced by the total amount of the School District's contributions toward a 403(b)-tax deferred matching contribution plan for that individual employee.

[Back to Table of Contents](#)

## ARTICLE 18: TAX DEFERRED MATCHING CONTRIBUTIONS PLAN 403(b)

- A. **Eligibility:** A Food & Nutrition Service employee in District No. 492 shall be eligible to receive a District matching contribution to a state-approved 403(b) tax deferred matching annuity, selected by the District, as described in M.S. §356.24, as amended, provided that:
1. The Food & Nutrition Service employee has at least four (4) consecutive years of Food & Nutrition Service experience in District No. 492.
  2. The Food & Nutrition Service employee is full-time or part-time with an assignment of at least 0.5 FTEs. The District's annual maximum matching contribution for a part-time Food & Nutrition Service employee shall be prorated based on the part-time Food & Nutrition Service employee's FTEs. For example, 5<sup>th</sup> year, Food & Nutrition Service employee working 3 hours per day would be eligible to receive one-half (50%) of the District's matching contribution, as provided under Section B of this Article.
  2. The Food & Nutrition Service employee voluntarily elects and authorizes a salary reduction contribution to a 403(b)-tax deferred annuity to be paid by payroll deduction, with equal contributions each pay period to go into effect September 1 of the same year.
  4. The Food & Nutrition Service employee notifies the District in writing by August 30, of his or her election under 3 above, and the amount of his or her elected salary reduction contribution.
  5. The Food & Nutrition Service employee notifies the District in writing within fifteen (15) days of any change to his or her participation in a 403(b)-tax deferred annuity under 4 above; including but not limited to a change in the amount of his or her elected salary reduction contribution.
  6. The District is entitled to rely upon the information contained in the employee's most recent notification received by the District.
- B. **Amount of District Contribution:** Food & Nutrition Service employees, after their fourth (4<sup>th</sup>) consecutive year of Food & Nutrition Service experience in District No. 492 shall be eligible to receive an annual maximum District matching contribution. The portion of the applicable annual maximum District matching contribution to which a particular Food & Nutrition Service employee is entitled shall be determined on a dollar for dollar basis. For every dollar of elected salary reduction contribution for a year made by the Food & Nutrition Service employee under Section A above, the Food & Nutrition Service employee shall receive one dollar of District matching contribution up to the applicable maximum District contribution of Two Hundred and fifty Dollars (\$250.00) in the 2023-2025 school years. The matching contribution shall be 100% non-forfeitable at all times.

[Back to Table of Contents](#)

## ARTICLE 19: DURATION

- 1) Terms and Reopening Negotiations: This agreement shall remain in full force and effect for a period commencing July 1, 2023, through June 30, 2025, and thereafter until modifications are made pursuant to P.E.L.R.A. If either party desires to modify or amend the Agreement commencing at its expiration, it shall give written notice of such intent as pursuant to P.E.L.R.A. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.
- 2) Effect: This Agreement constitutes the full and complete Agreement between the school district and their successor(s) and the exclusive representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the school district from exercising all management rights and prerogatives except insofar as this exercise would be in express violation of any term or terms of this Agreement.
- 3) Finality: Any matters relating to the terms and conditions of employment whether or not referred to in this Agreement shall not be open for negotiations during the term of this Agreement.
- 4) Severability: The provisions of this Agreement shall be severable; and, if any provisions thereof or the application of any such provision under any circumstance is held invalid, it shall not affect any other provisions of this Agreement or the application of any provisions thereof.
- 5) Reopening of the Contract as a result of Health Care Compliance: The parties agree to reopen negotiations for the sole purpose of negotiating necessary changes to put the School District in compliance with the Health Care Reform Act. Only areas requiring modifications for compliance purposes will be open for negotiations.

IN WITNESS WHEREOF, the parties have executed this Agreement this 20 day of Sept, 2023.

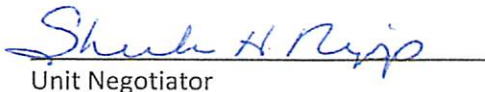
*AFSCME Council 65*  
3335 West St. Germain St.  
Suite 107  
St. Cloud, Minnesota, 56301



Labor Representative



Unit Negotiator



Unit Negotiator

*Austin Public Schools*  
Independent School District No. 492  
401 Third Avenue NW  
Austin, Minnesota 55912



School Board Chair



School Board Clerk



Chief Negotiator for School Board

[Back to Table of Contents](#)

## APPENDIX A: HOURLY WAGE SCHEDULE A

A. Wages for the 2023-2024 school year:

Position	Step 1	Step 2	Step 3	Step 4
Head Cook HS	\$ 21.38	\$ 22.02	\$ 22.70	\$ 23.40
Head Cook Elementary	\$ 20.58	\$ 21.21	\$ 21.87	\$ 22.54
HS 2nd Cook	\$ 19.55	\$ 20.16	\$ 20.78	\$ 21.42
Ellis/ IJ Holton 2nd cook	\$ 18.97	\$ 19.55	\$ 20.17	\$ 20.80
Helper	\$ 18.40	\$ 18.97	\$ 19.55	\$ 20.16

B. Wages for the 2024-2025 school year:

Position	Step 1	Step 2	Step 3	Step 4
Head Cook HS	\$ 22.02	\$ 22.68	\$ 23.39	\$ 24.11
Head Cook Elementary	\$ 21.20	\$ 21.85	\$ 22.53	\$ 23.22
HS 2nd Cook	\$ 20.14	\$ 20.76	\$ 21.40	\$ 22.07
Ellis/ IJ Holton 2nd cook	\$ 19.54	\$ 20.14	\$ 20.77	\$ 21.42
Helper	\$ 18.95	\$ 19.54	\$ 20.14	\$ 20.76

**Step 2** is applicable at employment anniversary date, at end of first year.

**Step 3** is applicable at employment anniversary date, at the end of the second year.

**Step 4** is applicable at employment anniversary date, at the end of the third year.

This salary schedule continues the implementation of pay equity (Comparable Worth).

[Back to Table of Contents](#)

## APPENDIX B: LONGEVITY

### B. Longevity:

1. Effective July 1, 2023, longevity payments applicable on employee employment anniversary date shall be paid in one lump sum payment, as follows:

Employees who have completed five (5) years of service will receive an annual salary adjustment of \$635.00.

Employees who have completed ten (10) years of service will receive an annual salary adjustment of \$665.00.

Employees who have completed fifteen (15) years of service will receive an annual salary adjustment of \$695.00.

Employees who have completed twenty (20) years of service will receive an annual salary adjustment of \$725.00.

2. Effective July 1, 2024, longevity payments applicable on employee employment anniversary date shall be paid in one lump sum payment, as follows:

Employees who have completed five (5) years of service will receive an annual salary adjustment of \$635.00.

Employees who have completed ten (10) years of service will receive an annual salary adjustment of \$665.00.

Employees who have completed fifteen (15) years of service will receive an annual salary adjustment of \$695.00.

Employees who have completed twenty (20) years of service will receive an annual salary adjustment of \$725.00.

Longevity will be prorated if employee resigns or retires. Longevity will be calculated on actual years of service only.

[Back to Table of Contents](#)