



AGREEMENT

between

**SPECIAL SCHOOL DISTRICT NO. 1
MINNEAPOLIS PUBLIC SCHOOLS**

and

**SERVICE EMPLOYEES INTERNATIONAL UNION
Local No. 284**

REPRESENTING

Minneapolis Public Schools Food Service Employees

effective

July 1, 2020 through June 30, 2023

Minneapolis Public Schools
Minneapolis, Minnesota

An Equal Opportunity Employer

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AGREEMENT

Article 1 Definition of Agreement

- 1.1 **Parties:** This Agreement, entered into between the Board of Education, Special School District No. 1, Minneapolis, Minnesota, hereinafter referred to as the Board of Education and Service Employees International Union, Local No. 284 (certified by the Director of the Bureau of Mediation Services as the exclusive representative), hereinafter referred to as Local No. 284, pursuant to and in compliance with the Public Employment Labor Relations Act to set forth the terms and conditions of employment.
- 1.2 **Purpose:** The purpose of this agreement is to promote orderly and constructive relationships between the Board of Education, the employees of this unit and Local 284.

Article 2 Recognition

- 2.1 The Board of Education recognizes Local No. 284 as the certified exclusive representative for the unit, consisting of all employees as listed in Appendix C, Active/Inactive Job Titles.
- 2.2 The Board of Education agrees that Local No. 284 is the exclusive representative for all personnel defined in section 2.1 of this article, and that it will not meet and negotiate with any other labor or employee organization concerning the terms and conditions of employment for this unit.
- 2.3 Disputes which may occur over the inclusion or exclusion of new or revised job classifications in the unit described in Article 2.1, shall be referred to the Bureau of Mediation Services for determination.

Article 3 Definitions

For the purpose of this agreement, the words defined have the meaning given them:

- 3.1 **Employee:** Any person who holds a position in the unit for which the union is the certified exclusive representative and who works more than fourteen (14) hours per week and sixty-seven (67) work days per year.
- 3.2 **Employer:** The Board of Education, Special School District No. 1, Minneapolis, Minnesota, hereinafter referred to as the Board of Education or the District.
- 3.3 **Terms and Conditions of Employment:** The term "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the Board of Education's personnel policies affecting the working conditions of the employees, and in accordance with state statutes. The term is subject to the provisions of section 179.66 of the PELRA regarding the rights of public employers and the scope of negotiations.
- 3.4 **Other Terms:** Terms not defined in this agreement shall have those meanings as defined by the PELRA.
- 3.5 **Superintendent:** Shall mean the Superintendent or his or her designee.
- 3.6 **Intermittent Status:** A permanent employee who is unassigned and is eligible to bid and work in temporary assignments. Intermittent employees retain all rights, as defined contractually, for which they are eligible.

- 3.7 **Temporary Employee:** A person who is not a permanent employee. Temporary employees are not eligible for benefits under this contract. Temporary employees do not earn seniority.
- 3.8 **Probation:** The probationary period is the final step in the selection process before an employee gains permanent status. The primary objective of the probationary period is evaluation of the employee's job performance in their new classification. There should be informal review and feedback of job performance.
- 3.8.1 **Initial Employment or Reemployment/Reinstatement Probation:**
- a. **Length:** Employees on initial employment or reinstatement probation shall have passed their probation when they have worked 90 days in their new assignment.
 - b. **At Will Status:** Probationary employees are "at will" employees. An employee whose performance is unsatisfactory may be released at the discretion of the employer during the first one hundred thirty days worked. The employee shall be notified of his or her probationary release by the appropriate administrator. Probationary release shall not be subject to the grievance procedure by either the union or the employee.
- 3.8.2 **Promotion or New Classification Probation:** Permanent employees who transfer to another job classification or receive a promotion must serve a probationary period and must work sixty (60) days in the new classification to be deemed permanent in the new classification.
- 3.9 **Termination by Abandonment of Position:** Except in circumstances beyond the control of the employee the absence of an employee from duty for three (3) successive days, without leave and without notice to their supervisor of the reason for such absence and of their intention to return, will be considered a resignation.
- 3.10 **Failure to Return Following Suspension or Leave of Absence:** Except in circumstances beyond the control of the employee failure of employees to return to their positions on the date of expiration of suspension or leave of absence will be considered in effect a resignation.
- 3.11 **Seniority**
- 3.11.1 **District Seniority:** The date an employee is actively at work and on the payroll as a certified employee with the bargaining unit covered under this agreement. Employees who are on unpaid leaves of absence of more than ninety (90) working days shall have their seniority date adjusted to reflect the days they were not on active duty.
 - 3.11.2 **Classification Seniority:** The date an employee is actively at work and on the payroll as a certified employee within a specific job classification. Employees who are on unpaid leaves of absence of more than ninety (90) working days shall have their classification seniority date adjusted to reflect the days they were not on active duty.
- 3.12 **Re-employment/Re-instatement:** Employees who separate from the District for any reason other than layoff and are subsequently re-employed/re-instated will, upon re-employment/re-instatement, begin to accrue seniority rights, vacation eligibility, sick leave and other rights and benefits the same as any other new employee.

Article 4 Rights and Obligations of Employees

- 4.1 **Right to Views:** Nothing contained in this agreement shall be construed to limit, impair or affect the right of any employee or representative of an employee to the expression or communication of a view, complaint or opinion on any matter so long as such action does not interfere with the performance of the duties of employment as prescribed in this agreement or circumvent the rights of the exclusive representative.
- 4.2 **Right to Join and Participate:** Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organization. Employees choosing to participate in internal Local No. 284 affairs as officers, stewards, and committee persons shall be free to do so without fear of penalty or reprisal.
- 4.3 **Request for Dues Check Off:** Pursuant to PELRA, the exclusive representative shall be allowed dues checkoff. Upon receipt by the District of data provided by Local 284 indicating which members have properly executed an authorization card, the District agrees to deduct during each payroll period an amount sufficient to provide the payment of dues established by Local No. 284 from the wages of all employees authorizing such deductions. Deductions shall be made and may be terminated in accordance with the provisions outlined on the dues authorization, as determined by Local No. 284. Local No. 284 will indemnify, defend, and hold the Board of Education harmless against any claims made and against any suits instituted against the Board of Education, its officers or employees, by reason of payroll deductions for dues.
- 4.4 **Remittance of Dues Deduction:** The Board of Education agrees to remit the total dues deduction for each pay period together with an itemized statement to Local No. 284 no later than fifteen (15) days following the end of a payroll period.
- 4.5 **Union Access to Information:**
- 4.5.1 **Data Request:** On a monthly basis, the District shall make available to Local No. 284 a list of bargaining unit members including name, address, work hours (FTE), work location, position, classification, wage schedule placement, date of employment and District electronic email addresses.
- 4.5.2 **Union Orientation:** Each newly hired bargaining unit member shall, during the employee's Culinary and Wellness Services orientation, be allowed to attend a Union orientation during the regularly-scheduled lunch break. Union Steward releases for the purpose of attending or leading the Union orientation will follow the provisions of Article 5.4.1. The Union shall also be given table space at the Culinary and Wellness Services "in-service" training, each year, to provide Union information.

Article 5 Board of Education's Rights and Obligations

- 5.1 **Management Responsibilities:** It is the obligation of the Board of Education to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for the students of the school district, subject to the provisions of all state and federal law including the PELRA.
- 5.2 **Inherent Managerial Policy:**
- 5.2.1 The Board of Education's inherent managerial policies include, but are not limited to, such areas of discretion as the functions and programs of the school system, its

overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

5.2.2 The Board of Education has the right and is entitled, without negotiation or reference to any agreement resulting from negotiation, to operate and manage its affairs solely at its discretion and in any lawful manner not otherwise limited by this agreement or PELRA.

5.2.3 The Board of Education, except as expressly stated herein, retains whatever rights and authority are necessary for it to operate and direct the affairs of the Board of Education in all of its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted.

5.3 **Managerial Rights Not Covered by This Agreement:** The foregoing enumeration of Board of Education rights shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, or pursuant to PELRA.

5.4 **Management Obligations:**

5.4.1 **Conducting Union Business:** The Board of Education will afford reasonable time off without pay to elected officers or appointed representatives of Local No. 284 for the purposes of conducting the duties of Local No. 284. The Board of Education will allow, during working hours on the employer's premises and without loss of pay, the union stewards reasonable time to post union notices providing this activity does not unreasonably interfere with regular duties; attend negotiating meetings; transmit communications authorized by the union or its officers to the employer; consult with the employer or his representative concerning the enforcement of any provisions of this agreement.

5.4.2 **Organizational Leave:** The Board of Education will provide for leaves of absence without pay to elected officers or appointed representatives of Local No. 284. Employees acting as business agent must take an unpaid leave of absence from their position.

5.4.3 **Meetings During Lunch and Break Periods:** The Board of Education shall allow business agents of Local No. 284 to meet with Local No. 284 members during lunch and break periods.

5.4.4 **Use of Facilities:** The Board of Education will allow the use of conference rooms or facilities upon permits secured from the proper authority in accordance with rules and regulations of the Board of Education before work, during lunch breaks and after the work day.

Article 6 Communication

6.1 **Written Record:** Any issues discussed at meetings agreed to by both parties and upon which agreement is reached will be committed to writing and posted when there is mutual agreement to do so.

6.2 **Publication and Distribution of Agreement:** Any agreements reached related to terms and conditions of employment as a result of the processes provided for in the Public Employment Labor Relations Act shall be incorporated in an appropriately designed

document, a copy of which shall be available on the District's Employee Relations website.

Article 7 Holidays

- 7.1 **Eligibility:** Employees who are members of the bargaining unit prior to July 1, 2002 who are assigned to work three hours or more per day shall receive a holiday benefit prorated on the basis of three hours or more per day. Effective July 1, 2002 all new members of the bargaining unit that are assigned to work four hours or more per day shall receive a holiday benefit prorated on the basis of four hours or more per day.
- 7.1.1 Temporary employees are not eligible to receive holiday pay
- 7.2 **Holidays:** There shall be twelve (12) paid holidays during a year: New Year's Day, a day designated by the District for observance of Martin Luther King's birthday, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day and the following Friday, Christmas Eve Day, Christmas Day, and New Year's Eve Day. In order for an employee to receive holiday pay, the holiday must occur during an employee's regularly scheduled work period.
- 7.3 **Summer School:**
- 7.2.1 The Independence Day holiday shall be a paid holiday for summer session employees who are paid for days worked during the pay period containing Independence Day.
- 7.2.2 The Juneteenth holiday shall be a paid holiday for employees who are paid for days worked during the calendar week containing Juneteenth.
- 7.4 **Floating Holiday:** When a holiday, not observed as a holiday provided in 7.2 above, falls on an employee's regularly scheduled workday, the employee shall be entitled to that day off, to observe it as a floating holiday. An employee may choose to take up to one (1) floating holiday one time per year.

Article 8 Leaves with Pay

All benefits defined in this contract shall be accrued and paid based on the employee's actual hours of work.

- 8.1 **Preamble:** The school district and union jointly agree to the following assumption and expectations regarding leave utilization:
- 8.1.1 **General:**
- Regular, predictable attendance is necessary for productive and efficient operations of CWS services.
 - Worksite morale is important and is maintained when each employee routinely meets their own work requirements.
 - Paid leaves of absence under this section shall not exceed the employee's work schedule.
 - Approval of Leave:** Authorization for or denial of a requested leave of absence with pay of more than ten (10) working days duration shall be furnished to the employee in writing by the Employer within seven (7) working days of its receipt.

All leave of absence requests shall be given reasonable consideration by the Employer.

- e. **Deductions from leave balance:** Deductions from leave accumulations for an employee on leave with pay shall be made on a work shift basis. Accrual of vacation leave and sick leave benefits during the period of leave of absence with pay shall continue.

8.1.2 **Leave Request and Approval:** Except as otherwise provided in this Agreement, requests for leave of absence shall be made by employees prior to the beginning of the period(s) of absence and no payment for any absence shall be made until the leave is properly approved. All leaves of absence without pay shall be granted at the discretion of the Employer and must be approved by the Employer in advance. Upon application by the employee, leaves of absence may be extended or renewed at the discretion of the Employer. The appropriate Leave of Absence Request form is available online at the Human Resources page of the MPS website (www.mpls.k12.mn.us).

8.1.3 **Cancellation of Leave by Employer:** The Employer, upon prior notice to the employee, may cancel any approved leave of absence at any time if the Employer has evidence that the employee is using the leave for purposes other than those specified at the time of approval.

8.1.4 **Unauthorized or Unapproved Leave:** Any absence of an employee from scheduled duty that has not been previously authorized by the Employer may be deemed an absence without leave. Any employee absent without leave will be subject to disciplinary action, and any employee absent without leave for three (3) consecutive days may be deemed to have resigned their employment, provided that the Employer may grant approval for leave subsequent to the unauthorized absence if the employee can conclusively establish to the Employer that the circumstances surrounding the absence and failure to request leave were beyond the employee's control.

8.2 **Vacation:** Employees who are members of the bargaining unit prior to July 1, 2002 who are assigned to work three hours or more per day shall receive a vacation benefit prorated on the basis of three hours or more per day. Effective July 1, 2002 all new members of the bargaining unit who are assigned to work four hours or more per day shall receive a vacation benefit prorated on the basis of four hours or more per day.

8.2.1 **Qualification for Receiving Vacation.** Vacation is granted based on the formula defined in Article 8.2.2.

Vacation with full pay will be granted to permanent employees in accordance with the guidelines below:

- a. **Full-Time Permanent Employees** who have completed six (6) months of continuous service will be credited one (1) year toward vacation increments for each year of continuous service worked.
- b. **Part-Time Permanent Employees** who have completed probation will be credited one year toward vacation increments for each year that they worked at least half-time or more.
- c. **Changes in Status:** Permanent employees who change status between full-time, part-time, or seasonal work without a break in service will retain the

number of years of service that they earned toward vacation increments in their previous status. A change in status will under no circumstance result in an increase in the number of years of continuous service.

d. **Other Guidelines**

- **Leave of Absence:** Time on authorized leave of absence without pay, except to serve in an unclassified position, or on an approved budgetary leave will not be credited toward years of service, but neither will it be considered to interrupt the periods of employment before and after leave of absence; provided that an employee has accepted employment to the first available position upon expiration of leave.
- **Voluntary Layoff:** Employees who have been given voluntary layoffs will be considered to have been continuously employed if they accept employment to the first available position provided that any absence of twelve (12) consecutive months will not be counted towards years of service for vacation entitlement.

- e. **Return to Work from job-related disability:** Upon return to work, employees will be credited for the time served on duty disability pension as the result of disability incurred on the job. This time will be used for the purpose of determining the amount of vacation to which they are entitled each year.

8.2.2 **Calculation of Vacation Time.** The following guidelines for the accrual and calculation of vacation will be observed.

- a. **Vacation Accrual.** Vacation entitlement for those employees who qualify will be the number of days leave from work with pay as normally accrue in consecutive periods as described below:
- Vacation with full pay not exceeding eleven (11) working days each year for the first five (5) years of employment. (Vacation is accrued at .0462 hours per hour paid.)
 - Vacation with full pay at a rate not exceeding sixteen (16) working days each year beginning with the sixth (6th) year of employment. (Vacation is accrued at .0615 hours per hour paid.)
 - Vacation with full pay not exceeding twenty-one (21) days each year beginning with the twelfth (12th) year of employment. (Vacation is accrued at .0808 hours per hour paid.)
 - Vacation with full pay not exceeding twenty-six (26) working days each year beginning with the eighteenth (18th) year of employment. (Vacation is accrued at .1 hours per hour paid.)
- b. **Vacation Calculation.** All vacation will be calculated on a direct proportion basis for all hours of credited work other than overtime and without regard to the calendar year. Such leave may be cumulative up to and including twenty-six (26) days.

8.2.3 **Use of Vacation.**

- a. **Approval.** Earned vacation shall be taken with the prior approval of the Director of Food Services or designee. Normally, vacation requests must be submitted at least 48 hours in advance of leave, and request for vacation leave shall be submitted via Aesop. Every reasonable effort shall be made by the District to approve employee requests for vacation insofar as adequate

scheduling of the work unit permits. Based on this consideration and if the District is unable to accommodate all requests, vacation requests will be granted on a first come first served basis. If requests are received at the same time and for the same time period, seniority will be the determining factor.

- b. **Scheduling.** Vacation will begin on the first working day absent from duty. When said vacation leave includes a holiday, said holiday will not be considered as one of the vacation days. Employees are encouraged to take earned vacation during non-student contact periods such as the winter and spring recess periods or other normal breaks. Employees will not be expected to work beyond their normal capacity to implement the vacation program
- c. **Vacation Carryover.** In the event an employee cannot use their vacation by the end of the calendar year (January – December) it shall be carried over to the following year if it does not exceed the two hundred eight (208) hour cap. Vacation in excess of the two hundred eight 208 hour cap shall be lost. Employees will receive a final one-time cashout of any vacation balance in excess of two hundred eight 208 hours based on their vacation balance as of December 31, 2012.
- d. **Vacation upon Separation.** Upon separation of employment, permanent employees who have completed six months of continuous service will be paid for any remaining unused accrued vacation.
- e. **Vacation Cash Out (Sell Back).** Effective July 1, 2023, every employee of this bargaining unit shall have the option of selling back to the District up to ten (10) vacation days per fiscal year to be placed in their Minnesota Deferred Compensation Plan (457) or the Special School District No. 1 Plan, 403(b).

- 8.3 **Sick Leave:** Employees who are members of the bargaining unit prior to July 1, 2002 who are assigned to work three hours or more per day shall receive a sick leave benefits prorated on the basis of three hours or more per day. Effective July 1, 2002 all new members of the bargaining unit that are assigned to work four hours or more per day shall receive a sick leave benefits prorated on the basis of four hours or more per day.

8.3.1 Assumptions:

- a. The employer and the union have a mutual commitment to minimizing economic and service costs associated with employee absences due to sick leave.
- b. Sick leave use must be consistent with the provisions of the contract.
- c. Supervisors should monitor and manage sick leave usage in a consistent manner department-wide, communicate to employees regularly, and recognize good attendance.
- d. Sick leave usage shall be subject to approval and verification by the Employer who may require the employee to furnish a report from a recognized physical or mental authority attesting to the necessity of the leave, and other information the Employer deems necessary. The employer may require medical verification with advance notice to the employee and/or in cases of suspected fraudulent sick leave claims.

8.3.2 Definitions of Sick Leave.

- a. **Sick Leave.** Illness includes bodily disease or injury or mental affliction, whether or not a precise diagnosis is possible, when such disease or affliction is, in fact,

disabling. Sick leave is also applicable to surgery or emergency illness (including birth of employee's child) in the immediate family as defined in Section 8.3.2.d, below.

- b. **Maternity.** Maternity cases will include a presumption of disability for a period of up to six (6) weeks following delivery pursuant to Minnesota Statute 181.941 Parenting Leave.
- c. **Chemical Dependency.** Alcoholism and drug addiction will be recognized as illness. However, sick leave pay for treatment of such illness will be contingent on two conditions: 1) the employee undergo a prescribed period of hospitalization or institutionalization, and; 2) the employee, during or following the above care, participates in a planned program of treatment and rehabilitation. The program plan must be approved by the Human Resources Department.
- d. **Immediate Family.** For the purpose of sick leave usage, immediate family is defined as an employee's child (including stepchild, biological child, adopted child, and foster child), adult child, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild (grandchild includes step-grandchild, biological grandchild, adopted and foster grandchildren), grandparent or stepparent.

8.3.3 **Eligibility.** To be eligible for paid sick leave, an employee must notify her/his supervisor as soon as possible on the first day of absence, and as required thereafter (usually daily.) The district may require medical verification if the employee is absent three (3) or more consecutive days or if the district believes the sick leave claim is being abused.

8.3.4 **Calculation of Sick Leave.**

- a. Sick leave is earned at a rate not to exceed one (1) day per month prorated to the employee's daily work schedule. Sick Leave is accrued at .0462 hours per hour paid.

8.3.5 **Sick Leave Usage**

- a. **Probation.** Employees on initial employment probation are eligible to utilize accrued sick leave. The employee's supervisor may require medical verification.
- b. **Notification of Sick Leave.** Notification of sick leave shall be called in to the Aesop system by 4:45 a.m. or no less than two (2) hours prior to the start of work shift, whichever is later, on the day sick leave is being used. Exceptions to the call-in deadline may be made in the case of an emergency
- c. **Usage.** To the extent that an employee has accumulated sick leave, sick leave with pay shall be allowed by the District whenever the employee's absence is found to have been due to the employee's illness and/or disability which prevented his/her attendance at work and performance of duties on that day or days.
 - **Sick Leave Usage for Immediate Family:** To the extent that an employee has accumulated sick leave, sick leave with pay may also be allowed for absences due to illness or injury of the employee's child, in accordance with Minnesota Statutes sections 181.940 through 181.943, including amendments thereto, that would enhance the benefit, (child includes

stepchild, biological child, adopted child, and foster child), adult child, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild (grandchild includes step-grandchildren, biological grandchildren, adopted and foster grandchildren), grandparent, or stepparent.

- **Sick Leave Usage for Safety Leave:** In addition, an employee, or relatives described in section 8.3.5.c immediately above, may use accumulated sick leave for "safety leave" which is for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking as defined in the Minnesota Statutes referenced immediately above.

8.3.6 **Sick Leave Severance.**

a. **Eligibility:**

- An employee who terminates his or her employment with the District at any age with at least thirty (30) years of service, or at the age of fifty-five (55) or more after at least ten (10) years of service, shall be paid fifty (50) percent of their accrued sick leave balance at their rate of pay on the date of termination of employment.
- If an employee does not have thirty (30) years of service or is not fifty-five (55) years of age with ten (10) years of service at the time of separation, but is eligible to begin receiving retirements benefits from PERA or MERF, such employee shall be paid fifty (50) percent of their accrued sick leave balance at their rate of pay on the date of termination of employment.

- ##### b. **Disbursement:**
- Severance pay shall be disbursed in a lump sum payment directly to the employee. The employee may elect to have all or part of the payment placed into the employee's account with the State of Minnesota Deferred Compensation Plan, subject to Internal Revenue Code Regulations. The balance, if any, will be paid directly to the employee. The employee, not the District, is solely responsible for determining the maximum allowable annual contribution amount to deferred compensation.

8.3.7 **Summer School.** In the event an employee, who while working summer school, suffers a catastrophic illness or injury they shall be allowed the use of sick leave or vacation. Employee shall be eligible to access their sick leave in the event of illness or accident that affects the completion of the employee's summer school work assignment. The illness or accident must occur when the employee is on pay status. If an employee meets the qualifications stated above the employee must provide medical documentation to substantiate the illness or accident to the Director of Food Service in a timely manner in order to access their sick leave balance.

8.3.8 **Sick Leave Donation Program:**

- ##### a. **Purpose:**
- This program provides an opportunity for employees in this bargaining unit to donate days to other employees in this bargaining unit in certain situations where an employee has experienced a catastrophic illness or injury with special, extenuating circumstances that results in not being eligible for or exhausting all other benefits.
- ##### b. **Description:**
1. This is a leave-to-leave program, under which the employee recipient does not have the option to convert the donated leave into cash.

2. An employee recipient does not accrue leave benefits while accepting donations.
3. A donor employee may contribute whole days of sick leave to a specific employee recipient.
4. Eligible employee recipient will provide the necessary eligibility and medical documentation to the Human Resources Department. The Human Resources Department will notify the bargaining unit of the employee recipient's eligibility.
5. The bargaining unit's responsibility will be to communicate the donation needs of the employee recipient to other bargaining unit employees.
6. Employee recipient may not use this program to care for a spouse or dependent.

c. Eligibility for Employee Recipients:

1. The employee recipient must have experienced a catastrophic illness or injury with special, extenuating circumstances that results in not being eligible for or exhausting all other benefits.
2. The employee recipient will become ineligible for this program once any other source of income (e.g., worker's compensation or Social Security insurance) becomes available. The employee recipient is required to report ineligibility and may be required to repay overpayments.
3. The employee recipient may access as many days as are donated in their name as long as medical certification supports their eligibility.

d. Clarification for Donor Employees:

1. Donor employees may contribute any number of days from their sick leave balance in any one fiscal year to the sick leave bank for use by an eligible employee recipient. Leave may be donated in full day increments only (8 hours).
2. The donation is not tax-deductible to the donating employee and will result in recognition of increased wages and taxes to the employee recipient

8.4 Other Leaves With Pay:

8.4.1 Workers' Compensation.

- a. Employees may use sick leave or vacation to supplement workers' compensation received where sickness or injury was incurred in the line of duty provided the employee qualifies under the provisions of the worker's compensation statute.
- b. Any employee of the Board of Education who has work restrictions verified by a physician may be placed temporarily into District vacancies which have survived the voluntary transfer process and which meet the restrictions determined by the physician or the employee's qualified rehabilitation counselor (QRC).

8.4.2 Critical Illness or Death.

- a. **Death – Immediate Family:** Employees may be granted a leave of absence for up to five (5) days in the event of the death of the employee's parent, sibling, spouse, domestic partner, or child, as well as in-laws or stepfamily members of the same relationship.

- b. **Death – Extended Family:** Employees may be granted a leave of absence for up to five (5) days in the event of the death of the employee's aunt, uncle, cousin, niece, nephew, grandparent, grandchild, as well as in-laws or stepfamily members of the same relationship, or any person who has been a member of the employee's household immediately prior to the critical illness or death of the individual.
 - c. **Critical Illness:** Critical illness is defined as an illness where death is impending, but recovery is possible as determined by the treating physician. The employee shall produce written verification from the treating physician that the family member was "critically ill" at the time the employee requested the leave. Employees may be granted a leave of absence for up to five (5) days in the event of the critical illness of the employee's parent, sibling, spouse, domestic partner, child, or in-laws or stepfamily members of the same relationship.
 - d. **Leaves for Critical Illness and Death in the Family.** Such leaves, as outlined above, shall be with pay and shall not be deducted from the employee's sick leave. Additionally, employees may take up to two (2) days to be deducted from the employee's cumulative sick leave for the critical illness or death of a friend. Leaves as outlined in this Article shall not exceed fifteen (15) days in a single contract period. The District reserves the right to require proof of critical illness or death.
 - e. **Critical Illness or Death of a Friend.** Employees may take up to two (2) days, to be deducted from the employee's sick leave for the critical illness or death of a friend who does not reside in the household. The district reserves the right to require proof of critical illness or death of a friend.
- 8.4.3 **Jury Service.** An employee who serves as a juror will be granted leave with pay while serving on jury duty. This is contingent upon the employee providing verification of requirement to serve on a jury and upon refunding to the District any fees received.
- 8.4.4 **Military Duty.** Military leave shall be granted pursuant to applicable law. Leaves of absence granted for military purposes shall not exceed the enlistment or draft period. Employees are required to submit a copy of their orders along with a completed leave request form.
- 8.4.5 **Personal Day.**
- a. **Allotment:** Personal days from earned sick leave may be taken as personal leave with pay for special obligations or emergencies which cannot be scheduled on non-duty days or outside the normal work day and are not covered under other leave provisions.
 - 1. Employees who work 41 weeks and summer will be allotted two (2) personal days annually.
Employees who work 41 weeks are not eligible to use personal days during summer programming.
 - 2. Employees who work 52 weeks will be allotted three (3) personal days annually
 - b. **Advance Notice and Approval:** Leave requires a 48 hour advance notice (or as much notice as practicable) and approval from the supervisor and Director of Nutrition Services or designee. Such approval shall not be unreasonably

denied and every reasonable effort will be made to facilitate approval of leave, however leave that impairs the essential staffing of the department will not be approved.

- c. **Forfeiture:** Personal leave days that are not used by June 30th of each year will be forfeited.
- d. **Separation:** Personal leave days do not have a cash or benefit transferrable value upon separation from employment.

Article 9 Leaves of Absence Without Pay

9.1 **Eligibility:** To be eligible for a leave of absence without pay an employee must have passed probation. A leave of absence without pay may be granted to employees at the discretion of the Director of Food Service or designee.

9.2 **Procedure:**

9.2.1 **Written Request:** Employees requesting such a leave must submit a written request for leave to their immediate supervisor. The written request must state the dates of absence and the reason for the absence, and must be received by the area or departmental supervisor no less than thirty (30) days before the beginning date of the leave of absence.

9.2.2 **Staffing Considerations:** No more than one employee may be absent without pay from any work site at any given time, except at the Nutrition Center up to three (3) employees may be absent at one time.

9.3 **Leaves Governed by State Law:**

9.3.1 **Public Service:** Leaves of absence without pay to serve as a Minnesota State Legislator or as a full time elective officer in a City or County of Minnesota are granted pursuant to applicable State Statute.

9.3.2 **School Conference and Activities Leave:** An employee may be granted up to a total of sixteen (16) hours of unpaid leave during any school year to attend school conferences or classroom activities related to the employee's dependent(s), provided such conferences or classroom activities cannot be scheduled during non-work hours. When the leave cannot be scheduled during non-work hours and the need for the leave is foreseeable, the employee must provide at least three (3) day written notice of the leave and make a reasonable effort to schedule leave so as not to disrupt unduly the operations of the Employer.

9.4 **Leaves Not Governed by State Law:**

9.4.1 **Conditions:**

- a. Employees may be granted leaves of absence for reasonable periods of time with the approval of the director or designee.
- b. Employees on leave in excess of six (6) months will, at the expiration of the leaves, be placed on the appropriate layoff lists if no vacancies exist in their classifications.
- c. Employees on leaves of less than six (6) months will, at the expiration of the leaves, return to positions in their classification.

9.4.2 Leaves under this provision are granted for the following purposes:

- a. **Illness:** Temporary illness, disability or maternity properly verified by a medical authority.
- b. **Education:** Formal study which is closely related to the employee's duties.
- c. **Travel:** No more than one (1) leave of ninety (90) days or less is permitted in any five (5) year period.
- d. **Public Service:** Employees may be granted leave to become a candidate for or accept public office, to take an appointive position with the City of Minneapolis,
- e. **Organizational Leave:** Leave may be granted to become business agent for a union which primarily represents Board of Education employees, and for
- f. **Other reasons** which the Board of Education may approve.

9.5 Family Medical Leave Act:

- 9.5.1 **Description:** The Family Medical Leave Act (FMLA) of 1993 provides additional rights while on leave of absence. Employees may take up to twelve (12) weeks of leave (per twelve (12) month rolling year) to care for a spouse/child/parent, care for oneself, or due to the birth/adoption of a child or foster child.
- 9.5.2 **Health Insurance Costs:** Health insurance costs would be the same as if the employee was actively working for that twelve (12) week period as defined in Article 17, Insurance Benefits.
- 9.5.3 To determine if a leave under the provisions of the Family and Medical Leave Act will be a paid or unpaid leave of absence contact the school district Employee Benefits Department.

Article 10 Salaries and Performance

- 10.1 **Salary Schedule:** Appendix B, attached hereto and incorporated herein, shall be the schedule of hourly rates of pay for employees.

10.2 Salary Schedule and Other Changes

2020-2021:

- Salary progression on the step schedule effective July 1, 2020, for all eligible employees
- \$1.00 added to each cell of the salary schedule
- Effective July 1, 2020, employees will qualify for the following amounts effective July 1st at the beginning of the year in which they will have completed the years of service listed below:

Years of service	Annual	Hourly
10-14	\$750	\$0.72
15-19	\$1,000	\$0.96
20-24	\$1,500	\$1.43
25+	\$2,000	\$1.91

2021-2022:

- Salary progression effective July 1, 2021, for all eligible members
- \$0.75 added to each cell of the salary schedule
- Eliminate steps 1 and 2 from the salary schedule
- \$2,000 lump sum payment to all members currently in the bargaining unit payable up to 60 days after ratification by the Board of Education

2022-2023:

- Step progression effective July 1, 2022, for all eligible employees
- One-time Wellness Recognition Pay from accrued and available sick balances as of July 1, 2022, that are over 280 hours, will be paid out prior to the first paycheck for the 2022-23 school year:
 - Employees can elect to cash out 100% of accrued sick balance beyond 280 hours
 - Employees must have a balance of 280 accrued sick hours at the time of election to be eligible for the one-time cash out option
- \$1000 lump sum payment payable by the end of the 2022-23 school year, but no later than the pay period covering June 30, 2023.

- 10.3 **Salary Progression:** Wage Rate Pending Negotiation of Successor Agreement: In the event a successor Agreement is not entered into before June 30, 2023, an employee shall continue to be compensated at the rate in effect on June 30, 2023 until a successor Agreement is fully ratified. The employee shall not advance a step on the salary schedule after June 30, 2023 while the parties are negotiating a successor Agreement. Step advancement after June 30, 2023 is dependent upon the outcome of the negotiations for the successor Agreement.
- 10.4 **Salary Upon Promotion:** When an employee is promoted from one grade level to a higher grade level, he/she shall be placed on the step in the salary schedule for the new position that is closest to but higher than the employee's rate in the former classification. In no event shall the new salary be higher than the top step of the new classification.
- 10.5 **Salary Upon Demotion:** When an employee is demoted into a classification with a lower salary range or lower grade level, the salary rate paid to the employee in the classification into which he/she has demoted shall be equal to the salary step within the salary range which is closest to, but which does not exceed, the previous salary rate paid to the employee in the classification from which he/she demoted.
- 10.6 **Performance Review:** Effective July 1, 2001, the District shall develop a standard of performance guideline for each Food Service job classification.
- 10.6.1 The guideline shall clearly define the goals and objectives and measurable standards of performance that will be expected from each Food Service employee. In the event that the Food Service employee's job classification/job description undergoes significant changes, new standards and goals will be designed by the District and discussed with Local 284, with the intent to resolve any differences. Such standards shall be set forth in writing and provided to the employee within the first month of the year preceding a planned step salary increase.
- 10.6.2 The Superintendent or designee will grant salary step increases and/or the negotiated across the board pay raises to all food service workers who are certified

to have achieved the goals and objectives of the standard of performance guidelines, as determined by their individual supervisor.

10.6.3 The following procedures must be followed by the District prior to the denial of a step or salary increase:

- a. The Supervisor will make sure that each employee has been given a copy of the standard of performance guidelines at the beginning of each school year, or for new employees within their first month of employment.
- b. If an employee's performance has fallen below the guidelines, the Supervisor will meet with the employee and provide specifics in writing.
- c. The Supervisor and employee shall then develop a written action plan designed to raise the employee's performance to a satisfactory level. The District shall provide information, training, and other staff development strategies to assist the employee in meeting the performance standards of the position.

10.7 **Detail Pay:** Whenever an employee is assigned to work for five (5) consecutive days or longer in a classification having a greater rate of pay, the employee shall receive the rate of pay for their step in the higher classification from the first day of assignment

10.8 **Annualized Pay Option:** Employees shall be granted the ability to voluntarily opt into an annualized pay plan in which their pay would be distributed over 26 pay periods per year if they so choose.

Article 11 Hours

11.1 Hours:

11.1.1 **No Guarantee of Hours:** This section is intended only to define the normal hours of work and to provide the basis for the calculation of overtime pay. Nothing herein shall be construed as a guarantee of hours per day or per week.

11.1.2 **Normal Work Day:** The normal work day shall be eight (8) hours of work and the normal work week, regardless of shift arrangements, shall be an average of forty (40) hours of work.

11.1.3 **Variable Hours:** The number of hours assigned to work may vary due to menu needs, absences, or other circumstances. In the event there is not work available at an employee's normal location to fill the usual weekly hours, an alternate assignment at a different location may be offered.

11.1.4 **Position Postings:** Positions posted after July 1, 1998, may be stated on a weekly number of hours for which an employee will be assigned and paid for, and will include an anticipated start time each day.

11.2 Additional Work:

11.2.1 **Definition:** Classified work that cannot be covered at the site where the work exists, as determined by management, may be considered additional work. Food Service staff from other sites may be offered the additional work subject to the following: the availability of employee(s) to perform the additional work, the logistics related to the additional work, and the District's desire to cover the work at a straight time rate of pay.

11.2.2 **Classification and Posting:** If management determines additional work exists, management shall determine the appropriate classification and the additional

work shall be posted via the food service email distribution list at least forty eight (48) hours in advance (except as provided for below). The posting shall include: necessary qualifications, hours, and site/location. When additional hours extend beyond the posted hours, the employee is expected to stay for the duration as deemed necessary.

11.2.3 Offer and Acceptance of Assignment: Each assignment will be posted individually and offered to the most senior qualified employee in the classification who has responded. Responding employees must accept the assignment if offered.

- a. **Insufficient Responses:** In the event that a sufficient number of qualified employees do not volunteer for the additional hours, the least senior qualified employee within the classification shall be assigned to work the additional hours, then the next least senior qualified employee within the classification, until a sufficient number of employees have been selected to work the additional hours. Additional hours so assigned shall be mandatory.
- b. **Unavailability for Assignment:** If an employee responds and is subsequently unavailable due to urgent circumstances, the employee must notify the posting supervisor immediately. Proof of urgent circumstances may be required for an absence to be deemed excused. If notification of absence occurs at least forty eight (48) hours in advance of scheduled assignment the next senior qualified employee in the classification who has responded shall be offered the assignment.

11.2.4 Exception for Unexpected Circumstances: An exception exists in situations where management determines additional work is due to an unexpected or unplanned event or circumstance. Unplanned or unexpected additional work may include work that becomes available with less than a forty eight (48) hour notice. In such cases where efficiency dictates, management shall have the discretion to offer the work to employee(s) most readily available and qualified. In these situations, employees may be required to work at a different building or location than his/her regularly assigned building or location.

11.3 Rates Of Pay: Additional hours shall be paid at the employee's regular hourly rate of pay if there is no break between the end of the employee's regular hours and the additional hours. If an employee is required to return to work after having worked their regular hours, the additional hours shall be paid for at the rate of one and one-half (1-1/2) the regular hourly rate of pay.

11.4 Saturday/Sunday Work:

11.4.1 Staff Assigned to School Sites: When employees are required to work on Saturdays and/or Sundays on non-District related events, they shall be compensated at the rate of double their regular hourly rate of pay. Work performed on Saturdays or Sundays for District-related events shall be compensated at the rate of one and one-half (1-1/2) the regular hourly rate of pay. Employees shall be notified at time of assignment whether the work is for a District or non-District related event.

11.4.2 Section 11.4.1 does not apply to staff assigned to Catering/Retail operations.

11.5 Overtime Pay: Only hours worked in excess of forty (40) hours per regular work week shall be paid at the rate of one and one-half (1-1/2) the regular hourly rate of pay. Prior approval of the immediate supervisor is necessary to earn overtime compensation. For purposes of calculating overtime pay only, time worked shall be rounded to the nearest one-tenth (1/10) of an hour.

Article 12 Time Allowance for Lunch Break

- 12.1 **Four work hours but less than seven:** Employees who work four (4) paid hours, but less than seven (7) paid hours each day shall be allowed a twenty (20) minute paid break.
- 12.2 **Seven work hours or more:** Employees who work seven (7) or more paid hours each day shall be allowed two (2) fifteen (15) minute paid breaks and a thirty (30) minute unpaid meal period where the employee is fully relieved of duties. Unpaid meal periods shall not be included as hours worked for purposes of calculating overtime pay or compensatory time. "Fully relieved of duties" shall mean that the employee is not required to remain at his/her duty station.

Article 13 Posting Procedures**13.1 Posting of Positions.**

- 13.1.1 **Posting:** All positions covered by this Agreement shall be posted for application on the District website.
- a. **Job Description:** Postings will include a description of the job and the duties, location, full time equivalency (FTE), approximate working hours, approximate starting date, and closing date for application.
 - b. **Posting Period:** For all classifications in the bargaining unit, the existing vacancy will be posted online for ten (10) working days.
 - c. Individual position postings can be accessed by bargaining unit employees on a continual basis as positions become available through the District website. Employees interested in applying to new positions within the District should register their email address on the District's website to receive notifications of position openings.
 - d. All interested applicants may apply for the position during the posting period. This includes current employees in the same classification as the posting, current employees interested in a promotion or a title transfer, and external (non-District employee) applicants. A title transfer is a change in classification within pay grade. Applicants will be considered through the interview and select process outlined in 13.1.4 below.
 - e. **Submission of Applications:** Applications must be completed and submitted electronically to the District Human Resources Department on or before the closing date of the posting.
 - f. **Applications for Multiple Position:** Employees may apply for more than one position but must apply for each position separately.
- 13.1.2 **Conversion to Benefits Eligible Position:** Non-benefits eligible positions that become benefits eligible due to an adjustment in hours will also be posted and filled through the voluntary transfer process.
- a. **Non-Benefits Eligible Incumbents:** An employee currently holding the position may participate in the transfer process but is not guaranteed a right to retain the assignment.

- **Displaced employees:** An employee displaced by this process will be deemed intermittent and the rules that pertain to intermittent status as defined in Article 15 (intermittent Status) shall apply.

13.1.3 Applicant Routing and Awarding of Positions

- a. **Recall and Lateral Transfers Considered First:** Vacancies will be filled first through the recall process. If there are no employees on the recall list, or employees on recall decline the offer to return, vacancies will next be filled via the lateral transfer process in accordance with the provisions below. Positions that remain vacant after the lateral transfer process is complete will remain open until filled via promotional or external candidates in accordance with section 13.1.4, below.
- b. **Transfer Eligibility:** Any active status employee who has passed his or her probation period may apply for a transfer within their classification.
- c. **Limitation on Transfers:** An employee may accept only two transfers in a contract year excluding summer program positions.
- d. **Awarded by Seniority:** Employees with the highest District seniority date applying for a transfer to an open position will be placed in that position.
- e. **Acceptance or Declination of Offer:** Employees must be prepared to accept or decline a position at the time they are contacted. Employees who do not accept or decline will be deemed to have declined.
- f. **No Applications:** Where no applications are received for a posted position, that position will be filled through other means, as outlined in section 13.1.4 below.
- g. **Concurrent Positions:** Employees may accept more than one (1) position in their classification provided their scheduled hours are compatible, a separate application is completed for each position, and the combined positions do not exceed eight (8) hours per day and/or 40 hours per week. Neither travel time nor travel expenses between assignments will be reimbursed.

13.1.4 Posting Results:

- a. **Information provided to the Union:** Posting results will be sent to the Union when an offer has been made and accepted. If the position was not awarded to the most senior applicant a written explanation of the award shall be included in the information given to the Union. Posting results will include:
 - Names of all applicants.
 - Current positions of all applicants
 - The name of the applicant awarded the position.
- b. **Deadline for Beginning Work:**
 - **Lateral Transfer:** Employees who accept a lateral transfer into a new position through the posting process shall be available to begin work in the new position no later than five (5) working days after the acceptance of the position, and the official start date will be determined with agreement between the employee and the District.
 - **Movement to Promotion Position:** Employees who accept a promotional position through the posting process shall be assigned to the new position within fifteen (15) working days. If there is a need to make an exception to

this assignment period, the date of transfer will be arrived at by mutual agreement between the union and the District provided that the employee's salary increase and seniority will go into effect the 16th working day or the actual start date, whichever occurs first.

c. Trial Period in New Position:

- **Lateral Transfer:** An employee shall be allowed a trial period of seven (7) working days in any new assignment within their existing job classification. Prior to the expiration of seven (7) working days, an employee may request, in writing, to return to their previous position. The seven (7) working day trial period will not be available for positions starting at the beginning of the school year through the end of September.
- **Offer to next eligible bidder:** In cases of a lateral transfer, if an employee returns to his or her prior position, Food Service shall offer the vacant position to the next most senior eligible bidder on the original bid rather than having to post a new vacancy. The supervisor's decision is not subject to the grievance procedure.
- **Movement to Promotional Position:** A successful internal candidate who accepts a promotion into a new job classification shall be allowed a trial period of seven (7) working days. Prior to the end of the seven (7) working days in the new job classification, an employee may request, in writing, to return to their previous position.
- **Probation Period:** Promotion or New Classification Probation. Permanent employees who transfer to another job classification or receive a promotion must serve a probationary period as defined in Article 3 to be deemed permanent in the new classification.
- **Return to Previous Classification after Trial Period:** After expiration of a lateral or promotional trial period, an employee may request, in writing, to move or demote to their previous job classification. Contingent upon supervisory approval and available vacancies, the request may or may not be granted.

13.1.5 Interview and Select Process: All posted positions that remain vacant after the voluntary/lateral transfer process has been completed shall be filled in accordance with the following procedure.

- a. Referral of applicants:** Applicants shall be reviewed by Human Resources and those determined to be qualified based on the job description will be referred for an interview.
- b. Selection Process:**
 - **Promotional Vacancies (Grade F2 and above):** Educational qualifications, work experience, satisfactory work performance, and years of service will be factors in the interview process. For any promotional vacancy with internal applicants deemed qualified by the Human Resources screening, the department must interview the three (3) most senior qualified applicants with greatest District seniority.
 - **Interview Committee:** The interview committee shall consist of Food Service Administrators and one (1) Food Service Employee within the bargaining unit. At their discretion, a Human Resources representative(s) and a Union Representative may attend as observers. The committee will select the best

qualified candidate. Should the committee select someone other than the most senior candidate, the committee shall provide the Union with the reasons for the decision. The reason(s) must be based on legitimate, business-related reasons.

- c. **Assignment to New Position:** A successful internal candidate shall be assigned to the new position within fifteen (15) working days. If there is a need to make an exception to this assignment period, the date of transfer will be arrived at by mutual agreement between the union and the District provided that the employee's salary increase and seniority will go into effect the 16th working day or the actual start date, whichever occurs first.

13.1.6 **Site FSA, Senior Positions:** Sites that are staffed by a Food Service Coordinator, Senior may, based on the needs of the program as determined by management, have a Food Service Assistant, Senior to assist in site management and to act as the Food Service Coordinator, Senior in their absence. The District will provide formalized training, and The Food Service Coordinators, Senior have agreed to provide on the job training and to act as mentors for the Food Service Assistant, Senior positions at their given site. The District and the Union will meet and confer annually, or as needed, prior to budget tie-out to discuss the staffing threshold for these sites.

13.2 **Seniority Rosters:** Seniority is defined in Article 3. The Board of Education shall post a current seniority roster on the District website. The roster will show each employee his or her seniority, work location, and hours per day:

13.2.1 **Seniority Date**

- a. The seniority date for permanent employees hired prior to the ratification of the 1989-92 agreement shall remain the same as their present seniority date.
- b. The seniority date for employees hired after the ratification of the 1989-92 agreement shall be the date of their first permanent assignment.

13.3 **Relocation of Programs:** When a program is relocated intact to another site, the Food Service employee assigned to that program shall remain assigned to that program, unless there is a permanent increase of six (6) hours or more per week in which case the job will be posted.

13.4 **Merger:** When schools are merged and moved into a new or different facility, the employee with the most seniority of the merging schools, will be awarded the position, unless there is a permanent increase of six (6) hours or more per week in which case the job will be posted.

13.5 **Relocation Of Schools/Fresh Start:** In the event that a school site is recreated or given a fresh start (involves all school staff) as a part of the school performance continuum, the employee may elect to apply for a position provided for in Article 13 or use Article 15 whichever is appropriate.

13.6 **Summer Position Posting:**

13.6.1 **Term of Employment.** All employment in the Food Service Summer Session, unless otherwise specified, will terminate at the end of the Food Service summer term. Employees working the Food Service Summer Session are held to the same performance, conduct and attendance standards as the regular work year. Employee who do not meet satisfactory Summer Session attendance standards may be released from their assignment.

13.6.2 **Compensation.** Effective in the Food Service Summer Session of 2019, all pay rates for the Food Service Summer Session will be at an employee's regular rate of pay.

Filling Positions:

- a. Summer positions will be sent out via global email for an in person hiring session.
- b. Food Service Summer Session positions shall be filled in the following order of priority by selecting from among the most senior bidders who meet the minimum qualifications:
 - Food Services employees currently in the same classification, based on District seniority.
 - Food Services employees outside of the classification, based on District seniority.
 - District employees or applicants outside of the bargaining unit.
- c. Bid results for summer jobs will be sent no later than May 15. The bid result procedure will be followed according to Section 13.1.3.

Article 14 Reduction in Personnel and Hours

14.1 **Determination of Need:** Reduction in personnel and or hours shall be based on the meals per labor hour standard. Such reductions shall be determined by the Director of Food Service or designee based on program participation. Employees will not be expected to work beyond set work standards to implement a reduction of personnel.

14.2 **Temporary Employees:** All temporary employees shall be terminated before a reduction in work force can occur.

14.3 **Excessing:** Excessing exists whenever it becomes necessary to reduce personnel and/or hours of employment.

14.3.1 **Preliminary Steps:** Whenever excessing exists, the Human Resources Department is advised as to the amount of the departmental excessing by classification and determines through District seniority the employee(s) to be excessed. The Food Service Director or designee shall discuss the reduction with the affected employees and the Union. Supporting data will be provided. The Union and affected employees are encouraged to offer suggestions on the manner of implementing the reduction. The final decision on the manner of implementing a reduction shall be made by the Food Service Director in consultation with Human Resources.

14.3.2 **Application for Vacant Positions:** Whenever a position is eliminated the affected employee is deemed excessed and shall apply for vacant positions. Whenever hours are reduced one and one half (1.5) hours or more per day, affected employees may, in the following order:

- a. accept the reduced hours and remain in their current assignment, or
- b. decline the reduced position, voluntarily excess themselves, and apply for vacant positions.

Article 15 Placement of Excessed Employees

- 15.1 **Vacancy List:** The District and Union will meet and confer each year to determine a date by which positions that become vacant will be held for excessed placement. A vacancy list will be created by Human Resources comprised of positions created by the voluntary excess process, new vacancies, attrition, and, if necessary, additional vacancies created by excessing employees in the classification who have less district seniority than the employees in the classification who positions were eliminated or reduced.
- 15.2 **Excessed Placement Session:** Excessed employees who do not secure a position through the posting and application process will attend an excessed placement session. Employees will be notified of the placement session at least five days in advance of the session.
- 15.2.1 **Selection by Seniority:** In order by District seniority, excessed employees in attendance or their designated Union representative will claim positions of like or lesser status in their excessed classification.
- Like status** for excessed placement is defined as the same or greater percentage of FTE in hours per week and the same calendar assignment.
 - Less status** for excessed placement is defined as fewer hours per week and/or fewer weeks per year.
- 15.2.2 **Employees who remain excessed** at this point may select intermittent status to avoid layoff. If they do not select intermittent status they shall be deemed laid off and the provisions pertaining to laid off employees shall apply.
- 15.2.3 **Return to Previously Held Classification:** After the excessed placement session permanent employees who were excessed from their current classification may avoid layoff by using their District seniority to return to a previously held classification in which they passed probation, for which they meet the current qualifications, and for which there is a current vacancy.
- 15.3 **Intermittent Status:**
- 15.3.1 **Eligibility:** Intermittent status is available to employees who have been identified for layoff or displaced because their assignment went from non-benefits eligible to benefits eligible.
- 15.3.2 **Return to Substitute List:** Employees who choose intermittent status in lieu of layoff shall be returned to the substitute list. They may remain on intermittent status on the substitute list at their regular rate of pay for ninety (90) days.
- Temporary Status:** After ninety (90) days, intermittent employees shall be classified as temporary and paid at the temporary rate of pay. The employee still retains all rights to recall as defined in this article.
- 15.3.3 **Application for Permanent Positions:** Intermittent employees must seek a permanent position by doing the following:
- The employee must apply for vacancies of like status as they are posted in order to secure a new position.
 - It is the employee's responsibility to make sure that the District has the employee's current home address and phone number
 - If the employee is offered and refuses a permanent position of like status, he/she will be terminated.

15.3.4 Temporary Assignments: Intermittent employees must accept temporary assignments while on intermittent status by doing the following:

- a. The employee must stay in contact with Food Service regarding temporary assignments until she/he accepts a permanent position.
- b. The employee is not guaranteed to receive an assignment or to have an assignment in any particular geographic area.
- c. Employees must notify the District of days they are unavailable in advance.
- d. The employee must accept assignments that are offered at least 1½ hours in advance of the assignment's scheduled start time.
- e. Once the employee has accepted a temporary assignment she/he is expected to stay in it as long as it is available or until she/he has secured a permanent position. If said employee is unable to report to work at her/his temporary assignment, she/he must report their absence as defined by department policy.
- f. While on intermittent status employees remain eligible to accrue sick leave and vacation hours on hours worked; however, employees may not use sick or vacation hours until they have been working in an assignment for at least five (5) consecutive work days.

15.4 Lay Off/Recall:

15.4.1 Layoff: If an excessed employee has chosen not to exercise his or her rights as provided for in Article 15 he or she shall be deemed laid off.

15.4.2 Recall:

- a. **Offer of Comparable Hours:** An employee on layoff who has been offered and has accepted the offer for an assignment in his or her layoff classification of comparable hours to his or her previous assignment shall be considered recalled and placed on the same tier as prior to layoff.
- b. **Offer of Non-Comparable Status** An employee on layoff who has been offered and has refused the offer of a position that is not of comparable hours or is in a different job classification, or would result in a demotion will not forfeit further recall rights, and will remain on the recall list.
- c. **Recall Rights Period:** Employees will retain recall rights for a period of eighteen months from the effective date of layoff or intermittent status to a position in the same classification and tier.

Article 16 Uniforms and Mileage

16.1 Rate: The District reserves the right to provide the uniform or an allowance/reimbursement. For those employees who are required to wear but are not provided uniforms, the employer shall add ten cents (\$0.10) per hour to the hourly rate.

16.2 Gloves, Jackets, and Shoes:

16.2.1 Shoes: The District shall provide a shoe stipend of one hundred (\$100) dollars per contract year for eligible employees. Unit employees who work year-round (52 weeks) shall be paid an annual shoe stipend of two hundred (\$200) dollars.

16.2.2 Gloves and Jackets: The District will provide gloves and jackets for employees required to work in and around freezers.

- 16.3 **Mileage:** When it is necessary for an employee to use his/her automobile for school business as approved by the Director of Food Service, the mileage rate paid for such travel shall be the prevailing Internal Revenue Service rate.
- 16.4 **Emblems and School Spirit Wear:** Only approved emblems may be worn. School spirit wear may be worn at the employee's discretion on the last day of the work week (Fridays).

Article 17 Insurance Benefits

17.1 Administrative Information:

- 17.1.1 **Contract with Insurance Carrier:** These benefits are subject to the terms of the contract between the insurance carrier and the District.
- 17.1.2 **Eligibility:** To be eligible for insurance benefits, the employee must be a permanent employee and working in a position of twenty (20) hours or more per week.
- 17.1.3 **Enrollment:** The employee must enroll to receive health plan coverage and dental coverage. Coverage is not automatic.

17.2 Health Coverage:

- 17.2.1 **Enrollment:** The employee must enroll to receive health plan coverage. Coverage is not automatic.

- 17.2.2 **Coverage:** The employee may enroll in employee only, employee plus one, or family coverage.

a. Contribution – Employee Only:

- Effective January 1, 2019, the District will pay the total cost of the premiums towards the lower/lowest cost employee-only plan, for each permanent certified employee who works twenty (20) or more hours per week. The District will pay no less than eighty percent (80%) of the total cost of the premium for the other employee-only plans. The employee shall pay the difference between the District contribution and the total cost of the premium for the employee-only health plan coverage.

b. Contribution – Employee + 1:

- Effective January 1, 2019, the District shall contribute no less than seventy five percent (75%) of the total cost of the premium for the employee plus one plans. The employee shall pay the difference between the District contribution and the total cost of the premium for the employee plus one health plan coverage.

c. Contribution – Family:

- Effective January 1, 2019, the District shall contribute no less than seventy percent (70%) of the total cost of the premium for the family coverage. The employee shall pay the difference between the District contribution and the total cost of the premium for the family health plan coverage.

- 17.3 **Dental Insurance:** The following dental benefits are available to insurance eligible employees.
- 17.3.1 **Employee only Coverage.** Effective January 1, 2019, the District shall contribute no less than seventy-five percent (75%) of the total cost of the premium towards employee only coverage. The employee will pay the difference between the District contribution and the total cost of the premium for employee only coverage.
- 17.3.2 **Employee + 1 Coverage.** Effective January 1, 2019, the District shall contribute no less than eighty percent (80%) of the total cost of the premium toward employee plus one coverage. The employee shall pay the difference between the District contribution and the total cost of the premium for the employee plus one dental coverage.
- 17.3.3 **Family Coverage:** Effective January 1, 2019, the District shall contribute no less than eighty percent (80%) of the total cost of the premium toward family coverage. The employee shall pay the difference between the District contribution and the total cost of the premium for family dental coverage.
- 17.3.4 **Enrollment:** The employee must enroll to receive dental plan coverage with payroll deductions for the premiums. Coverage is not automatic.
- 17.4 **Life Insurance:** Insurance eligible employees are automatically enrolled in the basic life insurance plan. The Board of Education agrees to provide basic life insurance coverage in the amount of \$20,000 for each employee. Effective January 1, 2023, basic life insurance coverage will increase to \$35,000.
- 17.5 **Before-Tax Benefits:**
- 17.5.1 **Insurance Deduction.** Effective July 1, 1990, premiums deducted from the employee's check to pay for health insurance coverage are automatically taken on a before-tax basis, unless the employee has indicated to the contrary in writing to the Employee Benefits Office, subject to Minnesota Law. If the employee is covering a non-tax dependent that portion of the benefit is taxable (due to 2007 Minnesota Law that allowing unmarried children up to the age of 25 to be covered) The premiums paid by the employee, if any, are not subject to federal, state, and Social Security and Medicare taxes. Reports of earnings to MERF and PERA and pension deductions will be based on gross earnings. The before-tax deductions are subject to the requirements of Section 125 of the Internal Revenue Code as amended from time to time.
- 17.5.2 **Dependent Care Spending Account.** An employee may designate an amount per calendar year from earnings in which there will be no federal, state and Social Security and Medicare taxes withheld, for dependent care (as defined in Section 125 of the Internal Revenue Code and amended from time to time) to allow the employee to work.
- 17.6 **Tax-Deferred Savings Plans (Deferred Compensation).**
- 17.6.1 **District Annual Matching Payments:** The District shall make an employer matching payment to the State of Minnesota Deferred Compensation Plan (457) and/or the Special School District No. 1 403(b) Plan each pay period up to a maximum District match based on calendar year. Benefit eligible employees enrolled in the State of Minnesota Deferred Compensation Plan or the Special School District No. 1 403(b) Plan will be automatically eligible for the match.

17.6.2 Match Requirements:

- a. **Match Amount:** The District will pay an annual match payment of up to \$700.00 for employees participating in the Municipal Employee Retirement Fund (MERF) and up to \$450.00 for employees participating in the Public Employees Retirement Association (PERA). Effective January 1, 2023, the District will increase the annual match payment to a maximum of \$650.00.
- b. **Payments:** The District will match any amount of employee contributions up to the match as noted in a. (above). Beginning January 1, 2006, tax-deferred savings plan participants will be matched on a per pay period basis while they are deferring into the plan(s) until they reach their annual match for the calendar year.
- c. **Deferred Amounts:** Only deductions that employees defer during the match period shall be matched by the District.
- d. **Employee Requirements:** The employee must have enrolled, elected to defer, and in fact deferred a qualifying amount during the calendar year, to qualify for the match.

17.6.3 **Taxes and deductions:** All employer and employee amounts paid to the State of Minnesota Deferred Compensation Plan (457) are subject to social security and Medicare taxes. All employee contributions to the 403(b) plan are subject to social security and Medicare but employer contributions to the 403(b) plan are not subject to Social Security and Medicare.

17.6.4 Deferral Limits:

- a. Employees should ensure that tax-deferred payments do not exceed IRS limits. If limits are exceeded, the District will stop deductions to these accounts.
- b. **Employer Contributions:**
 - 403(b) - employer contributions are in addition to your limit
 - 457 - employer contributions are included in your limit
 - For detailed current information concerning deferral limits, see the IRS website (www.irs.gov). For current information about maximum shelter amounts, additional contributions, catch-up limits, and other details concerning the 457 or 403(b) plans, consult the plan's representative or website.

17.6.5 Enrollment and Changes:

- a. **Employee Options:** Employees may enroll, change or cease their contributions at any time.
- b. **Termination of Employment:** An employee who terminates employment with the District prior to the time of the match payment, as a result of resignation, layoff, retirement, or discharge will not be eligible for any further payment of the tax deferred savings plans under this section.

17.7 Insurance for Retirees

17.7.1 **Eligibility:** Effective September 1, 1992, employees who retire and have met the age and service requirement necessary to receive an annuity from the Minneapolis Employees Retirement Fund (MERF), the Public Employees Retirement Fund Association (PERA) are allowed to remain in the active employees health and dental group insurance plans. Also, employees who retired after March 1, 1991,

and have continuously participated in the district's health and/or dental insurance plans are eligible to continue coverage beyond the eighteen (18) month period under the Consolidated Omnibus Budget Reconciliation Act (COBRA). Eligible retired employees are allowed to remain in the active employee group to age 65, subject to the administrative requirements of the district, the carrier contracts, labor agreement, and state and federal law. Dependents may remain in the group until the retired employee is no longer eligible.

17.7.2 Premium Payment. Unless otherwise provided for in the collective bargaining agreement, retired employees shall pay the total premium plus the additional two percent administrative fee charged under COBRA.

17.7.3 Active Employee Deduction. Any additional premium cost associated with including retirees shall be assessed to active employees through a separate payroll deduction. The annual amount of the deduction for employees shall be determined by dividing the total additional premium for including retirees in the health plan or plans (as determined by the health plans based on enrollment as of May 1 of the preceding year) by the number of employees enrolled in health insurance coverage on the same date. The pay period deduction shall be determined by dividing the annual amount by 19 pay period deductions. For the 1992-93 school year, there will not be a payroll deduction (the health plans have determined that an additional premium charge is not required at this time).

17.8 Damage to Vehicles: The District shall establish a fund in the amount of \$5,000 to reimburse employees for the cost of reimbursement for loss, damage or destruction of personal motor vehicles on school property or while an employee is in the performance of school business as verified by the principal or supervisor and police report. In the case of motor vehicles, reimbursement shall not include personal property that is stolen or damaged. Reimbursement shall not exceed \$500 per incident. Any reimbursement made on this article is a gratuitous payment and does not indicate that the district has accepted liability for the incident.

17.9 Long-Term disability Insurance:

Effective January 1, 2023, insurance-eligible employees are automatically enrolled in District-paid long term disability insurance. The long-term disability insurance plan replaces sixty percent (60%) of monthly earnings pursuant to the Insurance Plan document. There is a ninety (90) consecutive workday elimination period before benefits begin. The long-term disability insurance benefits are coordinated with PERA and Social Security benefits.

Article 18 Staff Development and Training

Staff development and training shall be at the discretion of the Director of Nutrition Services and shall be considered as mandatory when scheduled throughout the year. Mandatory staff development and training scheduled outside of the employee's regular work day will be compensated at the appropriate rate as outlined in Articles 10 and 11. Employees required to attend such training shall be given at least two (2) weeks' notice of the training.

Article 19 Grievance Procedure

19.1 General Statement:

- 19.1.1 **Intent:** The Board of Education and the Union desire that each employee have a means by which grievances may be given fair, timely, and continued consideration until resolved. The parties agree to attempt to solve the contractual differences or dissatisfactions in a collaborative and problem-solving mode as soon as possible, but such resolutions must be in accordance with the provisions of this Agreement.
- 19.1.2 **Definition – Grievance:** A grievance shall be defined as any controversy arising over the interpretation of or adherence to the terms and provisions of this Agreement.
- 19.1.3 **Definition - Terms:** If it is necessary to define any term within this procedure, the definitions found in the Public Employee Labor Relations Act shall be controlling.

19.2 Adjustment of Grievances: The Board of Education and the grievant shall adjust all grievances arising during the course of employment as follows:

- 19.2.1 **Step 1:** The employee, and/or a Union representative, shall informally discuss the grievance with the employee's immediate supervisor or principal. If the employee shall not be present for the meeting, he/she shall sign a waiver explicitly waving his/her right to be present. The supervisor or principal shall be informed that this discussion constitutes the first step of the grievance process. The supervisor or principal shall render a written response to the grievance within ten (10) working days after the grievance is discussed.
- 19.2.2 **Step 2.**
- a. **Submission to Step 2:** If the grievance is not resolved at the time of the Step 1 informal discussion, it shall be reduced to writing and submitted to the Director of Nutrition Services with a copy to the Employee Relations Department. The written grievance shall set forth the specific facts giving rise to the grievance, the specific provisions of this Agreement allegedly violated, and the specific remedy sought. The written grievance must be submitted within twenty (20) working days after the event giving rise to the grievance.
 - * **Meeting:** Within ten (10) work days after submission of the written grievance, the Director of Nutrition Services shall schedule a meeting with the employee and/or Union to discuss the issues raised in the grievance. The purpose of the meeting shall be to explore all sides of the issues giving rise to the grievance and to attempt to find a mutually-acceptable solution.
 - * **Food Service Response:** Within ten (10) work days after the Step 2 meeting, the Food Service Director shall answer the grievance in writing with copies of the answer going to Union and to the Employee Relations Department.
- 19.2.3 **Step 3.**
- a. If the grievance is not resolved at Step 2, it may be appealed to the Employee Relations Department within ten (10) work days after receiving the decision.
 - b. Employee Relations and the Local No. 284 shall attempt to resolve the issues raised in the grievance through collaborative problem-solving efforts.
 - **Meeting:** Within ten (10) work days after submission of the Step 3 grievance, Employee Relations shall schedule a meeting with the grievant and his/her representative to discuss the issues raised in the grievance. The purpose of

the meeting shall be to explore all sides of the issues giving rise to the grievance and to attempt to find a mutually-acceptable solution.

- Employee Relations Response: Within ten (10) work days after the Step 3 meeting, Employee Relations shall answer the grievance in writing with a copy of the answer to the Culinary and Wellness Department.
- c. Once a grievance claim reaches Step 3, neither the scope of the grievance claim nor the remedy may be expanded at subsequent steps.
- New information directly related to the grievance received by the union at Step 3 or later that would, in the union's opinion, lead to the expansion as related to the scope or remedy of the grievance, can be used for cause for filing an additional grievance.
 - Union agrees to discuss their intention to file an additional grievance with the District in advance. The union will attempt to resolve the additional grievance with the District prior to filing the addition grievance.
 - Grievance(s) filed by the union in bullet point 1 immediately above, due to receipt of the additional information must be filed within twenty (20) working days of receipt of the new information. The additional grievances(s) shall not be denied or challenged by the District solely due to timeliness if the additional grievance is filed within the mandatory twenty (20) day timeline.

19.2.4 Step 4 Mediation

- a. If the grievance is not resolved at Step 3, either party may request mediation by filing a request to the Bureau of Mediation Services.
- b. For grievances arising out of the due process or disciplinary process, the grievance may skip Steps 2 and 3 and proceed directly to mediation with the mutual agreement of Local No. 284 and Employee Relations.

19.2.5 Step 5 Arbitration

- a. **Referral to Arbitration:** If the grievance is not resolved in or submitted to Step 4, the union may refer the matter to arbitration within ten (10) working days of the completion of mediation. All requests for arbitration shall be made in writing and must be served upon the Employee Relations Department. The arbitrator shall first proceed to the question of arbitrability of the grievance if such issue is raised by the school district as a denial of the grievance process at any level, and shall then proceed to hearing of the evidence and testimony on the grievance, if the matter withstands the arbitrability challenge.
- b. **Selection of Arbitrator:** Employee Relations and the union may select a mutually acceptable arbitrator. If not able to do so, the union may request a list of seven (7) names of qualified arbitrators from the Bureau of Mediation Services, State of Minnesota. Employee Relations and the union shall determine who is to strike the first name from the list by the toss of a coin. Each party will then alternately strike names until only one remains, who shall be the arbitrator who shall hear and decide the grievance.
- Modification of the Agreement: The arbitrator shall not have the power to modify in any form whatsoever any provision of this Agreement.
 - Fees and expenses of the arbitrator shall be divided equally between the Board of Education and the union.

- c. **Time Limitations Mandatory:** The time limitations set forth herein relating to the time for filing a grievance and demand for arbitration shall be mandatory. Failure to follow said limitations shall be deemed a waiver thereof and it shall not be submitted to arbitration. Failure to appeal a grievance from one level to another within the time periods provided in this section shall constitute a waiver of the grievance. The time limitations provided herein may be extended by mutual written agreement.

- 19.3 **Severability.** The provisions of this grievance procedure shall be severable and if any provision or paragraph thereof 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 circumstances.
- 19.4 **Reprisal.** No reprisals of any kind will be taken by the Board of Education or by any member of the administration against any grievant, any representative of a grievant, or any other participants in the grievance procedure by reason of such participation.
- 19.5 **Employee Rights.** Nothing herein shall be construed to limit, impair or affect the right of any employee, or group of employees, as provided in state statutes.
- 19.6 **Time Limits.** The parties, by mutual agreement, may waive any step and extend any time limits in the grievance procedure. However, failure to adhere to the time limits will result in a forfeit of the grievance, or in the case of the employer, any such failure to respond at each level of the grievance procedure within the prescribed time limits may be an appropriate issue for an arbitrator to consider in making his/her award.

Article 20 Non-Discrimination

- 20.1 **Equal Application of Contract Provisions:** The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, physical disability, affectional orientation, or receipt of public assistance.
- 20.2 **Union Participation:** The Employer agrees not to interfere with the rights of the employees to become members of the Union and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee activity officially sanctioned by this contract on behalf of the Union.

Article 21 Civil Service Rules

- 21.1 **Civil Service Rules:** The parties to this Agreement expressly recognize that certain terms and conditions of employment are governed by the Rules of the City of Minneapolis Civil Service Commission and that the Rules of the City of Minneapolis Civil Service Commission, except where specifically superseded by this Agreement, shall be considered to be part of this Agreement. Both parties agree that they will abide by those Rules for the term of this Agreement and any extensions thereof. The parties agree that if the Civil Service Commission changes or adds to its Rules in such a way as to conflict with any express provision of this Agreement, the terms of this Agreement shall prevail. In the event that the

Board of Education severs its ties to the City of Minneapolis Civil Service Commission, the Civil Service Rules as most recently in effect prior to severing of such ties shall remain in full force and effect.

- 21.2 **Employee Discipline:** The District shall utilize the framework established via the Rules of the City of Minneapolis Civil Service Commission, Rule 11 to provide corrective and disciplinary action in order to provide for orderly conduct of business operations and personnel management. All effort will be made to achieve the proper balance between the rights of employees and the obligation of the District to employ and retain only those employees who make a positive contribution to the quality of services provided to the community.

21.2.1 **Just Cause.** The District Shall discipline employees only for just cause.

21.2.2 **Progressive Discipline.** The principle of progressive discipline shall be applied when appropriate. The following types of corrective and/or disciplinary action may be imposed and will usually be administered progressively:

- a. Warning – verbal or written
- b. Written reprimand
- c. Unpaid suspension
- d. Demotion
- e. Separation or termination

The District reserves the right to deviate from the usual progressive discipline steps in cases that warrant a more advanced or sever level of corrective or disciplinary action.

21.2.3 **Right to Union Representation.** The employee shall have the right to union representation at the meeting upon request. It shall be the employee's responsibility to arrange for representation, if desired.

- 21.3 **Probationary Employees:** This Article does not apply to or impose additional conditions on the release of probationary employees, and nothing contained in Article 21 prohibits the District from releasing an employee during his/her probationary period.

- 21.4 **Grievability:** The language and/or wording of corrective/disciplinary documentation is not subject to the grievance process.

Article 22 Severability Clause

- 22.1 **Severability:** If any provision of this contract or any application of this contract to any member of the unit or group of members in the unit shall be found contrary to state or federal law, then this provision or application shall be deemed invalid, except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect. The provision found to be contrary to state or federal law shall be renegotiated by the parties.
- 22.2 **No Strike:** It is agreed and understood that there will be no strike, work stoppage, slow down, or refusal or failure to fully and faithfully perform job functions and responsibilities or other interference with the operations of the District by the Union or by its officers, agents or members during the term of this Agreement including any extensions of this Agreement, including compliance with the request of other labor organizations to engage in such activity.


Article 23 Complete Agreement

- A. Effect:** This agreement constitutes the full and complete agreement between the Board of Education and Local No. 284 representing such employees as listed in Appendix A. 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.
- B. Finality:** Any matters relating to the current contract term, whether or not referred to in this agreement shall not be open for negotiation during the term of this agreement except by mutual agreement.

Article 24 Duration of Agreement

This agreement shall be in force and effect for thirty-six months from July 1, 2020, and ending June 30, 2023, and shall continue in full force and effect thereafter, unless written notice of desire to change or modify the agreement is served by either party upon the other party sixty (60) days prior to the 30th day of June, 2023.

FOR THE DISTRICT:


 Kim Ellison (Aug 31, 2022 13:25 CDT)


Kim Ellison
 Chairperson, Board of Education


 Candra Bennett 8-31-2022
 Senior Human Resources Officer

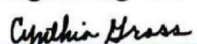
FOR THE UNION:


 Aaron Janson (Aug 17, 2022 15:36 CDT)

Aaron Janson
 Business Representative


 Tilly Gitchuway (Aug 19, 2022 11:44 CDT)

Tilly Gitchuway
 Bargaining Team Member


 Cynthia Gross (Aug 19, 2022 13:40 CDT)

Cynthia Gross
 Bargaining Team Member

APPROVED
May 10, 2022
Board of Education Meeting

Appendix A Position Descriptions

The parties have agreed that the information contained in this addendum is placed here for the convenience of the employees and their supervisors.

The Board of Education of Special School District No. 1 and the Service Employees International Union, Local 284, through their respective committees, have met and conferred on topics in addition to those topics contained in the collective bargaining Agreement between the parties.

Positions covered by this Agreement between the Board of Education and Local 284 are generally described as follows:

- ◆ **Catering/Retail Cook:** Under general supervision, prepares food for catering and retail food service for the Davis Center Café, Street Eats food truck and for catering events within and outside of the school district; ensures all food is prepared in compliance with health and safety regulations.
- ◆ **Coordinator, Catering & Retail Food Service:** Under general supervision, coordinates food service operations and staff related to retail and catering activities at the ESC; estimates the meals and supplies required and manages cash accounts.
- ◆ **CWS Inventory Specialist:** Under general supervision, manages inventory and control of food products in the Nutrition Center; participates in obtaining goods and services in a timely manner at the best possible price and quality; assists Culinary and Nutrition staff with purchasing issues.
- ◆ **CWS Production Assistant:** Under general supervision, prepares, dispenses, and packages ready to eat fresh food; washes and sanitizes equipment as well as work space areas.
- ◆ **CWS Production Coordinator:** Under general supervision, coordinates the day-to-day operations of food production for the vended meal program and alternative sites.
- ◆ **Distribution Coordinator:** Under general supervision, oversees the distribution and transportation of product from the Nutrition Center to MPS sites; ensures safe, accurate, timely, and efficient distribution and delivery.
- ◆ **Equipment Maintenance Technician:** Under general supervision, performs technical maintenance and repairs on food packaging and volumetric production equipment in Food Service Department (FSD) Nutrition Center.
- ◆ **Food Service Assistant:** Under general supervision, completes a variety of tasks in the Food Service Department (FSD) Nutrition Center or MPS school kitchen; prepares and serves food, cleans work areas and equipment, operates a cash register/service terminal, and prepares and transports bulk food and supplies.
- ◆ **Food Service Coordinator I:** Under general supervision, coordinates kitchen operations and staff; verifies that all the food service duties and tasks are completed in compliance with state and Federal regulations, Child Nutrition Program quality standards, and MPS policies; estimates the number of meals per day, and verifies that students are properly fed; oversees student financial accounts.

- ◆ **Food Service Coordinator II** Under general supervision, coordinates kitchen operations and staff; verifies that all the food service duties and tasks are completed in compliance with state and Federal regulations, Child Nutrition Program quality standards, and MPS policies; estimates the number of meals per day, and verifies that students are properly fed; orders and prepares produce for salad bar; oversees student financial accounts.
- ◆ **Food Service Coordinator, Senior:** Under general supervision, coordinates and leads kitchen operations and staff in sites with on-site preparation of multiple daily menu offerings (typically in a high school setting); verifies that all the food service duties and tasks are completed in compliance with state and Federal regulations, Child Nutrition Program quality standards, and MPS policies; estimates the number of meals per day, and verifies that students are properly fed; oversees student financial accounts.
- ◆ **Onsite Food Service Coordinator:** Under general supervision, coordinates and leads kitchen operations and staff in sites with on-site preparation of a single daily menu offering (typically in a K8 onsite menu); verifies that all the food service duties and tasks are completed in compliance with state and Federal regulations, Child Nutrition Program quality standards, and MPS policies; estimates the number of meals per day, and verifies that students are properly fed; oversees student financial accounts.
- ◆ **Production Cook:** Under general supervision, prepares large quantities of food in a central facility for shipment to sites/schools that meet mandated Federal Nutritional Requirements and are prepared in compliance with health and safety regulations.
- ◆ **Retail Food Service Assistant:** Under general supervision, greets, fulfills customer orders and rings-up sales at the Davis Center; provides excellent service to all customers by acting with a customer-comes-first attitude; educates customers about the products offered.
- ◆ **School Cook:** Under general supervision, prepares high volumes of food in a timely and quality manner. Prepares food on-site in batches for quantities that are sufficient for the needs of that site/school.
- ◆ **School Cook Lead:** Under general supervision, manages MPS kitchen operations, coordinates food production, and ensures safety, sanitation, and security; provides leadership and training to kitchen employees.
- ◆ **School Gardener:** Under general supervision, plans and maintains agricultural production at the CWS Educational Farm; provides hands on and experiential programming to youth.
- ◆ **Warehouse Specialist:** Under general supervision, oversees distribution, delivery and receipt of food, supplies and materials; maintains warehouse for the District, including food and supplies for the Child Nutrition Programs.
- ◆ **Warehouse Specialist, Distribution:** Under general supervision, oversees distribution, delivery and routing of food and supplies for the Child Nutrition Programs.
- ◆ **Warehouse Specialist, Receiving:** Under general supervision, oversees delivery and receipt of food, supplies and materials; inventories and maintains warehouse for the District, including food and supplies for the Child Nutrition Programs.

Appendix B Salary Schedules

FOOD SERVICE SALARY SCHEDULE July 1, 2020 – June 30, 2021								
GRADE	JOB TITLE	STEPS						
		1	2	3	4	5	6	7
F1	• CWS Production Assistant				16.00	16.35	16.81	17.28
F2	• Food Service Assistant • Retail Food Services Assistant	16.00	16.45	16.91	17.39	17.88	18.39	18.91
F3	• Catering and Retail Cook • School Cook • Warehouse Specialist, Distribution	17.13	17.61	18.11	18.60	19.14	19.68	20.24
F4	• Production Cook • Food Service Coordinator I	17.90	18.40	18.92	19.45	20.01	20.58	21.17
F5	• Food Service Coordinator II	18.32	18.84	19.36	19.91	20.47	21.05	21.64
F6	• Distribution Coordinator • Onsite Food Service Coordinator • Warehouse Specialist, Receiving • School Gardener	18.84	19.35	19.88	20.42	20.99	21.56	22.16
F7	• School Cook Lead • CWS Production Coordinator • Food Service Coordinator, Senior	20.51	21.10	21.71	22.33	22.97	23.62	24.31
F8	• Equipment Maintenance Technician	23.00	23.65	24.34	25.04	25.75	26.51	27.28
F9	• Catering & Retail Food Service Coordinator • CWS Inventory Specialist	23.65	24.34	25.04	25.75	26.51	27.28	29.59

FOOD SERVICE SALARY SCHEDULE July 1, 2021 – June 30, 2023								
GRADE	JOB TITLE	STEPS						
		1	2	3	4	5	6	7
F1	<ul style="list-style-type: none"> CWS Production Assistant 				16.75	17.10	17.56	18.03
F2	<ul style="list-style-type: none"> Food Service Assistant Retail Food Services Assistant 			17.66	18.14	18.63	19.14	19.66
F3	<ul style="list-style-type: none"> Catering and Retail Cook 							
	<ul style="list-style-type: none"> School Cook Warehouse Specialist, Distribution 			18.86	19.35	19.89	20.43	20.99
F4	<ul style="list-style-type: none"> Production Cook 							
	<ul style="list-style-type: none"> Food Service Coordinator I 			19.67	20.20	20.76	21.33	21.92
F5	<ul style="list-style-type: none"> Food Service Coordinator II 			20.11	20.66	21.22	21.80	22.39
F6	<ul style="list-style-type: none"> Distribution Coordinator 							
	<ul style="list-style-type: none"> Onsite Food Service Coordinator 			20.63	21.17	21.74	22.31	22.91
	<ul style="list-style-type: none"> Warehouse Specialist, Receiving 							
	<ul style="list-style-type: none"> School Gardener 							
F7	<ul style="list-style-type: none"> School Cook Lead 							
	<ul style="list-style-type: none"> CWS Production Coordinator Food Service Coordinator, Senior 			22.46	23.08	23.72	24.37	25.06
F8	<ul style="list-style-type: none"> Equipment Maintenance Technician 			25.09	25.79	26.50	27.26	28.03
F9	<ul style="list-style-type: none"> Catering & Retail Food Service Coordinator CWS Inventory Specialist 			25.79	26.50	27.26	28.03	30.34

Appendix C Active/Inactive Job Titles

Active Job Titles	Grade
Catering & Retail Cook	F3
Catering & Retail Food Service Coordinator	F9
CWS Inventory Specialist	F9
CWS Production Assistant	F1
CWS Production Coordinator	F7
Distribution Coordinator	F6
Equipment Maintenance Technician	F8
Food Service Assistant	F2
Food Service Coordinator I	F4
Food Service Coordinator II	F5
Food Service Coordinator, Senior	F7
Onsite Food Service Coordinator	F6
Production Cook	F4
School Cook	F3
School Cook Lead	F7
School Gardener	F6
Retail Food Services Assistant	F2
Warehouse Specialist, Distribution	F3
Warehouse Specialist, Receiving	F6

Inactive Job Titles	Grade
Dietetic Specialist	F8
Dietetic Technician	F7
Food Service Assistant, Senior	F3
Food Service Coordinator	F4
Food Service Manager, Elementary	F4

Appendix D Community Partnership Schools - MOA



**MEMORANDUM OF AGREEMENT
BETWEEN
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 284
AND
MINNEAPOLIS PUBLIC SCHOOLS, SPECIAL DISTRICT No. 1**



MPS / SEIU LOCAL 284 - COMMUNITY PARTNERSHIP SCHOOLS

WHEREAS, Minneapolis Public Schools (District) and the Service Employees International Union, Local 284 (Union) share the belief that every student and every school can succeed with the right conditions for learning; and

WHEREAS, the District and the Union recognize the need to operate in a collaborative relationship with families and school community to provide the best opportunities for Community Partnership Schools to succeed and deliver the vision that all students graduate from the District college or career ready; and

WHEREAS, the creation and development of Community Partnership Schools is a strategy to ensure student success, and create a foundation of teaching and learning that strengthens the entire MPS system;

WHEREAS, Community Partnership Schools were established to meet the following purposes:

- a. Helping schools create clear understanding of expected results to meet the unique needs of their students and families.
- b. Developing a site-based educational model that includes academics, the arts, physical and emotional health, engagement of youth, critical family resources and support, health and social services, community development and leadership.
- c. Collaboratively develop a shared vision of positive academic results for every student.
- d. Engaging instructional programs organized around a challenging curriculum with high standards and expectations for students.
- e. Motivational learning opportunities that take place in both school and community settings.
- f. Creating conditions where mutual respect is demonstrated by local decision making, effective collaboration, shared trust and meaningful relationships.
- g. Recognizing and nurturing the basic emotional, physical, mental and intellectual needs of all students.
- h. Creating a safe, respectful and supportive school environment that promotes interactive student, family and community engagement.

WHEREAS, both the District and the Union agree that flexibility and meeting unique site and program needs is a core component of Community Partnership Schools. The parties support Community Partnership Schools within MPS to provide innovative and site-focused educational opportunities that improve student achievement and enhance the educational experience for all students in the school.

NOW THEREFORE, BE IT RESOLVED that the District and the Union enter into this Memorandum of Agreement (MOA) to establish the conditions for creating Community Partnership Schools.

Autonomy and Flexibility

MPS Community Partnership Schools will have opportunities to take advantage of flexibilities from the District policies and procedures or specific items within the Service Employee International Union, Local 284's collective bargaining agreement to achieve results for students. Community Partnership Schools do not need to pursue all the flexibilities outlined below, but rather should be looking for the top areas needed to meet unique site needs. Any flexibility outlined below will not become operational until the school's plan is reviewed and vetted by the Community Partnership Schools Advisory Committee (CPS Advisory Committee), recommended by the Superintendent, and approved by the Board of Education.

- a. The current Community Partnership Schools (Bancroft, Folwell, Nellie Stone Johnson, Ramsey, Southwest, and FAIR) will be able to, with full flexibility, hire, recruit and retain staff using a year-round interview and select process and will have no forced placements unless by mutual agreement of the Service Employee International Union, Local 284 and the site. In the event employees are not retained at a site they will be given an explanation as to why.
- b. Flexibility Options on the part of the District and/or Union will include the following, within legal requirements and budget capacity:
 - (i) Design of school days, weeks and school years
 - (ii) Redesign of collaboration and preparation time.
 - (iii) Budget flexibility to meet the unique needs of the site as developed in their plan.

All Other Terms and Conditions: All other terms and conditions of employment, including but not limited to compensation relating to additional time or work days, will be governed by the collective bargaining agreement between the District and the Union, unless a Community Partnership Schools plan includes some alternate form of compensation related to any extra duties or time related to the plan. In such cases, the District and Union will negotiate such alternate compensation.

Duration: The MOA shall be in effect through June 30, 2017.

BE IT FURTHER RESOLVED, that to the extent this MOA is a deviation from the terms of the collective bargaining agreement between the District and the Union, it will not form the basis for any precedent for any grievance concerning any alleged violation of the contract.

FOR THE DISTRICT:

Maria Kasma

DATE: 10-18-2016

FOR THE UNION:

Shelly Johnson

DATE: 10/17/16

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