

January 15, 2024
2023-25 Food Service Negotiations

Key:

Additions: blue / bold / italics / underlined

Deletions: blue / strikethrough

District Response to Union Proposal of Jan 15 2024

1. PELRA Additions

The District is not inclined to add language to the master agreement that is already captured in state statute, including PELRA. However, we will review the Union's proposals to ensure that there is no current master agreement language that directly conflicts with state statute; if we identify any, we reserve the right to provide specific counter proposals at a later date.

2. Rates of Pay

Please see District proposal below.

3. Group Insurance

Please see District proposal below.

4. Leaves (Sick; Personal; Holiday)

The District would like to review these proposals in more depth and reserve the right to provide specific counter proposals at a later date.

5. E-Learning / Snow

Please see District proposal below.

6. Retiree Health Benefits

The District would like to review this proposal in more depth and reserve the right to provide specific counter proposals at a later date.

7. Appendix E

The District is willing to review a full Union proposal regarding Appendix E at our next meeting. The District reserves the right to move forward with Appendix E as is, as we agree with the Union that it was adopted as a four-year MoU during the 2021-23 round of negotiations.

District Proposal #1 (Jan 15 2024)

1.

Article VI: Rates of Pay

Section 1. Rates of Pay:

Subd. 1. The wages ~~and salaries~~ reflected in Appendix A, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2021 and continuing through June 30, 2022. The wages ~~and salaries~~ reflected in Appendix B, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2022 and continuing through June 30, 2023.

Subd. 2. The School Board reserves the right to withhold a ~~salary~~ ~~wage~~ increase in individual cases when it can be shown that a demonstrable deficiency in the performance of an individual employee necessitates such action.

Subd. 3. ~~Salary~~ ~~Wage~~ increases shall be effective on August 1st of each contract year.

Subd. 4. Employees hired prior to January 15 of the school year will advance to the next step on the ~~salary~~ ~~wage~~ schedule on August 1 of the following contract year. Employees hired on or after January 15 are eligible for a prorated pay increase on August 1 of the following contract year.

2.

Article VI: Rates of Pay

Section 3. Uniforms: The employer will provide designated school Food Service uniforms for each employee. New employees will receive their uniform upon completion of the probationary period.

Subd.2. The employer will provide uniforms for food service employees.

a. Food Service employees will receive three shirts, two pairs of pants, one skullcap and one apron ~~in the 2021-2022 school year or~~ in the first year of employment after the probationary period is completed.

b. Food Service employees will receive three shirts and three aprons in subsequent years of employment.

c. Food Service staff must wear a uniform shirt, black pants, apron, proper head gear and safety shoes.

3.

Article VI: Rates of Pay

Section 5. Food Service Training: The District will provide annual training as follows:

- a. At least 6 hours of training in August.
- ~~b. At least 4 hours of training on the annual staff Welcome Back event.~~
- ~~c. At least 4 hours of training on annual Wellness Day event.~~
- ~~d. At least 6 hours of training per year on a district sponsored training day.~~

4.

Article VII: Group Insurance

Section 1. Group Hospitalization & Health Savings:

Subd. 2a. Health and Hospitalization Contribution: The School District shall contribute a sum of ~~year and \$1,810~~ **\$1,903** per month for ~~2021-2022~~ **2023-24** school year and ~~\$1,903~~ **TBD (Tina will share estimated range)** per month for the ~~2022-2023~~ **2024-25** school year toward the premium for coverage for each full-time food service employee who qualifies for and is enrolled in the School District group health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. Full-time shall be listed as 30 hours per week.

Subd. 2b. Health Savings: The District contribution will be as follows:

- Single Policy
 - o District contribution of \$1,015 per year
- Family Policy
 - o District contribution of \$2,000 per year

Section 3. Dental Insurance:

Subd. 2. Dental Insurance: The School Board shall contribute a sum of up to \$90.00 per month for ~~the 2021-2022~~ **2023-24 and 2024-25** school years toward the premium of a dental insurance policy. This policy will be available for each full-time Food Service employee employed by the School District who qualifies for and is enrolled in the School District dental insurance plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. Full time shall be listed at thirty (30) hours per week.

5.

Article VIII: Leaves of Absence

Section 6. Jury Duty Leave: Employees will turn over to the School District jury duty pay during the work year and be given full compensation for the time served on jury duty.

6.

Article IX: Hours of Service

Section 1. Basic Work Week: A basic work week shall consist of up to forty (40) hours inclusive of lunch, for full-time and part-time employees, unless otherwise requested by the employee and concurred with by the immediate supervisor. Hours worked in addition to forty (40) hours per week shall be paid at the rate of one and one half (1½) times the individual's hourly rate of pay. Prior approval for working overtime shall be obtained from the ~~building Principal~~ **Food Service Director**.

7.

Article IX: Hours of Service

Section 4. Lunch Period: Food service employees **employed for a minimum of six (6) hours per day** shall be provided a thirty (30) minute paid lunch period during which time employees are available for emergency needs. **The lunch period shall not take place during or otherwise conflict with a student lunch period.**

8.

Article IX: Hours of Service

Section 5. School Closing: In the event that school is closed early for any emergency, the Food Service employees would receive that day's pay. Food Service employees may be permitted to go home before the end of the working day when school is closed for an emergency without reduction in their day's pay. Notification as to when the Food Service employees may leave will come from the Superintendent of Schools. ~~In the event schools are closed due to a snowstorm or other emergency, food service employees will suffer no loss of pay for the fourth occurrence of the school year.~~ **Food Service employees will be compensated for E-Learning Days if required by MN Statute.** For all other days, Food Service employees will have the option of using a personal day to receive their full pay for that day or the option of using two (2) sick leave days to receive their full pay for that day.

9.

Article IX: Hours of Service

Section 7. Job Posting: New positions or vacancies will be posted on the district's webpage in each building for a period of five (5) working days ~~on a bulletin board provided in an appropriate area in the kitchen. Notice of new positions or vacancies occurring during the months of June, July and August will be mailed to the Union steward.~~ Applications of the interested parties should be sent to Human Resources. The leading candidates whose background and abilities best meet the requirements of the posted position may be called in for an interview by the Superintendent, or their designee, ~~upon written request by either party.~~

The Superintendent, or the Superintendent's designee, utilizing the various data that has been made available, will recommend the senior leading candidate.

~~The selection of the candidate for the position will be made in not less than seven (7) working days after the completion of the posting of the position. A copy of the letter to the candidate(s) selected for the position shall be sent to the appropriate supervisor and the appropriate steward. Seniority shall prevail for all positions and it will be filled by the senior qualified employee who applies.~~

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

The Head Cook is required to be Serv Safe certified when hired as a Head Cook. Beginning in the 2022-2023 school year The Second Cook is required to be Serv Safe certified within six (6) months of hire.

~~A position that is increased by more than 2 hours per week shall be posted as a new position. Increases of two hours or less will not be posted. No position shall be increased that has already been increase to this limit within the school calendar year.~~

10.

Article IX: Hours of Service

~~Section 10. Calculation of a Work Year: For the purpose of calculating the daily rate of pay, the number of student days plus holidays will be used for the work year. Those Food Service employees hired after the start of the contract year will have their days prorated.~~

11.

Article XII: Probation, Dismissal and Layoffs

Section 1. Probation Period: All new employees shall be on probation for a period of one hundred twenty (120) school days. All new workers must have completed or be enrolled in (with a reported start date) in the eight (8) hour basic sanitation/food safety course (currently Serve Safe) by their 60th day of employment. Prior to being assigned to duties all new employees shall participate in a sanitation basic training for a minimum of thirty minutes by the Food Service Director or designee. Probationary employees will receive Serve Safe training or any other nationally recognized food safety test within the first sixty (60) days of their probationary period. Probationary employees shall also receive a performance evaluation on, or about, the 30th, 60th and 90th school day of their employment. Continued employment during this period shall be vested solely in the School Board. Subsequent to that period the employee shall attain permanent status subject to the following:

Employees on permanent status may be dismissed only for cause. ~~Suspension and dismissal shall be by Board action.~~

12.

Article XV: Severance

Severance: At the time of retirement, up to thirty (30) days of accrued sick leave and one (1) day for each year of service to the School District may be used for early retirement for each full-time food service employee hired prior to July 1, 2006 who has completed at least ten (10) years of continuous employment and is at least 55 years of age. This payment will be distributed into the retiree's 403(b) account. In the event the employee dies and the above requirements were met, the benefit will be paid to the employee's estate or named beneficiary.

13.

Article XVI: Duration

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, ~~2024~~ 2023 through June 30, ~~2023~~ 2025 and thereafter until modifications are made pursuant to the P.E.L.R.A. of 1971.

If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than ninety (90) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this agreement.

In the event negotiations are not completed by July 1, ~~2023~~ 2025 terms of this contract will remain in full force and effect.

14.

Appendix A & B

~~SALARY~~ WAGE SCHEDULE

See rate sheet

15.

Appendix B

E. In the event that a regular full-time cook has to substitute in a head cook's position for five (5) consecutive working days, the substitute will be moved to the cook's lane of the salary wage schedule, but will stay on their current step. When the head cook returns, the substitute head cook will be placed back at their original lane on the salary wage schedule. The same applies for a cook's helper substituting for a second cook.

16.

Appendix C

See rate sheet

Other Agreements:

~~Food Service Employees shall have the option of being paid over twelve (12) months. This agreement is replaced by Appendix D: MOU Transition to Pay for Hours Worked.~~

17.

~~Appendix D~~ (expired)

ISD 882 MONTICELLO
 FOOD SERVICE
 RATES

District #1
 Date 1/15/2024

6.00%

2.00%

WAGES 2022-23

WAGES 23-24

WAGES 2024-25

Cook's Helper	Hr Rate
1	\$15.05
P	\$16.05
2	\$16.94
3	\$18.85
4	\$20.84

Cook's Helper	Hr Rate	\$ Change	% Change
1	\$15.95	\$0.90	6.00%
P	\$17.01	\$0.96	6.00%
2	\$17.96	\$1.02	6.00%
3	\$19.98	\$1.13	6.00%
4	\$22.09	\$1.25	6.00%

Cook's Helper	Hr Rate	\$ Change	% Change
1	\$16.27	\$0.32	2.00%
P	\$17.35	\$0.34	2.00%
2	\$18.32	\$0.36	2.00%
3	\$20.38	\$0.40	2.00%
4	\$22.53	\$0.44	2.00%

2nd Cook	Hr Rate
1	\$17.01
2	\$18.48
3	\$20.09
4	\$22.11

2nd Cook	Hr Rate	\$ Change	% Change
1	\$18.03	\$1.02	6.00%
2	\$19.59	\$1.11	6.00%
3	\$21.30	\$1.21	6.00%
4	\$23.44	\$1.33	6.00%

2nd Cook	Hr Rate	\$ Change	% Change
1	\$18.39	\$0.36	2.00%
2	\$19.98	\$0.39	2.00%
3	\$21.73	\$0.43	2.00%
4	\$23.91	\$0.47	2.00%

Head Cook	Hr Rate
1	\$17.69
2	\$19.56
3	\$21.68
4	\$23.86

Head Cook	Hr Rate	\$ Change	% Change
1	\$18.75	\$1.06	6.00%
2	\$20.73	\$1.17	6.00%
3	\$22.98	\$1.30	6.00%
4	\$25.29	\$1.43	6.00%

Head Cook	Hr Rate	\$ Change	% Change
1	\$19.13	\$0.38	2.00%
2	\$21.14	\$0.41	2.00%
3	\$23.44	\$0.46	2.00%
4	\$25.80	\$0.51	2.00%

Longevity Pay	Hr Rate
At 10 yrs	\$0.45
At 15 yrs	\$0.55
At 20 yrs	\$0.65
None	\$0.00

Longevity Pay	\$ Change	% Change
At 10 yrs	\$0.50	\$0.05 11.11%
At 15 yrs	\$0.60	\$0.05 9.09%
At 20 yrs	\$0.70	\$0.05 7.69%
None	\$0.00	

Longevity Pay	\$ Change	% Change
At 10 yrs	\$0.55	\$0.05 10.00%
At 15 yrs	\$0.65	\$0.05 8.33%
At 20 yrs	\$0.75	\$0.05 7.14%
None	\$0.00	