

SEIU Local 284
Monticello Food Service Employees
Opening Contract Proposal
January 15, 2024

Union Bargaining Team: JoAnn Swensen, Susan Tracey, Lori Kothenbeutel, Nancy Roden, and Lesia Gerzema, Pam Paul, Lynette Sullivan, and Doris Abbott

Contract Organizer SEIU 284: Sara Nyhus

The following are the Union's initial proposals to the School District in negotiations for a successor collective bargaining agreement.

In the following proposals, (1) language that is **underlined and bold** is new language that is being proposed to be added to the agreement; (2) language with a ~~strikethrough~~ is current contract language that would be removed from the agreement; and (3) all other language is current contract language that would continue into the next contract.

The Union reserves the right to add to, subtract from, delete, amend or otherwise modify its bargaining proposals as the union deems fit and necessary during the course of these negotiations. All financial proposals are retroactive to July 1, 2023.

1. All dates changed to reflect a new two-year contract.

2. ARTICLE III DEFINITIONS

Section 2. Description of Appropriate Unit: For purposes of the Agreement, the terms Monticello Public Schools' Food Service employees shall mean all persons in the appropriate unit employed by the School Board excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not/ exceed the lesser of ten (10) hours per week or 35% of the work week, ~~employees who hold positions of a temporary or seasonal character for a period not in excess of sixty-seven (67) full, working days in any calendar year and emergency employees.~~

3. ARTICLE V EMPLOYEE RIGHTS

Section 3. Dues Check-Off: ~~With the authorization of the employee, each employee shall have the right to request and be allowed dues check off for the Union. The employee request shall be in the form of a written authorization, online sign-up or audio-recorded phone authorization submitted to the Union. The Union shall provide the District with the appropriate form of authorization (examples of appropriate form are: paper, electronic file, audio file) for dues/premier member dues deduction.~~

~~The School District agrees to honor and implement all terms of dues checkoff authorizations submitted by the Union and agreed to by the employee. The School District shall adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, procedure for revocation, amount of dues deducted (including premier member), and all other provisions agreed to~~

~~by the employee as stated in the authorization, irrespective of the employee's membership in the Union. Such dues shall be remitted to the Union monthly.~~

Section 3. Request for Payroll Deduction, Authorization and Remittance.

Employees have the right to request and be allowed payroll deduction for the Union and for the Union's political action committee. The District will commence deductions within thirty days of receiving notice from the Union of the authorized deduction(s). The District will remit deductions to the Union within thirty days of the deduction.

The notice will include certification from the Union that the Union has and will maintain a signed authorization from the employee for whom deductions will be made. A valid signed authorization includes, but is not limited to, an electronically signed authorization. The District may require a copy of the signed authorization form only if a dispute arises about the existence or terms of the authorization. The dues deduction authorization remains in effect until the District receives notice from the Union that an employee has changed or cancelled their authorization in writing in accordance with the terms of the original authorizing document.

The Union will indemnify the District for any successful claims made by an employee for unauthorized deductions made in reliance upon certification or information received from the Union.

Section 4. Union Access to Information: It is in the interest of the employer and the Union that all newly hired employees are informed of their rights, obligations and benefits of their employment with the District. Accordingly the District shall inform the Union representative and steward(s) of all new hires within ten working days of hire.

Section 5. New Employee Information.

Within twenty calendar days from the date of hire of an employee, the District will provide the following contact information to the Union: name, job title, worksite location (including location within a facility when appropriate), home address, work telephone number, home and personal cell phone numbers on file with the District, date of hire, work email address, personal email address on file with the District, wage, number of hours normally scheduled in a day, number of duty days contracted for, and whether the position is a nine (9) month or twelve (12) month assignment. The District will provide this information to the Union in a format acceptable to the Union.

Every 120 calendar days the District shall provide to the Union in an Excel file or similar format agreed to by the Union the following information for all bargaining unit employees: name; job title; worksite location, including location within a facility when appropriate; home address; work telephone number; home and personal cell phone numbers on file with

the District; date of hire; and work email address and personal email address on file with the District.

The District must notify an exclusive representative within 20 calendar days of the separation of employment or transfer out of the bargaining unit of a bargaining unit employee.

Section 6. Union Orientation.

The School District will provide the Union steward with the name and work location of each new employee when that employee begins work with the school district. The School District will also provide the union steward's name and work location to each new employee.

The District will allow a Union designated representative to meet in person with newly hired employees for thirty minutes within thirty calendar days from the date of hire, during new employee orientations or (if the District does not conduct new employee orientations) at individual or group meetings. All employees participating in these meetings will be in pay status. The District will provide at least ten days notice in advance of an orientation. Meetings may be held virtually or for longer than 30 minutes only by mutual agreement of the District and the Union.

Section 7. Union Access.

The District will allow the Union to communicate with bargaining unit members using their employer-issued email addresses regarding collective bargaining, the administration of the collective bargaining agreement, the investigation of grievances, other workplace-related complaints and issues, and internal matters involving the governance or business of the Union, consistent with the District's generally applicable technology use policies.

The District will allow the Union to meet with bargaining unit members in District facilities regarding collective bargaining, the administration of the collective bargaining agreement, grievances and other workplace-related complaints and issues, and internal matters involving the governance or business of the Union, provided such use does not interfere with the District's business operations.

4. 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-~~2023~~ and continuing through June 30, 2022-~~2024~~. The wages and salaries reflected in Appendix B, attached: hereto, shall be a part of the Agreement for the period commencing July 1, 2022-~~2024~~ and: continuing through June 30, 2023-~~2025~~

5. ARTICLE VII GROUP INSURANCE

*SAME AS CERTIFIED STAFF *

6. ARTICLE VIII LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. All Food Service employees shall earn sick leave at the rate of ~~nine (9)~~ **twelve (12)** days annually at the start of each school year, but only a maximum of ~~ninety (90)~~ **one hundred twenty (120)** sick leave days will carryover as of June 30th of each year.

Subd. 2. Unused sick leave days may accumulate to a maximum credit of ~~ninety (90)~~ **one hundred twenty (120)** days of sick leave per employee.

Section 2. Personal Leave:

Subd. 1. An employee may be granted up to ~~two (2)~~ **three (3)** days of leave for personal business of ~~an urgent nature~~, at the discretion of their supervisor. An additional personal day shall be granted to all employees, at the beginning of the school year of their 20th years of service to the School District. An employee may roll over two (2) days per year for a maximum of four: (4) stored days. At twenty (20) years, an employee may have a maximum of five (5) days

7. ARTICLE IX HOURS OF SERVICE

PAID E -Learning Language Discussion – MN STATUTE 120A.414, subd.6

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. 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.

Section 6. Holidays: There shall be ~~eight (8)~~ **nine (9)** paid holidays for all employees covered under this agreement.

Subd. 1. The following days will be observed as holidays:
Thanksgiving Day, Friday after Thanksgiving, Christmas Day,
New Year's Day, President's Day, Good Friday, Memorial Day,
Labor Day **and Christmas Eve**

Juneteenth and July 4th will be added for any employee working a summer food program.

8. ARTICLE XIII RETIREMENT AND RESIGNATION

~~Section 2. Retirement:~~ Retiring employees may continue in the School District's group health insurance plan as provided by applicable law. Retiring employees who are enrolled in the School District group insurance plan at the time of retirement and who have at least ten (10) years of service in the School District and who are at least age sixty (60) will be eligible to remain in the School District group insurance plan by purchasing either a single or family policy. Participating employees will receive a District contribution towards the premium equal to 75% of the contribution granted to active employees taking single insurance coverage until the employee reaches Medicare eligibility.

Section 2. *Retiree Insurance Benefits:* Retiring employees may continue in the School District's group health insurance plan as provided by applicable law. Retiring employees who have at least ten (10) years of service in the School District and who are at least age sixty (60) will be eligible to remain in the School District group insurance plans by purchasing either single or family policies. Participating employees will receive a District contribution toward the premium equal to the contribution granted to active employees taking single insurance coverage until the employee reaches Medicare eligibility.

9. APPENDIX E Discussion: School Nutrition Association (SNA) certification MOU

Wage APPENDIX A 2021-2022 2023-2024

STEP	COOK'S HELPER	2 ND COOK	HEAD COOK	SUPERVISOR
1	14.75 <u>17.00</u>	16.68 <u>19.00</u>	17.34 <u>20.00</u>	
2	16.61 <u>19.00</u>	18.12 <u>21.00</u>	19.18 <u>22.00</u>	
3	18.48 <u>21.00</u>	19.70 <u>23.00</u>	21.25 <u>24.00</u>	
4	20.43 <u>23.00</u>	21.68 <u>25.00</u>	23.39 <u>26.00</u>	1.81

Wage APPENDIX B 2022-2023-2024-2025

STEP	COOK'S HELPER	2 ND COOK	HEAD COOK	SUPERVISOR
1	15.05 <u>17.85</u>	17.01 <u>19.95</u>	17.69 <u>21.00</u>	
2	16.94 <u>19.95</u>	18.48 <u>22.05</u>	19.56 <u>23.10</u>	
3	18.85 <u>22.05</u>	20.09 <u>24.15</u>	21.68 <u>25.20</u>	
4	20.84 <u>24.15</u>	22.11 <u>26.25</u>	23.86 <u>27.30</u>	1.81

APPENDIX C LONGEVITY PAY

2021-2022	2022-2023
AT 10 YEARS: 0.40 per hour	0.45 per hour
AT 15 YEARS: 0.50 per hour	0.55 per hour
AT 20 YEARS: 0.60 per hour	0.65 per hour

NEW SCALE 2023-2025	
5 YEARS: 0.60 per hour	
10	: 1.00
15	: 1.45
20	: 1.50