

February 7, 2024

2023 -25 Food Service Negotiation

Union Response to District Proposal of Jan 15, 2024

1. Article VI: Rates of Pay – Section 1

Union Response 2/7/24: Agrees to strike the word ~~salary~~ and replace with wage.

2. Article VI Rates of Pay Section 3. Subd 2. a

Union Response 2/7/24: Agrees to strike the words (~~in the 2021-2022 school year or~~) from the language.

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.~~

District would like to strike the above sentences.

Union response 2/7/24: Discussion over the lost hours (14)

4. Article VII: Group Insurance:
Please see Union response below.
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.

Union Response 2/7/24: Agree with added language for 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.**

Union response 2/7/24: Agree with language change.

7. Article IX Hours of Service

Section 4. Lunch Period: Food service employees shall be provided a thirty (30) minute paid lunch period during which time employees are available for emergency needs.

District Proposed 1/15/24:

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.**

Union response 2/7/24: Does not agree to language change.

8. Article IX: Hours of Service (E-Learning and Snow)

Union response 2/7/24: Please see language below.

9. Article IX: Hours of Service

Section 7. Job Posting:

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.

Union Response 2/7/24: Union would only agree to the above language changes.

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

Union Response 2/7/24: Union Does agree to striking the word – senior

~~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 candidates 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.~~

Union response 2/7/24: Union Does Not Agree to striking the above language.

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.

Union Response 2/7/24: Agrees to strike the words - Beginning in the 2022-2023 school year

~~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.~~

Union Response 2/7/24: Does Not Agree to strike the above language.

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.~~

Union Response 2/7/24: Union needs clarification.

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.~~

Union Response 2/7/24: Agrees with language strikethrough.

12. Article XV: Severance

Union Response 2/7/24: Clarification needed.