

February 7, 2024
2023-25 Food Service Negotiations

Key:

Additions: blue / bold / italics / underlined

~~Deletions~~: blue / strikethrough

Tentative Agreements (as of Feb 7 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.

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.**

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.

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.~~

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.

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.

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.~~

District Response to Union Proposal of Feb 7 2024

1. Tentative Agreement (Replaces Article V Section 3, "Dues Check-Off")

Article V: Employee Rights

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 canceled 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.

2. Counter-Proposal

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 hired prior to July 1, 2024 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%~~ 100% of the contribution granted to active employees taking single insurance coverage until the employee reaches Medicare eligibility.

3. Leaves (Sick; Personal)

Counter-proposal: Move to 12 days of PTO (from current 9 sick and 2 personal)

Formal language to be crafted; impacts to Severance and other applicable areas to be clarified

4. Rates of Pay

Please see District financial proposal.

5. Group Insurance

Please see District proposal below.

6. Leaves (Holiday)

The District does not agree to this proposal.

7. E-Learning / Snow

Please see District proposal below.

8. Appendix E

The District is willing to continue to review a full Union proposal regarding Appendix E. 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 #2 (Feb 7 2024)

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.

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.

14.

Appendix A & B

~~SALARY~~ **WAGE** SCHEDULE

See District financial proposal

16.
Appendix C
See District financial proposal

17.
~~Appendix D~~ (expired)

The District Intends to Drop the Following Proposals (Feb 7 2023)

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.~~

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:

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.~~

**ISD 882 MONTICELLO
FOOD SERVICE
RATES**

District #2
Date 2/7/2024

MSBA *Doesn't include SNA training changes or 14.33% retiree health increases.

8.00%

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	\$16.25	\$1.20	8.00%
P	\$17.33	\$1.28	8.00%
2	\$18.30	\$1.36	8.00%
3	\$20.36	\$1.51	8.00%
4	\$22.51	\$1.67	8.00%

Cook's Helper	Hr Rate	\$ Change	% Change
1	\$16.58	\$0.33	2.00%
P	\$17.68	\$0.35	2.00%
2	\$18.67	\$0.37	2.00%
3	\$20.77	\$0.41	2.00%
4	\$22.96	\$0.45	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	\$18.37	\$1.36	8.00%
2	\$19.96	\$1.48	8.00%
3	\$21.70	\$1.61	8.00%
4	\$23.88	\$1.77	8.00%

2nd Cook	Hr Rate	\$ Change	% Change
1	\$18.74	\$0.37	2.00%
2	\$20.36	\$0.40	2.00%
3	\$22.13	\$0.43	2.00%
4	\$24.36	\$0.48	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	\$19.11	\$1.42	8.00%
2	\$21.12	\$1.56	8.00%
3	\$23.41	\$1.73	8.00%
4	\$25.77	\$1.91	8.00%

Head Cook	Hr Rate	\$ Change	% Change
1	\$19.49	\$0.38	2.00%
2	\$21.54	\$0.42	2.00%
3	\$23.88	\$0.47	2.00%
4	\$26.29	\$0.52	2.00%

Longevity Pay	
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		

**ISD 882 MONTICELLO
FOOD SERVICE
RATES**

District #2
Date 2/7/2024

MSBA *Doesn't include SNA training changes or 14.33% retiree health increases.

BENEFITS 2022-23				BENEFITS 2023-24				BENEFITS 2024-25							
				8.00%				2.00%							
Health Ins - per yr				Health Ins - per yr				Health Ins - per yr							
Indv	\$11,421.36			Indv	\$11,421.36	\$ Change	\$0.00	% Change	0.00%	Indv	\$10,915.00	\$ Change		% Change	-4.43%
Dep	\$22,836.00			Dep	\$22,836.00	\$ Change	\$0.00	% Change	0.00%	Dep	\$27,224.00	\$ Change		% Change	19.22%
None	\$0.00			None	\$0.00	\$ Change		% Change	\$1,903/mo	None	\$0.00	\$ Change	H.S.A	% Change	\$2,102/mo
													H.S.A	% Change	\$825/mo
Indv Cost				Indv Cost						Indv Cost	\$13,248.78	82.38%		16%	
Dep Cost	\$28,428.12	80.33%		Dep Cost	\$28,428.12	80.33%				Dep Cost	\$32,976.62	82.56%		16%	
Dental Ins - per yr				Dental Ins - per yr				Dental Ins - per yr							
Indv	\$510.00			Indv	\$528.00	\$ Change	\$18.00	% Change	3.53%	Indv	\$543.84	\$ Change	\$15.84	% Change	3.00%
Dep	\$1,080.00			Dep	\$1,080.00	\$ Change	\$0.00	% Change	0.00%	Dep	\$1,080.00	\$ Change	\$0.00	% Change	0.00%
None	\$0.00			None	\$0.00	\$ Change		% Change		None	\$0.00	\$ Change		% Change	
Indv Cost	\$510.00	100.00%		Indv Cost	\$528.00	% Inc	3.53%	% Cover	100.00%	Indv Cost	\$543.84	% Inc	3.00%	% Cover	100.00%
Dep Cost	\$1,386.00	77.92%		Dep Cost	\$1,427.58	% Inc	3.00%	% Cover	75.65%	Dep Cost	\$1,470.41	% Inc	3.00%	% Cover	73.45%
Life - per yr \$50,000				Life - per yr \$50,000				Life - per yr \$50,000							
30 hrs	\$54.00			30 hrs	\$54.00	\$ Change	\$0.00	% Change	0.00%	30 hrs	\$54.00	\$ Change	\$0.00	% Change	0.00%
None	\$0.00			None	\$0.00	\$ Change		% Change		None	\$0.00	\$ Change		% Change	
LTD - per yr				LTD - per yr				LTD - per yr							
30 hrs	\$140.00			30 hrs	\$140.00	\$ Change	\$0.00	% Change	0.00%	30 hrs	\$140.00	\$ Change	\$0.00	% Change	0.00%
None	\$0.00			None	\$0.00	\$ Change		% Change		None	\$0.00	\$ Change		% Change	
PERA				PERA				PERA							
1/1/2015	7.50%			1/1/2015	7.50%					1/1/2015	7.50%				