

April 17, 2024
2023-25 Food Service Negotiations

Key:

Additions: blue / bold / italics / underlined

~~Deletions~~: blue / strikethrough

Tentative Agreement

18. 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.

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.

20.

Article VI: Rates of Pay

Subd. 8. Retroactive Pay: Any changes to rates of pay or benefits shall be retroactive as negotiated in the new agreement for all active employees and employees who retired in good standing who completed work during the contract period.

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~~ **\$2,138** per month for ~~2021-2022~~ **2023-24** school year and ~~\$1,903~~ **\$975** 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.

19.

Article VIII: Leaves of Absence

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.

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:

The District agrees to retain the current language

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.~~

21.

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.

Employees hired on/after July 1, 2024 shall be eligible for an HRA beginning in year eleven (11) of service. For full-time employees in years eleven (11) to twenty (20), \$2,500 will be deposited annually (July 15 of the following year) into an HRA account.

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, 2021 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 District financial proposal

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.~~

16.

Appendix C

See District financial proposal

17.

~~Appendix D~~ (expired)

**ISD 882 MONTICELLO
FOOD SERVICE
RATES**

District #3
Date 4/9/2024

MSBA *Keep same SNA training & no changes to
14.82% retiree health.

8.00%

3.00%

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	\$16.74	\$0.49	3.00%
P	\$17.85	\$0.52	3.00%
2	\$18.85	\$0.55	3.00%
3	\$20.97	\$0.61	3.00%
4	\$23.19	\$0.68	3.00%

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	\$18.92	\$0.55	3.00%
2	\$20.56	\$0.60	3.00%
3	\$22.35	\$0.65	3.00%
4	\$24.60	\$0.72	3.00%

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	\$19.68	\$0.57	3.00%
2	\$21.75	\$0.63	3.00%
3	\$24.11	\$0.70	3.00%
4	\$26.54	\$0.77	3.00%

Longevity Pay	
At 5 yrs	\$0.00
At 10 yrs	\$0.45
At 15 yrs	\$0.55
At 20 yrs	\$0.65
None	\$0.00

Longevity Pay	\$ Change	% Change
At 5 yrs	\$0.40	#DIV/0!
At 10 yrs	\$0.50	11.11%
At 15 yrs	\$0.60	9.09%
At 20 yrs	\$0.70	7.69%
None	\$0.00	

Longevity Pay	\$ Change	% Change
At 5 yrs	\$0.45	12.50%
At 10 yrs	\$0.55	10.00%
At 15 yrs	\$0.65	8.33%
At 20 yrs	\$0.75	7.14%
None	\$0.00	

**ISD 882 MONTICELLO
FOOD SERVICE
RATES**

District #3
Date 4/9/2024

MSBA *Keep same SNA training & no changes to 14.82% retiree health.

BENEFITS 2022-23			BENEFITS 2023-24			BENEFITS 2024-25				
			8.00%			3.00%				
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	\$11,700.00	\$ Change	% Change 2.44%
Dep	\$22,836.00		Dep	\$22,836.00	\$ Change \$0.00	% Change 0.00%	Dep	\$25,656.00	\$ Change	% Change 12.35%
None	\$0.00		None	\$0.00	\$ Change	% Change \$1,903/mo	None	\$0.00	H.S.A	\$2,138/mo
									H.S.A	\$975/mo
Indv Cost			Indv Cost				Indv Cost	\$13,248.78	88.31%	16%
Dep Cost	\$28,428.12	80.33%	Dep Cost	\$28,428.12	80.33%		Dep Cost	\$32,976.62	77.80%	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			None	\$0.00		
					% Inc	% Cover			% Inc	% Cover
Indv Cost	\$510.00	100.00%	Indv Cost	\$528.00	3.53%	100.00%	Indv Cost	\$543.84	3.00%	100.00%
Dep Cost	\$1,386.00	77.92%	Dep Cost	\$1,427.58	3.00%	75.65%	Dep Cost	\$1,470.41	3.00%	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			None	\$0.00		
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			None	\$0.00		
PERA			PERA			PERA				
1/1/2015	7.50%		1/1/2015	7.50%			1/1/2015	7.50%		

April 17, 2024
2023-25 Food Service Negotiations

Key:

Additions: blue / bold / italics / underlined

~~Deletions~~: blue / strikethrough

Addendum to Tentative Agreement

21. *(Replaces #21 in the Tentative Agreement)*

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.

Employees hired on/after July 1, 2024 shall be eligible for an HRA beginning in year eleven (11) of service and shall thereafter be deemed to be vested. For vested employees, \$2,500 will be deposited annually (July 15 of the following year) into an HRA account after each of the next ten (10) years of full-time service.