

FOOD SERVICE EMPLOYEES MASTER AGREEMENT

INDEPENDENT SCHOOL DISTRICT #882
AND SCHOOL SERVICE EMPLOYEES SEIU LOCAL 284

Effective Dates: July 1, 2023 through June 30, 2025

MONTICELLO PUBLIC SCHOOLS FOOD SERVICE EMPLOYEES MASTER CONTRACT

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FOOD SERVICE MASTER CONTRACT**

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ARTICLE I PURPOSE

This Agreement, entered into between the School Board of Independent School District No. 882, Monticello, Minnesota, (hereinafter referred to as the "School Board") and the School Service Employees Local 284, (hereinafter referred to as "exclusive representative") pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 and amended in 1973, (hereinafter referred to as "the P.E.L.R.A. of 1971"), to provide the terms and conditions of employment for Food Service staff members during the duration of the agreement.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition:

In accordance with the P.E.L.R.A. of 1971, the School Board recognizes School Service Employees Local 284 as the exclusive representative for Food Service staff members employed by the School Board of Independent School District No. 882, which exclusive representative, shall have those rights and duties as prescribed by the P.E.L.R.A. of 1971 and as described in the provisions of this Agreement.

Section 2. Representative:

Recognizing that the Union is required by the provisions of the State of Minnesota Labor Relations Act to be the sole bargaining representative of all employees within the coverage of this Agreement, without regard to membership in the Union, the School Board hereby agrees that it will not recognize or negotiate with any other person, association, group, committee or entity other than the Union with respect to such matters and will deal solely through the agency of and with the Union.

ARTICLE III DEFINITIONS

Section 1. Terms and Conditions of Employment:

Shall mean the hours of employment, the compensation therefore including fringe benefits, and the employer's personnel policies affecting the working conditions of the employees.

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.

Section 3. Other Terms:

Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A. of 1971.

ARTICLE IV SCHOOL BOARD RIGHTS

Section 1. *Inherent Managerial Rights:*

The exclusive representative recognizes that the School Board is not required to meet and negotiate on matters of inherent managerial policy.

Section 2. *Management Responsibility:*

The exclusive representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the school District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the school District.

Section 3. *Effect of Laws, Rules and Regulations:*

The exclusive representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by the School Board rules, regulations, directives and orders, issued by properly designated officials of the School Board. The exclusive representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the School Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 4. *Reservation of Managerial Rights:*

The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the school District.

ARTICLE V EMPLOYEE RIGHTS

Section 1. *Right to Views:*

Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designated to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

Section 2. Right to Join:

Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the School Board.

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.

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. Union Business:

The School District shall not deduct the pay of elected officers or appointed representatives involved in/or conducting Union business. The School District shall afford reasonable time off to elected officers or appointed representatives of the exclusive representative and shall, upon request, provide for leaves of absence to elected or appointed officials of the exclusive representative.

The School District shall grant with pay ten (10) days, of which four (4) of these days may only be used for negotiations or issues related to the contract, to be used during the 2023-25 contract for business covered under this provision.

ARTICLE VI RATES OF PAY

Section 1. Rates of Pay:

Subd. 1. The wages reflected in Appendix A, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2023 and continuing through June 30, 2024. The wages reflected in Appendix B, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2024 and continuing through June 30, 2025.

Subd. 2. The School Board reserves the right to withhold a 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. 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 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.

Subd. 5. Seniority Rights: The Board recognizes that the purpose of seniority is to provide a declared policy as to the order of lay-off and recall of employees, and advancement or promotion. Employees with the least continuous service shall be laid off first. If any opening subsequently occurs, the laid off employee with the most continuous service shall be the first recalled. If a former employee elects not to return to work when recalled, the employee shall lose seniority rights. An employee who is properly discharged or resigns shall forfeit seniority and, in the event of re-employment, seniority rights shall begin as of the date of re-employment. Promotion will be based on seniority and the applicant's qualifications to fit the job description. If a tie breaker is necessary, the tie will be broken by the Union and the District will be notified of the ranking.

Subd. 6. Layoff: In the event of layoffs or reduction in hours, the District and the Union agree to meet and confer.

Subd. 7. Longevity pay: See Appendix C

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.

Section 2. Mileage Reimbursement:

Employees shall be paid for use of personal cars for field trips or other business of the District pursuant to the approved rate established by School Board policy.

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.1. The employer will reimburse food service employees up to \$75.00 per year for non-skid safety shoes.

- a. The total annual reimbursement to each employee for shoes will not exceed \$75.00.
- b. Receipts must be submitted to request reimbursement for shoes.
- c. If the employee leaves the district prior to the end of the year, the full amount reimbursed to the employee for non-skid safety shoes will be deducted from the final paycheck.

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 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.

Section 4. Catering Work:

Any time a kitchen is in use, a minimum of one (1) food service worker will be on duty, and paid their regular hourly wages, unless overtime applies, in which case the correct overtime rate will be applied.

Subd.1. Catering work shall be awarded according to seniority at the school site where the catering is to take place during both the summer and regular school year. In the event no employee at a school site wishes to work, then catering work will be awarded based on bargaining unit seniority.

Subd.2. Catering work will be paid at a minimum rate of two hours (or actual hours worked, whichever is greater) for call in work on a non-regular work day.

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.

ARTICLE VII GROUP INSURANCE

Section 1. Group Hospitalization & Health Savings:

Subd. 1. Selection: The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Subd. 2a. Health and Hospitalization Contribution: The School District shall contribute a sum of \$1,903 per month for the 2023-24 school year and \$2,138 per month (family coverage) or \$975 per month (single coverage) for the 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
 - District contribution of \$1,015 per year
- Family Policy
 - District contribution of \$2,000 per year

Subd. 3. Claims Against the School District: It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Subd. 4. Duration of Insurance Contribution: A Food Service employee is eligible for School Board contribution as provided in this Article as long as the Food Service employee is employed by the School District. Upon termination of employment, all District contributions shall cease.

Subd. 5. In the event that the District contribution for family and/or single hospitalization coverage for certified personnel of District #882 is increased, such increase will also be granted to personnel covered under this Agreement.

Section 2. Long Term Disability Insurance:

Subd. 1. Selection: The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Subd. 2. The School Board shall contribute a sum of up to \$140.00 for the 2023-25 school years toward the premium for coverage for each full time Food Service employee employed by the School District who qualifies for and is enrolled in the School District group long term disability 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.

Subd. 3. Claims Against the School District: It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Subd. 4. Duration of Insurance Contribution: An employee is eligible for School District contribution as provided in this Article as long as the employee is employed by the School Board. Upon termination of employment, all District contributions shall cease.

Section 3. *Dental Insurance:*

Subd. 1. Selection: The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Subd. 2. Dental Insurance: The School Board shall contribute a sum of up to \$90.00 per month for the 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.

Subd. 3. Claims Against the School District: It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Subd. 4. Duration of Insurance Contribution: A Food Service employee is eligible for School District contribution as provided in this Article as long as the employee is employed by the School District. Upon termination of employment, all District contributions shall cease.

Section 4. *Life Insurance:*

Subd. 1. Selection: The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Subd. 2. Life Insurance: The School Board shall provide a \$50,000 term life insurance policy. This policy will be available for each full-time Food Service employee of the School District who qualifies for and is enrolled in the School Board's District's insurance plan. Full-time shall be listed at 30 hours per week.

Subd. 3. Claims Against the School District: It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Subd. 4. Duration of Insurance Contribution: A Food Service employee is eligible for School District contribution as provided in this Article as long as the cafeteria employee is employed by the School District. Upon termination of employment, all District contributions shall cease.

Section 5. *Liability Insurance:*

The School Board will pay the total cost of School District liability insurance for employees covered under this Agreement.

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) days annually at the start of each school year, but only a maximum of 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 one hundred twenty (120) days of sick leave per employee.

Subd. 3. Sick leave with pay shall be allowed by the School Board whenever an employee's absence is found to have been due to illness which prevented attendance at school and performance of duties on that day or days.

Subd. 4. Sick leave allowed shall be deducted from the accumulated sick leave days earned by the employee.

Subd. 5. In the event of an illness in the immediate family, Food Service employees may use, up to sixty (60) days, per occurrence of accumulated sick leave. Immediate family shall be identified as those individuals identified in State Statute. It will also include step-children.

Subd. 6. In the event the School District suspects abuse of use of sick leave by a Food Service employee, a doctor's certificate verifying the illness may be requested. This certificate shall be obtained and presented to the administration with the Food Service employee assuming the complete cost.

Subd. 7. Sick leave may be accessed for any day in which school is closed prior to reporting for work due to inclement weather or other unforeseen emergency.

Section 2. Personal Leave:

Subd. 1. An employee may be granted up to two (2) 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.

Subd.2 Food service employees that work twelve (12) or more days in the summer will earn additional personal time. Additional personal time will be awarded equal to one (1) day using the average daily hours worked in the summer. Summer personal leave time will carry into the following school year.

Subd. 2. The request must be made to the Supervisor and receive approval prior to the day the leave is taken, if possible, but no reason has to be stated for said leave.

Section 3. Funeral Leave:

In the event of a funeral or death in the immediate family, Food Service employees may use two (2) days of funeral leave with pay per occurrence. If additional days are needed, they may use up to three (3) days of accumulated sick leave per event. Immediate family shall include the following: husband, wife, children and any relative of whom the employee is the legal custodial guardian. Funeral leave is also extended for the following family members: sisters, brothers, parents, niece, nephew, aunt, uncle, brother-in-law, sister-in-law, father-in-law, mother-in-law, grandchildren and grandparents. Additional days may be granted at the discretion of the Superintendent or designee.

Section 4. Worker's Compensation:

Subd. 1. Upon the request of an employee who is absent from work as a result of a compensable injury under the provisions of the Worker's Compensation Act, the School District will pay the difference between the compensation received pursuant to the Worker's Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's accumulated sick leave.

Subd. 2. A deduction shall be made from the employee's accumulated sick leave according to the pro rata portions of days of sick leave which is used to supplement Worker's Compensation.

Subd. 3. Such payment shall be paid by the School District to the employee only during the period of disability.

Subd. 4. In no event shall the additional compensation paid to the employee by virtue of sick leave or result in the payment of a total daily, weekly or monthly compensation that exceeds the normal compensation.

Subd. 5. An employee who is absent from work as a result of an injury compensable under the Worker's Compensation Act who elects to receive sick leave or vacation pursuant to this policy shall show his Worker's Compensation check to the School District prior to receiving payment from the School District for the absence.

Section 5. *Child Care Leave:*

Subd. 1. A child care leave may be granted by the School District, subject to the provisions of this section, to one (1) employee-parent of a natural or adopted infant child, provided such employee-parent is caring for the child on a full-time basis.

Subd. 2. An employee making an application for child care leave shall notify the Superintendent in writing of the request to take the leave at least three (3) calendar months before commencement of the intended leave. The employee shall include in the application for child care leave, the commencement date and return date of the requested leave. At this time, the employee shall also provide a physician's statement indicating the estimated date of delivery of the child.

Subd.3. In making a determination concerning the commencement and duration of a childcare leave, the School Board shall not, in any event, be required to:

a. Grant any leave more than twelve (12) months in duration, or;

Permit the employee to return to employment prior to the date designated in the request for a child care leave.

Subd. 4. If the employee complies with all provisions of this section and a child care leave is granted by the School Board, the School Board shall notify the employee in writing of its action.

Subd. 5. An employee returning from child care leave shall be reinstated in a position for which they are qualified unless previously discharged or laid off.

Subd. 6. Failure of the employee to return pursuant to the date determined in this section shall constitute grounds for termination of employment unless the School District and the employee mutually agree in writing to an extension in the leave.

Subd. 7. An employee who returns from child care leave within the provisions of this section shall retain all previous experience credit and unused time accumulated under the provisions of this agreement at the commencement of the beginning of the leave. The employee shall not accrue additional experience credit while on child care leave.

Subd. 8. An employee on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as they wish to retain, commencing with the beginning of the child care leave. The right to continue participation in such group insurance

programs will terminate if the employee does not return to the District pursuant to this section.

Subd. 9. The parties further agree that a child care leave of absence shall be granted within one (1) of the following sections:

- a. Child Birth Leave: Child birth leave with pay utilizing sick leave for a part or all of a female employee's leave, but only for the period of time that a doctor certifies that the employee is incapacitated, or to the extent of the total sick days accumulated, whichever occurs first.
- b. Child Care Leave: Child care leave without pay as per this agreement. No leave shall be for more than twelve (12) months in duration.
- c. Combination Child Birth and Child Care Leave: A combination of child birth leave with pay, but only for the period of time that a doctor certifies that the female employee is incapacitated, or to the extent of the total accumulated sick leave, whichever occurs first and child care leave without pay for the balance of the leave as per this agreement. No leave shall be more than twelve (12) months in duration.

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.

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 Food Service Director.

Section 2. *Part-time Employees:*

The School Board reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis.

Section 3. *Shifts and Starting Time:*

All employees will be assigned starting times and shifts as determined by the School Board or their designee.

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.

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) 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

Subd. 2. Overtime pay shall be paid for employees who are called upon to work on a holiday, plus holiday pay.

Section 7. Job Posting:

New positions or vacancies will be posted on the district's web page for a period of five (5) working days. 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 ServSafe certified when hired as a Head Cook. Beginning in the 2022-2023 school year the Second Cook is required to be ServSafe 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 increased to this limit within the school calendar year.

Section 8. Safety:

The employer and all employees shall comply with all laws and regulations of the State of Minnesota and O.S.H.A. which govern the safety of employees and of building occupants.

Section 9. Time Off Provision:

A public employer must afford reasonable time off to elected officers or appointed representatives of the exclusive representative for the purposes of conducting the duties of the exclusive representative and must upon request provide the leaves of absence to elected or appointed officials of the exclusive representative.

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.

ARTICLE X GRIEVANCE PROCEDURE

Section 1. Grievance Definition:

A “grievance” shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the School Board as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

Section 2. Representative:

The employee, administrator, or School Board may be represented during any step of the procedure by a person or agent designated by such party to act on their behalf.

Section 3. Definitions and Interpretation:

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by state law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. *Time Limitation and Waiver:*

Grievance shall not be valid for consideration unless the grievance is submitted in writing to the School Board's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School Board's designee.

Section 5. *Adjustments of Grievance:*

The School Board and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the School Board in the following manner:

Subd. 1. Level I. If the grievance is not resolved through informal discussions, the School Board designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 2. Level II. In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or his designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III. In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the Board may be designated by the Board to hear the appeal at this level and report its findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. *School Board Review:*

The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notify the parties of its intention to

review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

Section 7. Denial of Grievance:

Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

Section 8. Arbitration Procedures:

In the event that the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein.

Subd. 1. No grievance shall be considered by the arbitrator unless the grievance has first progressed through the grievance levels identified in Section 5 above, or unless the parties have mutually agreed to an expedited arbitration whereby one or more of the grievance levels has been bypassed in favor of expedited arbitration.

Subd. 2. Selection of Arbitrator: A request to submit a grievance to arbitration and to obtain a list of arbitrators from the Bureau of Mediation Services (BMS) must be made to the BMS in writing (carbon copy to the office of the ISD 882 Superintendent) within ten days following the decisions in Level III of the grievance procedure. Upon receipt of the randomly selected list of arbitrators from the BMS, the parties shall attempt to agree upon an arbitrator. If no agreement can be reached, the arbitrator will be selected by the parties alternately striking arbitrators from the list until one is selected. A draw of lots will determine which party strikes first.

Subd. 3. Submission of Grievance Information: After the arbitrator has been selected, the parties and the arbitrator will select a mutually convenient date for the arbitration hearing. No less than five (5) days before the arbitration hearing the parties shall exchange and provide the arbitrator with a submission which shall include the following:

- (1) The issue involved.
- (2) A statement of the facts.
- (3) The position of the grievant.
- (4) The written documents relating to Section 5, Article X, of the grievance procedure. (The written grievance form, appeal letters and grievance level I, II and III decisions.)

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 5. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before them shall be final and binding upon the parties subject, however, to the limitations of arbitration decisions as provided by in the P.E.L.R.A.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party and at the expense of the requesting party. If the opposing party desires a copy of the transcript or recording, and is willing to share equally in the expense, a copy will be provided to the opposing party. The parties shall share equally fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 7. Jurisdiction: The Arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement nor shall an arbitrator have jurisdiction over any grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public School Boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

ARTICLE XI PUBLIC OBLIGATION

The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the School District to the continuous and uninterrupted operation of the school is of paramount importance.

The exclusive representative agrees, therefore, that during the terms of this contract neither the exclusive representative nor any individual employee shall engage in any strike as defined by the P.E.L.R.A. The parties agree that procedures affecting this Article are provided for by P.E.L.R.A. and, therefore, shall not be subject to the grievance or arbitration procedure.

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.

Section 2. Dismissal:

The Union representative of Local 284 may discuss with the Administration those causes for discharge; however, the decision of the School Board shall be final except as defined under the Grievance Procedure.

Section 3. Layoffs:

Four (4) weeks' notice shall be given to an employee who is to be laid off.

ARTICLE XIII RETIREMENT AND RESIGNATION

Section 1. Resignation:

Two (2) weeks' notice shall be required of an employee who wishes to resign in good standing.

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 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.

ARTICLE XIV DEFERRED MATCHING CONTRIBUTION PLAN

Section 1. Eligibility:

Any Food Service employee who has completed five (5) years of service with the School District shall be eligible for a matching deferred compensation plan in accordance with Minn. Stat. 356.24 and the terms set out below. The School District shall contribute annually an amount equal to the amount contributed by the employee subject to the limits listed below.

All Food Service employees employed after July 1, 2006 shall not be eligible for the severance pay in Article XV of the Master Agreement. Such Food Service employees shall only be eligible to participate in the matching plan. Participation in the plan shall be based on years of service in the School District. There will be no guaranteed payout at the conclusion of a Food Service employee's service with the School District. Any Food Service employee eligible for severance pay under Article XV of this master agreement will continue to be eligible to receive severance pay as set forth therein. Such Food Service employees may also participate in the School District's matching plan. The total contribution of severance pay (Article XV) plus lifetime matching School District contribution shall not exceed the severance value computed from Article XV. Upon a Food Service employee's retirement, the total amount of the School District matching contribution to a Food Service employee's matching account shall be deducted from any severance under Article XV of the master agreement.

Section 2. Food Service Employee Match:

The School District will make the foregoing matching contribution to only those food service employees choosing to participate in an approved food service employee's match account offered by the School District. The School District's matching contribution will be dollar-for-dollar as required under Minn. Stat. Section 356.24, up to 2% of gross salary. Food Service employees may contribute any dollar amount up to or in excess of the maximum yearly School District match, but the annual limit on the amount individual food service employees may contribute to their match account shall be governed by the applicable sections of the Internal Revenue Code and the regulations promulgated thereunder. If a food service employee chooses not to match the School District annual contribution, the unmatched portion is forfeited for that year. If the employee contributes less than the maximum yearly allowed contribution, the School District portion will be equally reduced. The reduced amount is forfeited for that year.

Section 3. Approved Plans:

The School District will make matching contributions only to deferred compensation plans offered by the pre-approved vendors selected by the School District, as set out in policy.

Section 4. Intent to Participate/Enrollment Period:

By September 8, eligible employees shall declare their intent to participate in the matching deferred compensation plan by submitting a signed salary reduction form to the payroll office.

The plan year shall be from September 1ST to the following August 31ST. The salary reduction form shall be binding until a new salary reduction form is submitted. The employee is solely responsible for filing salary reduction forms.

Failure to participate in any given year shall result in the loss of benefit for that year, which cannot be made up in subsequent years. If the employee stops their contribution at any time during the year, it cannot be restarted until the following year.

Section 5. Discontinuance of Service:

Individuals who, for whatever reason, leave the service of the School District prior to eligibility for the balance of the payout shall retain ownership of School District contributions and personal contributions made on their behalf to the date of discontinuance of service. The School District shall retain no current or future liabilities for said investment programs as a result of the severing of service.

Section 6. Portfolio Management:

The management of both the individual and School District contributions shall be solely the responsibility of the employee in whose name the contributions have been made. The School District assumes no current or future liability of contributions made to these plans or for investment earnings (losses), which may accrue to these portfolios as a result of investment decisions, which are made by the employee.

Section 7. Hold Harmless Provisions:

Employees are not to construe the Plan or the School District contributions to the Plan or the opportunity of the employee to match such contributions as legal, tax, or investment advice by the School District. The School District has neither reviewed nor approved any investment programs that the employee may obtain by way of contributions under the Matching Plan.

The employee agrees to indemnify and hold harmless the School District from any adverse investment experience arising from or connected with contributions to the Matching Plan.

ARTICLE XV SEVERANCE PAY

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.

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, 2023 through June 30, 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, 2025 terms of this contract will remain in full force and effect.

Section 2. Effect:

This Agreement constitutes the full and complete Agreement between the School Board and the exclusive representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment, inconsistent with these provisions.

Section 3. Finality:

Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

Section 4. Severability:

The provisions of this Agreement shall be severable and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

**APPENDIX A
WAGE SCHEDULE**

BASIC WAGE: Covering period from July 1, 2023 through June 30, 2024.

<u>STEP</u>	<u>COOK'S HELPER</u>	<u>2ND COOK</u>	<u>HEAD COOK</u>	<u>SUPERVISOR</u>
1	\$16.25	\$18.37	\$19.11	
2	\$18.30	\$19.96	\$21.12	
3	\$20.36	\$21.70	\$23.41	
4	\$22.51	\$23.88	\$25.77	\$1.81/HOUR

**APPENDIX B
WAGE SCHEDULE**

BASIC WAGE: Covering period from July 1, 2024 through June 30, 2025.

<u>STEP</u>	<u>COOK'S HELPER</u>	<u>2ND COOK</u>	<u>HEAD COOK</u>	<u>SUPERVISOR</u>
1	\$16.74	\$18.92	\$19.68	
2	\$18.85	\$20.56	\$21.75	
3	\$20.97	\$22.35	\$24.11	
4	\$23.19	\$24.60	\$26.54	\$1.81/HOUR

- A. A Food Service employee who is granted an advanced position will not be paid less than their previous position.
- B. Certification - The District shall pay for the cost of food service certification courses upfront whenever possible. When an employee pays for their own course, the employee shall be reimbursed for the cost of the certification course, license and mileage if approved by the Business Office prior to enrolling. Any employee attending required certification courses will be paid their normal wages for the training. This bullet point is not subject to the grievance procedure.
- C. Hours of service will be established for each program within each lunchroom that best meets the needs of the students. Hours will be established by the building principal and approved by the school administration.
- D. On at least one (1) faculty in-service day, cooks and the School District may agree that up to six (6) hours can be worked by cooks on matters relating to menu planning, discussions of common concerns, general kitchen maintenance and inventory accounting.

- 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 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 wage schedule. The same applies for a cook’s helper substituting for a second cook.

**APPENDIX C
LONGEVITY PAY**

All employees shall earn longevity pay according to the following schedule:

	2023-24	2024-25
At 5 years:	\$0.40 per hour	\$0.45 per hour
At 10 years:	\$0.50 per hour	\$0.55 per hour
At 15 years:	\$0.60 per hour	\$0.65 per hour
At 20 years:	\$0.70 per hour	\$0.75 per hour

**APPENDIX D
MEMORANDUM OF UNDERSTANDING
Re: Transition to Pay for Hours Worked**

SEIU 284, Food Service Employees and Independent School District 882 (the Parties) enter into the following Memorandum of Understanding with regard to pay for hours work procedures. The Parties agree as follows:

This MOU is made with the agreement that all food service employees will transition to the pay for hours worked system by the end of the 2024-2025 contract year. Beginning in the 2024-2025 contract year, the District is willing to grandperson in senior employees that are nearing retirement (within 5 years), allowing them to stay on the annualized pay system for a maximum of 5 years, or until retirement.

This memorandum of understanding is unique and is not precedent setting. This agreement will expire on June 30, 2029 or when the last food service employee eligible under Appendix D retires, whichever is sooner.

**APPENDIX E
MEMORANDUM OF UNDERSTANDING
Re: School Nutrition Association (SNA) Certification**

SEIU 284, Food Service Employees and Independent School District 882 (the Parties) enter into the following Memorandum of Agreement with regard to School Nutrition (SNA) certifications. This MOU is in addition to the training and certifications included in the 2023-25 Food Service Master agreement.

The Parties agree as follows:

In addition to the agreed upon training and certification listed in the Master Agreement, the Parties agree to the following conditions of SNA training and certification.

- The District will pay an additional stipend to all Food Service employees that participate, receive, and maintain SNA certification at the following levels:

Level 1 = \$200/year

Level 2 = \$300/year

Level 3 = \$500/year

Level 4 = \$700/year

- The stipend will be divided by 12 and paid on a monthly basis, beginning in the month following an employee meeting certification requirements.
- The District will pay Food Service employees for up to sixteen (16) hours per year of documented SNA training and/or recertification courses. Employees will be paid at their regular rate of pay.
- Beginning in the 2023-2024 school year, a Food Service employee would be required to be certified at SNA Level 3 or higher to apply for a Head Cook position. Head cooks are required to be SNA Level 4 or higher by the end of their first year as Head Cook.

This MOU is in place for the next four (4) years, two years to phase in the certification processes and two years to fully implement the certification processes; the MOU expires June 30, 2025. This memorandum of understanding is unique and is not precedent setting.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

**FOR:
MONTICELLO FOOD SERVICE**

05/20/2024 10:13:54

Sara Nyhus

Sara Nyhus
SEIU Local 284 Field Representative

05/20/2024 13:00:03

JoAnn Swensen

JoAnn Swensen
Steward, Food Service Employees

05/20/2024 13:33:00

Susan Tracey

Susan Tracey
Steward, Food Service Employees

**FOR:
INDEPENDENT SCHOOL DISTRICT 882**

05/20/2024 20:16:00

Kathryn E. Ziebarth

Kathy Ziebarth
Chair, Board of Education

05/20/2024 20:19:43

Melissa Curtis

Melissa Curtis
Clerk, Board of Education