



July 1, 2023 to June 30, 2025

MASTER AGREEMENT

BETWEEN

CHISAGO LAKES SCHOOL DISTRICT, ISD 2144

AND

FOOD SERVICE PERSONNEL

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**ARTICLE I
PURPOSE**

Section 1. Parties: This Agreement is entered into between Independent School District #2144, Chisago Lakes, Minnesota, hereinafter referred to as the school district, and #2144 Food Service Personnel, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for school service personnel during the duration of this Agreement.

**ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition: In accordance with the P.E.L.R.A., the school district recognizes #2144 Food Service Personnel as the exclusive representative for food service personnel employed by the school district, which exclusive representative, shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all such employees of the district contained in the appropriate unit as defined in Article III, Section 2 of this Agreement and the P.E.L.R.A. and in certification by the Director of Mediation Services, if any.

**ARTICLE III
DEFINITIONS**

Section 1. Terms and Conditions of Employment: Shall mean the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees.

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the term "food service personnel" shall mean all persons in the appropriate unit employed by the school district in such classifications, excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed 14 hours per week, employees who hold positions of a temporary or seasonal character for a period not in excess of 100 working days in any calendar year and emergency employees.

Section 3. School District: For purposes of administering this Agreement, the term "school district" shall mean the School Board or its designated representative.

Section 4. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

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, which 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.

Section 2. Management Responsibilities: 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 School Board rules, regulations, directives and orders, issued by properly designated officials of the school district. 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 Board 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 Board.

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 designed 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 Dues Check-Off: The exclusive representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not

be allowed to any exclusive representative that has lost its right to dues check off. Upon receipt of a properly executed authorization card of the employee involved, the school district will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization in monthly installments.

Section 4. Fair Share Fee: In accordance with M.S. 179.65, Subd. 2, as amended, any employee included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee for any employee shall be in an amount equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative, but in no event shall the fee exceed 85% of the regular membership dues.

The exclusive representative shall provide written notice of the amount of the fair share fee assessment to the Director, the school district, and to each employee to be assessed the fair share fee.

A challenge by an employee or by a person aggrieved by the assessment shall be filed in writing with the Director, the school district, and the exclusive representative within thirty (30) days after receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefore, but the burden of proof relating to the amount of the fair share fee shall be on the exclusive representative. The school district shall deduct the fee from the earnings of the employee and transmit the fee to the exclusive representative thirty (30) days after the written notice was provided, or, in the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the school district pending a decision by the Director, PERB, or Court. Any fair share challenge shall not be subject to the grievance procedure.

The exclusive representative hereby warrants and covenants that it will defend, indemnify and save the school district harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the exclusive representative as provided herein.

ARTICLE VI RATES OF PAY

Section 1. Rates of Pay:

Subd. 1. The wages and salaries reflected in the schedule attached hereto shall be part of the Agreement for the period commencing July 1, 2023 through June 30, 2025

Subd. 2. During the duration of this Agreement, advancement on any salary schedule shall be subject to the terms of this Agreement. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, an employee shall be compensated according to their current rate until a successor Agreement is entered into.

Subd. 3. An individual employee's salary advancement is subject to the right of the school district to withhold salary increases for good and sufficient grounds. An action withholding a salary increase shall be subject to the grievance procedure. If a person is

employed prior to or on February 15th of the current year, he/she will be placed on the salary schedule the next year as if he/she had received one full year's experience with the district. People employed after February 15th will not receive an experience factor and will stay on the same step the following year. Each employee will advance one step on the salary schedule each year upon completion of satisfactory job performance and meeting the above stated requirements as long as the salary range has a step the employee can advance to.

Subd. 4. Movement between Job Classifications: An employee who moves from one position to a different position on a higher pay scale shall be placed on the new scale at a rate higher than the employee held on the original scale. An employee who moves to a position on a lower pay scale shall be placed on the lower scale at the step that causes the *least* amount of pay reduction to the employee.

Subd. 5. Employees will be paid on the 15th and the last day of the month.

Subd. 6. Longevity calculation begins at the beginning of the next fiscal year only. (i.e. if an employee starts his/her contract in September, the first year of service doesn't begin for longevity purposes until the start of the next fiscal year which would be July 1.)

	<u>2021-2023</u>	
8 through 14 years of service =	\$ 1.30 / hr	add'l pay
15 through 19 years of service =	\$ 1.40 / hr	add'l pay
20 th through 24 years of service =	\$ 1.65 / hr	add'l pay
25+	\$ 2.00/hr	add'l pay

Subd. 7. When an employee works hours before and after daily contracted hours on weekdays and any hours on Saturday, Sunday or a holiday for catering, the employee will be paid \$3.00 per hour above their regular rate of pay. Starting July 1, 2024 employees will receive an extra \$1.00 per hour for catering during regular scheduled contract hours. Regular Employees who work over forty (40) hours in a week will be paid one and one-half (1-1/2) times their regular salary. Catering hours worked before and after daily contracted hours must be pre-approved by the Food Service Director in writing (email is acceptable).

ARTICLE VII HOURS OF SERVICE AND DUTY YEAR

Section 1. Basic Work Week: The regular work week, exclusive of lunch, shall be prescribed by the school district each year for regular employees.

Section 2. Basic Work Year: The regular work year shall be prescribed by the school district each year for regular employees.

Section 3. Part-Time Employees: The school district reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis for time less than that of the regular employees.

Section 4. Shifts and Starting Time: All employees will be assigned starting time and shifts as determined by the school district.

Section 5. School Closing: When the school district notifies a food service assistant prior to the employee leaving for work that there will be no work, the employee will not be paid for that day. If an employee is sent home due to inclement weather, they will be paid for the

remaining hours of their shift for two such occurrences. An employee may choose to use personal leave time or sick leave time, pursuant to Article XI Leaves of Absence, Sections 1 and 7, to receive pay for a school closing day provided they have personal leave or sick leave available in their account. If a school is closed due to something other than inclement weather, such as a power outage, after the food service assistant has reported to work, the food service assistant will be assigned to another building in the district for the remainder of the day. If school is closed by mandate from the Governor or other state body, the employees will be paid for that day.

Section 6. Substitutes for Other Employees: When a person on the Food Service Assistant's scale assumes the Kitchen Manager's position and duties* the employee will move to the same step level on the Kitchen Manager's pay. Each time will be treated as a separate occurrence and must be pre-approved by the Food Service Director. *This means that the person assumes ALL duties of the Kitchen Manager (i.e. ordering, calling subs, scheduling tasks, catering, etc.)

ARTICLE VIII GROUP INSURANCE

Section 1. Insurance Benefits: Insurance benefits will be available to all employees who are scheduled to work 30 hours or more per week or more than 1,000 hours per year (July 1 - June 30).

Section 2. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the school district as provided by law.

Section 3. Single Coverage - Health and Hospitalization: The school district shall contribute up to the following amounts towards the premium for single coverage of each full time employee employed by the school district who is qualified for and is enrolled in the school district group health and hospitalization plan and any additional cost of the premium shall be borne by the employees and paid by payroll deduction: 2023-2024 \$7576 2024-2025 \$7917

Section 4. Dependent Coverage - Health and Hospitalization: The school district shall contribute up to the following amounts towards the premium for dependent coverage for each full time employee employed by the school district who is qualified for and is enrolled in the school district group health and hospitalization plan and any additional cost of the premium shall be borne by the employee and paid by payroll deduction: 2023-2024 \$13,478
2024-2025 \$14,557

Section 5. Long Term Disability Insurance: The school district shall contribute the sum of up to \$125 for the 2023-2025 school years toward the premium for long term disability insurance for each full time food service personnel employee working 30 hours or more per week employed by the school district who is qualified for and is enrolled in the school district group long term disability plan.

Section 6. Single Coverage - Dental: The school district shall contribute up to the following amounts towards the premium for single coverage of each full time employee employed by the school district who is qualified for and is enrolled in the school district dental plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. 2023-2025 \$480.00

Section 7. Dependent Coverage - Dental: The school district shall contribute up to the following amounts towards the premium for dependent coverage of each full time employee employed by the school district who is qualified for and is enrolled in the school district dental plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. 2023-2025 \$1,325.00

Section 8. 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.

Section 9. Duration of Insurance Contributions: An 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 10. Eligibility: Benefits provided in this Article are designed for regular personnel as described in Article III, and shall not apply to part-time personnel.

Section 11. Physical Examination: A complete physical may be required. Such physical examination shall be at the district's expense and shall be reported on the school district's form as provided by the office of the Superintendent.

Section 12. Health Examination: Any food service personnel whose condition of physical or mental health is thought to be adverse to the welfare of the pupils or other employees may be required to undergo a health examination by a licensed physician at the expense of the school district.

ARTICLE IX UNIFORMS

Section 1. Uniforms: Uniform styles and selections must be approved by the Food Service Director. The uniform allowance will be up to \$150.00 per employee. All uniforms will be paid for directly by the school district. Employees will not be reimbursed for uniforms that are not purchased from the approved vendor. Upon termination or resignation, shirts only must be returned to the School District.

*Shoes: The District will reimburse the contracted employee \$75.00 per year for shoes with skid resistant soles and proper support purchased by the employee. Proper supporting documentation (including a detailed receipt) must be approved by the Food Service Director in order to receive reimbursement.

ARTICLE X CONFERENCES / MEETINGS / DUES

The School District will pay fees for conferences/meetings (including hotel and/or mileage) that are deemed necessary to achieve professional standard CEU's or certifications per the Food Service Director including: Initial SNA Certification fee, Class/classes for SNA certification, Minnesota Department of Health Food Manager License including ServSafe course, test renewal course, and licensure fees. The employee is responsible for providing proper documentation of

the certifications and have prior approval from the Food Service Director for the District to cover these costs. The employee will be responsible for the employees \$20 SNA membership renewal fee and any fees, conferences, or meetings that are not a requirement or deemed necessary to achieve professional CEU's or certifications per the Food Service Director. If you cancel after the conference cancellation date (unless it is an emergency approved by the Food Service Director) then the next conference; the employee shall pay the entire cost of the conference and be reimbursed by the School District.

ARTICLE XI LEAVE OF ABSENCE

Section 1. Sick Leave:

Subd. 1. A regular employee shall earn sick leave at the rate of one (1) day for each month of service in the employ of the school district. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the employee's work year. Month is considered to be twenty (20) working days.

Subd. 2. Unused sick leave days may accumulate to a maximum credit of 90 days of sick leave per employee.

Subd. 3. Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to personal or family illness and/or disability which prevented attendance and performance of duties on that day or days.

Subd. 4. The school district may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the school district. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 5. Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Subd. 6. Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form available at the office.

Subd. 7. Sick leave may be utilized during a period of physical disability resulting from a condition of pregnancy. The employee shall provide the district with a physician's statement certifying the dates of disability.

Section 2. Worker's Compensation: Pursuant to M.S. 176.221, Subd 9, an employee injured on the job in the service of the school district and collecting worker's compensation insurance, may draw sick leave to receive full salary from the school district, the salary to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from accrued sick leave. If employee chooses not to use sick leave, then will only receive 2/3rds of their salary.

Section 3. Bereavement:

a. Bereavement (Family): Up to four (4) days leave shall be allowed, the days not to be deducted from sick leave, for death in the employee's immediate family. The specific amount of leave allowed is subject to the discretion of the Director of Business Services depending on the circumstances. Immediate family is defined as the employee's spouse, domestic partner, grandparent, parent, child, brother, sister, niece, nephew, grandchildren or any other relative not listed but who is living in the same household as the employee. All relations of the above-listed degrees of the employee's spouse or domestic partners (spouse's or domestic partners grandparent, parent, etc.) or brother-in-law or sister-in-law, aunt or uncle.

b. Bereavement (Others): Bereavement leave for friends and other family not listed above may be granted subject to the discretion of the Director of Business Services. Leave under this section will be limited to two (2) days per school year and will be deducted from the employee's individual sick leave account.

Section 4. Insurance Application: An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave, and shall pay to the school district the monthly premium in advance.

Section 5. Credit: An employee who returns from an unpaid leave retains experience credit for pay purposes and other benefits which had accrued at the time the leave commenced. No credit shall accrue for the period of time that an employee was on an unpaid leave.

Section 6. Eligibility: Leave benefits provided in this Article shall apply only to regular employees as defined in Article III of this Agreement.

Section 7. Personal Leave: A regular employee will be granted a maximum of two (2) days of personal leave per school year for any reason. Two personal days will be given to those employees hired prior to February 16. One day will be given to employees hired on or after February 16 for that school year. * Said employee is not required to give the district the reason for personal leave. Personal leave shall not be deducted from sick leave. A "regular" employee is defined as an employee who is contracted under this bargaining unit. Requests for personal leave must be made to and approved by the Director of Business Services at least three (3) working days in advance except in the event of an emergency. The school district or its designated representative reserves the right to refuse to grant such leaves. Personal leave shall not be granted the day preceding or the day following holidays or vacations and the first and last day of the school year. The employee could opt to use a personal day for a snow day without having to give the 3-day advance notice, provided they have a personal day available in their account. An employee may carry over a maximum of three days to the next year, to a maximum accumulation of five (5) personal leave days. (Note: There shall be an automatic carryover of three (3) full days of Personal Leave.) After the automatic carryover the district will buy back any remaining unused personal days at 67% of the top pay rate in the employee's pay grade. Automatic payment will be made on June 30.

* A long-term sub that has worked prior to February 16 and becomes contracted in that fiscal year, will receive two personal days regardless of their contract start date.

Section 8. Other Leave: In the event a request for leave is presented and not covered by the above listed policies, the below listed items would be considered in determining if the

request is to be granted. If this leave is granted, it would be done reluctantly and would be without pay. Personal leave must be used before leave without pay is granted.

Items to be considered in making the determination if the leave should be granted:

1. Circumstances involved in the request.
2. Longevity of services with the school district.
3. Past record of attendance.
4. Usage of sick leave days.
5. Acceptable substitute to work the days the employee is absent.

ARTICLE XII HOLIDAYS

Section 1. - Holidays: Paid holidays will be observed with the holidays to coincide with the school calendar. Any legal holiday which falls within an employee's vacation period shall not count as a vacation day.

Section 2. - Holiday Pay: Holiday pay shall be based on an employee's normal work day.

Section 3. Schedule: The following seven holidays would be granted to employees on the Kitchen Manager's pay scale: Thanksgiving Day, Christmas Eve day, Christmas day, New Year's Day, Monday of Mid-Winter Break, Good Friday and Memorial Day*. Employees on the Food Service Assistant's pay scale will receive five holidays: Thanksgiving Day, Christmas Eve Day, Christmas Day, Monday of Break Week and Memorial Day.

** If school is held on any of these holidays due to unforeseen circumstances, employees would be required to work those days and be compensated accordingly.*

ARTICLE XIII RETIREMENT

Section 1. Any employee who hired before July 1, 2024 and has completed at least fifteen (15) years of service to the district and is at least 55 years of age shall, upon proper notice of retirement, receive a retirement benefit according to the terms of this Article. This retirement benefit shall be in addition to the wellness incentive in the Sick Leave section of this Agreement.

Section 2. Sick Leave Days: The eligible employee shall receive payment for 100% of the employee's accrued, unused sick leave days up to a maximum of 90 days.

Section 3. The appropriate number of days, as determined by the above sections, shall be paid at the employee's pay rate at the time of the employee's retirement. The School District will contribute 100% (one hundred percent) of the employee's severance pay directly into the retiree's MSRS Post-Retirement Health Care Savings Plan account.

Section 4. 403(b) Matching Contribution Plan: Effective July 1, 2016, the district will make a matching contribution for all food service employees, who work at least twenty (20) hours per week, to a state approved, district approved, tax deferred matching 403(b) contribution plan in the amount of \$250.00 for the 21-22 and \$425.00 for the 22-23 school year starting with their third year of employment with the district provided that:

- a) The employee has worked for at least two school years for at least twenty (20) hours per week.
- b) The employee has also authorized a matching salary deduction payable to the 403(b) plan in the amount up to \$250.00 for 2021-2022 and \$425.00 for 2022-2023 per school year.
- c) The employee shall notify the school district in writing no later than September 15 of their intention to participate in the 403(b) matching plan.

ARTICLE XIV VACANCIES

Notice of new position or vacancy within the unit will be accommodated by the school district policy.

ARTICLE XV DISCIPLINE, DISCHARGE AND PROBATIONARY PERIOD

An employee under the provisions of this Agreement shall serve a probationary period of six (6) months of continuous service in the school district during which time the school district shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated.

ARTICLE XVI 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 any person or agent designated by such party to act in his 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 or the school district.

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 it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver:

Subd. 1. Step 1: The alleged grievance shall be presented orally to the School Board's designee by the aggrieved employee within two (2) working days after it arises.

Subd. 2. Step 2: Grievances 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 ten (10) 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 district 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 days (10) 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 ten days (10) 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 days (15) after receipt of the appeal. Within ten days (10) after meeting with the Superintendent or his designee, they 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 ten days (10) 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 days (20) after receipt of the appeal. Within twenty days (20) 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 days (10) 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. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Superintendent within ten days (10) following the decision in Level III of the grievance procedure.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten days (10) after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the PERB to appoint an arbitrator, pursuant to M.S. 179.70, Subd. 4, providing such request is made within twenty days (20) after request for arbitration. The request shall ask that the appointment be made within thirty days (30) after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from PERB within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

- A) Upon appointment of the arbitrator, the appealing party shall, within five days (5) after notice of appointment forward to the arbitrator, with a copy to the School Board, the submission of the grievance which shall include the following:
 - 1) The issued involved; 2) Statement of the facts; 3) Position of the grievant; and
 - 4) The written documents relating to Article XIV, Section 5, of the grievance procedure.
- B) The School Board may make a similar submission of information relating the grievance either before or at the time of the hearing.

Subd. 5. 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 denovo.

Subd. 6. Decision: The decision by the arbitrator shall be rendered within thirty days (30) after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by the P.E.L.R.A.

Subd. 7. 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. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such copy.

Subd. 8. 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 which has not been submitted to arbitration in compliance with the terms of the 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 XVII DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on its date of execution July 1, 2019 through June 30, 2021, and thereafter as provided by P.E.L.R.A. In the event a successor agreement is not entered into prior to the commencement of the 2020-2021 school year, an employee shall be compensated according to the last individual contract executed between the employee and the school district until such time that a successor agreement is executed. 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 90 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the school district 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. Nothing in this Agreement shall be construed to obligate the school district to continue or discontinue existing or past practices, or prohibit the school district from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

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 the circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

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

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

FOR: Food Service Personnel

FOR: Independent School District #2144

Kristi Maupin

Board Chair, Lori Berg

Carrie Jacobson

Board Clerk, Jennifer Penzenstadler

Barg Eagan

Date

Date

Food Service Personnel
SALARY SCHEDULE

KITCHEN MANAGER

	F	G	H	I	J	K	L	M	N
23-24	21.80	22.10	22.40	22.70	23.00	23.30	23.60	23.90	24.20
24-25	23.80	24.10	24.40	24.70	25.00	25.30	25.60	25.90	26.20

FOOD SERVICE ASSISTANTS

	F	G	H	I	J	K	L	M	N
23-24	17.80	18.10	18.40	18.70	19.00	19.30	19.60	19.90	20.20
24-25	19.80	20.10	20.40	20.70	21.00	21.30	21.60	21.90	22.20

Extra Compensation:

School Nutrition Association Certification:

Level I no extra compensation.

Level II will receive 40 cents per hour more for 2023-2025

Level III will receive 65 cents per hour more for 2023-2025

Level IV will receive 90 cents more per hours for 2023-2025

All Food Service employees must complete one class of "Sanitation & Food Safety" within the first year of employment. This class must be updated every time the "food code" is changed (normally every 5 years) to keep up with any changes.

Anyone hired after February 15th does not move forward.