

**FOOD SERVICE PERSONNEL MASTER CONTRACT**

BETWEEN

**ORONO INDEPENDENT SCHOOL DISTRICT 278**

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 284**

EFFECTIVE

**JULY 1, 2023 THROUGH JUNE 30, 2026**

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## **CONTRACT**

This Contract is made and entered into by and between Independent School District No. 278, Orono, Minnesota, hereinafter referred to as the "School District," and School Service Employees Local No. 284, hereinafter referred to as the "Union."

### **ARTICLE I**

#### PURPOSE

The purpose of this Contract is to set forth all terms and conditions of employment which have been agreed upon by the School District and the Union, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended and hereafter referred to as P.E.L.R.A.

### **ARTICLE II**

#### RECOGNITION, CHECK-OFF, AND UNION ACCESS

A. Recognition. The School District hereby recognizes the Union as the exclusive representative for the purpose of negotiating terms and conditions of employment for all food service employees in accordance with P.E.L.R.A.

Union Dues and C.O.P.E. Check Off. Employees have the right to request and be allowed payroll deduction for the Union and for the Union's political action fund registered pursuant to Minnesota state law. The Union will certify to the District that the Union has received (and will maintain) an authorization signed by the employee from whose wages the deduction(s) is to be made. The District will commence deductions within 30 days of notice of authorization from the Union and will remit the deductions to the Union within 30 days of the deduction. The authorization(s) remains in effect until the District receives notice from the Union that an employee has changed or cancelled their authorization in writing in accordance with the terms of the original authorizing document. The Union agrees to indemnify the District for any successful claims made by an employee for unauthorized deductions made in reliance on the certification.

B. Full Time. Cooks regularly working thirty (30) or more hours made up of five (5) consecutive days weekly.

- D. Employee Information. At least once every 120 calendar days, the District will provide the following information for each employee to the Union: name, job title, worksite, home address, work telephone number, home and personal cell phone numbers on file with the District, date of hire, work email address, personal email address on file with the District, wage, number of hours normally scheduled in a day, and number of duty days contracted for per year. The District will provide this information to the Union in an acceptable spreadsheet format.
- E. New Employee Information and Separation of Employment Information. For each new employee, the District will provide the Union with the information specified in Section 2.1 within twenty calendar days from the date of hire of an employee. The District will notify the Union within 20 calendar days of an employee's separation from employment or transfer out of the bargaining unit.
- F. Union Orientation. The District will allow the Union to meet with newly hired employees within 30 calendar days from date of hire pursuant to Minn. Stat. 179A.07.
- G. Union Access. The District will allow the Union to communicate with bargaining unit members using their employer-issued email addresses pursuant to Minn. Stat. 179A.07. The District will allow the Union to meet with bargaining unit members in District facilities pursuant to Minn. Stat. 179A.07.

**ARTICLE III**

WAGES

A. The following wage rates shall be applicable to employees covered by this Contract:

<u>Step</u>	<u>Kitchen Managers, Assistant Kitchen Managers, Full-time Cooks</u>			
	<u>Effective July 1, 2023</u>	<u>Effective January 1, 2024</u>	<u>Effective July 1, 2024</u>	<u>Effective July 1, 2025</u>
1	\$20.24	21.25	21.78	22.33
2	20.69	21.72	22.27	22.82
3	21.23	22.29	22.85	23.42

<u>Step</u>	<u>Part-time Cooks</u>			
	<u>Effective July 1, 2023</u>	<u>Effective January 1, 2024</u>	<u>Effective July 1, 2024</u>	<u>Effective July 1, 2025</u>
1	\$18.26	19.17	19.65	20.14
2	18.65	19.58	20.07	20.57
3	19.03	19.98	20.48	20.99

B. Part-time credit on Full-time Scale. Part-time cooks will remain on the same step for one (1) year if changed to full-time. Fifty (50) percent or more of total annual work days shall be counted as one (1) year.

C. Withholding Salary. Any salary increase may be withheld when it can be established that a demonstrable deficiency in the performance of an individual employee can be shown.

D. Kitchen Manager and Assistant Kitchen Manager Differentials. Kitchen Managers and Assistant Kitchen Managers will receive the following hourly rates above the regular schedule:

	Factor of FT Step 3	Effect ive July 1, 2023	Effect ive Januar y 1, 2024	Effect ive July 1, 2024	Effect ive July 1, 2025
Assistant Kitchen Manager High School & Middle School	5%	\$1.06	1.11	1.14	1.17
Kitchen Manager Schumann*	15%	3.18	3.34	3.43	3.51
Kitchen Manager Intermediate	18%	3.82	4.01	4.11	4.22
Kitchen Manager Middle School	20%	4.25	4.46	4.57	4.68
Kitchen Manager High School	23%	4.88	5.13	5.26	5.39

E. Absence of Kitchen Manager: In the event of absence of a building Kitchen Manager, a replacement will be appointed by the Manager. After the first day of filling this position, a full-time cook who is replacing the building Kitchen Manager shall be paid her / his regular rate of pay plus the Kitchen Manager differential specified in Section D. If the employee replacing the building Kitchen Manager part-time cook, that employee shall be paid at the full time cook rate of pay for her / his step plus the Kitchen Manager differential.

F. Use of Short-hour as Substitutes: Part-time personnel will be called first as full-time substitutes within their own building before those on the substitute list are used. In this event part-time cooks will be paid the full-time rate at the same corresponding step at which the part-time cook is being paid. Part-time personnel will be chosen by seniority. Cooks not on duty at their regularly assigned school will be given priority as substitutes in other operating kitchens.

G. School Closing: When school is closed, all personnel scheduled for work, will be paid for all hours scheduled, for the first two (2) occurrences of the school year. After the second occurrence, emergency school closures shall be considered as un-paid non-work days.

All personnel reporting for work on a day when school is closed, who could not reasonably be expected to have been knowledgeable of the closing, will be paid for all hours worked as certified by the school lunch manager, with a two (2) hour minimum guaranteed.

If a make-up day is scheduled to replace a day on which school was closed, employees will be expected to work the make-up day.

If school starts late or is dismissed early due to inclement weather or other emergencies, employees will be paid for all scheduled hours of work.

In the event an employee does not use more than one (1) of his/her days as provided herein, then he/she shall carryover one day to the next school year for a total of three (3).

H. Pay Periods. Pay periods for all employees shall be semi-monthly on the fifteenth (15) and thirtieth (30) of each month or the last business day preceding if the fifteenth or the thirtieth is a school holiday.

I. Longevity. Effective July 1, 2023, Employees shall receive longevity pay recognizing their years of service with the District on the following basis:

	Effective	Effective	Effective
	July 1,	July 1,	July 1,
	2023	2024	2025
0-5 years	\$100	\$100	\$100
6-9 years	\$250	\$300	\$350
10-14 years	\$400	\$550	\$600
15-19 years	\$450	\$600	\$650
20 years and up	\$550	\$700	\$750

The above amounts shall be paid each year on June 30. If an employee resigns prior to the end of the school year, the longevity payment shall be made with the employee's final paycheck. A year of service is defined as a school year in which the employee works at least 75 percent of the annual work days.



J. Money Owed to the School District. The District may automatically deduct an amount not to exceed \$50 (fifty dollars) from an employee's payroll deposit if the following conditions are met: (a) the amount to be deducted is a debt incurred by the employee due to a negative lunch account balance and (b) the School District has provided the employee at least two weeks' notice of its intent to make the deduction and the amount of the deduction so that the employee may address the debt either through payment or through contesting the accuracy of the debt.

## **ARTICLE IV**

### HOURS, OVERTIME, AND WORK ASSIGNMENTS

- A. Call Back Wages. Any employee called back to perform duties outside their regularly assigned responsibilities to the School District shall receive a differential of \$2.00 per hour. The School District will pay the higher "call back" rate for special functions that cause significant extra work beyond the normal work schedule even though those functions require the work to be done immediately before or after regularly scheduled work hours.
- B. Required Attendance at Meetings: The School District will pay for required attendance at school-called meetings.
- C. Overtime: The overtime rate of 1 1/2 times the base rate for that cook shall be paid after the cook works (forty) 40 hours in a given week.
- D. Work Assignments: Work assignments will be made in accordance with the job posting procedure.

The individual manager's or cook's work program, starting time, quitting time and lunch hour will be determined by the Coordinator of Child Nutrition.

- E. Probationary Period: The Probationary Period for all new cooks shall be one (1) year from date of hire. Any new cook may be released from employment within the one (1) year probationary period without any right of grievance or other action.
- F. Certification: All Food Service employees will be required to hold School Nutrition Association certification as outlined below:
- a. Part-time Child Nutrition Cooks: Level I
  - b. Assistant Kitchen Managers: Level II
  - c. Kitchen Managers: Level III

Employees will have six (6) months from their date of hire or from the first date of promotion to obtain appropriate certification.

Effective on the board approval date of the 2022-2023 Master Contract, all managers and cooks will have until June 30, 2024, to complete appropriate certification. Beginning July 1, 2024, the preceding paragraph will govern certification timelines.

Wages will be frozen for cooks not meeting the requirements of this section until proper certification is obtained.

The School District will reimburse employees up to \$10.00 for each one (1) credit hour of successfully completed certification classes. Employees must obtain prior written approval from the Coordinator of Child Nutrition or the Director of Business Services. Upon completion of the classes employees must submit proof of payment and class completion to the Coordinator of Child Nutrition. Employees will receive reimbursement within two (2) weeks of submission.

The School District will provide each employee with a copy of the Certification of Completion for Continuing Education Units (CEUs) offered by the School District.

- G. School Nutrition Association (SNA) Dues. The District will pay the annual cost of SNA dues for certified employees and those employees who are applying for their initial certification. Annual renewal of certification CEU (continuing education units) will be taken through SNA membership opportunities and District provided workshops. Any fees related to these opportunities shall be paid for by the District. Employees unable to attend scheduled SNA meetings or District workshops, with the prior approval of the Supervisor of Child Nutrition, will be reimbursed up to \$10.00 per CEU for successfully completed classes.

## ARTICLE V

### JOB POSTING

New positions or vacancies within the unit of employees involved and of more than thirty (30) days duration will be posted for a period of five (5) days, and the most senior employee, provided he/she is qualified, of those employees posting for the position, will be assigned the position within five (5) days after the close of posting, provided, nevertheless, that the School District reserves the right to make assignments of employees to particular buildings owned, rented or used and maintained by the School District. Also, in addition to the initial probationary period, an employee transferred to or promoted to a different classification shall serve a new probationary period of ninety (90) working days in any such new classification. During this ninety (90) day probationary period, if it is determined by the School District the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to his/her former classification. Employees may also request and be granted to return to their previous position as soon as a replacement is available.

1. In the event a cook loses his/her newly-posted position due to a grievance of another cook, the loser will return to his/her former job and all others down the line.
2. The most qualified applicant with the most seniority will be assigned to a new Kitchen Manager position or vacancies in such positions.
3. An employee who successfully posts for another job will not be eligible to post for subsequent vacancies for a period of twelve (12) months following the effective day of transfer to the job for which the employee posted. This twelve (12) month provision may be waived by the School District in the interest of efficient operation.

## ARTICLE VI

### TEMPORARY LEAVES

#### A. Earned Sick and Safe Time and Sick Leave.

##### Sick and Safe Time Leave.

1. For all employees covered by the Agreement, Sick and Safe Time Leave with pay shall accrue according to the Memorandum of Understanding attached to this Agreement, see Earned Sick and Safe Time - Custodians.
2. One day of Sick and Safe Time leave with pay may be used for each day of necessary absence from work according to reasons stated in Appendix A.
3. The Executive Director of Human Resources may require an employee who is absent more than three consecutive work days to provide a signed statement by a health care professional, according to Appendix C, indicating the need for use of Earned Sick and Safe Time in order to qualify for paid leave.
4. However, if the employee or employee's family member did not receive services from a health care professional, or if documentation cannot be obtained from a health care professional in a reasonable time or without added expense, then the employee may submit a written statement that the employee is using sick leave for a qualifying purpose as defined in Appendix A of this Agreement.

#### B. Sick Leave.

1. One day of sick leave with pay may be used for each day of necessary absence from work due to these explicit purposes: personal illness or illness of or injury to the employee's child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary. Additionally, an employee may use accrued Sick Leave as Safety Leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or harassment or stalking. Safety Leave may be utilized for the same family members identified in this paragraph.
2. Sick leave pay is not available for illness or injury

(including disability due to pregnancy) occurring during a leave of absence without pay.

The Director of Human Resources may require an employee who is absent more than three consecutive work days to provide a signed statement by a health care professional, according to Appendix C, indicating the need for use of Earned Sick and Safe Time or sick leave in order to qualify for paid leave.

C. Bereavement Leave. A maximum of five (5) days leave with pay will be granted per incident in the case of death of a spouse, domestic partner, parent, child, stepchild, fiancé, sibling, grandchild, in-law, grandparents, or member of the household.

1. One day's leave per incident with pay will be granted to attend the funeral of a relative, such as, uncle, aunt, cousin, or other relative for whom a five (5) day leave is not available.

2. The Director of Business Services may excuse an employee with pay for a day or a portion thereof to attend or take part in a funeral for whom bereavement leave would otherwise not be available.

3. The School District may, in its sole discretion, grant additional paid bereavement leave.

D. Personal Leave. Two (2) day's leave of absence with pay is earned each year for personal business. An employee may carry over up to two (2) personal leave days from one contract year to the next contract year, cumulative to four (4) days. Personal leave will be on the employee's honor and the District will not ask for details as to the nature of the personal leave. Except for emergencies, the prior approval of the Coordinator of Child Nutrition must be obtained.

E. Workers' Compensation Benefits: If an employee has accumulated sick leave absence, any absence as a result of a Workers' Compensation claim shall be deducted from that personal sick leave accumulation and the employee shall receive daily pay from the School District equal to regular pay. When compensation is paid by the Workers' Compensation insurance or compensation is paid from other School District paid or partially paid sources, such payment shall be deducted from any sick leave pay so that total pay received by the employee is equal to his/her regular pay. Sick absence shall be credited back to the employee in proportion to the amount of Workers' Compensation or other compensation paid.

It is the responsibility of employees so affected to deliver workers' or other compensation payments or a report of such payments to the Payroll Manager in the District Administrative Office. If an employee has exhausted sick leave absence, there shall be no compensation by the School District and the employee shall be entitled only to that provided by Workers' Compensation insurance or other compensation.

## ARTICLE VII

### CHILD CARE LEAVE

Extended leaves of absence without pay may be granted up to one (1) calendar year, at the discretion and upon approval of the School District, for the purpose of full-time care of a newborn or newly adopted child.

- A. Application for an unpaid extended child care leave shall be made in writing to the Director of Business Services at least ninety (90) days prior to the beginning of the proposed leave. This application shall include the following:
  - 1. Purpose of the unpaid extended leave of absence.
  - 2. Proposed beginning date of the leave of absence.
  - 3. Proposed return date of the leave of absence.
  - 4. In pregnancy cases, an attached statement from the physician indicating the expected date of delivery.
- B. The School District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year, i.e., quarter or semester break, end or beginning of school year, or the like.
- C. While on an unpaid child care leave, an employee may continue to participate in all insurance programs for which the employee is eligible, if permitted by the insurance policy provisions, but must pay the entire cost of the premiums monthly in advance until returning to active work.
- D. The employee shall submit to the Director of Business Services a written statement of intent to return to active work not less than forty-five (45) days prior to the approved date of return, or by May 1 if the approved date of return is the beginning of the following school year.
- E. An employee returning from an extended leave shall be returned to the position held at the time the leave commenced, or if not available, to any other position for which such employee is qualified provided:
  - 1. that the position has not been abolished, and,
  - 2. that the employee is not physically or mentally disabled from performing the duties of such position.

**ARTICLE VIII**

HOLIDAYS/WORK YEAR

- A. Work Year. The number of work days will be established annually prior to the opening of school.
- B. Holidays. Employees shall receive the following as paid holidays with compensation based upon the number of hours the employee is regularly scheduled to work on a normal work day. Floating holidays must be used on days when school is not in session, and a non-student contact day, and must be approved in advance by the Coordinator of Child Nutrition. Floating holidays not utilized prior to May 31, will be reimbursed at the regular daily rate.

Employees Who Work 30  
Or More Hours Per Week

Employees Who Work At  
Least 20 But Less Than 30  
Hours Per Week

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Thanksgiving Day  
Christmas Day  
New Year's Day  
Memorial Day  
(3) Floating Holidays

Thanksgiving Day  
Christmas Day  
Memorial Day  
(1) Floating Holiday



## ARTICLE IX

### FRINGE BENEFITS

Fringe benefits "A" through "C" apply to full-time cooks. "D" through "I" applies to all cooks and part-time cooks. The School District will however, grant part-time cooks one-half (1/2) of the full time health benefit provided that the employee works at least twenty (20) hours weekly and is hired as a regular employee.

- A. Health Insurance. Effective July 1, 2023, the School District will make the following contributions towards the health insurance premium of for each full-time employee enrolled in the School District offered health insurance plans:

Single (E)	90 percent of Plan C premium
Employee Plus One (E+1)	80 percent of Plan C premium
Family	75 percent of Plan C premium

The employee may apply the School District's contribution towards any plan in which the employee enrolls. The employee is responsible for any premium amount above the School District's contribution. The employee's share is to be paid via payroll deduction.

- B. Term Life Insurance: The School District will provide term life insurance in an amount equal to that of the employee's salary to the nearest thousand dollars. The employee may purchase a matching amount of term life insurance at the prevailing group rate, provided that he/she is designated as insurable for supplemental life insurance by the School District's current insurance company.
- C. Long Term Disability: The School District will pay for the full premium for Long Term Disability protection to full salary coverage (benefit 2/3 salary). The full time cook may elect to pay for this coverage through payroll deduction or may elect to have the School District pay the full premium. If the full time cook elects the method of payroll deduction, an amount equal to these premiums will be paid as salary.
- D. Uniform and Shoe Allowance: An annual allowance of up to \$170 per year will be provided for cooks working thirty (30) or more hours per week for the uniforms and shoe allowance. Receipted bills must be submitted to the Bookkeeper no later than April 30 each year.

An annual allowance of up to \$140 per year will be provided for all kitchen personnel working a short-hour schedule (less than

thirty (30) hours) for uniforms and shoes. Receipted bills must be submitted to the Bookkeeper no later than April 30 each year.

The School District will also provide each employee with two (2) uniform tops each year, at no cost to the employee. When the District significantly alters the style of uniform shirts, the District will provide two (2) new shirts to each employee.

E. Registration Fees & Mileage: Employees attending workshops and food service conventions, approved in advance by the Coordinator of Child Nutrition and Director of Business Services, will be reimbursed for registration fees and mileage costs. The mileage rate will be the current Internal Revenue Service reimbursement rate.

F. Matching Annuity. An eligible cook may participate in the District's matching annuity program as provided in Minnesota Statute 356.24 subd. 1 (5)ii. Subject to the provisions contained herein.

1. District Contribution. The maximum school year District contribution shall be based on matching a food service employee's contribution per the following:

Zero (0) through three (3) years in ISD 278	\$ 0
Four (4) through nine (9) years in ISD 278	\$200
Ten (10) through fourteen (14) years in ISD 278	\$300
Fifteen (15) through nineteen (19) years in ISD 278	\$400
Nineteen plus (19+) years in ISD 278	\$600

"Years of Service" includes all employment within the District (whether inside or outside this bargaining unit). "Years of Service" contribution levels increase when an employee begins her/his fourth, tenth, fifteenth, or twentieth year of service.

2. The District match cannot be accumulated and all provisions of the matching annuity are subject to applicable code provisions of Minnesota, Internal Revenue Code 403(b), but not subject to the Grievance Procedure in Article XV.

3. The District's maximum lifetime contribution shall be no more than \$12,500.

G. Sick Leave Sell Back: All employees with eighty (80) unused sick days, or more, may elect to sell back to the District up to five (5) days of unused sick leave once annually. The amount will be

calculated at fifty percent (50%) of the cooks' regular pay per day. The cook will receive the money as a cash payout.

- H. Dental Insurance: The School District will offer dental insurance to all employees. The District will pay 100 percent of the premium for employees who enroll in the plan.

## ARTICLE X

### EXTENDED/UNPAID LEAVES OF ABSENCE

- A. Application. An applicant for a leave of absence of up to one (1) year shall be made in writing to the Director of Business Services at least thirty (30) days prior to the beginning of the proposed leave, setting forth the reason for the requested leave. No such leave shall be granted unless expressly authorized by the Director of Business Services or his/her designee in writing.
- B. Consideration of Request. In considering such leave request, the School District shall give consideration to the reason for the request, the effect on the system, the availability of a substitute, and other factors, which may be deemed relevant by the School District. The granting or denying of such leave request shall be at the discretion of the School District.
- C. Provisions Governing Extended Leaves. The following provisions shall govern employees on extended leaves:
1. An employee on approved leave shall maintain the original seniority date, but shall not gain credit for advancement on the salary schedule, for vacation time, seniority, or any provision related to years of service.
  2. Extended leaves shall be without pay.
  3. The rules and regulations of Public Employees Association (PERA) shall govern an employee taking an extended leave.
  4. An employee on an approved leave, who has worked full time, is eligible to participate in the hospital medical group insurance program but must pay in advance the premium for such program, commencing with the beginning of the leave, if permitted under the provisions of the insurance policy.
  5. An employee who returns from an extended leave shall retain all previous experience credit and the unused sick and personal business leave accumulated from previous years.

An employee returning to work after having been on a 30 day or longer extended leave will return to employment with the district to any job opening, and would not be eligible to bid on new job postings for the length of time the employee was on leave. All positions that are open because of a special leave of an employee shall be posted, except the Head Person positions, which are Managerial. A person awarded the position that was open because of special leave, if such person was from within the organization, shall not be replaced in that position by the former employee on leave when the employee returns to work.

## **ARTICLE XI**

### JURY DUTY LEAVE

Paid Leave of Absence is authorized for any School District No. 278 employee who is required to serve on Jury Duty or act as a witness in court pertaining to School District No. 278.

The amount of wages (excluding mileage) that an employee receives for serving on Jury Duty and/or as an above witness during employee's regular work hours shall be deducted from said employee's regular School District No. 278 salary or the employee may reimburse the School District for the amount received. This procedure will result in an employee receiving no loss of regular salary when on said Leave of Absence.

Cooks are required to submit for verification to the Payroll Manager all of the following documents immediately after receiving them, when on above Leave of Absence: Jurors Summons, Notice to Report for Jury Duty, Compensation Checks for Jury Duty (including verification showing dates paid for and breakdown between wages and mileages), etc.

## **ARTICLE XII**

### PHYSICAL EXAMINATION

Physicals may be requested by the Administration. These will be paid by the School District.

All cooks shall also take such tests and provide such reports as to their health (e.g., freedom from tuberculosis) as is required by statues, rules or regulations promulgated by the State of Minnesota or any agency or department thereof.

## ARTICLE XIII

### LAYOFF AND RECALL

- A. Layoff and Recall by Seniority: If an employee's position is eliminated or hours are reduced by 10% or more, the employee shall have the right to displace the least senior employee in his/her classification or the least senior employee in a lower classification. Under no circumstances may an employee displace another employee in a higher job classification level.
- B. Recall: Employees on layoff will be recalled to work, as jobs at their classification level or below becomes available, in the reverse order of layoff. The last employee laid off will be the first rehired. The absence of an employee because of sickness, vacation or leave of absence of three (3) months or less will not be considered an available position.

Notice of recall shall be mailed to the employee at the home address provided to the District by the employee. The District shall provide the Union with a copy of the recall notice at (or before) the time of mailing to the employee. The employee shall accept or reject the recall (a) within five (5) calendar days after notice of recall during the school year or (b) within ten (10) calendar days during summer when school is not in session. Refusal to accept recall results in a forfeiture of seniority rights under this Section, provided the position offered is within the employee's job classifications. The refusal to accept an open position of lesser status (including fewer hours or in a lower paid classification) shall not result in the loss of seniority rights.

This Section shall apply both to an employee who is in layoff status and to an employee whose hours were reduced pursuant to Section A.

- C. Notice of Layoff or Reduction in Hours. An employee shall be notified of layoff or reduction in hours at least two calendar weeks in advance of the effective date of the layoff or reduction in hours.
- D. Seniority List: An employee shall acquire seniority based on date of hire after completion of the employee's one (1) year probationary period. The School District will prepare a seniority list, which will be prepared before November 15<sup>th</sup> of each year. The seniority date assigned to each employee will be the first day of continuous service and will not include substitute work.

E. Job Postings: All persons on layoff will be provided with job posting notices by email and U.S. Postal Service mail.

F. Termination of Seniority Rights: An employee's seniority rights terminate upon the earliest of the following events:

1. discharge, resignation, or retirement;
2. failure to return to work upon expiration of leave of absence;
3. layoff without recall for a period from the employee's last day of actual work for the School District equal to the employee's length of active service, or one (1) year, whichever is less; or
4. failure to give written notice accepting recall within five (5) days after notice of recall when school is in session and fourteen (14) days when school is not in session.

## **ARTICLE XIV**

### GRIEVANCE PROCEDURE

A. Definition:

- a. A "grievance" shall mean a written complaint by an employee, group of employees, or the Union that there has been a violation, misinterpretation, or misapplication of the Contract or of board policy or practice, or that there has been unfair or inequitable treatment of the grievant by the School District.
- b. A "day" as expressed in this Article shall mean weekdays only and shall not include weekend days or holidays recognized by Minnesota State Law.

B. Time Limitation and Service. Grievances shall not be valid for consideration unless the grievance is served upon the School District's designee within fifteen (15) days following knowledge of the act or condition which is the basis of the complaint. A grievance is served on the date on which it is mailed via U.S.P.S. certified mail, faxed, or personally served. The date of the event giving rise to the grievance or to an appeal shall not be counted in the timeline calculation. The grievant may file a grievance at Step 1 and proceeding through each succeeding step until the grievance has been resolved.

C. Waiver. Failure to file a grievance within the fifteen (15) day period shall be deemed a waiver of the grievance. Failure by the grievant at any step to appeal a grievance to the next step within the specified time limit shall be considered acceptance of the decision at that step. Likewise, failure by the School District at any step to communicate a decision within the specified time limit shall permit the grievant to proceed to the next step. If the District fails to issue a decision within the specified timeline, the grievance shall be deemed denied and the timeline to file an appeal shall begin to run commencing with the final day on which the District might otherwise have responded.

D. Extension. Time limits specified in this Agreement may be extended by mutual written agreement.

E. Time Limits. The time limits for decision or appeal of each step of the grievance process are as follows:

- Step 1 - five (5) days for decision and five (5) days to appeal.
- Step 2 - ten (10) days for decision and ten (10) days to appeal.
- Step 3 - ten (10) days for decision and ten (10) days to appeal to arbitration.



F. Steps.

Step 1 - Coordinator of Child Nutrition

Step 2 - Director of Business Services

Step 3 - Board of Education or its representative (Notice of appeal to Step 3 shall be served upon the Superintendent.)

Step 4 - Arbitration. The notice of appeal to arbitration must be made in writing to the Director of Human Resources within ten (10) working days of receipt of the Step 3 decision. The appealing party shall request that the Bureau of Mediation Services provide a list of arbitrators. The parties shall alternately strike names from the list until one arbitrator remains and is selected. The arbitrator's award shall be final and binding upon the parties.

Arbitration Hearing: The arbitration shall be heard by a single arbitrator. At hearing, both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issue before the arbitrator.

Arbitrator's Decision: The decision by the arbitrator shall be rendered within 30 calendar days after the close of the hearing. Decisions by the arbitrator in cases properly before him / her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions provided for by the P.E.L.R.A.

Arbitration Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representative, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording of the hearing shall be made at the requests of either party. The cost of the transcript or recording shall be paid for by the requesting party. The parties shall equally share fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

G. Union Representation, Intervention, and Initiation: All employees shall have the right of Union representation at each step. The Union shall have the right to intervene and present its position at any step in the grievance procedure. The Union itself may initiate a grievance on any matter affecting the application or

interpretation of this Contract.

- H. Reprisals: No reprisals shall be invoked against any employee for processing a grievance.

## ARTICLE XV

### DEFINITIONS

- A. P.E.L.R.A.: The abbreviation "PELRA" shall mean the Public Employment Labor Relations Act of 1971 as amended.
- B. Terms and Conditions of Employment: The term, "terms and conditions of employment" shall mean the hours of employment, the compensation therefore, including fringe benefits except retirement contributions or benefits other than School District payment of, or contributions to, premiums for group insurance coverage for retired employees or severance pay, and the School District's personnel policies affecting the working conditions of the employees.
- C. Board Policies: The term "Board policies" shall mean those policies as set forth in the official "Board Policies Manual."
- D. Day: A "day" shall mean weekdays only and shall not include weekend days or holidays recognized by Minnesota State law.
- E. Board: The word "Board" shall mean the Board of Education of Orono Independent School District 278.
- F. School District or District: For purposes of administering this Agreement, the words "School District" or "District" shall mean the Board or its designated representatives.
- G. Employee(s): The word "employee(s)" shall mean all persons included in this bargaining unit who are employed by the School District unless otherwise defined in a specific section of this Agreement.
- H. Exclusive Representative or Union: The words "Exclusive Representative" or "Union" shall mean Service Employees International Union Local 284.

**ARTICLE XVI**

DURATION AND EFFECT OF CONTRACT

- A. Term of Contract: This Contract shall become effective on July 1, 2023, and shall continue in full force and effect to and including June 30, 2026, and thereafter until a new contract is ratified.
  
- B. Effect of Contract: Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Contract, are hereby suspended.
  
- C. Severability: If any part, term or provision of this Agreement is held to be illegal, in conflict with any law or otherwise invalid, the remaining portion or portions shall be considered severable and not be affected by such determination, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provisions held to be illegal or invalid. The Parties agree to meet-and-negotiate impact if any part, term or provision of this Agreement is severed under this section.

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

SCHOOL SERVICE EMPLOYEES  
LOCAL NO. 284

INDEPENDENT SCHOOL  
DISTRICT NO. 278

\_\_\_\_\_  
Business Agent

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Union Steward

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Chief Board Negotiator

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**MEMORANDUM OF UNDERSTANDING**

Between  
Service Employees International Union Local 284 (“Union”)  
And  
Independent School District No. 278 Orono Public Schools (“District”)

**June 2024 One Time Payment**

The District will make a one-time payment to each employee for the dedication and effort necessary to implement lunch program changes during the 2023-2024 school year. The maximum payment will be \$750 and will be pro-rated for the number of contracted days during the 2023-2024 school year (e.g., 178 contracted days = \$750; 89 contracted days = \$375).

FOR:  
Service Employees International Union  
(SEIU) Local 284

FOR:  
Independent School District No.  
278  
Orono Public Schools

\_\_\_\_\_

Steward

\_\_\_\_\_

School Board Chairperson

\_\_\_\_\_

Contract Organizer

\_\_\_\_\_

Chief Board Negotiator

\_\_\_\_\_

Date

\_\_\_\_\_

Date

**MEMORANDUM OF UNDERSTANDING**

Between  
Service Employees International Union Local 284 (“Union”)  
And  
Independent School District No. 278 Orono Public Schools (“District”)

**Earned Sick and Safe Time – Food Service Personnel**

WHEREAS, the District and the Union have engaged in negotiations regarding the terms of the Educational Support Personnel Master Contract effective from July 1, 2023, through June 30, 2025; and

WHEREAS, Effective January 1, 2024, Minnesota's earned sick and safe time law requires employers to provide paid Earned Sick and Safe Time (“ESST” or “Sick and Safe Time”) leave to employees who work in the State for reasons related to personal, or family member exigencies, as defined in Minnesota Section 181.9447 (See Appendix A); and

WHEREAS, employees who work at least eighty (80) hours in the work year shall be eligible to accrue and use ESST leave as per the guidelines set forth in this MOU and Minnesota Statute Section 181.9447; and

WHEREAS, for purposes of this MOU and implementation of Section 181.9447, the following definitions shall be utilized; “family member” is defined in Subdivision 7 of Minnesota Section 181.9445 (see Appendix B). “Work year” is defined by the School District’s fiscal year, beginning July 1, and ending June 30.

THEREFORE, BE IT RESOLVED, ESST leave shall accrue at the rate of one hour of leave for every nineteen (19) hours worked by the employee, up to a maximum of forty-eight (48) hours in a work year; and accruable year-over-year to a maximum allowable limit of eighty (80) hours. ESST leave time shall be posted by the first annual work day, based on each employee’s anticipated annual work hours. ESST leave hours will be added during the year for time worked beyond the initial allotment, which by formula would result in additional accrual.

FURTHERMORE, BE IT RESOLVED, employees may use accrued ESST leave for purposes, as outlined in the statute, and expressed in Appendix A of the Master Agreement; and

FURTHERMORE, BE IT RESOLVED, ESST use shall be regulated by certain restrictions. *Employees*

- A. May utilize up to, but may not exceed, the maximum allowable ESST limit within a work year;
- B. May not utilize more ESST leave time than available or accrued; and
- C. May only utilize sick leave time under traditional parameters applied prior to January 1, 2024, and as stated below in this MOU.

FURTHERMORE, BE IT RESOLVED, the balance of individuals’ ESST accrual remaining at the end of the year shall transfer forward to the next work year into a Sick and Safe Time Rollover leave category, except that at no time shall the ESST Rollover Leave category balance exceed 80 hours. ESST hours rolled over from the prior year that exceed 80 hours shall be subsequently transferred to employees’ respective Sick Leave balances.

Figure 1

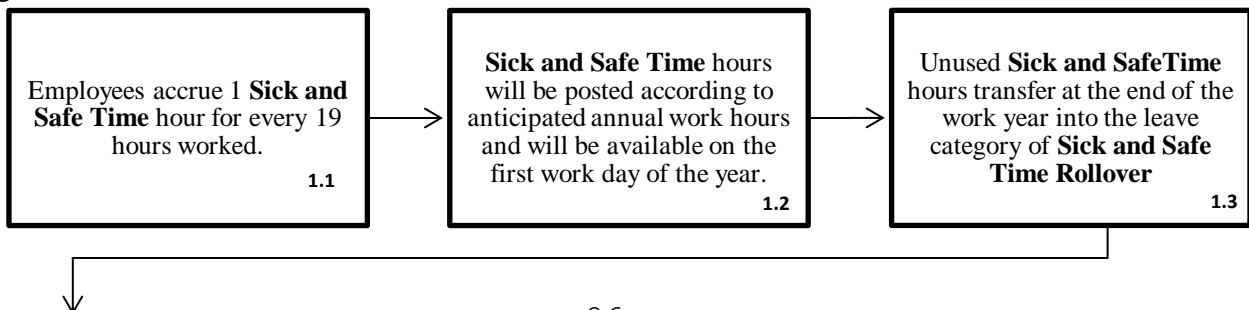
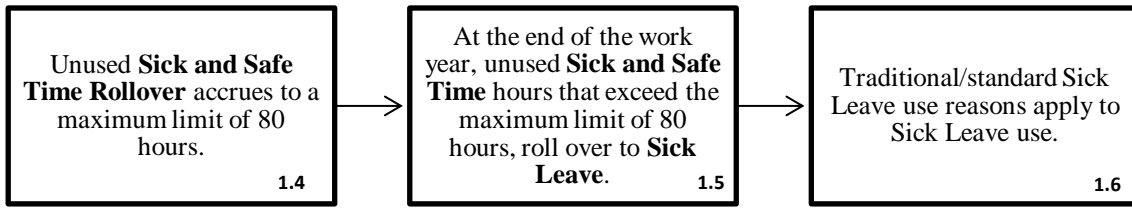


Figure 1 Continued



FURTHERMORE, BE IT RESOLVED, Sick Leave balances that existed prior to the enactment of this Memorandum, as well as any additional hours accrued through rollover (see 1.6 in Figure 1), may be used after ESST Leave Balances have been exhausted for absences due to these explicit purposes: personal illness or illness of or injury to the employee's child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary. Additionally, an employee may use accrued Sick Leave as Safety Leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or harassment or stalking. Safety Leave may be utilized for the same family members identified in this paragraph.

FURTHERMORE, BE IT RESOLVED, employees shall provide reasonable advance notice for the use of ESST leave, when feasible and the District reserves the right to request documentation after three consecutive workdays and consistent with statutory requirements; and

FURTHERMORE, BE IT RESOLVED that nothing in this MOU shall be deemed to establish a precedent or practice or to alter any established precedent or practice arising out of or relating to the Master Agreement between the District and the Union; and

FURTHERMORE, BE IT RESOLVED that this MOU shall be effective upon signature by both parties and shall remain in effect until the expiration of the current collective bargaining agreement. Any amendments or extension to this MOU shall be made in writing and agreed upon by both parties.

FOR:  
Service Employees International Union  
(SEIU) Local 284

FOR:  
Independent School District No. 278  
Orono Public Schools

\_\_\_\_\_  
Steward

\_\_\_\_\_  
School Board Chairperson

\_\_\_\_\_  
Committee Representative

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Contract Organizer

\_\_\_\_\_  
Chief Board Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## APPENDIX A

### Minnesota Statute 181.9447. USE OF EARNED SICK AND SAFE TIME

#### Subdivision 1. Eligible use.

An employee may use accrued earned sick and safe time for:

- (1) an employee's:
  - (i) mental or physical illness, injury, or other health condition;
  - (ii) need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or
  - (iii) need for preventive medical or health care;
- (2) care of a family member:
  - (i) with a mental or physical illness, injury, or other health condition;
  - (ii) who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or other health condition; or
  - (iii) who needs preventive medical or health care;
- (3) absence due to domestic abuse, sexual assault, or stalking of the employee or employee's family member, provided the absence is to:
  - (i) seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking;
  - (ii) obtain services from a victim services organization;
  - (iii) obtain psychological or other counseling;
  - (iv) seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault, or stalking; or
  - (v) seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking;
- (4) closure of the employee's place of business due to weather or other public emergency or an employee's need to care for a family member whose school or place of care has been closed due to weather or other public emergency;
- (5) the employee's inability to work or telework because the employee is: (i) prohibited from working by the employer due to health concerns related to the potential transmission of a communicable illness related to a public emergency; or (ii) seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and such employee has been exposed to a communicable disease or the employee's employer has requested a test or diagnosis; and
- (6) when it has been determined by the health authorities having jurisdiction or by a health care professional that the presence of the employee or family member of the employee in the community would jeopardize the health of others because of the exposure of the employee or family member of the employee to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

For the purposes of this subdivision, a public emergency shall include a declared emergency as defined in section 12.03 or a declared local emergency under section 12.29.

## APPENDIX B

### Minnesota Statute 181.9445. USE OF EARNED SICK AND SAFE TIME.

Subd. 7. Family member.

"Family member" means:

- (1) an employee's:
  - (i) child, foster child, adult child, legal ward, child for whom the employee is legal guardian, or child to whom the employee stands or stood in loco parentis;
  - (ii) spouse or registered domestic partner;
  - (iii) sibling, stepsibling, or foster sibling;
  - (iv) biological, adoptive, or foster parent, stepparent, or a person who stood in loco parentis when the employee was a minor child;
  - (v) grandchild, foster grandchild, or stepgrandchild;
  - (vi) grandparent or stepgrandparent;
  - (vii) a child of a sibling of the employee;
  - (viii) a sibling of the parents of the employee; or
  - (ix) a child-in-law or sibling-in-law;
- (2) any of the family members listed in clause (1) of a spouse or registered domestic partner;
- (3) any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and
- (4) up to one individual annually designated by the employee.



## APPENDIX C

### United States Title 29 Section 2611 Definitions (6) Health Care Provider

1. The Act defines “health care provider” as:
  - i. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; or
  - ii. Any other person determined by the Secretary to be capable of providing health care services.
2. Others “capable of providing health care services” include only:
  - i. Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X ray to exist) authorized to practice in the State and performing within the scope of their practice as defined under State law;
  - ii. Nurse practitioners, nurse midwives, clinical social workers and physician assistants who are authorized to practice under State law and who are performing within the scope of their practice as defined under State law;
  - iii. Christian Science Practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts. Where an employee or family member is receiving treatment from a Christian Science practitioner, an employee may not object to any requirement from an employer that the employee or family member submit to examination (though not treatment) to obtain a second or third certification from a health care provider other than a Christian Science practitioner except as otherwise provided under applicable State or local law or collective bargaining agreement.
  - iv. Any health care provider from whom an employer or the employer’s group health plan’s benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits; and
  - v. health care provider listed above who practices in a country other than the United States, who is authorized to practice in accordance with the law of that country, and who is performing within the scope of his or her practice as defined under such law.