

Master Agreement

between

**Independent School District No. 477
Princeton, Minnesota**

and

Princeton Food Service Employees

July 1, 2024 - June 30, 2026

TABLE OF CONTENTS

ARTICLE I
PURPOSE 3

ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE.....3

ARTICLE III
DEFINITIONS3

ARTICLE IV
DISTRICT RIGHTS3

ARTICLE V
EMPLOYEE RIGHTS.....4

ARTICLE VI
RATES OF PAY.....6

ARTICLE VII
GROUP INSURANCE7

ARTICLE VIII
LEAVES OF ABSENCE8

ARTICLE IX
HOURS, TYPES OF SERVICE AND CONDITIONS OF EMPLOYMENT12

ARTICLE X
TERMINATION OF EMPLOYMENT.....15

ARTICLE XI
SENIORITY RIGHTS16

ARTICLE XII
PHYSICAL EXAMINATION.....17

ARTICLE XIII
TAX SHELTERED PLAN17

ARTICLE XIV
GRIEVANCE PROCEDURE18

ARTICLE XV
DURATION.....21

FOOD SERVICE CONTRACT

ARTICLE I

PURPOSE

Section 1. Parties: THIS AGREEMENT IS ENTERED INTO BETWEEN Independent School District No. 477, Princeton, Minnesota, hereinafter referred to as the School District, and the Service Employees Union Local #284, hereinafter referred to as the 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 food service employees during the duration of that agreement.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A.: The School Board recognized the Service Employees Union, Local #284, as the exclusive representative for the food service employees, employed by the School Board of Independent School District No. 477, which exclusive representative, shall have those rights and duties as prescribed by the P.E.L.R.A. of 1971, as amended, and in certification by the Commissioner of Mediation Services, if any.

ARTICLE III

DEFINITIONS

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

Section 2. Description of Appropriate Unit: For purposes of this agreement, the term food service employees shall mean all persons in the appropriate unit employed by the school board in such classifications excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed 14 hours per week or 35% of the normal work week, employees who hold positions of temporary or seasonal character for a period not in excess of 67 working days in any calendar year and emergency employees.

Section 3. School District/Board: For purposes of administering this agreement, the term "School District" or "School Board" shall mean the School Board or its designated representative(s).

Section 4. Other Terms: Terms not defined in this agreement shall have those meanings as defined by the P.E.L.R.A. of 1971.

ARTICLE IV

DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: The exclusive representative recognizes that the District 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 District 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 Law, Rules, and Regulations: The exclusive representative recognizes that all employees covered by this agreement shall perform the services and duties prescribed by the District and shall be governed by the laws of the State of Minnesota, and by the District rules, regulations, directives and orders issued by properly designated officials of the school district. The exclusive representative also recognizes the right, obligations and duty of the District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the District insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this agreement and recognizes that the District, all employees covered by this agreement and all provisions of this agreement are subject to the laws of the state. Any provisions 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.

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 their 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 of 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 District.

Section 3. Request for Payroll Deduction, Authorization and Remittance: Employees have the right to request and be allowed payroll deduction for the Union and for the Union's political action committee. The District will commence deductions within thirty days of receiving notice from the Union of the authorized deduction(s). The District will remit deductions to the Union within thirty days of the deduction.

The notice will include certification from the Union that the Union has and will maintain a signed authorization from the employee for whom deductions will be made. A valid signed authorization includes, but is not limited to, an electronically signed authorization. The District may require a copy of the signed authorization form only if a dispute arises about the existence or terms of the authorization. The dues deduction authorization remains in effect until the District receives notice from the Union that an employee has changed or canceled their authorization in writing in accordance with the terms of the original authorizing document.

The Union will indemnify the District for any successful claims made by an employee for unauthorized deductions made in reliance upon certification or information received from the Union.

Section 4. New Employee Information: Within twenty (20) calendar days from the date of hire of an employee, the District will provide the following contact information to the Union: name, job title, worksite location (including location within a facility when appropriate), 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, number of duty days contracted for, and whether the position is a nine (9) month or twelve (12) month assignment. The District will provide this information to the Union in a format acceptable to the Union.

On request and every 120 calendar days the District shall provide to the Union in an Excel file or similar format agreed to by the Union the following information for all bargaining unit employees: name; job title; worksite location, including location within a facility when appropriate; home address; work telephone number; home and personal cell phone numbers on file with the District; date of hire; and work email address and personal email address on file with the District.

The District must notify an exclusive representative within twenty (20) calendar days of the separation of employment or transfer out of the bargaining unit of a bargaining unit employee.

Section 5. Union Orientation: The School District will provide the Union steward with the name and work location of each new employee when that employee begins work with the school district. The School District will also provide the union steward's name and work location to each new employee.

The District will allow a Union designated representative to meet in person with newly hired employees for thirty minutes within thirty calendar days from the date of hire, during new employee orientations or (if the District does not conduct new employee orientations) at individual or group meetings. All employees participating in these meetings will be in pay status. The District will provide at least ten days notice in advance of an orientation. Meetings may be held virtually or for longer than 30 minutes only by mutual agreement of the District and the Union.

Section 6. Union Access: The District will allow the Union to communicate with bargaining unit members using their employer-issued email addresses regarding collective bargaining, the administration of the collective bargaining agreement, the investigation of grievances, other workplace-related complaints and issues, and internal matters involving the governance or business of the Union, consistent with the District's generally applicable technology use policies.

The District will allow the Union to meet with bargaining unit members in District facilities regarding collective bargaining, the administration of the collective bargaining agreement, grievances and other workplace-related complaints and issues, and internal matters involving the governance or business of the Union, provided such use does not interfere with the District's business operations.

**ARTICLE VI
RATES OF PAY**

Section 1. Rates of Pay:

Subd. 1. The wages and salaries reflected in Schedule A attached hereto, shall be part of the agreement for the period commencing July 1, 2024, through June 30, 2026.

Subd. 1a. Longevity: Longevity pay shall be \$0.40 per hour and shall be added to the top step of the appropriate schedule after 15 years of consecutive service in the district.

Subd. 2. Increments: The District may withhold the increment in individual cases where there is a demonstrable deficiency in the performance of the employee, provided the employee affected shall receive notice of such action to withhold advancement on the rate progression sequence within thirty (30) days prior to the employee's increment movement date.

Subd. 3. Extra Pay: Compensation will be made for extra hours, depending on the nature of the activity taking place. In cases of substituting for another cook who works longer, the same policy will be in effect. All employees (not including substitutes) assuming duties in a higher classification shall receive the applicable rate of pay for that classification at the same step they are on in their own classification. When cooks are employed by community or school organizations, they shall be paid at their regular hourly rate paid during the school year.

Subd. 4. Summer Pay: Compensation for summer work shall be paid at the rate of pay assigned to the position worked.

Subd. 5. 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. 6. Payment and Period of Employment: All pay will be on a time card basis and paid according to the number of actual hours worked. Pay periods will be on the fifteenth (15th) and the last day of each month or on the preceding Friday when either date falls on a Saturday or Sunday.

Subd. 7. Full Time Employees: For the purpose of defining an employee who is full time, the term "Full Time Employee" shall include any employee working thirty (30) hours or more per week for more than 100 working days.

Subd. 8. Comparable Worth: During the term of this agreement, the School District may unilaterally increase the wages of any member(s) of the unit, in response to notification from the Commissioner of EMPLOYEE RELATIONS that the School District is not in compliance with the requirements of M.S. 471.991.

**ARTICLE VII
GROUP INSURANCE**

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

Section 2. Health and Hospitalization Coverage:

Subd. 1. Health Coverage: Coverage shall be provided for all eligible employees who are enrolled in the school district group health and hospitalization plan. The cost of the insurance premium which is not contributed by the school district shall be paid by the employee through payroll deduction. The annual district contribution toward health plans shall be at the same rate as the Princeton Paraprofessional Association agreement based on contract year effective July 1st.

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

Section 4. Duration of Insurance Contribution: An employee is eligible for board contributions as provided in this article as long as the employee is employed by the school district. Upon termination of employment, all board participation and contribution shall cease, effective on the last paid working day.

Section 5. Eligibility: Benefits provided in this article are designed for full-time personnel as described in Article VI, and shall not apply to part-time personnel.

Section 6. Term Insurance: The District shall provide group term life insurance for each food service employee working fifteen (15) hours per week, in the amount of \$50,000.00.

Section 7. Long-Term Disability: The District shall provide group long-term disability insurance for all full-time employees as defined in Article VI, Section 1, Subd. 6.

Section 8. Dental Insurance: The School District shall contribute a sum equal to the amount contributed in the Princeton Paraprofessional contract towards group dental coverage for employees who are working 30 hours per week or more and who are enrolled in the School District's group dental plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. Employees must work at least 30 hours per week to be eligible for this Section.

**ARTICLE VIII
LEAVES OF ABSENCE**

Section 1. Sick Leave:

Subd. 1. All employees shall earn sick leave on a prorate hourly basis; rate will be one (1) day for each month of service in the employ of the school district.

Subd. 2. Unused sick leave days may accumulate to a maximum credit of 160 days of sick leave per employee.

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

a. Pursuant to MN Statute 181.9413, employees may use accumulated sick leave benefits for absences due to safety leave for 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 and on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury.

b. Safety Leave: assistance to the employee or assistance to the relatives of an employee for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking. (MN Statute 181.9413).

c. The District may limit the use of safety leave benefits provided by the District for absences due to a safety leave for relatives as outlined above, to no less than one-hundred sixty (160) hours in any twelve (12) month period. This does not apply to the illness or injury of a child, as defined by MN Statute 181.940, subdivision 4.

Subd. 4. For absences of more than 3 consecutive days prior to returning to work, the 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 District.

Subd. 5. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 6. Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Subd. 7. 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. 8. Beginning September 1, 2022, employees will receive contributions into an HRA for unused accumulated sick leave days. Participation is mandatory. The district will contribute the following amounts into an HRA account based off the following unused accumulated hours of sick leave at the end of each academic school year.

Number of Unused Accumulated Sick Leave Hours	Annual District HRA Contribution Amount
200 hours	\$200
325 hours	\$300
450 hours	\$400
650 hours	\$500

If an employee also has an HSA (Health Savings Account) the HRA will only cover approved dental and vision costs. Those restrictions will remain in place until retirement or selection of a different health plan option.

Section 2. Emergency Family Leave:

Subd. 1. An employee may be granted a leave of no more than five (5) days per year, (on a pro rate hourly basis) noncumulative, in the event of a death or serious illness of someone in the employee's immediate family

Subd. 2. The employee's immediate and step family shall be deemed to include spouse, children, father, mother, brother, sister, father-in-law, mother-in-law, grandparent, grandchildren, son-in-law, daughter-in-law, brother-in-law and sister-in-law.

Subd. 3. Request for emergency family leave must be made in writing, to the Superintendent of Schools, at least three (3) days in advance except, in the event of emergencies. The request shall state the reason for the proposed leave.

Subd. 4. The District may require an employee to furnish competent evidence of family illness in order to qualify for emergency family leave. However, the final determination as to the eligibility of an employee for emergency family leave is reserved to the District based upon competent medical evidence and the District reserves the right to refuse to grant such leave, if under the circumstances involved, the District determines that such leave should not be granted.

Subd. 5. In the event that a medical certificate will be required in a case of proposed family sick leave, the employee will be so advised.

Section 3. Emergency or Business Leave: Emergency leave and business leave for situations that arise requiring the employee's emergency attention which cannot be attended to outside of the normal workday may be granted to employees upon approval of the Superintendent of Schools, and shall be deducted from accumulated sick leave.

Section 4. Personal Leave: Four (4) personal days will be granted to unit employees upon written request to the Food Service Director. One (1) unused personal day per year may be carried over not to exceed (5) five days during any school year.

Subd. 1. Requests for personal leave must be made at least three (3) days in advance.

Subd. 2. No more than two (2) employees may be on personal leave on the same day. Personal leave will be granted on a first come first serve basis.

Subd. 3. No more than one (1) employee from the same building may be on personal leave on the same day.

Section 5. Paid Non-Duty Days: Each employee who has ten (10) consecutive working years of service with the district shall receive one day off, with pay. Each employee who has eleven (11) consecutive working years of service with the district shall receive two days off, with pay. The employee's normal daily hours will be considered when determining the non-duty days leave. The non-duty day will either be paid on the last paycheck of the work year if it has not been used prior to the end of the school year, or be taken as follows:

- 1) To be taken during non-student contact days
- 2) To be taken with the approval of the Food Service Director

Section 6. Paid Holidays: All employees, on a pro-rata basis, shall be granted up to eleven (11) holidays with pay per year.

Labor Day	Christmas Eve Day	President's Day
Thanksgiving Day	Christmas Day	Good Friday
Day after Thanksgiving	New Year's Day	Memorial Day
Juneteenth	July 4th-Independence Day	

Subd. 1. If a holiday falls on a Saturday, the preceding Friday will be observed. If on Sunday, the following Monday.

Subd. 2. Double time shall be paid for any work performed on a holiday in addition to the holiday pay.

Subd. 3. Only staff that are scheduled to work during Juneteenth and July 4th-Independence day will receive pay for these holidays.

Section 7. P.E.R.A. Leave:

Subd. 1. An employee on (approved) extended leave of up to one year, shall be reinstated in a comparable position, without loss of pay grade or seniority, provided they are mentally and physically qualified for the job.

Subd. 2. The District shall notify the office of the P.E.R.A. of any action taken pursuant to this section and shall annually notify said office relative to summer layoffs.

Section 8. Child Care Leave:

Subd. 1. A child care leave may be granted by the school district according to the provisions of this section. Child care leave may be granted because of the need to prepare and provide parental care for a child or children of the cook for an extended period of time.

Subd. 2. A cook making application for child care leave shall inform the superintendent in writing of intention to take the leave at least three calendar months before commencement of the intended leave. In the event of an emergency, the school district has the right to waive or adjust the prior notification requirement.

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

1. Grant any leave more than twelve (12) months in duration.
2. Permit the cook to return to their employment prior to the date designated in the request for child care leave.

Subd. 4. A cook returning from child care leave shall be re-employed in a position for which he or she is qualified unless previously discharged or placed on unrequested leave. The school district will retain the authority for placement, however, an effort will be made to place the returning cook in a position comparable to the assignment prior to the child care leave.

Subd. 5. Failure of the cook to return on the date determined under this section shall constitute grounds for termination unless the school district and the cook mutually agree to an extension in the leave.

Subd. 6. The parties agree that the applicable periods of probation for cooks are intended to be periods of actual service, enabling the school district to have the opportunity to evaluate a cook's performance. The parties agree that periods of time for which the cook is on child care leave shall not be counted in determining the completion of the probationary period.

Subd. 7. A cook who returns from child care leave within the provisions of this section shall retain all previous experience credit, for pay purposes, and any unused leave time accumulated under the provisions of this agreement at the commencement of the beginning of the leave. The cook shall not accrue additional experience credit, for pay purposes, nor leave time during the period of absence for child care leave.

Subd. 8. A cook on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the cook wishes to retain, commencing with the beginning date of such child care leave. The right to continue participation in such group insurance programs, however, will terminate if the cook does not return to the district pursuant to this section.

Section 9. Worker's Compensation:

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

Subd. 2. A deduction shall be made from the employee's accumulated vacation or sick leave accrual time according to the pro rate portions of days or sick leave or vacation time which is used to supplement worker's compensation.

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

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

Section 10. Union Time-Off: An appointed or elected representative to a position of leadership in SEUI Local 284 shall be granted unpaid time away from their workplace upon approval of the Superintendent, in order to represent the membership of their bargaining unit. This representation furthers the improvement of Labor Management relations between the union and the school district and promotes constructive relationships.

ARTICLE IX

HOURS, TYPES OF SERVICE AND CONDITIONS OF EMPLOYMENT

Section 1. Basic Work Week: The work week shall be determined by the District and shall consist of five (5) consecutive days.

Subd. 1. Workday: In event of emergencies, the regularly scheduled workday may be changed by the supervisor of the employee.

Subd. 2. Daily Work Program: The individual employee daily work program, including starting and quitting times will be guided by the needs for best operation of the school building as determined by the supervisor.

Section 2. Procedures and Assignments: Work procedures and assignments shall be determined by the District.

Section 3. State Certification in Food Preparation Center: All full-time employees in the food preparation centers must have proper American School Food Service Certification after three years of employment as a full-time employee.

Section 4. Responsibilities: A head cook must be assigned at all schools where lunches are prepared. Duties of the head cook or cooks and the district food manager will be assigned by the district office.

Subd. 1. Production Reports: The completion of production reports at each full preparation kitchen will be required by the school district for its inventory control. The completion of the production report will be the responsibility of the head cook.

Section 5. Part-Time Employees: The District reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis.

Section 6. Shifts and Starting Time: All employees will be assigned starting time and shifts as determined by the District.

Section 7. Lunch Period: The full-time employees will be provided a paid duty free lunch period/break of 30 minutes per day. Meals eaten by food service personnel will be governed by the "Policy concerning Adult Meals", from the Minnesota Department of Education, Child Nutrition Section.

Subd. 1. Break Schedule for Part-time Employees: The part-time personnel will be provided the following lunch break schedule:

Less than five (5) hours per day - Lunch period break of 20 minutes.

Less than four (4) hours per day - Fifteen (15) minutes for break.

Less than three and one half (3 1/2) hours per day - No break time.

Section 8. Hours of Employment: Unless specifically canceled, school lunch will be served every day school is in session, Monday through Friday. Cooks will be required to stay a minimum number of hours at each school (unless part-time), as designated by the district office.

Section 9: Jury Duty or Testifying Under Subpoena

Subd 1. An employee who is called for jury duty or who is subpoenaed as a witness, will not suffer a salary deduction if they miss work, unless they are a criminal defendant. If an employee is a criminal defendant, they may use personal leave to be paid if they miss work.

Subd 2. While serving on jury duty or as a subpoenaed witness, the employee shall receive full salary and benefits.

Section 10. Banquet Work: With the exception of head cooks, all banquet work, including breakfast and other food related events (i.e., events other than normal breakfast and lunch such as large evening events) during the school year, will be on the basis of seniority on a district-wide basis with first offer going to those at the top of the list. In the event that not enough senior help is available, assignments to the job will be made beginning at the bottom of the seniority list. Additional \$4/hour to hourly wage shall be paid for evening banquet work.

The employees further agree that this extra work schedule is to be worked out by themselves as stated in this section and they further agree that they shall not file a grievance against the employer on any item in this section.

Section 11. Personal Vehicles: Food service personnel will not be asked to use their own vehicles for school business, except as authorized and mutually agreed upon and paid at the district's mileage rate.

Section 12. Clothing: Employees shall buy and maintain uniforms, which are either dress or pant suit type, that meet the requirements of the District. The employees will be paid the stipend amount stated on the salary page under "uniform allowance". A pro rate portion based upon the number of days remaining in the school year shall be deducted from the final paycheck of employees whose employment is terminated by discharge prior to the end of the school year, or upon resignation. A new employee shall be paid a pro rata uniform allowance based upon the formula of the remaining school days over the total cook work year. All food service employees shall wear appropriate hair/head coverings during their workday.

Payment of the uniform allowance will be made ten (10) working days after the receipts for proof of purchase and the required reimbursement stipend form have been filed with the district business office, but shall not be paid before August 15th in any year of the contract.

Section 13. Emergency Closing: Full-time employees who are not notified that there are school closings and report to work, will work three hours and be paid for six hours. Employees may use a personal day, paid non-duty day or an unpaid day for school closings due to unforeseen circumstances.

Section 14. Certification: Each employee who has successfully attained a level 3 certification from the School Nutrition Association (SNA) shall be paid an additional twentyfive (25) cents an hour.

Subd. 1. Tuition and Enrollment Fees: The School District will be financially responsible for the cost of providing the classes necessary to initially attain or maintain a level 1 to level 3 SNA certification.

Subd. 2. Course Approval: In order to be considered for reimbursement, all coursework must be approved by the Food Service Director prior to enrolling in the class. Employees must work one full year to be eligible for this provision.

Subd. 3. Financial Responsibility: Employees will be reimbursed for all approved tuition costs upon successful completion of the course. The School District's financial responsibility will cover the cost of tuition or enrollment fees and will include any necessary lodging, mileage, or meals associated with attending classes, upon prior approval by the Food Services Director.

**ARTICLE X
TERMINATION OF EMPLOYMENT**

Discipline Discharge and Probationary Period

Section 1. 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.

Section 2. Probationary Period - Change of Classification: In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of three (3) calendar months in any such new classification. During this three (3) month probationary period, if it is determined by the school district that the employee's performance in the new classification is unsatisfactory, the school district shall have the right to reassign the employee to their former classification.

Section 3. Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay or discharged only for cause. An employee who has completed the probationary period and is suspended without pay or discharged shall have access to the grievance procedure.

Section 4. Seniority Date: Employees shall acquire seniority upon completion of the probationary period as defined in this agreement and, upon acquiring seniority, the seniority date shall relate back to the first date of service. If more than one employee commences work on the same date, seniority ranking for such employees shall be determined by the school district.

Section 5. The employer shall have the right to impose disciplinary actions on employees for just cause.

Section 6. Disciplinary actions by the employer shall include the following actions and will normally take the course of #1, 2, 3 and 4, depending on the seriousness of the infraction.

- | | |
|----------------------|----------------------------|
| 1 - Oral reprimand | 3 - Suspension without pay |
| 2- Written reprimand | 4 - Discharge |

Section 7. Employees who are subjected to the above actions shall have the right to request that such actions be reviewed through the recourse of the grievance procedure.

**ARTICLE XI
SENIORITY RIGHTS**

Section 1. The purpose of seniority is to provide a declared policy as to the order of layoff and recall of employees. If an employee's position is eliminated or the hours are reduced below twenty-five (25) hours per week, the employee shall have the right to displace the least senior employee in the lower classification block. The displaced employee shall then have the right to displace the least senior person in the next lower classification block, if any. In no event shall an employee displace an employee with greater seniority.

LAYOFF CLASSIFICATION CHART

HEAD COOK
SECOND COOK
HEAD CASHIER
FULL TIME ASSISTANTS
PART TIME ASSISTANTS

If any opening subsequently occurs in the district, the employee with the most seniority within the classification block or the higher classification block shall be rehired. In no event shall the district be required to rehire an employee for a higher classification block than the employee has attained. When an employee has been granted a leave of absence by the District, the employee shall suffer no loss of seniority or job rights if the leave does not consist of more than twelve (12) calendar months. Recall rights under Article XI shall not exceed eighteen (18) cooking months from the date of layoff.

Section 2. Vacancies: Within five (5) days of the occurrence of new positions, changes of over one (1) hour per day annually in an existing position, or vacancies, it shall be the responsibility of the administration to post notice of such new position or vacancies of more than thirty (30) days duration in the kitchen area of all buildings for a period of five (5) working days. In the event it is necessary to post a position during periods of planned layoff all employees shall be mailed and emailed a copy of the posting to their home address. Applicants must submit their bids in writing prior to the expiration of the vacancy notice. The administration shall notify the selected applicant within ten (10) days after close of posting.

Subd. 1. Final decision for employment advancement, transfer or promotion will be made by the District, consistent with the qualifications and requirements of the operation.

Subd. 2. There shall be no "bumping" from one position to another.

Subd. 3. There will be no postings of new supervisory positions or vacancies in such positions.

Subd. 4. An employee who successfully posts for another job, will not be eligible to post for subsequent vacancies for a period of twelve months following the effective date of transfer to the job for which they posted. This twelve month provision may be waived by the District in the interest of efficient operation.

Section 3. Transfers: Employees may be transferred from building originally assigned.

**ARTICLE XII
PHYSICAL EXAMINATION**

Section 1. All new employees shall be required to undergo a physical examination at the expense of the school district.

Section 2. Physician Statement A physician statement of fitness with notation of any physical defects must be filed in the office of the superintendent as a pre-employment requirement, and as a record for reference in possible compensation insurance claims.

Section 3. Any employee whose condition of physical or mental health is thought to be adverse to the welfare of pupils or other employees, may be required to undergo a health examination by a licensed physician, at the expense of the school district. The procedures to be followed under this section are to be in accordance to procedure stated in M.S. 125.12, Subd. 7.

**ARTICLE XIII
TAX SHELTERED PLAN**

Section 1. Tax Sheltered Plan:

Subd 1. All full-time employees are eligible for the provisions of this section. For purposes of this section, full-time shall be defined as thirty (30) hours per week. Upon initial hire, the employee will have thirty (30) days to submit a salary reduction authorization form to qualify for participation in the plan. Subsequent revisions to an employee's matching contribution will be permitted annually.

Subd 2. Employees employed less than full time, shall be allowed to participate on a prorated basis.

Subd 3. dates, amounts and years of service apply to Princeton Public Schools

Full Service years recognized September 1

Years of Service to ISD 477	Annual Match 2024-2025	Annual Match 2025-2026
0-5 years of Service	\$600	\$650
6-10 years of service	\$850	\$900
11+ years	\$1000	\$1000

**ARTICLE XIV
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 District 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 District may be represented during any step of the procedure by any person or agent designated by such party to act in their behalf.

Section 3. Definitions and Interpretations:

Subd. 1. Extension: Time limits specified in this agreement may be altered 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 this agreement.

Sub. 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 holiday, in which event the period runs until the end of the next day which is not a Saturday, or a Sunday, or a holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it bears a dated postmark of the United States mail within the time period.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the District's designee, setting forth the facts and the specific provision of the agreement allegedly violated and the particular relief sought within ten 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 District's designee.

Section 5. Adjustment of Grievance: The District 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 District designee shall give a written decision on the grievance to the parties involved within ten days after receipt of the written grievance.

Subd. 2. Level II: If the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing

within five days after receipt of the decision in Level I. If a grievance is properly appealed to the superintendent, the superintendent or their designee shall set a time to meet regarding the grievance within fifteen days after receipt of the appeal. Within ten days after the meeting, the superintendent or their designee shall issue a decision in writing to the parties involved.

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

Section 6. School Board Review: The school board reserves the right to review any decision issued under Level I or Level II of this procedure provided the school board or its representative notifies the parties of its intention to review within ten days after the decision has been rendered. In the event the school board reviews 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 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 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 B.M.S. to appoint an arbitrator, pursuant to M.S. 179.70, Subd. 4, providing such request is made within twenty days after request for arbitration. The request shall ask that the appointment be made within thirty days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the B.M.S. 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 of the 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 issues involved.
 2. Statement of the facts.
 3. Position of the grievant.
 4. The written documents relating to Section 5, Article XIV of the Grievance procedure.
- b. The school board may make a similar submission of information relating to 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 persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 6. Decision: The decision by the arbitrator shall be rendered within thirty days after the close of the hearing. Decisions by the arbitrator in cases properly before them, shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided for in the P.E.L.R.A. of 1971.

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.

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 XV
DURATION**

Section 1. Term and Reopening Negotiations: This agreement shall remain in full force and effect for a period commencing on July 1, 2024, through June 30, 2026, and thereafter until modifications are made pursuant to the P.E.L.R.A. of 1971, as amended. 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 agree, the parties shall not commence negotiations more than 90 days prior to the expiration of this agreement.

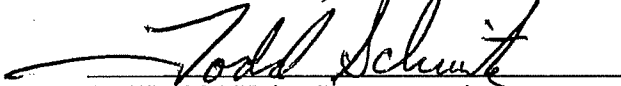
Section 2. Effect: This agreement constitutes the full and complete agreement between the District and the exclusive representative representing the employees. The provisions herein related to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to the terms and conditions of employment, whether or not referred to in this agreement, shall not be open for negotiation during the term of this agreement.


Section 4. Severability: The provisions of this agreement shall be severable and if any provisions thereof or the application of any such provisions under any circumstances is held invalid, it shall not affect any other provisions of this agreement or the application of any provisions thereof.

Section 5. Delivery: This contract shall be delivered to the employees covered within thirty (30) days of signature date.

FOR: **School Service Employees**
Local 284
450 Southview Blvd
So. St. Paul, Minnesota 55075



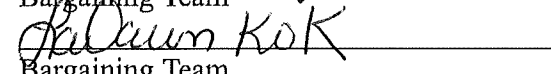
SEIU - 284 Union Representative



Bargaining Team

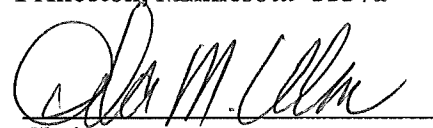


Bargaining Team



Bargaining Team

FOR: **Independent School District #477**
706 First Street
Princeton, Minnesota 55371



Chairperson



Clerk



Chief Board Negotiator

Dated this 14 day of Nov, 2024

Dated this 19th day of NOV, 2024

SCHEDULE A 2024-2046

FOOD SERVICE EMPLOYEES SALARY SCHEDULE

	Assistant 24-25	Head Cashier 24-25	2nd Cook 24-25	Head Cook 24-25
Year 1	18.18	20.56	21.56	23.50
Year 2	18.87	21.16	22.16	24.10
Year 3	19.60	21.80	22.80	24.75
Year 4	20.36	22.55	23.55	25.50

	Assistant 25-26	Head Cashier 25-26	2nd Cook 25-26	Head Cook 25-26
Year 1	19.18	21.56	22.56	24.50
Year 2	19.87	22.16	23.16	25.10
Year 3	20.60	22.80	23.80	25.75
Year 4	21.36	23.55	24.55	26.50

- 15 year Longevity \$0.40 per hour
- Secondary Building Head Cooks will receive an additional \$0.30 per hour
- Assistant Plus will receive an additional \$0.50 per hour
- Head Cashiers will receive an additional \$0.30 per hour
- Employees with Level 3 Certification shall be paid an additional \$0.25 per hour
- Uniform allowance as described in Article IX, Section 12 \$300.00

Attendance at meetings scheduled by the district, in addition to regular working hours, will be reimbursed at the regular hourly rate.

Letter of Intent:

The School District will provide the uniform allowance as a stipend on the second check in September for regular employees. New employees will receive a prorated stipend based on the date of hire. Food Service employees are responsible for meeting the dress code requirements provided by the Food Service Director. Food Service employees can work with the Food Service Director to order uniforms through a common vendor. Ultimately the Food Service Employee is responsible for meeting the requirements provided by the Food Service Director.