LABOR AGREEMENT

Independent School District No. 347
Willmar, Minnesota

And

Local 559, AFSCME, AFL-CIO
Food and Nutrition Services

2024-2025 & 2025-2026

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Independent School District No. 347
Willmar, Minnesota

and

Local 559, AFSCME, AFL-CIO

Food and Nutrition Services

This Agreement is entered into, by and between the Willmar Public Schools, Independent School District No. 347, hereinafter called the Employer, and Local No. 559, affiliated with the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter called the Union.

ARTICLE I - RECOGNITION

The Employer hereby recognizes the Union as the formal and exclusive bargaining agent for all Food and Nutrition Services employees of Independent School District No. 347, Willmar, Minnesota, whose employment service exceeds the lesser of 14 hours per week or 35 percent of the normal work week and more than 67 days per year, excluding supervisory and confidential employees. The school district recognizes MN Statute 179A.07.

ARTICLE II - SCHOOL DISTRICT RIGHTS

The Employer retains the full unrestricted right to operate and manage all staff, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify organizational structure; to select, direct and determine the number of personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by this Agreement.

ARTICLE III - TERMS & CONDITIONS

Terms and Conditions of Employment shall mean the hours of employment and the compensation for these hours of employment, including fringe benefits, and the Employer's personnel policies affecting the working conditions of employees, but does not mean educational policies of the School District or retirement contributions or benefits.

Section 1. Dues Check-Off

In recognition of the Union as the Exclusive Representative, the Employer shall deduct each pay period an amount sufficient to provide the payment of regular dues established by the Union from the wages of all employees authorizing in writing such deductions.

The Union shall provide the formula or schedule to calculate the actual dues deduction to the employer and will provide a spreadsheet that can be used to calculate the dues in an electronic format and transmit pertinent employee information necessary for the collection and administration of union dues. The employer shall remit such deductions to AFSCME Council 65.

Section 2. Fair Share

In the event federal law changes, or the Janus Supreme Court decision is reversed, any present or future employee who is not a Union member and who does not make application for membership shall, as a condition of employment, pay to the Union each month a service charge as a contribution toward the administration of this Agreement, in an amount certified by the Union.

The Union agrees to indemnify and to hold the school district harmless against any and all claims that may arise regarding the application of this article.

ARTICLE IV - HOURS OF SERVICE

1. **Full-Time Employee:** To be considered a full-time employee the employee shall be employed a minimum of thirty-five (35) hours a week exclusive of lunch and exclusive of temporary hours related to after-school programming.

   Part-Time Employee: To be considered a part-time employee the employee shall be employed a minimum of twelve (12) hours per week but less than thirty-five (35).

2. The workweek shall consist of forty (40) hours in five (5) consecutive days Monday through Friday. The workday shall consist of seven (7) consecutive hours, in accordance with established lunch schedules.

3. Less than twelve-month employees work only those days school is in session, plus those days before and after the regular school term designated by the Employer.

4. All employees will be assigned starting times and shifts as recommended and approved by the Director of Food and Nutrition Services in conjunction with the Head Cook. Employees shall be given five (5) days advance notice of any permanent changes in their starting times or shifts.

5. All hours worked in excess forty (40) hours per week, shall be compensated for at the rate of time and one-half (1 1/2), except for #6.

6. All time worked on Sunday shall be paid at the rate of double time. All time worked on a holiday to which the employee is entitled shall be paid at the rate of double time plus the employee's holiday pay.

7. Employees called back to work by a building or district administrator after completing their regular work shift and vacating the premises, excluding Sundays and Holidays, shall be paid at the rate of time and one-half, with a minimum of two (2) hours. A callback on a Sunday or Holiday shall be paid at double time (2x) rates, with a minimum of two (2) hours. If the callback assignment and the employee's regularly scheduled shift overlap, the employee shall be paid the callback time rate of one and one-half until she/he completes two (2) hours work. The employee shall be paid for the balance of his/her regular work shift at the regular rate.

8. All employees work schedules shall provide for fifteen (15) minute rest periods during each four hour shift. The rest periods shall be scheduled at the middle of each one-half shift whenever feasible and/or collectively between the employee and their supervisor.

ARTICLE V - HOLIDAYS

1. The following shall be recognized and observed as paid holidays for Head Cooks, Assistant Head Cooks, Second Cooks, and Coordinator positions:

   a) New Year's Day
   b) Good Friday
   c) Memorial Day
   e) Thanksgiving Day
   f) Thanksgiving Friday
   g) Christmas Day

d) Labor Day h) President's Day (if school is not in session)

3. If any of these holidays fall on Sunday, the following Monday shall be observed as the holiday. If any of these holidays fall on Saturday, the preceding Friday shall be observed as the holiday.

4. If any of these holidays fall on a scheduled student day, the District shall recognize the next non-student school day as the observed holiday.

5. Food and Nutrition Services personnel shall not be scheduled to work on holidays that are not listed in #1 in which the District office personnel are not scheduled to work.

6. If school is in session on Presidents' Day, employees will be paid their regularly scheduled hours as Holiday Pay. Holiday Pay does not count toward overtime.

ARTICLE VI - LEAVES OF ABSENCE

Section I: Sick Leave

1. All full-time school employees shall earn sick leave at the rate of one day per month based upon their assignment hours exclusive of temporary hours related to after-school programming. Sick leave shall be pro-rated for part-time employees and shall accumulate on a pro-rated basis.

2. Unused sick leave days may accumulate to a maximum of 120 days of sick leave per employee. Sick leave pay shall cease when the income protection insurance plan becomes operative at 90 days. Only employees with 30 hours or more per week on contract are entitled to income disability protection.

3. Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to illness which prevented his/her attendance at school and performance of duties on that day or days. Leave will be granted due to illness or injury of the employee, a dependent child including foster children, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or step-parent per State statute and/or federal law.

4. The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay, however the final determination as to eligibility of an employee for sick leave is reserved to the School District.

5. In the event that a medical certificate will be required, an employee will be advised within a reasonable time.

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

7. Sick leave pay shall be approved only upon submission of a request using the approved district process.

8. Employees who are absent because of illness shall notify their respective supervisors and follow the District's protocol for absences. Coordinators and Head Cooks shall report these absences to the Director of Food and Nutrition Services.

9. The School District will comply with the Family and Medical Leave Act of 1993.

Section II: Personal Leave

1. Head Cook, Assistant Head Cook, Second Cook and Coordinator positions, provided they work five (5) hours or more per day exclusive of temporary hours related to after-school programming, shall be granted two (2) days of personal leave per school year. Personal leave is a privilege accorded to those with needs that necessitate their absence from school. One (1) personal leave day may be carried over to the following year, to a maximum of three (3) days of accumulation and is not deducted from sick leave.

2. Request for personal leave must be made using the approved district process, one week in advance except in the event of emergencies. All leaves must have prior approval.

3. Personal leave shall not be granted for the day preceding or the day following holidays or vacations, for the first and last days of the school year, and for self-employment unless there are extenuating circumstances and approved by the Director of Food and Nutrition Services. No more than two employees may be absent on any one-day. Emergency personal leave shall not be counted in the total number of employees absent.

Section III. Bereavement Leave:

Bereavement leave shall be granted to an employee in the event of a death using the list below with the corresponding number of leave days. Part time employees are eligible for this benefit on a pro rata basis. (Note: step relationships are irrevocable)

Subdivision 1. Up to five (5) days (can be non-consecutive) will be granted for those listed in this subdivision.

- spouse
- parent (step), former guardian
- child (step), present or former legal dependent
- mother-in -law (step), father-in-law (step)
- sibling (step)
- son-in-law (step), daughter-in-law (step)

Subdivision 2. Up to two (2) days (can be non-consecutive) will be granted for those listed in this subdivision. In the event an employee is in charge of funeral arrangements a maximum of five (5) days (37.5 hours) of leave shall be granted.

- grandchild (step)
- grandparent (step) of employee and spouse
- brother-in-law (step), sister-in-law (step)

Subdivision 3. One (1) day of bereavement will be deducted from sick leave for those listed in this subdivision. In the event an employee is in charge of funeral arrangements a maximum of five (5) days (37.5 hours) of bereavement leave (not deducted from sick leave) shall be granted.

- nephew, niece, uncle, aunt
- spouse of brother-in-law (step), spouse of sister-in-law (step)
- ex-spouse

Subdivision 4. In the event an employee is in charge of funeral arrangements for death of a person not listed above, a maximum of three (3) days (22.5 hours) of bereavement leave shall be granted.

Section IV. Unpaid Leaves of Absence

1. Union Leave: Any employee elected, or selected by the Union to attend Union conventions, conferences or seminars may be granted a leave of absence without pay.

2. Extended Leave: Upon request to the School District an employee may be granted a leave of absence for a period not exceeding two (2) entire school years. A leave of absence may be granted for personal prolonged illness beyond accrued sick leave, illness or death in the family, pregnancy, and work related to the employee's occupation.

3. Public Office: A leave of absence for a mutually agreed upon time may be granted to any employee upon application for the purpose of campaigning for or serving in a public office.

4. The School District may grant unpaid leaves of absences to all employees for unavoidable and necessary circumstances, if the leave has been pre-approved, if a suitable replacement has been secured in advance, and provided the building will not be working short of full number of employees on shifts.

Section V. Other Leaves

1. An employee who finds it necessary to be absent from her/his job for a short period, of no more than 1 hour, during the day may do so without salary deduction if satisfactory arrangements have been made beforehand with the employee's immediate supervisor, and if there is no expense to the School District. This leave should not be used for areas covered by other leave options.

2. Workers Compensation

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

b) A deduction shall be made from the employee's accumulated sick leave accrual time according to the pro-rata portions of days of sick leave, which is used to supplement worker's compensation.

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

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

e) An employee who is absent from work as a result of an injury compensable under the Workers Compensation Act who elects to receive sick leave pursuant to this policy shall submit her/his Workers Compensation check, endorsed to the School District, prior to receiving payment from the School District for his/her absence.

3. Child Care Leave

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

b) An employee making application for child care leave shall inform the Director of Human Resources, in writing, of intention to take the leave at least three calendar months before commencement of the intended leave.

c) If the reason for the child care leave is occasioned by pregnancy, an employee may utilize sick leave pursuant to the sick leave provisions of this agreement during the period of physical disability. However, an employee shall not be eligible for sick leave during a period of time covered by childcare leave. The pregnant employee shall also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery.

d) Such leaves of absence as stated in this section shall be without compensation or expense allowance from the School District funds. The absentee at his/her own expense shall maintain continuance of group insurance protection if he/she chooses to continue the insurance protection. Upon initiation of the leave, the School District shall assess the absentee the actual cost of the hospitalization and income protection for that period covering the leave of absence. The employee shall pay to the School District this assessment according to a schedule mutually agreed upon School District, the cost of these benefits should be resumed by the School District.

e) The School District will comply with Family and Medical Leave Act of 1993.

4. Adoption

Leave of absences may be granted except in no event shall two (2) members of the same family working in the system be granted leave at the same time.

5. Jury Duty: Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service. Employees shall be paid the difference between jury duty (excluding travel allowance) and their regular wage.

6. Military Leave: Any employee required, by appropriate authorities, to attend a training session, or perform other duties under the supervision of the U.S.A., shall be granted a leave of absence, with pay, not to exceed 15 days. Any employee who enters into active service in the Armed Forces of the United States shall be granted a leave of absence without pay for the period of military service.

Section VI. Reinstatement After Leave of Absence

1. Any employee returning from an approved leave of absence as covered by this article shall be entitled to return to employment in his/her former position or another position in his/her former classification, or a position of comparable duties.

   The employee shall be returned to the same step on the salary schedule the employee had been receiving at the time the leave of absence commenced plus any automatic adjustments that would have been made had the employee been continuously employed during the period of absence.

2. The employee shall retain his/her seniority date, but shall not accrue additional experience credit during the leave of absence period.

ARTICLE VII - SENIORITY

1. Seniority shall mean an employee's length of continuous service with the employer since his/her last date of hire. Approved leaves of absence shall not constitute a break in the employee's seniority.

2. New employees shall serve a one hundred (100) working days probation period. The employee's names shall be entered on the seniority list.

3. In the event that a substitute or temporary employee is appointed to a permanent position, prior service shall be credited toward serving the one hundred (100) working days probation period.

4. Resignation or termination shall constitute a break in the employee's seniority and forfeiture of all seniority rights previously earned unless such employee has completed two (2) years' worth of assigned working days within the group and is rehired within a twelve (12) calendar month period. However, if the person who has resigned or who has been terminated is subsequently rehired, their prior service shall be credited toward serving the one hundred (100) working days probation period.

5. Once a year the employer shall furnish the Union up-to-date food service seniority lists upon request of the Union. In case of ties in seniority, the last four digits of the employees Social Security number will determine seniority. Higher numbers will be deemed to have more seniority.

ARTICLE VIII - VACANCIES

1. Internal positions will be filled using a District Preference form. Employees may submit their assignment preferences (building, position) at any time using the online form located on the District Website. An open position will not be filled until employees with preferences associated with that position have been contacted and considered for the position based upon seniority and qualifications.

2. Transfers in assignments and/or promotions for all food services employees shall be made on the basis of seniority, giving due regard to ability, efficiency and reliability of the individual.

3. If it becomes necessary to bypass an employee's seniority, reasons for said denial shall be given to the employee, in writing, with a copy to the Union.

4. When the qualifications of two or more current employees are equal, the most senior employee shall have rights to the position.

5. Upon the completion of this internal process, the open position will be posted to external candidates. Internal applicants may still apply for the position using the external process, but will be considered with the external candidates.

6. During the summer months, notices of new positions or vacancies within the bargaining unit will be sent to the last address on file with the School District of employees who notify the Director of Human Resources of their desire to receive summer postings. Employees who are interested in transferring to another building within the unit may submit their application for new or vacant positions using the 'Internal' application process located on the District Website under "Career Opportunities." The School District retains the right to fill vacancies on the basis of qualifications respecting seniority considerations.

7. Positions of Coordinators, Head Cooks, Assistant Head Cooks, Second Cooks, ALC Food Service Assistant, CCS Food Service Assistant, and Lead Cashier will be selected by the Director and Assistant Director of Food and Nutrition Services in collaboration with the Director of Human Resources upon determination of best qualified for the job.

8. Head Cooks and Food Purchasing Coordinator shall have a minimal School Nutrition Association (SNA) Level 2 certification and Assistant Head and Second Cooks a minimal SNA Level 1 certification. Certification must be attained within three (3) years or as agreed to between the employee and the Director of Food and Nutrition Services. In filling these positions, first consideration will be given to Employees within the School District.

9. Positions of FNS Purchasing Coordinator, Head Cooks, Assistant Head Cooks, Second Cooks, ALC Food Service Assistant, and CCS Food Service Assistant (and backups to these positions) will be required to have and maintain their MN Department of Health Food Protection Manager Licenses preferably within forty-five (45) days of starting the position. With Director pre-approval, the district will reimburse the cost of required coursework. The district will pay for the cost of required certificate and license.

10. An employee who is working in a "long-term temporary vacancy" position, shall receive the pay and benefits for that position.

11. Employees shall be paid according to the Salary Schedule (page 13) of this Agreement. The person selected to be a Coordinator, Head, Assistant Head or Second Cook shall have a 90 day probation on any period at which time they can be placed back in their previous position, if a current district employee.

ARTICLE IX - LAYOFFS

In the event it is necessary to lay off employees because of the elimination of positions, such layoffs shall be by seniority, with the least senior employees laid off first. Employees who have been laid off shall be reinstated beginning with the most senior employee being reinstated first. Employees who are laid off shall remain on the School District reinstatement list for two (2) years to be maintained by the Human Resources Department.

ARTICLE X - RESIGNATIONS/RETIREMENTS

Section I. Resignations. All employees who wish to leave their position must submit written resignation at least 2 weeks in advance unless a lesser number of days are mutually agreed upon. Employees in Head Cook or Coordinator

positions who wish to leave their position must submit written resignation 30 days in advance unless a lesser number of days are mutually agreed upon.

Section II. Retirements. All employees who wish to retire must submit written retirement 60 days in advance unless a lesser number of days are mutually agreed upon.

ARTICLE XI - SCHOOL CLOSINGS

- If school does not open on a given day because of inclement weather, it is not necessary for the employee to report to work.
- If school opens one or two hours late, employees are required to report to work on schedule or as soon as possible if at all possible.
- If school is dismissed early because of inclement weather, employees are expected to remain on duty to the end of their schedule shift, unless excused by the supervisor.
- Employees who report to work when school is called off, shall be offered a minimum of two (2) hours of work, but must work those two (2) hours.
- In the event contract days are "forgiven" for any school district employees by action and approval of the School Board, Food and Nutrition Services personnel will be treated in a similar manner.
- E-Learning Days. Employees will have the option of working remotely on e-Learning Days and complete approved training or other professional development. Employees will be paid their regular rate of pay on e-Learning Days for time worked. Employees are responsible for their own internet access on e-Learning Days. Employees may supplement the remote work day with available paid leave time or unpaid time.

ARTICLE XII - GROUP INSURANCES

Section I. Selection of Carrier. The selection of the insurance carrier and policy shall be made by the School District taking into consideration recommendations from the district's insurance committee.

Section II. Health and Hospitalization Insurance. The School District shall make available a high deductible health plan to all full time employees who elect to participate in said plan. With respect to qualifying bargaining unit members, the School District shall contribute an amount not to exceed $9,000 annually towards the premium cost of single or family group health insurance coverage for school year 2024-2025 and $9,250 for the 2025-2026 school year. After deducting the total amount of the employee's annual insurance premium (dependent on the insurance plan the employee chooses), any remaining district contribution shall be contributed to the employee's VEBA account. Employees electing a single health plan that costs less than the District contribution shall have the balance of the contribution placed in their VEBA account.

Subdivision 1. When both husband and wife are employed and desire family coverage (as opposed to single coverage for each), the full amount of each employee's district contribution shall be applied to their family coverage premium.

Subdivision 2. Employees on a half-time basis or more are eligible for health and hospitalization insurance on a pro-rata basis.

Section III. VEBA with Health Reimbursement Arrangement For Active Employees

Subdivision 1. The School District shall make available a VEBA Plan and Trust summary, which is available from the Human Resource Director, to all qualified bargaining unit members who exercise their option to enroll in the VEBA coordinated health insurance program offered in Section II of this Article. The School District and Food Service employees assent to and ratify the appointment of the trustee and plan administrator for the VEBA Plan and Trust identified in the VEBA Plan and Trust agreement. It is intended that this arrangement constitute a voluntary employees' beneficiary association under Section 501(c)(9) of the Internal Revenue Code. During any transition period in which the desired ordering rule is not available, reimbursements under the VEBA plan will be limited to reimbursement of eligible health expenses that reduce the deductible under the VEBA coordinated health insurance offered in Section II of this article.

Subdivision 2. The School District shall provide the following welfare benefit arrangement through the VEBA Plan: A health reimbursement arrangement for active employees described in summary is available from the Human Resource Director.

Subdivision 3. Payment of Administrative Fee. Administrative fees allocable to individual accounts of active employees who are active participants in the VEBA Plan shall be paid from the account. Administrative fees allocable to individual accounts of active employees who have accrued a balance in the VEBA Plan but change coverage, so that they are no longer entitled to employer contributions, shall be paid from the account. Administrative fees allocable to the individual accounts of former employees shall be paid from the account. Administrative fees allocable to the individual accounts of retirees shall be paid from the account. Administrative fees shall be paid from the account; if the VEBA Plan is terminated or the Employer Contributions cease (by agreement between the parties).

Subdivision. 4. Contributions to the Active Employees' Plan: The School District will make an annual contribution to individual accounts under the health reimbursement arrangement in accordance with the following schedule: total annual contribution of $9,000 in 2024-2025 and $9,250 in 2025-26.

The School District shall make contributions to individual health reimbursement accounts on a prorated basis consistent with payroll cycles. The first contribution will start the month after the date of hire and will be prorated based upon the employee's Full Time Equivalency and the number of months remaining in the plan year. A monthly deposit will be approximately 1/18th of the District's annual contribution for a full-time employee who is employed a full year. Deposits for a full school year will begin with a mid-September deposit and end with a late May deposit.

The District will offer a High Deductible Health Plan (HDHP) plan that can function as a VEBA plan or Health Savings Account. An employee cannot receive or use money from both types of accounts in the same calendar year. Employee's indicating they intend to switch to a HDHP as a Health Savings Account will be contacted to confirm their transition from/to an H.S.A. VEBA account monies cannot be used in one calendar year if you are enrolled in an H.S.A. in the same calendar year.

All contributions on behalf of a VEBA Plan participant shall cease on the date the participant is no longer covered under the high deductible health plan in Section II above.

Section IV. Long Term Disability. Long Term Disability Insurance covering loss of time due to an accident or illness will also be provided The benefit will equal 66 percent of the employee's salary after a qualifying period of ninety (90) calendar days to those that qualify. Compensable loss will be reduced by payments under Worker's Compensation, Social Security, or any other disability income plan or retirement program. The disability insurance coverage is available to all full time staff who are employed on a regular basis for a minimum of 30 hours per week. The Long Term Disability Insurance will be provided by the District at the employee's expense.

Section V. Term Life Insurance. Term Life Insurance will provide $15,000 of term life insurance for all Food Service who are employed for a minimum of 30 hours per week.

Section VI. Dental Insurance. Employees have right to participate in the dental insurance plan at their own expense through payroll deduction (85% of all AFSCME bargaining unit employees must participate).

ARTICLE XIII - LONGEVITY

1. To reward the career service employees of Independent School District 347, a longevity plan is initiated as follows:

	2024-2025	2025-2026
Beginning with the 2nd Year	$ .60	$ .65
Beginning with the 3rd Year	$ .70	$ .75
Beginning with the 6thYear	$ 1.05	$1.10
Beginning with the 9thYear	$1.50	$1.80
Beginning with the 12thYear	$1.95	$2.25
Beginning with the 15thYear	$2.45	$2.75
Beginning with the 20thYear	$3.05	$3.35

1. To be eligible for this benefit, an employee must have served continuously the required school year for each step. Employees hired on or before February 15th will advance a longevity increment at the beginning of their employment for the following school year. Those hired after February 15th will remain on their current longevity increment until one year following the upcoming fiscal year.

ARTICLE XIV - SEVERANCE

1. For an employee to be eligible to receive severance pay, the employee's notice of resignation must be received by the Director of Human Resources 60 days prior to when the employee intends to resign.

2. An employee who is hired before July 1, 2022, whose combined part-time and full-time FTE is not less than 15 total years of service in the Willmar School District, and who has attained the age of 55 years as of June 30 in the school year during which an application for retirement is made, shall be entitled to payment of severance pay following the submission of retirement. An employee shall lose the right to severance if the employee is dismissed for cause.

3. An eligible employee shall receive upon retirement the amount obtained by multiplying 75% of unused sick leave hours, but in no event to exceed 600 hours, times the employee's daily rate of pay as of the date of such retirement.

4. The severance pay will be placed into the retiring employees Health Care Savings Plan in accordance with all IRS regulations. This payment shall be made within 45 days of the official retirement date.

5. The rate of pay, for the purpose of this Article, shall be the employee's rate of pay at the time of retirement including classification differentials and longevity, but excluding overtime.

6. If an eligible employee dies before the severance pay has been disbursed, it shall be paid to a named beneficiary or, in the event no beneficiary has been designated, to the estate of the deceased.

ARTICLE XV – 403B MATCHING CONTRIBUTION PLAN

Section 1. Eligibility. Beginning July 1, 2022, employees shall be eligible to participate in a 403b matching contribution plan pursuant to M.S. 356.24.

Section 2. Matching Contribution. The School District will match eligible annual employee contributions up to $750.00 per school year for employees who are regularly assigned at least 25 hours per week exclusive of temporary hours related to after-school programing. Employees who are regularly assigned less than 25 hours per week, exclusive of temporary hours related to after-school programming, will receive up to $200 per year to match eligible annual employee contributions. The employee shall contribute annual an amount equal to the amount contributed by the School District. The School District shall make the matching contribution for the year to an annuity company with the employee shall elect. The amount shall not exceed the maximum amount outlined in this section. Employees working less than a 173 day school year may participate in the matching contribution plan on a pro-rata basis to the length of the school year.

Section 3. The maximum career matching contribution by the School District shall not exceed $15,000 per eligible employee.

Section 4. The eligible employee must complete a salary reduction authorization agreement prior to any contributions begin made.

Section 5. Employees on unpaid leaves may not participate in the matching program while on leave.

Section 6. Employees hired before July 1, 2022 will continue to be covered under the severance language of Article XVII of this agreement. The School District shall subtract any amount paid to the 403b matching contribution plan from the severance pay. The balance of the severance, if such an amount exists, shall be paid by the School District per Article XIV of this Agreement. Employees hired after July 1, 2022, will not be eligible for severance as described in Article XIV.

Section 7. Management of both the portfolios of the individual investments and the School District contributions shall be solely the responsibility of the employee in whose name the investments have been made. The School District assumes no current or future liability for contributions made to these plans or investment earnings (losses) which may accrue to the portfolios as a result of investment decisions made by the employee.

ARTICLE XVI - OTHER PART-TIME AND SUBSTITUTE EMPLOYEES

1. Part-Time Employees: The School District reserves the right to employ such personnel as it deems desirable or necessary on a part-time basis or casual basis, less than 12 hours per week.

2. Substitute Employees: The School District reserves the right to employ such personnel as it deems desirable or necessary on a substitute basis or casual basis, when no regular employees are available for work.

ARTICLE XVII - MISCELLANEOUS

1. Normally an employee's schedule will not be changed temporarily with less than one day's notice except in emergency situations. In the event an employee is called in to work due to absenteeism or an emergency, said employee will receive one and one-half (1 1/2) hour notice. In the event an employee does not receive adequate notice as provided in this section, they will be provided with the minimum of two hours work or pay for two hours at the employee's regular rate of pay.

2. When an employee is designated by the employer to perform in the higher classification, said employee will be paid at the higher classification.

   In the event current employees are to be permanently displaced due to a decision of the employer to sell, lease or contract out work performed by employees covered by this agreement, the employer shall notify the Union not less than sixty (60) calendar days in advance of the implementation of such determination. During said period the

employer shall meet and confer with the Union to discuss ways and means to minimize the impact of the employer's decision on displaced employees.

3. State and Federal laws require staff to have annual continuing education/training that is mandatory paid time for staff to attend. Staff will be notified at least two weeks in advance of the required training and must fulfill the required hours of training to meet state and federal mandates as determined by the Director of Food and Nutrition Services. Failure to complete the mandatory training may result in discipline up to and including termination of employment.

ARTICLE XVIII – GRIEVANCES

Section 1 - A grievance is defined as a dispute or disagreement as to the interpretation and application of a specific provision in this Agreement.

Section 2 - The Union steward, with or without the employee, shall take up the dispute with the employee's immediate supervisor within five (5) days of the occurrence of the event giving rise to the grievance. The supervisor shall attempt to adjust the matter and respond to the steward within three (3) days.

Section 3 - If the dispute has not been settled, the Union may present the grievance, in writing, to the Director of Human Resources within seven (7) days after the immediate supervisor's or principal's answer is due. The Director of Human Resources will respond to the Union steward in writing within seven (7) days.

Section 4 - If the grievance is not resolved, the Union may appeal the grievance to the Board of Education or its designee within seven (7) days after the Director of Human Resources answer is due. The School District or its designee will respond in writing to the union within seven (7) days after hearing the grievance.

Section 5 - If the grievance is not resolved following an appeal to the School District or its designee, the union may petition the Bureau of Mediation Services to mediate the grievance within seven (7) days after the response is due by the School District or its designee.

Section 6 - If the grievance is not resolved within ten (10) days following the mediation session regarding the grievance, the union may appeal the grievance to arbitration, subject to the provisions of the PELRA. The Employer and the union shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the Employer and the union are unable to agree on an arbitrator, the selection of an arbitrator shall be made in accordance with the 'Rules Governing the Arbitration of Grievances' as established by the Bureau of Mediation Services.

Section 7 - The arbitrator shall have no right to amend, modify, nullify, ignore, add to or substitute from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issues submitted in writing by the Employer and the Union and shall have no authority to make a decision on any other issues not so submitted. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The parties shall submit the arbitrator's decision in writing within thirty (30) days following the close of the hearing or the submission of briefs; whichever is later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union; shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and on the grievance facts presented.

Section 8 - The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

Section 9 - If a grievance is not presented within the time limit set forth above, it shall be considered 'waived'. The grievances not appealed to the next step within the specified time limit or any agreed extension thereof in writing, shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to appeal the grievance to the next step. The time limit on each step may be extended by mutual agreement of the Employer and the Union in writing.

Section 10 - If, as a result of the written Employer response from the School District or its designee, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to arbitration as set forth above, or a procedure such as veteran's preference or fair employment. If appealed to any procedure other than arbitration, the Union and the aggrieved employee shall indicate in writing which procedure is to be utilized, and shall sign a statement to the effect that the choice of any other hearing precludes the Union and the aggrieved employee from making a subsequent appeal through arbitration as set forth in the Article.

Section 11 - Grievance committee members, or stewards, may process grievances and disputes during working hours when consistent with such employee's duties and responsibilities. The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer or any Employer representative against any employee because of said employee exercising his/her right under this Agreement, or for any employee activity in an official capacity on behalf of the Union.

Section 12 - For the purpose of this Article, a time period of seven (7) days or less shall be calculated by excluding Saturdays, Sundays, and designated holidays. Time periods of more than seven (7) days shall be defined as calendar days.

ARTICLE XIX – SCHOOL DISTRICT SECURITY

The Union agrees that during the life of this Agreement, it will not cause, encourage, participate in or support any strike, slowdown, or other interruption of or interference with the normal functions of the School District, or the absence in whole or in part of the full, faithful and proper performance of the duties of employment regardless of the reason for so doing, except as may be provided by PELRA.

ARTICLE XX - WAIVER

Any and all prior agreements, resolutions, and practices regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.

ARTICLE XXI - SAVINGS CLAUSE

In the event that any court of competent jurisdiction shall declare any provision, phrase or clause of this Memorandum invalid, the decision shall not invalidate the entire Memorandum, it being the expressed intention of all the parties that all other provisions remain in full force and effect.

ARTICLE XXII - DURATION

This Agreement shall become effective on July 1, 2022, and shall remain in full force and effect through June 30, 2024, and will be subject to review annually, thereafter not less than ninety (90) days prior to its expiration on any anniversary.

If either party finds its interest adversely affected by any provisions of this Agreement, or finds through experience the necessity of adding further provisions, it shall serve notice of intent to negotiate an amendment, or to supplement the existing Agreement. Such changes shall be subject to good faith negotiation and mutual agreement.

ARTICLE XXIII – COORDINATOR POSITIONS

The provisions of the Master Agreement shall be supplemented and/or modified as follows:

Section I. Vacation: Vacation is intended for positions requiring 260 days of employment. Any current references to vacation are grandfathered and vacation should not be utilized in any position unless the position is for 260 days.

1. Upon termination of employment, accrued vacation time for the current year shall be paid to the employee. Vacation time shall be prorated if termination occurs before the end of the fiscal year.

2. Employees will be provided an opportunity to select vacation time periods in so far as practicable. Employees may not accumulate or carry over more than 40 days of accrued vacation earnings.

Section II. Resignations: Coordinators who wish to leave their position must submit written resignation at least 30 days in advance.

Section III. Schedule: Coordinators schedules will be determined between the Director of Food and Nutrition Services and the employee in conjunction with the Director of HR. Schedules may be flexible based on the needs of the office and other staff.

Section IV. Job Duties: Job duties amongst the Coordinator positions may be realigned as needs arise without the requirement to re-post the positions.

Willmar Public Schools
FOOD & NUTRITION SERVICES

20024-2025 & 2025-2026 Salary Schedule

Positions:	2024-2025	2025-2026
Starting Base Rate for New Hires		
Food Service Assistants **Dishwasher or Pots and Pans** **Cashier** **Lunchroom Supervisor**	$17.50	$18.75
Lead Cashier/ALC/CCS	$18.50	$19.75
Actual Base Rate		
Second Cook	$20.60	$21.84
Senior High Assistant Head Cook	$22.46	$23.81
Head Cooks	$24.75	$26.24
FNS Coordinator Positions (Business, Purchasing)	$25.10	$26.61

School District / ISD 347

Board Chair

1-10-25 1-13-2025

Date

Board Clerk

1-13-25

Date

Food Service Bargaining Union

Food and Nutrition Services Employees
Chapter of Local 559 - AFSCME

Date

Union Representative

1/10/2025

Date