2024-2025 and 2025-2026

Master Agreement

Between

School Board of Independent School District 282

and

School Service Employees, Local 284 Food Services

It is the St. Anthony-New Brighton School District's policy to provide equal education opportunity for all students and to provide equal employment opportunity for all employees. The district does not discriminate in admission, treatment, employment or access to its programs or activities. In addition, the School District does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, parental status, status with regard to public assistance, disability, sexual orientation or age.

Table of Contents

Purpose of Contract 3

Recognition of Exclusive Representative 3

Definitions 3

School Board Rights 3

Union Rights 4

Insurance 5

Salaries 8

Paid Absence 9

Unpaid Leaves of Absence 13

Hours of Work 15

Absences from Work 16

Retirement 16

Grievance Procedure 18

Discipline 18

Miscellaneous Terms and Conditions 19

Duration 19

Insurance Addendum 21

Memorandum of Understanding 22

Article I
Purpose of Contract

Section 1. Parties This Contract, entered into between the School Board of Independent School District 282, St. Anthony, Minnesota, hereinafter referred to as the School Board, and the School Service Employees, Local 284, hereinafter referred to as the Union, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended hereinafter referred to as the PELRA, to provide the terms and conditions of employment for Food Service employees during the duration of this Contract.

Article II
Recognition of Exclusive Representative

Section 1. Recognition In accordance with the PELRA, the School Board recognizes the School Service Employees Union, Local 284 as the exclusive representative of Food Service employees employed by the School District. The Union shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Contract.

Section 2. Appropriate Unit The Union shall represent all such employees of the School Board contained in the appropriate unit as defined in Article III, Section 2 of this Contract and as certified by the Director of the Bureau of Mediation Services (Case No. 76-PR-863-A).

Article III
Definitions

Section 1. Terms and Conditions of Employment Shall mean the hours of employment, the compensation therefore including fringe benefits and personnel policies affecting the working conditions of the employees that are established by this Contract.

Section 2. Description of Appropriate Unit For the purpose of this Contract, the term employee shall mean all food service personnel employed by Independent School District 282, excluding supervisory employees, confidential employees, part-time employees whose employment does not exceed the lesser of 14 hours per week or 35 percent of the normal work week, or temporary employees employed for less than 67 work days per calendar year.

Section 3. School Board Shall mean the School Board of Independent School District 282 or its designated representative.

Section 4. Other Terms Terms not defined in this Contract shall have those meanings as defined by the PELRA.

Article IV
School Board Rights

Section 1. Inherent Managerial Rights The Union recognizes that the School Board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the function and programs of the School Board, its overall budget, the utilization of technology, the organizational structure, and the selection, direction, and number of personnel.

Section 2. Management Responsibilities The Union recognizes the rights and obligation of the School Board to efficiently manage and conduct the operation of the School District within its

legal limitations and with the primary obligation to provide educational opportunity for the students of the School District.

Section 3. Effect of Laws, Rules and Regulations The Union recognizes that all employees covered by this Contract shall perform the services and duties prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives and orders, issued by properly designated officials of the School Board. The Union also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Contract. The School Board, all employees covered by this Contract, and all provisions of this Contract are subject to the laws of the State. Any provision of this Contract found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights The foregoing enumeration of School Board rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this contract are reserved to the School Board.

Article V
Union Rights

Section 1. Right to View Nothing contained in this Contract shall be construed to limit, impair or affect the right of any employee or the representative of any employee to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the Union.

Section 2. Right to Join The School Board agrees that all employees shall have the right to join or not to join the Union. The School Board will not discriminate for or against any employee with respect to the hours, wages, or other terms established by this Contract because of membership or non-membership in the Union.

Section 3. Request for Payroll Deduction, Authorization and Remittance

Subd. 1 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 (30) days of receiving notice from the Union of the authorized deduction(s). The District will remit deductions to the Union within thirty (30) 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.

Subd. 2 The check-off of dues shall be made each month and transmitted to the Union together with a list of names of the employees from whom deductions were made.

Subd. 3 The Union hereby warrants and covenants that it will defend, indemnify and hold the School Board harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the dues deduction specified by the Union as provided herein.

Subd. 4 Union Orientation and Access to 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. The district shall inform the union representative(s) and steward(s) of all new hires immediately upon hire. The Union steward and or business agent will be given the opportunity to address employees regarding membership in the collective bargaining unit for thirty (30) minutes within thirty (30) 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 paid status. The District will make every reasonable effort to provide at least five 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

Subd. 5 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 of 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 allowance does not interfere with the District's business operations.

Article VI
Insurance

Section 1. Life Insurance

The School Board shall contribute one hundred percent (100%) of the monthly premium cost of a fifty thousand dollar ($50,000) group term life insurance policy for all eligible and enrolled food service employees. The group life insurance policy will provide one hundred thousand dollars ($100,000) in the event of accidental death. Effective July 1, 2021 for employees who work at least fifteen (15) hours but less than thirty (30) hours, the district shall contribute one hundred percent (100%)of the monthly premium cost of a twenty-five thousand dollar ($25,000) group term life

insurance policy, and a fifty thousand dollar accidental death policy.

Section 2. Income Protection The School Board shall provide each eligible employee, group income protection coverage subject to the following conditions:

Subd. 1 The policy shall have a 90 continuous calendar day waiting period before benefits begin.

Subd. 2 The policy shall provide a benefit of 2/3 of the employee's monthly salary to a maximum of $2,000 per month.

Subd. 3 The policy shall provide for benefit payments to an age in compliance with the Age Discrimination Employment Act or to termination of the disability, whichever occurs first.

Section 3. Hospitalization For the 2024-2025 and 2025-2026 school years, a hospitalization plan with surgical, major medical, and clinical coverage will be provided with a District monthly contribution following Article X, Section C of the teachers' contract.

The district shall offer a high-deductible health insurance plan coupled with a VEBA Trust in addition to its other health insurance plans. Each employee who chooses to enroll in the high-deductible/VEBA plan shall receive a District contribution to a VEBA account set up for that employee. The following provisions shall apply to the high-deductible/VEBA plan offered by the District.

Subd. 1 Single coverage: The School District shall contribute according to Article X, Section C of the teachers' contract. In addition, the School District will make a $550 annual contribution to the employee's VEBA Account.

Subd. 2 Dependent Coverage: The School District shall contribute according to Article X, Section C of the teachers' contract. In addition, the School District will make a $1,100 annual contribution to the employee's VEBA account.

Subd. 3 VEBA deposits will be made twice annually. Deposits will be made once on October 1st or the next business day if a weekend and on February 1st or next business day if a weekend.

Subd. 4 Administrative Costs: The School District shall contribute up to $4.00 per account per month toward the cost of administering active employees' VEBA accounts.

Section 4. Dental Insurance The Board shall establish and maintain a dental insurance plan for all eligible employees during the 2024- 2025 school year according to the rates below.

	Base District Rate	Base Rate Employee	Total Monthly Premium
Single	$37.16	$4.26	$41.42
Family	$88.96	$19.86	$108.82

For the 2025-2026 school year, the District and employee will share equally (50/50) any increase in total monthly premium above the district's rate. The District's contribution for 2025-2026 shall be equal to the District's base rate plus 50% of any increase beyond the total monthly premium as follows:

	Base District Rate	Base Rate Employee	Total Monthly Premium
Single	$37.16	$4.26	$41.42
Family	$88.96	$19.86	$108.82

Section 5. Tax Sheltered Annuity Employees may voluntarily participate at their cost, in a School Board approved tax sheltered annuity program. All employees are allowed to make a change or addition once per calendar year. Employees making additions, adjustments, or cancellations of Tax Sheltered Annuity programs must notify the School District by October 1st of the school year of participation. A change could be made after October 1st for the following events, a marriage, divorce, or death of a spouse; birth or adoption of a child; loss or change of job by spouse. The district will notify employees via email by September 15th of the upcoming due date.

Section 6. Payroll Deductions The difference between the monthly premium cost of the group insurance plan (single or family) and the School Board's contribution established by Section 3 of this Article, shall be paid by enrolled employees through payroll deduction.

Section 7. Voluntary Participation Participation by any eligible employee in the insurance plans established by this Article is voluntary. Eligible employees who choose not to participate shall receive no additional compensation in lieu thereof.

Section 8. Claims Against the School Board The School Board and the Union agree that any description of insurance benefits contained in this Article are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policies contracted by the School Board and an insurance carrier pursuant to this Article. The School Board's obligation is to contract for insurance policies and to contribute such amounts as established by this Article.

Section 9. Eligibility To be eligible for the insurance contributions established by this Article, an employee must be employed for a normal work week of thirty (30) hours or more. Employees who work at least twenty (20) hours per week, but less than thirty (30) hours per week, shall be eligible for insurance contributions on a pro-rata basis if they are eligible to participate under the terms of any existing insurance contracts.

Section 10. Duration of Contribution School Board contributions established by this Article shall cease the day following an employee's discharge, resignation, retirement, lay off, death, or exhaustion of paid absence benefits established by Article VIII. This does not apply to scheduled periods of non-employment.

Article VII
Salaries

Section 1. Hourly Rates of Pay

Cook Manager	2024-25	2025-2026
Step 1	$ 24.22	$ 24.92
Step 2	$ 24.98	$ 25.68
Step 3	$ 28.51	$ 29.21
Assistant Cook Manager		
Step 1	$ 23.04	$ 23.74
Step 2	$ 23.49	$ 24.19
Step 3	$ 24.37	$ 25.07
Food Service Worker II		
Step 1	$19.79	$ 20.49
Step 2	$ 20.48	$ 21.18
Step 3	$ 21.09	$ 21.79
Food Service Worker I		
Step 1	$ 19.41	$ 20.11
Step 2	$ 20.07	$ 20.77
Step 3	$ 20.71	$ 21.41

HS/MS Cook Manager to receive $1.50 above the regular step schedule of the Cook Manager.

Longevity:

After 5 years of service to the District, employees will receive an additional $0.40/hr. After 10 years of service to the District, employees will receive an additional $0.65/hr. After 15 years of service to the District, employees will receive an additional $0.90/hr. After 20 years of service to the District, employees will receive an additional $1.15/hr.

Section 2. In-Charge Payment Employees assigned by the School District to perform the duties and responsibilities of a higher paid classification, shall be paid at the wage rate of the higher paid classification at the employee's current step.

Subd. 1 Substitute for cook managers and/or HS/MS Cook Manager at Step 1 of cook manager pay schedule. If the cook manager from Wilshire takes over the responsibilities of

HS/MS cook manager there shall be no reduction in pay or vise versa.

Subd. 2 Substitute Food Service employee shall be paid at Step 1 of the Food Service Worker I schedule (non-staff members).

Section 3. Uniform Allowance Employees shall be provided a yearly uniform allowance. Those employees working thirty (30) or more hours/week shall receive $180 and those employees working less than thirty (30) hours/week shall receive $140. They are not to exceed those amounts. The money is used to purchase required and approved uniforms or shoes. Payments will be made in October upon the submission of receipts. Employees separating from employment prior to the completion of the normal work year shall receive a pro-rated deduction from their uniform allowance. The District shall provide each employee with aprons and shirts.

Section 4. Step Advancement

Employees shall advance on the Salary Schedule in accordance with the following:

Subd. 1 Probationary Period Advancement

Following completion of the probationary period established by Article XV, Section 1, employees will be advanced one step on the Salary Schedule.

Subd. 2 Promotional Advancement

Employees promoted to a higher paid job classification who are placed on Step 1 of the Salary Schedule, will be advanced one step on the Salary Schedule following 90 consecutive days of employment or July 1 whichever comes first.

Subd. 3 Annual Step Advancement

Employees hired between July 1 and December 31 shall be advanced one step on the Salary Schedule effective as of the following July 1 and each July 1 thereafter until the top step of the Salary Schedule is reached. Employees hired between January 1 and June 30 shall be advanced one step on the Salary Schedule as of July 1 of the following calendar year and each July 1 thereafter until the top step of the Salary Schedule is reached.

Section 5. Payday Employees shall be paid on the 15th and last day of each month, commencing on approximately September 30th and ending on approximately June 30th.

Section 6. Promotion Employees who are promoted to a higher paid job classification shall be placed on the wage rate step which is above that of the employee's previous job classification wage rate.

Section 7. Certification Employees who have an active Minnesota School Food Service Association Certificate will receive the following additional compensation per work hour effective the date of filing the certificate in the District Office.

Level I = $.55 Level II = $.65 Level III = $.75 Level IV = $.95

Section 8. Overtime Saturday work hours shall be paid at 1 1/2 times employee's regular hourly rate and Sunday work hours shall be paid 2 times employee's regular hourly rate.

Section 9. Mileage Employees who are required to use their personal vehicles in the performance of assigned duties shall be reimbursed at the current federal mileage reimbursement rate.

Section 10. Reimbursements The District agrees to pay the fee for membership in the MN School Food Service Association and reimburse employees for attending job-related conferences and

completing job-related classes including SERVSAFE.

Article VIII
Paid Absence

Section 1 Vacation Employees who work at least 30 hours per week shall receive vacation in accordance with the following:

Annual Leave (Vacation)

1-5 years 6 2/3 hours/month

6-10 years 10 hours/month

11-18 years 14 hours/month

19+ years 16 hours/month

Subd. 2 Hours earned are based on a 40 hour normal work week. Employees who resign or are dismissed during the first 90 calendar days of the employment (probationary period) shall not earn vacation.

Subd. 3 Vacation leave shall be scheduled at times during the employee's normal work year per Article X, Section III. All vacation leave must have the prior approval from the direct supervisor and does not interfere with school operation. Employees will have confirmation or denial of requests within two duty days.

Subd. 4 An employee who has earned but not used vacation days at the end of the school year shall be compensated by July 15th of next fiscal year for the following number of vacation days according to the schedule below:

Start of employment through five years - 4 days
6th year of employment through 10 years - 7 days
11th year of employment through 18 years - 10 days
19th year of employment and thereafter - 13 days

Subd. 5 Employees who work at least 30 hours per week shall receive their yearly annual vacation at the start of each school year. If an employee's employment terminates for any reason before the school year ends, any vacation time taken prior to actual accrual amount (identified in Article VIII, Section 1 Subd. 1) will be deducted from the employee's final paycheck.

Subd. 6 Vacation Day Carryover: Full Time employees may carry-over up to 15 days of vacation.

Section 2 Vacation (Less Than 30 Hour Employees): Bargaining unit employees who work less than 30 hours per week shall accrue annual leave as follows: One-half (1/2) day per year for years one through five. One (1) day per year after five (5) years of service in the school district. Three (3) days per year after ten (10) years of service in the school district.

Hours per day	Vacation Hours Per Month	Sick Hours Per Month	Personal Days Per Year
8	6.66	10.667	3 days
7.5	6.25	10.00	3 days
6.5	5.41	8.667	3 days
6	5.00	8.00	3 days
5	0.00	6.25 or 1.25 days	2 days

Section 2. Sick Leave

Subd. 1 Sick leave with pay shall be granted to eligible employees in the amount of twelve (12) days per year for absences necessitated by:

1.1 Illness or injury of an employee which prevents the adequate performance of job duties and responsibilities.

1.2 The serious illness of a member of the employee's immediate family for which other reasonable arrangements for care cannot be made; and

1.3 The death of a member of an employee's immediate family. *Subd. 2* The School Board has the right to verify the use of sick leave by requiring the submission of a written report of a medical authority.

Subd. 3 For the purposes of this section, immediate family shall mean: father, mother, spouse, child, sister, brother, grandmother, grandfather, mother-in-law, father-in-law, sister-in law, brother-in-law, grandparent-in-law, grandchild, significant other, parent of significant other, or children of significant other.

Subd. 4 Added time beyond the amount of time granted due to a death in an immediate family shall be determined at the discretion of the Superintendent.

Subd. 5 Unused sick leave may be accumulated to a maximum of 125 days. *Subd. 6* Sick leave for employees who do not work a normal work year will be pro-rated based on 1 1/4 day of sick leave for each month of employment.

Section 3. Worker's Compensation Policy

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

Subd. 2 A deduction shall be made from the employee's earned accrual of vacation or sick leave according to the pro-rata portion of sick leave or vacation days which are used to supplement the Worker's Compensation benefit.

Subd. 3 Such payment shall be paid by the School Board 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 and/or vacation pay result in the payment of a total daily, weekly, or monthly

compensation that exceeds the normal compensation of the employee.

Subd. 5 An employee who is absent from work as a result of an injury or illness compensable under the Worker's Compensation Act who elects to receive sick leave and/or vacation pay pursuant to the provisions of this Section shall submit the employee's compensation check endorsed to the School Board.

Section 4. Holidays Holidays for those employees working twelve and one-half (12.5) hours or more per week and up to forty (40) hours per week shall be prorated based on hours worked. The following fourteen (14) days are to be considered paid holidays:

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Thanksgiving Day
Friday following Thanksgiving
Christmas Eve
Christmas Day
Memorial Day
Labor Day
New Years Eve Day

Three (3) Floating holidays

Subd. 1 The calendar dates on which the above holidays will be observed shall be established by the School Board at the time the school calendar is adopted.

Subd. 2 Employees working less than a normal work year shall be eligible for only those holidays which occur during the employee's work year.

Section 5. Personal Leave Three (3) personal leave days shall be granted each school year for employees working 30 or more hours weekly and two (2) personal leave days shall be granted for those employees working up to 30 hours for incidents involving special obligations or emergencies which cannot be scheduled on non-duty days and are not authorized under other paid leave provisions. Such days shall be granted by the Superintendent according to the following guidelines:

Subd. 1 A satisfactory explanation and prior approval by the Superintendent shall be necessary if the personal leave day requested falls on a day immediately preceding or following school calendar holidays and scheduled recess periods.

Subd. 2 Personal leave days taken at other times shall require no explanation. The employee shall, however, state in writing prior to the absence that the leave is to be taken for important personal business, not of a recreational nature, and cannot be conducted on a non-duty day.

Subd. 3 In emergency situations, written request for personal leave may be submitted after the fact. It is understood that the employee will assume the responsibility in such an emergency of notifying their supervisor at the earliest possible time.

Subd. 4 Examples of some legitimate claims for personal leave:

-urgent legal matters or matters related to the settlement of a relative's estate;
-special examinations administered by universities in connection with degree programs;
-religious observances;
-pallbearer or funeral service of close relative, or very close friend, not covered by other paid

absence provisions;
-weddings in the immediate family or attendant in a wedding of a close friend.

Subd. 5 Examples of some situations which will not receive approval for personal leave with pay:
-personal recreational activities;
-interview and examination for other positions outside of the system; -convention attendance with spouse;
-activities which are for profit or pay.

Subd. 6 Under no circumstances may personal leave be used to engage in a strike, picketing, bannering or in any other concerted activity regarding conditions of professional service or policies of the School Board or in activities which disrupt the normal activities of any school.

Subd. 7 Employees working 30 or more hours per week may accumulate personal leave days to a maximum of four (4) days, and employees working less than 30 hours per week may accumulate personal leave days to a maximum of three (3) days.

Section 6. Jury Duty Bargaining unit employees summoned to jury duty will be granted paid absence, not deducted from sick leave, for the normal work days the employee is required to serve on jury duty. Employees granted paid absence for jury duty shall be paid their normal daily salary less jury duty fees for each normal work day the employee is required to serve on jury duty.

Section 7. Eligibility for Paid Absences To be eligible for paid absences established by this Article, an employee shall be employed for a normal work week of thirty (30) hours or more per week. Employees working at least twelve-and-one-half (12.5) but less than thirty (30) hours per week shall earn prorated benefits. Employees shall receive paid absences as follows:

30+ hours per week: 3 personal days, sick leave, vacation, and holidays
12.5 but less than 30 hours per week: 2 personal days, holidays, and pro-rated sick leave

Section 8. Bereavement Leave Upon advance notice and arrangement with the district, up to five days paid leave, noncumulative, may be used for the attendance at or arrangement of the funeral of an employee's spouse, child, parent, dependent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, niece, nephew, grandparent, grandchild, aunt, uncle, significant other, parent of significant other, child of significant other, or brother or sister of significant other.

Section 9. Bobbie's Clause At the discretion of the Superintendent, bereavement leave may be granted due to the death of a co-worker in the same unit.

Article IX
Unpaid Leaves of Absence

Section 1. Child Care Leave The School Board will grant a leave to an employee who makes a written application for such a leave subject to the following:

Subd. 1 The employee shall submit written application for a child care leave to the School Board at least 90 calendar days prior to the desired commencement of the leave except in the case of adoption, in which case the employee should, upon learning of the date of adoption, submit a written application for a request of child care leave to the School Board.

Subd. 2 Child care leave will commence at a date mutually agreed upon, not to exceed 15

calendar months. Upon signifying an interest to return to duty in writing, the School Board shall determine a mutually agreeable date of return. If there is no mutual agreement the School Board shall establish the date of return after taking into consideration individual characteristics and capacities, the ability to perform the duties of employment, efficiency, willingness to return to work, and the food service program. Employees shall be reinstated to their original position or a position of like status. In the case of child birth, the School Board may request the employee to furnish a statement from the employee's attending physician to help determine personal medical safety.

Subd. 3 The employee shall retain all seniority and fringe benefits which had accrued prior to taking the child care leave of absence.

Subd. 4 This shall be a leave of absence without pay during which an employee shall not accrue fringe benefits or be eligible for School Board insurance contributions, but shall accrue seniority.

Subd. 5 Pay and Fringe benefits will be calculated in accordance with the Family and Medical Leave Act (PLI 03.3).

Subd. 6 Adoption leave shall be granted in accordance with FMLA.

Subd. 7 Food service employees may simultaneously use their accumulated and unused sick leave during the Family Medical Leave Act (FMLA) absence only to the extent of the employees' six (6) week period of disability or eight (8) weeks for cesarean birth as certified by the Food Service Employee's doctor.

Subd. 8 A parent may take up to 6 weeks paid leave out of their accumulated sick leave balance, to care for their child and the child's mother.

Section 2. Leave of Absence Without Pay A leave of absence without pay may be approved by the School Board upon the recommendation of the Superintendent, to employees who request such a leave in writing.

Subd. 1 An employee on leave of absence without pay will not earn credit for advancement of the salary schedule or accumulated sick leave and other benefits during the period of the leave of absence.

Subd. 2 The duration of a leave of absence without pay shall be for up to one (1) year. Under unusual circumstances, a one (1) year extension of the leave of absence may be approved. Failure of the employee to request and be granted an extension or to return to duty at the end of the leave of absence without pay will thereby terminate the employee's employment with the School Board.

Subd. 3 The employee shall retain all seniority and fringe benefits which had accrued prior to taking leave of absence without pay.

Section 3. Leave of Absence for Disability The School Board will grant a leave of absence for disability without pay to employees who incur a disabling injury or illness, which prevents them from performing their job duties and responsibilities. The leave shall be for a period commencing on the date of the expiration of sick leave or from the date of income protection benefit eligibility, whichever occurs first, for a period of 12 consecutive months; unless the employee requests in writing a leave for a period of less than 12 consecutive months.

Subd. 1 The employee shall retain all seniority and fringe benefits which had accrued prior to taking leave of absence for disability.

Subd. 2 This shall be a leave of absence without pay during which an employee shall not accrue fringe benefits or be eligible for School Board insurance contributions, but shall accrue

seniority.

Section 4. Failure to Return from Leave Employees who do not return to duty at the expiration of a leave of absence provided by Section 1, 2, and 3 of this Article may continue in the group insurance established by Article VI, to the extent permitted by the insurance policy, at the employee's personal expense. An employee electing to continue participation in the group insurance programs shall arrange to pay the full monthly premium through the District Office. Any insurance benefit based upon income shall be calculated on the salary received during the last year the employee was on duty.

Article X
Hours of Work

Section 1. Normal Work Day The normal workday of a full-time employee will be six (6) hours.

Section 2. Normal Work Week The normal workweek of a full-time employee will be 5 normal workdays.

Section 3. Normal Work Year The normal work year of a full-time employee will be those days during a school year on which food is served.

Section 4. Overtime Hours worked under the following conditions which have the prior authorization of the Director of Food Services, or a designated representative in the Director's absence, shall be considered overtime.

Subd. 1 Daily: For all employees, the regular hourly rate shall apply and any hours worked over eight (8) shall be paid at the overtime rate at time and one-half the employee's hourly rate of pay.

Subd. 2 Weekly: For all employees, the regular hourly rate shall apply and any hours worked over forty (40) shall be paid at the overtime rate at time and one-half the employee's hourly rate of pay.

Subd. 3 Holidays: Hours worked on a holiday, as established by Article VIII, Section 4, shall be paid at the rate of 1 1/2 times the employee's hourly rate of pay in addition to holiday pay.

Subd. 4 Night and weekend hours worked on an evening or weekend (Saturday or Sunday), or on a holiday function, special events after the normal workday or the extension of a normal workday, or worked after being called back from the normal workday shall be compensated at the rate of 1 and 1/2 times the employee's hourly rate of pay. Overtime opportunities will be provided on a circular rotation basis for all cooks with a normal workweek of 15 or hours.

Section 5. Emergency Closing On days when school is canceled due to an unscheduled emergency, or in the event that the District declares an e-Learning day, the District must continue to pay the full wages for scheduled work hours and benefits of all employees for the duration of the emergency closing and/or e-Learning period. During the emergency closing and/or e-Learning period, employees must be allowed to work from home to the extent practicable, be assigned to work in an alternative location, or be retained on an on-call basis for any potential needs.

Section 6. Rest Period Employees scheduled to a normal work day of four (4) hours or more shall be scheduled a 15-minute rest period during the normal work day to be taken at a time and

location approved by the Cook Manager. Employees who are full time shall receive an additional 15-minute rest period during the normal work day.

Article XI
Absences from Work

Section 1. Employee Notification Employees who are unable to report to their normal work day shall have the personal responsibility to notify their immediate supervisor of such absence as soon as possible prior to the beginning of the normal work day, except in the event of extenuating circumstances. Failure to make such notification may be grounds for discipline by the School Board.

Section 2. Resignation Failure to report for work without notification to the employee's supervisor may be considered by the School Board as a resignation on the part of the employee, except in extenuating circumstances.

Section 3. Absence Without Pay Employees may be granted absences without pay to a maximum of five (5) normal work days per year. Requests for absence without pay shall be made in writing, at least three (3) calendar days in advance of the date of absence, provided that the three calendar day notice may be waived by the School Board in cases of personal emergency. The approval of requested absence without pay shall be at the sole discretion of the School Board, which is subject to the grievance procedure.

Subd. 1 An absence without pay shall not affect fringe benefits or seniority of an employee.

Subd. 2 Employees requiring an absence without pay in excess of five (5) normal work days during a year, shall request a leave of absence without pay in accordance with the provisions of Article IX, Section 2.

Article XII
Retirement

Section 1. Options The purpose of the Food Service Early Retirement Incentive Plan is to encourage employees to develop a financial plan for their future by providing money, which would otherwise have been available at retirement, for investment during the course of employment with the district. The Plan will require participation by the employee coupled with a matching contribution from the District. Such a plan shall be conducted under the rules of I. R. C. 403(b). Employees may participate on only one level.

Subd. 1 Food Service Retirement Trust Level I–(For Food Service Employees employed after June 30, 2001)

1.1 Eligibility

a. All full time food service employees whose initial employment in the district began on or after September 1, 2001, may participate in a district matching annuity program provided in M. S. §356.24.

b. Food Service Employees electing to participate must notify the School District by October 1st of the school year of participation. After food service employees initially elect to participate in the District Matching funds program, they may only change their contribution amount once/year.

c. Defined Contribution Plan (Step Placement Maximum Annual District Matching Contribution)

Years of Service	2024-2025	2025-2026
0-2	$0	$0
3-10	1,350	1,350
11-15	1,600	1,600
16-20	1,850	1,850
21-25	2,100	2,100
26 years of service	2,200	2,200
Max. Career District Matching Contribution	30,400	30,400

Subd. 2 Food Service Retirement Trust Level II–For Food Service Employees employed before July 1, 2001.

2.1 Eligibility

a. Full time food service employees hired prior to July 1, 2001, may participate in a district matching annuity program provided in Minn. Stat. §356.24.

b. Food Service employees electing to participate must notify the School District by October 1st of the school year of participation. After food service employees initially elect to participate in the District Matching funds program, they may only change their contribution amount once per year.

2.2 Any full time food service employee who, because of age and step, will not be able to reach maximum career district contributions by the end of the school year in which they turn 58, will participate in the matching plan at an enhanced rate of $2,000 for 2024-2025 and $2,000 for 2025-2026. These individuals will be contacted by the Business Office to clarify their maximum annual matching contribution.

Section 2. Hospital Insurance

Full time employees, employed by the district prior to July 1, 2009, who retire prior to the age of Medicare eligibility and who meet the eligibility conditions established by Article XII, Subd. 3, 3.1, may individually elect to continue participation in the group hospitalization plan established by Article VI, Section 3 of this contract at the employee's personal cost until Medicare Eligibility.

Subd. 1 School Board Contributions

The School Board will contribute according to Article VI, Section 3, single coverage only, up to a maximum of seven years or Medicare eligibility whichever is first according to the following formula.

1.1 Four years of health insurance

1.2 An additional one year of health insurance provided the employee has served the district for twenty (20) years.

1.3 An additional one year of health insurance if the employee has accumulated seventy-five (75) days of sick leave and has 20 years of service.

1.4 An additional one year of health insurance if the employee has accumulated one hundred (100) days of sick leave and has 20 years of service.

Section 3. Dental Insurance Employees who retire from ISD #282, may continue participation in the group dental insurance plan at the employee's expense.

Article XIII
Grievance Procedure

Section 1. Definition A grievance shall be defined as a dispute concerning the interpretation of or the adherence to the terms and/or provisions of this Contract.

Section 2. Procedure In the event of an alleged grievance the employee or employees involved shall discuss the matter with their immediate supervisor within 14 calendar days from the date the grievance occurred. If the grievance is not resolved within five (5) calendar days following the discussion between the employee(s) involved and their immediate supervisor the grievance may be appealed in accordance with the following:

Step 1. Within ten (10) calendar days following the employee and immediate supervisor discussion the Union shall give written notice of an appeal to the Superintendent or designee. The Superintendent or designee and the Union Steward shall meet and attempt to resolve the grievance within five (5) calendar days after the Union appeal is received by the Superintendent or designee.

Step 2. Within ten (10) calendar days following the Steward-Business Manager meeting the Union shall give written notice of appeal to the Superintendent. The Superintendent and a Union Business Representative shall meet and attempt to resolve the grievance within ten (10) calendar days after the Union appeal is received by the Superintendent.

Step 3. If the grievance remains unresolved following the Superintendent and Union Business Representative meeting the Union may appeal the grievance, within ten (10) calendar days, to arbitration as provided by the provisions of Section 3 by written notice to the Chairperson of the School Board.

Section 3. Arbitration An alleged grievance appealed in accordance with Step 3 shall be submitted to arbitration in accordance with the PELRA.

Article XIV
Discipline

Section 1. Discipline for Just Cause The School Board shall have the right to discipline employees for just cause. Disciplinary actions by the School Board shall include only the following:

1) Oral reprimand
2) Written reprimand
3) Suspension
4) Discharge.

Employees who are discharged shall be notified in writing of such action, together with a statement of the reason(s) for discharge, a copy of which shall be forwarded to the Union.

Section 2. Grievance Procedure A written reprimand, suspension, or discharge of an employee may be processed through the procedures of Article XIII (Grievance Procedure).

Article XV
Miscellaneous Terms and Conditions

Section 1. Probationary Period New employees of the School Board shall serve a probationary period of ninety (90) consecutive calendar days of employment. During the probationary period an employee may be terminated at the sole discretion of the School Board, without such termination being appealable through the grievance procedure.

Section 2. Posting New positions or vacant positions shall be posted at each school in the food service area for a period of seven (7) calendar days. In the event the School Board determines to discontinue or not to fill a vacant position, the Union, through the union steward, shall be notified in writing of such determination. Applicants must submit bids in writing before the close of the posting. All applicants will be given consideration for the opening and the selected applicant will be notified within seven (7) calendar days after the close of the posting. Written requests for a change in schools, lateral change or downgrade will be considered along with others who have applied for the posted job.

Section 3. Notice of Resignation Employees resigning from employment shall give fourteen (14) calendar days written notice to the School Board of their intention to resign.

Section 4. Notice of Termination Employees shall be given at least fourteen (14) calendar days written notice of termination of employment by the School Board, except for employees terminated for just cause in accordance with the provisions of Article XIV and for employees terminated under the provisions of Section 1 of this Article.

Section 5. Re-Employment Employees who are re-employed following resignation or termination of employment shall be considered new employees for the purpose of fringe benefits and wage step placement, provided that employees re-employed following less than a six-month interruption of employment may have their previously earned fringe benefits and former wage step restored.

Section 6. Seniority Seniority shall be defined as the length of continuous full-time equivalency employment beginning from an employee's most recent date of employment.

Subd. 1 In the event it is necessary to reduce the work force the affected employee shall have the right, if qualified, to replace an employee with less seniority. A replaced employee shall have the right, if qualified, to replace an employee with less seniority. This process shall be repeated until the employee with the least seniority is laid off. A laid off employee shall have the right to recall for a period of 24 months from the date of lay-off.

Subd. 2 Employees shall be recalled from lay-off based on seniority. If qualified. the last employee laid off shall be the first employee recalled. Employees notified of recall shall respond in writing within ten (10) calendar days from the date of notification or forfeit any right to recall.

Subd. 3 Employees who are recalled to work shall have their seniority, hourly rate step placement, and earned sick leave benefits at the time of lay-off, reinstated.

Article XVI
Duration

Section 1. Term and Reopening Negotiations This contract shall remain in full force and effect for a period commencing on July 1, 2024, unless specified otherwise herein, through June 30, 2026, and thereafter until modifications are made pursuant to PELRA if either party desires to modify or terminate this Contract commencing on June 30, 2026, it shall give written notice of such intent not later than May 1, 2026. All previous memorandums of understanding shall sunset and will not be considered part of this contract. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) calendar days prior to the expiration of this contract.

Section 2. Effect This Contract constitutes the full and complete agreement between the School Board and the Union as the exclusive representative of the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School Board 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 contract, shall not be open for negotiations during the term of this Contract, provided that the parties may *mutually* agree to modify any provision of this Contract.

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

AGREED TO as the full and complete understanding between the parties as attested to by signatures of the following representatives of the School Board and the Union.

DocuSigned by:

Contract Organizer
SEIU Local 284, Aaron Janson

Ben Phillip
ISD 282 School Board Chair

DocuSigned by:
Tim Anderson

Executive Director of Human Resources and Operations
Dr. Tim Anderson

School Board Clerk,
Laurel Hood

Signed by:
Renee Corneille

Superintendent,
Dr. Renee Corneille

Signed by:

Steward,
Colleen Christenson

Dated this 28 day of February, 2025.

Insurance Addendum
Teacher's Contract

Article X

C. Hospitalization Insurance

1. The school district shall contribute $570.76 per month in 2023-2024 toward the premium cost for the single high deductible plan for all eligible teachers employed .73 of the day or more, who are in the School District group health, hospitalization and major medical plan. Beginning June 1, 2024 the school district shall contribute $584.00, plus half of any rate increase, per month toward the premium cost for the single high deductible plan for all eligible teachers employed .73 of the day or more, who are in the School District group health, hospitalization and major medical plan. Conversely, any insurance rate savings will be split equally between district and teacher.

2. The school district shall contribute $1,678.14 per month in 2023-2024 toward the premium cost for the family high deductible plan for all eligible teachers employed .73 of the day or more, who are in the School District group health, hospitalization and major medical plan. Beginning June 1, 2024, the school District shall contribute $1,724.00 plus half of any rate increase, per month toward the premium cost for the family high deductible plan for all eligible teachers employed .73 of the day or more, who are in the School District group health, hospitalization and major medical plan. Conversely, any insurance savings will be split equally between district and teacher.

3. Beginning October 1, 2004, the District shall offer a high-deductible health insurance plan coupled with a VEBA Trust in addition to its other health insurance plans. Each employee who chooses to enroll in the high-deductible/VEBA plan shall receive a District contribution to a VEBA account set up for that employee. The following provisions shall apply to the high-deductible/VEBA plan offered by the District:

   a. Single Coverage: The School District will make a $550 annual contribution to the employee's VEBA account in the 2023-2024 and 2024-2025 school years.

   b. Dependent Coverage: The School District will make a $1,100 annual contribution to the employee's VEBA account in the 2023-2024 and 2024-2025 school years.

   c. Timing of Deposits: VEBA deposits will be made twice annually. Deposits will be made once on October 1st or the next business day if a weekend and on Feb 1st or next business day if a weekend.

   d. Administrative Costs: The School District shall contribute up to $4.00 per account per month toward the cost of administering active employees' VEBA accounts.

4. Teachers hired after March 1st, 2014 are only eligible for the high deductible hospitalization insurance plan