

MASTER AGREEMENT

Between

**Independent School District #206
Alexandria, Minnesota**

And

**Minnesota School Employees Association
Food Service**

July 1, 2025 – June 30, 2027

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AGREEMENT BETWEEN
INDEPENDENT SCHOOL DISTRICT NO. 206
AND
MINNESOTA SCHOOL EMPLOYEES ASSOCIATION
FOOD & NUTRITION SERVICES

ARTICLE I

PURPOSE

This agreement is entered into between Alexandria Public Schools, Alexandria, Minnesota, hereinafter referred to as the School District, and the MINNESOTA SCHOOL EMPLOYEE'S ASSOCIATION, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for all food service employees employed by Alexandria Public Schools who are public employees within the meaning of the P.E.L.R.A., excluding supervisory, confidential and all other employees.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATION

Section 1. Recognition:

The School District recognizes the Minnesota School Employees Association as the exclusive bargaining representative for all food service employees within the appropriate bargaining unit.

Section 2. Appropriate Unit:

The exclusive representative shall represent all food service employees employed by the School District who are employed 14 hours per week or 35% of the normal workweek in the classification of the unit. Supervisory employees as determined by the Bureau of Mediation Services shall be excluded from the unit.

ARTICLE III

DEFINITIONS

Section 1. Terms and Conditions of Employment:

The term "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than School District payment of, or contribution to, premiums for group insurance coverage for retired

employees, and the School District's personnel policies affecting the working conditions of the employees. "Terms and conditions of employment" is subject to the provisions of the P.E.L.R.A.

Section 2. Description of Appropriate Unit:

For purposes of this Agreement, the term appropriate unit shall mean all food service employees, employed by the School District who are public employees within the meaning of P.E.L.R.A., excluding supervisory, confidential and all other employees. Positions covered by this unit shall be 14 hours or more per week.

Section 3. School District:

For purposes of administering this Agreement, the term "School District" shall mean the School Board or its designated representative(s).

Section 4. Other Terms:

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

ARTICLE IV

MANAGEMENT RIGHTS

Section 1. Inherent Managerial Rights:

The exclusive representative recognizes the School District is not required to meet and negotiate on matters of inherent managerial policy, which includes but are not limited to such areas of discretion or policy as the functions and programs of the food service employees, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Reservation and Managerial Rights:

The foregoing enumeration of board rights and duties shall not be deemed to exclude other inherent management rights. Management functions not expressly delegated in this Agreement are reserved to the School District.

ARTICLE V

EMPLOYEE RIGHTS

Section 1. Payroll Deduction:

Pursuant to M.S. § 179A.06, the Employer will deduct from the regular payroll: Association dues for those employees in the bargaining unit who are members of the Association and who have requested in writing to have their regular Association dues paid by payroll deduction.

Sub. 1.: Employers must commence deductions within 30 days of notice of authorization from the exclusive representative and must remit the deductions to the exclusive representative within 30 days of the deduction. The failure of an employer to comply with the provisions of this paragraph shall be an unfair labor practice under section 179A.13, the relief for which shall be reimbursement by the employer of deductions that should have been made or remitted based on a valid authorization given by the employee or employees.

Subd. 2. Remission of Withheld Funds: The aggregate of funds deducted and withheld from all employees in the bargaining unit shall be remitted by the Employer together with an itemized statement to the Minnesota School Employees Association no later than thirty (30) days following the end of each payroll period.

Sub. 3. Bargaining unit information: Within 20 calendar days from the date of hire of a bargaining unit employee, a public employer must provide the following contact information to an exclusive representative in an Excel file format or other format agreed to by the exclusive representative: 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 public employer; date of hire; and work email address and personal email address on file with the public employer.

Sub. 4.: Every 120 calendar days, a public employer must provide to an exclusive representative in an Excel file or similar format agreed to by the exclusive representative the following information for all bargaining unit employees: name; job title; worksite location, including location within a facility when appropriate; home address; work telephone number; home and personal cell phone numbers on file with the public employer; date of hire; and work email address and personal email address on file with the public employer.

Sub. 5.: A public employer must notify an exclusive representative within 20 calendar days of the separation of employment or transfer out of the bargaining unit or a bargaining unit employee.

Section 2. Right to Views:

Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any food service employee or their representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative; nor shall it be construed to require any employee to perform services or labor against their will.

Section 3. Right to Join:

Food service employees shall have the right to form and join a labor organization, and shall have the right not to form and join such organizations. Food service employees in an appropriate unit shall

have the right by secret ballot to designate the Exclusive Representative for the purpose of negotiating grievance procedures and the terms and conditions of employment.

Section 4. Employee Bulletin Boards:

The School District shall continue to make available bulletin board space in convenient places in the work areas for the purpose of posting exclusive representative information.

Section 5. Access to School District Facilities:

The exclusive representative and its members shall have access to School District facilities for the purpose of conducting business of the exclusive representative during non-working hours.

ARTICLE VI

SENIORITY

Section 1. Definition:

Seniority shall be defined as the preference to which a food service employee is entitled to in connection with lay-off and recall, in recognition of their length of service with the School District. Seniority shall, for the purposes of lay-off and recall, be determined based on the total hours for which a food service employee received pay while working in a position covered by this Agreement.

Subd. 1. Classification Seniority: Classification seniority will be defined as the length of continuous service an employee has served in a particular classification covered by this Agreement.

Section 2. Loss of Seniority:

Seniority shall be lost by any of the following:

1. Voluntary quit.
2. Discharge, for just cause.
3. Lay-off for more than 24 months.

Subd. 1. Lay-off/Recall: The food service employee with the least seniority in the affected classification shall be considered for lay-off first. When an employee is in a position that is eliminated, the employee will have the right to replace the least senior employee in the same classification or, if necessary, the employee with the least bargaining unit seniority in the next lower classification.

Employees shall be recalled in the reverse order of lay-off. The last employee laid off shall be the first recalled. This section does not apply in those cases where a lay-off is due to a building being closed temporarily because of equipment breakdown, quarantine, loss of a utility or damaged from natural or unnatural disaster.

Subd. 2.: In the event of a layoff, the District will notify the Exclusive Representative and the affected employee(s) as soon as possible, but no later than thirty (30) calendar days prior to the layoff becoming effective. If the District is unable to provide thirty (30) calendar days' notice, the affected employee(s) will receive payment in lieu of notice equal to their regular wages for the period between the notification date and the effective date of the layoff, up to a maximum of thirty (30) days.

Section 3. Job Openings:

Subd. 1.: Seniority as defined in Section 1. shall be a consideration for Food Service employees who apply for a job opening. In the event of a job opening, the job shall be announced electronically for a period of five (5) calendar days for the months of October through July and (3) working days for the months of August and September and food service employees in the bargaining unit, who are qualified for the vacancy, shall be given the opportunity to apply for the position. All job openings will be filled as soon as can practically be accomplished. This does not apply to probationary food service employees.

Subd. 2. Posting of Positions: If a position has an increase in hours sufficient enough to create a position that pays benefits or if the position increases by 1 and ½ or more hours per day in any twelve (12) month period, it shall be posted in accordance with Article 6, Section 3.

Subd. 3. Written Notice of Interest: When a position is open or a new position created, employees will be given the first opportunity to fill the position in accordance with the procedure in Subd. 4. If no employee serves notice of interest or is qualified for the position, outside applicants will be considered in accordance with the procedure outlined in Subd. 4.

Subd. 4. Filing vacancies: When an employee serves written notice of interest for a position in the same or a lower classification, seniority will be the main factor in filling the vacancy within the respective division. The school district may also consider other qualifications.

When a qualified employee serves notice of interest for a position in a higher classification the School District will fill the position with the most qualified employee from the division. Under any circumstances if qualifications are substantially equal the School District will give preference to the senior employee. An employee not given a position may request a written explanation.

If no applicant from the first division is placed in the position, the School District will hire the most qualified person from the other division or an outside applicant. If qualifications are substantially equal, the School District will give preference to the senior employee from the other division.

Subd. 5. Position Elimination: In the event that a position is eliminated, the food service employee in the eliminated position will bump the least senior food service employee. If the least senior food service position is in a classification lower than the displaced employee currently holds, they shall go to the adjusted salary level, but will maintain their increment level.

Section 4. Seniority List:

The School District agrees to prepare and post a division seniority list of all food service employees covered by this Agreement. The Seniority List shall be prepared and posted every year in January on the Staff Internet unless a written and dated statement challenging the seniority standing of any food service employee is filed within fifteen (15) working days after the date the Seniority List is posted, the seniority standing of the food service employees as shown on such Seniority List shall be deemed to be correct.

Subd. 1. Seniority Ties: In the event more than one employee has the same seniority date, seniority ranking shall be determined by the employee ID number assigned by the District at the time of hire.

Section 5. Reassignments and/or Transfers:

Reassignments and/or transfers due to organizational changes, difficulties in the employee's employment, physical, personality difficulties or mental inability to perform duties may be made by the School District for cause without the employee's consent. The School District shall notify the employee involved in writing with a copy to the exclusive representative of the specific reasons why a transfer or reassignment is necessary, and the School District shall also include a list of current positions for which the employee who is to be transferred or reassigned would be qualified. Employees who are in positions that the employee being transferred or reassigned qualifies for shall in the order of seniority have the right to voluntarily change positions. Should no employee in one of these positions voluntarily transfer, the employee with the least seniority for which the transferring or reassigned employee qualifies, shall be required to make the transfer.

If an employee is transferred under this provision and a second employee is impacted and is required to transfer either voluntarily or involuntarily, the affected person may return to their original position if it becomes vacant within 12 months from the effective date of the original transfer.

ARTICLE VII

PROBATIONARY PERIOD

Section 1. Probationary Period:

Any food service employee under the provisions of this Agreement shall serve a probationary period of 120 working days. At any time during the original 120 working days probationary period the school district shall have the right to suspend, without pay, discharge without cause or otherwise discipline such employee. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated. If an employee receives a promotion within their initial probation period, they shall serve out the remainder of the 120 working days plus thirty (30) calendar days.

Section 2. Probationary Period; Change of Position (Lateral Transfer, Lower Classification):

In addition to the initial probationary period, the affected employee transferred to a new position shall serve a new probationary period of 30 (thirty) student contact days. During the 30 student contact days probationary period, if it is determined that the employee's performance is unsatisfactory, the School District shall have the right to reassign the employee to their former position. If the employee is dissatisfied in their new position, the employee shall be granted the right to be reassigned to their former position and job site.

Section 3. Probationary Period; Change of Position (Promotion to Higher Classification):

In addition to the initial probationary period, the affected employee transferred to a new position shall serve a new probationary period of 90 (ninety) student contact days. During the 90 student contact days probationary period, if it is determined that the employee's performance is unsatisfactory, the School District shall have the right to reassign the employee to their former position. If the employee is dissatisfied with their new position, the employee shall be granted the right to be reassigned to their former position and job site.

Section 4. Completion of Probationary Period:

An employee who has completed the initial probationary period may be suspended without pay or discharged only for cause. An employee who has completed the initial probationary period and is suspended without pay or discharged shall have access to the grievance procedure.

ARTICLE VIII

DISCIPLINE

Section 1. Discipline:

Subd. 1. Just Cause: Disciplinary action may be imposed upon an employee only for just cause.

Subd. 2. Minor infractions: Initial minor infractions, irregularities or deficiencies shall be accomplished in a confidential manner.

Subd. 3. Grievance Procedure: Any unjust disciplinary action imposed upon an employee may be processed through the grievance procedure.

Subd. 4. Normal Disciplinary Procedures: The normal disciplinary procedure shall be as follows:

- (1) Oral reprimand, accompanied by a written directive clarifying expectations.
- (2) Written reprimand (Copy to exclusive representative office)
- (3) Suspension or Demotion (Copy to exclusive representative office)

(4) Discharge (Copy to exclusive representative office)

Section 2. Right to Union Representation:

Subd. 1. Union Present: The employee shall have the right to have Union representation during an investigation that may lead to suspension, demotion or discharge action.

Subd. 2. Right to Grieve: The exclusive representative shall have the right to take up a suspension and/or discharge or demotion as a grievance at the second (2nd) step of the grievance procedure and the matter shall be handled in accordance with the grievance procedure through the arbitration step if deemed necessary.

Section 3. Probationary Employees:

The District shall notify the employee in writing, with a copy to the exclusive representative office, of the reason(s) for discharge. Probationary employees may have the exclusive representative process the grievance on discharge through Step 3 of the Grievance Article, but such grievances shall not be subject to the arbitration provisions of this Agreement.

ARTICLE IX

PERSONNEL RECORDS

Section 1. Oral Reprimands:

An oral reprimand accompanied by a written directive and corrections shall become part of an employee's personnel record. After 3 years from the date of the oral reprimand, an employee may request to have this oral reprimand with directives removed from their file. This document may be removed if there have not been any other disciplinary actions of any nature placed in the file.

Section 2. Copy of Record:

Each food service employee will be furnished with a copy of all evaluative and disciplinary entries into their personnel office record and shall be entitled to have their written response included therein. All disciplinary entries in the personnel office record shall state the corrective action expected of the employee.

Section 3. Right to View Record:

The contents of an employee's personnel office record shall be disclosed to them upon their request and to the exclusive representative upon the written request. In the absence of the Superintendent, Human Resources Director or Personnel Secretary, the employee's personnel office record will be disclosed as soon as practically possible or no later than the end of the next working day.

ARTICLE X

PAID LEAVE

Section 1. Personal Leave:

Notices for personal leave and leave without pay must be entered into the absence management system to the respective Food Service Director or designee at least five (5) days in advance. The number of unit employees on personal leave or leave without pay at any one time will be limited to no more than five (5) percent of the unit employees under a Food Service Director or designee jurisdiction or may exceed 5% if subs or coverage is available. At the beginning of the year, each building/department will determine the coverage plan to be followed when employees are gone.

Subd. 1.: To be eligible for Personal Leave and Leave Without Pay, unit members must have completed their probationary period:

- (1) Upon completion of probation, each employee is allowed two personal leave days (x) daily hours worked per year, with the option that if not used the employee will be reimbursed at 100% of their daily rate of pay. Paid leave must be used prior to unpaid leave.
- (2) Upon completion of probation, each employee is allowed three (3) days of leave (x) daily hours worked **without pay** per work year.

Subd. 2.: After 2 years of employment, employees covered shall be entitled to the following:

- (1) Three personal leave days (x) daily hours worked per year with the option that, if not used, the employee will be reimbursed at 100% of their daily rate of pay. Paid leave must be used prior to unpaid leave.
- (2) Each employee is allowed two (2) days of leave (x) daily hours worked **without pay** per year.

Subd. 3.: Effective July 1, 2024, after 10 years of employment, employees covered shall be entitled to the following:

- (1) Four personal leave days (x) daily hours worked per year with the option that, if not used, the employee will be reimbursed at 100% of their daily rate of pay. Paid leave must be used prior to unpaid leave.
- (2) Each employee is allowed 1 day of leave (x) daily hours worked **without pay** per year.

Personal leave will not be granted during the first four (4) student contact days each year, or the last four (4) student contact days each year. The only exceptions would be if there is a “lifetime event” (i.e. a marriage, college graduation or an event that cannot be emulated on any other day). The

Superintendent and/or their designee are authorized to make exceptions to the beginning and ending of the year restrictions.

Section 2. Paid Holidays:

Two paid holidays will be granted to Food Service employees: (1) one to be paid for Christmas Day and (1) to be paid for Memorial Day. To qualify for holiday pay, the employee must have been employed for a minimum of thirty (30) calendar days prior to the holiday and must work their scheduled shifts before and after the holiday (unless using approved paid leave).

ARTICLE XI

ALLOWANCES

Upon completion of the initial probationary period, the School District will provide two uniforms per each bargaining unit member per year. The uniform shall become the property of the employee.

Upon completion of the initial probationary period, each food service employee will be given a shoe allowance of up to \$75.00 per year. A receipt must be turned into the food and nutrition supervisor.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Postings:

Postings will be posted on the school district website.

Section 2. Staff Development:

Staff development classes, which are made available, shall be prepaid by the School District. If a class is not attended for other than an emergency reason, the employee will repay the School District for the cost of the class. A request for leave beyond three (3) day maximum must be submitted in writing to your supervisor no less than five (5) working days before the date(s) of the requested leave.

Section 3. Unit Steward:

The food service group will have two School District unit steward representing the food service team in School District level planning. The members will be elected because of their leadership in the group and desire to work to make District 206 a better place for all learners. The unit steward will take part in School District planning sessions and communication back to the members of the group. Compensation for each unit steward will be \$250/year divided over the months of October through May.

ARTICLE XIII

HOURS OF SERVICE

Section 1. Work Schedules:

Work schedules and time schedules shall be arranged by the food service director in cooperation with the appropriate building administrator.

Subd. 1. Basic Work Week: Will consist of five consecutive days. For overtime purposes, the work week shall be Sunday through Saturday.

Subd. 2. Basic Work Day: Will consist of consecutive regularly scheduled hours.

Subd. 3.: Any employee who is called back to their place of work after the basic work day to perform district-funded food service work at the request of their supervisor shall be paid a minimum of 1.5 hours or actual hours worked, whichever is greater.

Subd. 4.: If an employee reports for work on a scheduled school calendar day and school is closed after they report, they will be compensated for one and one-half (1.5) hours or the actual hours worked, whichever is greater.

Section 2. Full-Time Employees:

A full-time employee is defined as an employee who regularly works six (6) or more hours per day.

Section 3. Work Days:

Employees shall work all days that school is in session for these programs or such other times as may requested by the Food Service Director. This includes up to 5 extended contract days for back to school preparations, workshops or professional development. Regular School Food Programs consist of Breakfast, Lunch, Compass Program, ECFE, Head Start, Snacks and school meetings.

Section 4. Breaks:

The employer shall provide rest breaks in accordance with MN Statute 177.253, subdivision 1 and the employer shall provide meal breaks in accordance with MN Statute 177.25, subdivision 1.

ARTICLE XIV

RATES OF PAY

Section 1. Rates of Pay:

The wages and salaries reflected in Appendix A, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2025 to June 30, 2027.

Subd. 1.: New rates shall be effective for any work performed on or after July 1. Employees hired prior to 7/1/2020 who currently receive their earned compensation over a 12-month period may continue this practice until they opt out and choose to be paid by the timeclock or leave employment from this group. Effective 11/1/2020, all newly hired employees and employees paid by timeclock will continue to be paid by timeclock.

Subd. 2. (Transition to Timeclock Pay): Effective June 30, 2026 the practice of distributing earned compensation over a twelve (12)-month period for Food and Nutrition Services employees shall be discontinued. Any compensation owed under the twelve (12)-month distribution method will be paid in full on June 30.

Beginning with the start of the subsequent school year, all Food and Nutrition Services employees shall be compensated as hourly timeclock employees and paid semi-monthly in arrears for actual hours worked. This provision applies to all employees, regardless of hire date, and supersedes any prior election to receive twelve (12)-month pay.

Section 2. School Closing:

The district acknowledges that under extreme circumstances, such as a natural disaster or a nationwide pandemic, members of the food and nutrition services team may be requested to prepare meals (excluding snacks) for non-student contact days.

In the event a worker is requested to prepare meals, that are sponsored by the school district or involve the expenditure of district funds for non-student contact days, throughout the regular workday/workweek, they will receive their regular rate of pay and shall be granted permission to work extra hours beyond their normal workday/workweek to fulfill the request. In the event the hours exceed 40 in the workweek, overtime will be applied.

Section 3. Continuing Education Units CEUs:

Members of the School Nutrition Association will have the opportunity to achieve certification. Certification can be obtained by earning a required number of continuing education credits (CEUs). The employee will be responsible for the cost of the CEUs for training programs that are not offered by the District and the employee will not be paid for the hours worked to obtain CEUs outside of what is required by the District.

There are four (4) levels of certification. Each level of certification requires a certain amount of CEUs and will accompany an increase to the employee's hourly pay rate as outlined below. Note: rates are not combined.

Level 1: \$0.25

Level 2: \$0.50

Level 3: \$0.65

Level 4: \$0.95

Section 4. Events/Catering:

Subd. 1.: All food preparation, serving, and related duties for events that are sponsored by the School District or involve the expenditure of district funds shall be considered regular FNS work and be compensated at the employee's regular rate of pay.

Subd. 2.: Catering work consists of food preparation, serving, and related duties for events that are **not** sponsored by the School District and do **not** involve the expenditure of district funds. FNS employees who wish to participate must sign up with the Director of FNS. Any catering work performed beyond the employee's regular contract workday shall be compensated at the employee's regular hourly rate plus an additional \$2.00 per hour.

Section 5. Working Out of Classification:

When an FNS kitchen employee is asked to substitute in a higher classification and the employee is trained and performs all duties of the higher classification, they will be paid at their regular step and increment plus a flat rate of an additional \$2.00 an hour.

Section 6. Overtime:

Overtime will be paid at time and one-half the employee's normal rate of pay. Overtime is calculated based on a work week of Sunday through Saturday.

Subd. 1.: For work involved with the preparation and serving of food to students/faculty of the District, overtime will be paid after 40 hours worked in a week.

Subd. 2.: All overtime must be pre-approved by the Food Service Director and/or their designee.

ARTICLE XV

GROUP INSURANCE

Section 1. Selection of Carrier:

The selection of the insurance carrier and policy shall be made by the District.

Subd. 1.: Eligibility – for the purpose of this agreement, any employee whose regular work schedule is 30 or more hours per week in a regularly established position, will be eligible for the following insurance benefits.

Section 2. Health Insurance:

The School District shall contribute the sum of up to but not to exceed \$700.00 per month beginning July 2025-2026 school year for single or family coverage and beginning July 2026-2027 school year \$875.00 single coverage and \$900.00 family coverage per month for months worked toward the premium cost for each regular food service employee who qualifies for and is enrolled in the school district group health insurance plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. Eligible insurance benefits will be pro-rated over 12 months.

Section 3. Dental Insurance:

The School District shall pay up to but not exceed \$40.00 per month toward the premium for dental insurance for each employee qualified and enrolled in the School District's group dental insurance plan.

Section 4. Life Insurance:

The School District shall pay up to \$8.50 per month for months worked towards a \$50,000 group term life insurance policy for all eligible employees. This will not be done until the quotes have been received for all employed groups. If the employee is employed beyond age 65, the face amount of insurance will reduce by 8% each year thereafter.

Section 5. Long Term Disability:

Effective 7/1/02 eligible employees (working thirty [30] hours or more per week) must participate and will pay the full premium for long-term disability coverage.

Section 6. Duration of Insurance Contribution:

A food service employee is eligible for the employer contribution as provided in this Article as long as the employee is employed by the School District. Upon termination of employment, all employer participation and contributions shall cease effective on the last working day.

Section 7. Early Retirement:

Effective 7/1/2023 a food service employee who applies for early retirement under PERA and has at least 10 years of service with the School District shall be eligible to remain in the existing group health plan. They shall remain eligible for District contribution toward family or single coverage, whichever was in effect at the time of retirement. The District will contribute the dollar amount equal to working active members of the unit pro-rated accordingly toward health insurance only until the end of

the month in which the employee becomes eligible for Medicare-Medicaid benefits, whichever comes first.

Post Retirement Benefits:

- Employees hired after July 1, 2014, will not receive a defined health insurance benefit at the time of retirement under current retirement qualifications.
- Employees hired after July 1, 2014, will receive a defined contribution from the School District as follows: (Employees with 10 years or less under the Food Service Nutrition agreement may opt to the following by September 1, 2014).
 - The School District will contribute \$500.00 per year for years four (4) through seven (7); a contribution of \$1,000.00 per year for years eight (8) through ten (10); a contribution of \$1,500.00 per year for years eleven (11) through twenty (20) and a contribution of \$2,000.00 per year for years twenty-one (21) through twenty-five (25). School District contributions will not exceed \$30,000.00 per employee. Contributions will be made for eligible, active employees at a pro-rated amount upon completion of each school year and contributed to the vested School District sponsored Health Reimbursement Account (HRA) in June of each year.
 - The School District contribution and accrued interest earnings will be subject to a 15-year vesting schedule and available to the employee after successful completion of a minimum of 15 years of service and the employee meets the retirement guidelines and separates from service. Upon retirement, all School District contributions will cease. If separation of service occurs at any time prior to successful completion of the employee's 15th year of services, the School District's contribution and any accrued interest earnings are forfeited and will be used by the School District to offset the required School District contribution amount for current and future employees. Upon the completion of 15 years of service the employee is considered fully vested (owns all funds outright) and the employee, upon meeting retirement qualifications, will receive the HRA funds as outlined above.

Section 8. Retirement Severance:

Employees who retire from the School District shall be granted the following percentage of their annual income earned in the 12 months prior to their retirement. To be eligible, you must be at least 59.5 years old and have completed at least 10 years of continuous service.

Length of employment:

Must have completed 10-15 years – 20%

Must have completed 16-20 years – 30%
Must have completed 21 or more years – 40%

The employee will receive the retirement pay in a lump sum in January of the following year. The actual cost of this benefit paid in the base year will be included in future base cost calculations.

If a retired employee dies before receiving their retirement pay, the employee's beneficiary will receive the retirement pay.

If an employee retires from the district and is eligible for the retirement severance benefits as outlined above, he/she shall receive the back pay for the time period worked if the contract has not been settled at the time of retirement.

ARTICLE XVI

LEAVES OF ABSENCE

Section 1. Sick Leave:

Each employee in this unit shall have the following paid sick leave for personal illness or accident:

Subd. 1.: Sick leave shall accumulate at the rate of 1.00 day per month (x) their hours worked for 10 months. Any unused sick leave will accumulate to a maximum of 120 days (x) their daily hours worked.

Subd. 2.: All sick leave used during the year will be deducted from the accumulated sick leave hours.

Subd. 3.: Effective 7/1/01, employees who reach the maximum (120 days (x) their daily hours worked) accrual of sick leave will be eligible to receive compensation. Employees will be compensated at their current hourly rate for hours in excess of maximum hours accrued as of June 30 of each contract year payable in July.

Subd. 4.: Certificates of illness by the attending physician may be required of all absences of more than three days duration. The Human Resources Director may make an exception by accepting a notice by another health care provider. Sick leave pay shall be approved only upon entry of absence into the Employee Absence Management System.

Subd. 5.: If a concern is expressed to the immediate supervising administrator or to the School District's Human Resources Director regarding the frequency of a food service employee's use of sick leave, the supervising administrator may request a certificate of illness by the attending physician for each subsequent use of sick leave (the immediate supervisor may require further authentication after conferring with the Human Resources Director and gathering input from the affected employee). Failure

to comply with the request for a physician's certificate of illness will result in disciplinary action to the food service employee.

Subd. 6.: Any individual who is unable to perform their duties because of personal illness or disability and who has exhausted all accumulated paid sick leave available or has become eligible for long-term disability benefits shall upon request be granted a medical leave of absence of up to one-year duration without pay. The School Board may, at its discretion, extend such leave upon written request. A request for medical leave of absence or extension thereof shall be accompanied by a written doctor's statement outlining the condition of health and estimated duration of incapacity. Upon return, the employee will be placed in an open position for which they are qualified without loss of seniority.

Subd. 7.: Any employee may use personal sick leave benefits provided by the School District for absences due to an illness of the employee's child for such reasonable period as the employee's attendance with the child may be necessary; on the same terms the employee is able to use sick leave benefits for the employee's own illness. Certificates of illness by the attending physician may be required for all absences of more than three (3) days duration.

Child is defined in M.S. 181.940, Subd. 4, as an individual under 18 years of age or an individual under age 20 who is still attending secondary school.

Section 2. Bereavement Leave:

Up to three (3) days of bereavement leave, charged to sick leave, will full salary, may be used in each year in the event a food service employee is absent due to the death of an immediate family member (husband, wife, grandparents, grandchildren, children, parents, brothers, sisters or same by law or an immediate family member of the household). The employee, with the consent of the Human Resources Director, may be granted an extension of bereavement leave. The decision of this team is non-grievable.

In the case of a death of anyone not specifically addressed by bereavement leave, the school district will provide a food service employee one day of bereavement leave each school year to attend a funeral or memorial service. This additional day shall not be accumulated from year to year and will be deducted from the employee's accumulated sick leave. A food service employee scheduled less-than-fulltime shall receive proportionate bereavement leave consistent with his/her scheduled day. Bereavement leave may be taken in ½ day or full day increments only.

Section 3. Worker's Compensation:

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

Subd. 2.: A deduction shall be made from the employee's accumulated sick leave accrual time according to the pro-rata portion of days of sick leave time which is used to supplement worker's compensation, unless the employee requests the deduction not be taken.

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

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

Section 4. Military Leave:

Military leave shall be granted in accordance with Minnesota statutes.

Section 5. Jury Duty:

When summoned for jury duty, employees will receive paid leave, less the daily per diem amount they receive from the court system. Employees should submit a copy of the jury summons to their supervisor and enter their absences into the absence management system. Upon receipt of juror pay, the employee should provide a copy of the payment remittance to Payroll for the deduction of the daily per diem amount (excluding expenses).

Section 6. Unpaid Leave:

Subd. 1. Child Care and Parental Leave: An employee will be granted childcare leave upon making a written application for such leave. The employee will submit a written request to the Food Service Director and the Human Resources Director three months prior to the commencement date of the leave except in an emergency. The welfare of the child and/or the employee will waive the advance notice requirement.

The beginning date of such leave and its duration shall be mutually agreed upon between the employee and the Human Resources Director.

Upon request by an employee on leave, the Human Resources Director may, but shall not be required to, permit the employee to return to employment prior to the date designated in the child care leave.

While on leave, the employee will have the option of continuing all insurance coverages to which the employee is entitled under the provisions of this contract by paying the full premiums for such coverage.

An employee on Child Care Leave for pregnancy may utilize sick leave pursuant to the sick leave provisions of the Agreement during a period of incapacity. The length of the incapacity will be determined by the attending physician. An employee will not be eligible for sick leave during a period of

time covered by a child care leave if they are not incapacitated. A pregnant employee will also provide at the time of the leave application, a statement from her physician indicating the expected date of deliver.

Child care leave shall be without pay or fringe benefits, but an employee will retain their seniority rights. The period of time for which the employee is on leave shall not be counted in determining the completion of the probationary period.

When an employee has been on leave, the employee will have the right of returning to the former position or a similar position if agreed upon by the employee and Human Resources Director.

Subd. 2. Leave of Absence: An employee who is unable to work because of personal illness or disability and who has exhausted all accumulated paid sick leave available shall be granted an additional leave of absence without pay for the duration of such illness or disability up to one (1) year. The leave may be renewed each year upon written request to the School District by the employee.

Employees who take unpaid medical leave for five months or less will return to their original position. However, if the unpaid leave is greater than six months, their position will be posted and filled. Upon return, the employee will receive an open position for which they are qualified without loss of seniority.

Section 7. Minnesota Paid Leave

Subd. 1. Use: Effective January 1, 2026, Minnesota Paid Leave will provide partial wage replacement and job protection to eligible employees, as prescribed in Minnesota Statutes, chapter 268B.

Subd. 2. Request: When this program is implemented, employees shall follow the process prescribed by the State of Minnesota to request leave.

Subd. 3. Premiums: Upon implementation, as prescribed by statute, the School District will begin deducting the employee portion of the premiums from wages and submitting the wage deductions to the State of Minnesota. The default employee portion is fifty percent (50%) of the premium costs. Any subsequent changes in premium will be split with the employer paying fifty percent (50%) and the employee paying fifty percent (50%).

ARTICLE XVII

GRIEVANCE PROCEDURE

Section 1. Definition:

A grievance is a claim by an employee, a group of employees or the Union that there has been a violation, misinterpretation or misapplication of any provision of this Contract.

Subd. A.: Every reasonable effort shall be made between the supervisors and employee to informally resolve the differences that may arise out of the interpretation of the practices of this agreement.

Subd. B.: A normal workday is Monday – Friday excluding Saturday, Sunday and holidays as listed in this work agreement.

Subd. 1. Level I: When an employee or group of employees represented by an exclusive representative has a grievance, the employee or an agent of the exclusive representative shall attempt to resolve the matter with the employee's immediate food service supervisor within 21 working days after the employee has had knowledge of the event or act giving rise to the grievance. A written grievance shall be submitted at Level I to the food service director who shall then attempt to resolve the matter and shall respond in writing to the grievant and the agent of the exclusive representative within five working days after the grievance is presented.

Subd. 2. Level II: Within ten (10) working days of receipt of the Level I decision, either the Union or grievant may appeal the food service director's decision to the Superintendent. The appeal must be written and shall include the original complaint and all previous support statements.

Within ten (10) working days the Superintendent and his/her designee shall meet with the grievant and the Union and shall report their disposition of the grievance in writing with ten (10) work days of such meeting, to the grievant and the union.

If new violations and/or remedies are raised after Level II by the union or the employee, the process may, at the discretion of the superintendent or union, revert back to Level I.

Subd. 3. Level III: Within ten (10) working days of receipt of Level II decision, either the Union or grievant may appeal the decision to the Board of Education. Such appeal must be in writing and filed with the Clerk of the Board of Education and shall include the original complaint and all previous support statements, evidence and decision. The board or a committee designated by the board will hear the appeal within ten working days of receipt of the appeal.

The decision of the board or its committee will be submitted to the grievant no later than seven (7) working days after such meeting. A copy of such disposition shall be furnished to the grievant and the Union.

Subd. 4. Level IV.: If the Union is not satisfied with the disposition of the grievance by the Employer, or if no disposition has been made within the period provided above, the grievance may be submitted to an impartial arbitrator. If the Union decides to go to arbitration, they shall notify the School District in writing within twenty (20) working days of receiving the Employer's final answer under Level III. If the parties cannot agree on an arbitrator within seven (7) working days from the notification date that arbitration will be pursued, the grievant shall request a list of arbitrators from the Public Employees Labor Relations Board. The parties shall within twenty (20) working days of receiving a list of arbitrators alternately strike names until only one name remains and that person shall be the arbitrator. If the parties are unable to agree on who shall strike the first name, the question shall be

decided by a flip of a coin. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement.

Section 2. Filing and Postmark:

The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 3. Time and Limitation and Waiver:

Time limits may be extended by mutual agreement between the union and the school district.

Section 4. Fees and Expenses:

The fees and expenses of the arbitrator shall be shared equally by both parties.

Section 5. Time Limits:

The time limits provided in this Article shall be strictly observed but may be extended by mutual agreement of the parties.

Section 6. Working Day References:

All references to working days shall mean bargaining unit working days.

ARTICLE XVIII

SALARY SCHEDULE

2025-2026 Salary Schedule/Per Hour

Elementary Salary Schedule/Per Hour			
Step	Kitchen Assistant	Kitchen Coordinator	Kitchen Manager
1	\$20.14	\$21.50	\$23.52
2	\$20.28	\$21.70	\$23.76
3-6	\$20.73	\$22.15	\$24.21
7-10	\$21.18	\$22.60	\$24.66
11-14	\$21.63	\$23.05	\$25.11
15-18	\$22.08	\$23.50	\$25.56
19-22	\$22.53	\$23.95	\$26.01
23-26	\$22.98	\$24.40	\$26.46
27-30	\$23.43	\$24.85	\$26.91
31-34	\$23.88	\$25.30	\$27.36
35-38	\$24.33	\$25.75	\$27.81
39-42	\$24.78	\$26.20	\$28.26
43-46	\$25.23	\$26.65	\$28.71
47-50	\$25.68	\$27.10	\$29.16
51-54	\$26.13	\$27.55	\$29.61

Secondary Salary Schedule/Per Hour						
Step	DMS Kitchen Assistant	DMS Kitchen Asst Mgr.	DMS Kitchen Manager	AAHS Kitchen Assistant	AAHS Kitchen Asst Mgr.	AAHS Kitchen Manager
1	\$20.14	\$21.24	\$23.79	\$20.24	\$21.34	\$23.91
2	\$20.28	\$21.42	\$24.04	\$20.41	\$21.54	\$24.15
3-6	\$20.73	\$21.87	\$24.49	\$20.86	\$21.99	\$24.60
7-10	\$21.18	\$22.32	\$24.94	\$21.31	\$22.44	\$25.05
11-14	\$21.63	\$22.77	\$25.39	\$21.76	\$22.89	\$25.50
15-18	\$22.08	\$23.22	\$25.84	\$22.21	\$23.34	\$25.95
19-22	\$22.53	\$23.67	\$26.29	\$22.66	\$23.79	\$26.40
23-26	\$22.98	\$24.12	\$26.74	\$23.11	\$24.24	\$26.85
27-30	\$23.43	\$24.57	\$27.19	\$23.56	\$24.69	\$27.30
31-34	\$23.88	\$25.02	\$27.64	\$24.01	\$25.14	\$27.75
35-38	\$24.33	\$25.47	\$28.09	\$24.46	\$25.59	\$28.20
39-42	\$24.78	\$25.92	\$28.54	\$24.91	\$26.04	\$28.65
43-46	\$25.23	\$26.37	\$28.99	\$25.36	\$26.49	\$29.10
47-50	\$25.68	\$26.82	\$29.44	\$25.81	\$26.94	\$29.55
51-54	\$26.13	\$27.27	\$29.89	\$26.26	\$27.39	\$30.00

2026-2027 Salary Schedule/Per Hour

Elementary Salary Schedule/Per Hour			
Step	Kitchen Assistant	Kitchen Coordinator	Kitchen Manager
1	\$20.64	\$22.04	\$24.11
2	\$20.79	\$22.24	\$24.35
3-6	\$21.24	\$22.69	\$24.80
7-10	\$21.69	\$23.14	\$25.25
11-14	\$22.14	\$23.59	\$25.70
15-18	\$22.59	\$24.04	\$26.15
19-22	\$23.04	\$24.49	\$26.60
23-26	\$23.49	\$24.94	\$27.05
27-30	\$23.94	\$25.39	\$27.50
31-34	\$24.39	\$25.84	\$27.95
35-38	\$24.84	\$26.29	\$28.40
39-42	\$25.29	\$26.74	\$28.85
43-46	\$25.74	\$27.19	\$29.30
47-50	\$26.19	\$27.64	\$29.75
51-54	\$26.64	\$28.09	\$30.20

Secondary Salary Schedule/Per Hour						
Step	DMS Kitchen Assistant	DMS Kitchen Asst Mgr.	DMS Kitchen Manager	AAHS Kitchen Assistant	AAHS Kitchen Asst Mgr.	AAHS Kitchen Manager
1	\$20.64	\$21.77	\$24.38	\$20.75	\$21.87	\$24.51
2	\$20.79	\$21.96	\$24.64	\$20.92	\$22.08	\$24.75
3-6	\$21.24	\$22.41	\$25.09	\$21.37	\$22.53	\$25.20
7-10	\$21.69	\$22.86	\$25.54	\$21.82	\$22.98	\$25.65
11-14	\$22.14	\$23.31	\$25.99	\$22.27	\$23.43	\$26.10
15-18	\$22.59	\$23.76	\$26.44	\$22.72	\$23.88	\$26.55
19-22	\$23.04	\$24.21	\$26.89	\$23.17	\$24.33	\$27.00
23-26	\$23.49	\$24.66	\$27.34	\$23.62	\$24.78	\$27.45
27-30	\$23.94	\$25.11	\$27.79	\$24.07	\$25.23	\$27.90
31-34	\$24.39	\$25.56	\$28.24	\$24.52	\$25.68	\$28.35
35-38	\$24.84	\$26.01	\$28.69	\$24.97	\$26.13	\$28.80
39-42	\$25.29	\$26.46	\$29.14	\$25.42	\$26.58	\$29.25
43-46	\$25.74	\$26.91	\$29.59	\$25.87	\$27.03	\$29.70
47-50	\$26.19	\$27.36	\$30.04	\$26.32	\$27.48	\$30.15
51-54	\$26.64	\$27.81	\$30.49	\$26.77	\$27.93	\$30.60

Beginning July 1, 2024, a food service employee is eligible for career increment pay/per hour. An employee will receive (1) additional career increment for each subsequent year of employment.

Employees who move classifications shall be placed on the same step in the new class as they were on in the old class.

If a new employee works six (6) or more months prior to June 30, they will move to the next step on the salary schedule on July 1.

In the event that an FNS employee retires during the negotiations of the open contract, they will receive a retroactive pay if it is applicable to the time the retiree worked.

A Kitchen Assistant will receive \$0.25 per hour if they complete the district prescribed FNS Food Safety trainings defined by the Food Service Director.

Assistant Managers, Kitchen Coordinator and Manager must hold a current Minnesota Department of Health Food Manager Certificate in order to receive the additional \$0.50 per hour.

ARTICLE XIV

GENERAL

Section 1. Reopening Negotiations:

If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than 90 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2. Effect:

This Agreement constitutes the full and complete Agreement between the District and the Union representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Savings Clause:

The Union and District recognize that all provisions of this Agreement are subject to laws of the State of Minnesota. Should any Article, section or portion thereof, of this Agreement be held unlawful and unenforceable, such decision shall apply only to the specific Article, section, or portion thereof directly specified in the decision and all other valid provisions shall remain in full force and effect.

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

Minnesota School Employees Association

Alexandria Public Schools

By _____
(Employee Negotiator)

By _____
(School Board Chairperson)

By _____
(Employee Negotiator)

By _____
(Superintendent)

By _____
(MSEA Field Representative)

By _____
(Director of Human Resources)

Dated this ____ day of _____, 2026

Dated this ____ day of _____, 2026