FOOD SERVICE UNIT
MASTER CONTRACT

By and Between

INDEPENDENT SCHOOL DISTRICT NO. 720

And

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL NO. 284

Effective

July 1, 2026 through June 30, 2028

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ARTICLE I
PURPOSE

***Section 1. Parties**:* This contract is made and entered into by and between Independent School District No. 720, Shakopee Minnesota, and Service Employees International Union Local 284, an affiliate of A.F.L.-C.I.O, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971.

ARTICLE II
RECOGNITION

Section I. *Recognition:* In accordance with the P.E.L.R.A. of 1971, the School Board recognized the Service Employees International Union Local 284 as the representative of the food service employees and cleaning aides.

Section 2. *Description of Appropriate Unit:* For purposes of this Agreement, the term "food service employee" shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed 14 hours per week or 35 percent of the normal work week and emergency employees. The parties agree that food service employees who are scheduled to work at least 2.75 hours per day are eligible for the bargaining unit.

Section 3. Union Access to Information: The District shall notify SEIU Local 284 and the local leadership of any new hires within three (3) days of board approval.

ARTICLE III
WORK ASSIGNMENTS

Section I. *Assignment Practices:*** Work assignments shall be made by the Human Resources Director or his/her designee for the best operation of the food service program and of the custodial services rendered by the cleaning aides.

Section 2. *Starting Times:* The starting time and the quitting time for each workday for each employee shall be designated by the Human Resources Director or his/her designee.

Section 3. *Workday:* The length of the workday shall be determined by the Human Resources Director or his/her designee as needed for the efficient operation of the School District hot lunch program. A thirty (30) minute lunch period shall be considered as a part of the workday.

Section 4. *Rest Period:* Food Service employees who work three (3) to five (5) hours per shift shall receive a thirty (30) minute paid lunch break. Employees who work six (6) or more hours per shift shall receive a thirty (30) minute paid lunch break and one (1) fifteen (15) minute paid break. Head Cooks who work seven (7) or more hours will receive an additional fifteen (15) minute paid break. The Food Service Manager or designee will schedule meal and break times.

Section 5. *Work Year:* The work year shall consist of those days when students are in classes plus an amount of time prior to the opening of the schools and an amount of time after the close of the school year. The time prior to the opening of the school year and after the closing of the school year shall be designated by the Human Resources Director.

ARTICLE IV
LEAVE OF ABSENCE

Section 1. *Sick Leave:* Bargaining unit employees will be credited with twelve (12) days of sick leave at the beginning of each school year. Sick leave credit for any period of employment that is less than a full year shall be earned at the rate of 1.2 days per month worked. Unused sick leave may accumulate to a maximum of one hundred thirty-five (135) days. The accumulation of unused sick leave will be calculated from the beginning of employment. For any absence for illness of over three (3) days, the employee may be required by the Human Resources Director to provide documentation supporting the need for the absence.

Subd. 1. *Major Medical Leave:* Food service personnel and cleaning aides who have completed (10) years of employment with the School District shall be granted, as a supplement of the above sick leave, thirty (30) days of major medical leave for hospital confinement. This leave is non accumulative. This thirty (30) days of major medical leave for hospital confinement is to be used after all accumulated sick leave days have been used by the employee.

Subd. 2. *Wellness Pay:* One day of pay will be given for each five (5) days of unused sick leave over one hundred twenty (120) to one hundred thirty-five (135) days accumulated. There is no pro-ration. An employee may be paid for a maximum of three (3) days of wellness pay per year. Wellness pay will be calculated at the end of the school year and employees will be notified at that time. Payment will occur in October for hours accumulated from the previous year**.** Employees will be notified at time of payment.

125 days = 5 sick days converted to 1 Wellness Day.
130 days = 10 sick days converted to 2 Wellness Day.
135 days = 15 sick days converted to 3 Wellness Day.

Subd. 4. *Superintendent Discretion:* In extenuating circumstances, the Superintendent shall have discretion to grant additional paid sick leave to employees on a non-precedent setting basis.

Subd. 5. *Illness of Other Persons:* Sick leave with pay may be used for absence due to the illness or injury, preventative care and mental health care of the employee's child (child includes stepchild, biological child, adopted child, and foster child), adult child, spouse/registered domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild (grandchild includes step-grandchild, biological grandchild, adopted and foster grandchild), grandparent, or stepparent, sibling, stepsibling, and any other individuals as named in federal or state statutes

A. In addition an employee, or relatives described in section "a" above, may use sick leave of "safety leave" which is for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking. It may also be used for closure of the employee's workplace due to weather or public emergency or closure of a family member's school or care facility due to weather or public emergency.

B. Sick leave for the above "other persons" will be limited to no more than one hundred and sixty (160) hours of sick leave. Employees who have accrued more than 160 hours of sick leave may request additional sick leave for paid absence for above "other persons" from the Director of Human

Resources. Such requests will not be unreasonably denied.

Subd. 6. District 720 will comply with all applicable statutes concerning leave for child care.

Section 2. ***Family Medical Leave***: In accordance with federal and state laws, employees shall be eligible for up to twelve (12) work weeks of unpaid leave in a twelve (12) month period under the following conditions:

1. Birth of a child or the placement of a child for adoption or foster care;
2. To care for a family member (child, spouse or parent) with a serious health condition; or
3. An employee's own serious health condition that prevents the employee from doing his/her job.

Subd. 1. An employee may take this leave on a reduced leave schedule rather than all at once, or the employee may work a part-time schedule.

Subd. 2. All health insurance benefits shall be maintained while an employee is on this leave with the District and employee continuing their contribution requirements towards the premiums as required by statute. This right to continue participation in such insurance programs will terminate if the employee does not return to the District pursuant to this Section. If the employee terminates their employment in the District, the employee shall have all rights to continue insurance benefits under C.O.B.R.A. laws.

Subd. 3. Employee's shall provide the District with a 3-month notice, when practical, or a thirty (30) calendar day notice of any foreseeable leaves under this Section. If a medical emergency prevents an employee from giving the thirty (30) calendar day notice, a notice is required as soon as practical.

Subd. 4. Employee's shall provide the District with verification or certification of qualifying condition or need for leave, when requested, by a health care provider/agency.

Subd. 5. If the employee returns to work within six (6) months, the employee will be re-employed in the same position they held before the leave. If the employee returns to work after six (6) months, the employee may be re-employed in the first vacancy for which they are qualified, at or below the employee's original classification. If the employee returns to a position below the employee's original classification, that employee will be permitted to use her/his previous classification status when being considered for future openings.

Subd. 6 Employees shall be allowed to use any accumulated sick, vacation or personal time to offset any unpaid leave with paid leave.

Subd. 7. The employee must provide a minimum of two weeks' notice of intent to return to work, and may be required to present evidence by a competent physician of the employee's capability of performing the job duties.

Subd. 8. Failure of the employee to return pursuant to the date determined as the end of their leave shall constitute a resignation of the employee's position in the District.

Subd. 9. An employee may be allowed additional unpaid leave, not to exceed twelve (12) months, provided the employee follows the procedure outlined in this section.

Subd 10. The terms of this section shall also be available to an employee for an unpaid leave of

absence to care for the employee's parent-in-law, or grandchild. A leave taken under this subdivision shall be limited to a maximum of one (1) calendar year from the beginning of the leave, unless the leave is extended by mutual agreement between the employee and the District.

Section 3. *Personal Leave:* Each employee will be granted two (2) days of personal leave per year. Up to two (2) unused personal leave days may be carried over into the following school year up to a maximum of four (4) days. All personal leaves must be requested at least one week in advance of the date of absence. An employee need not state the reason for the request for personal leave. Emergency use of personal leave may be approved by the Human Resources Director with less than one-week notice. No more than one employee per building per day may receive regular (non-emergency) personal leave. However, additional employees per building may receive non-emergency personal leave at the Director's discretion, subject to the District's operational needs. In considering additional requests for personal leave for a day when at least one employee is already approved for personal leave, the Human Resources Director may request and consider an employee's reason for requesting a personal day. The Human Resources Directors' decision shall be final and not subject to grievance.

Section 4. *Bereavement Leave:* Each food service employee will be allowed five (5) days per incident for death of spouse, parent, child, stepchild, sister, brother, grandchild, and in-laws of the same degree, and regular members of the household, and three (3) days for the death of an uncle, aunt, niece, nephew, grandparent, and in-laws of the same degree. Days used for bereavement must be taken at the time of the incident, and will not be deducted from sick leave. The employee may request to take a portion of the leave at a later date for reasons related to the death (i.e. burial, estate settlement.)

Section 5. *Jury Duty:* When employees of the District are ordered by the court to report for jury duty, or are subpoenaed for court duty, they will be relieved from their regular duties in the District that would conflict with this order. When relieved from court duty during the day, the employee is to return to school for the remainder of that day. Absences for court duty will not count in calculating absence limitations in other policies of the School District. The salary paid to the employee during absences for jury duty shall be at the regular rate, less the fee paid to the employee by the court for this jury duty.

Section 6. *Work Related Injuries:* If an occupational injury occurring while engaged in School District business is such that the employee is unable to work and is required to leave her/his work on that day of the accident, the employee shall be paid for all hours scheduled to work that day. The injury must have occurred as a result of performing work related duties and as part of the scheduled work day. Consecutive days of absence will be paid as provided by Minnesota Statutes.

ARTICLE V
INSURANCE

Section 1. Health and Accident: The School District shall pay up to the following listed amounts per school year for the indicated types of coverage for food service personnel and cleaning aides who work six (6) hours per day or more and who participate in the voluntary group medical insurance plan in force in the Shakopee school system. This payment by the School District shall be made in twenty-six (26) equal installments from September 1 through August 31, for employees selecting the year round pay option.

For employees hired February 1, 2013 and after, deductions for health insurance will be made in equal installments from September through May. If a third payroll occurs in any one month, no deductions shall occur for that pay period.

The insurance benefits provided for in this agreement are at the request of the Union and granted by the District.

	2026-27	2026-2027 VEBA/HSA	Total Contribution	2027-28	2027-2028 VEBA/HSA	Total Contribution
Single						
2600 Plan	$9,408.00	$1300	$10,708.00	$9,900.00	$1300	$11,200.00
5000 Plan	$9,408.00	$1500	$10,908.00	$9,900.00	$1500	$11,400.00
Employee +1						
2600 Plan	$13,043.00	$2300	$15,343.00	$13,700.00	$2300	$16,000.00
5000 Plan	$13,043.00	$2600	$15,643.00	$13,700.00	$2600	$16,300.00
Family						
2600 Plan	$14,301.00	$2300	$16,601.00	$15,020.00	$2300	$17,320.00
5000 Plan	$14,301.00	$2600	$16,901.00	$15,020.00	$2600	$17,620.00

Section 2. ***Long Term Disability****:* The School District shall pay up to a maximum of $100.00 per employee working six (6) hours or more per day for long term disability insurance.

Section 3. ***Term Life****:* The School District shall pay the cost of a $10,000 term life group insurance policy for food service personnel and cleaning aides.

Section 4. ***Dental Insurance****:* The School District shall contribute the following amounts per year toward the premium for dental insurance for each employee who is eligible for, and participates in, the School District's group dental insurance plan.

2024-2026 $820

Section *5.* ***Reduction in Hours Protection****:* Six (6) hour per day or more employees, who are reduced in hours through no fault of their own, shall suffer no reduction in insurance benefits for the duration of the balance of the insurance contract period, provided the insurance carrier allows.

Section 6. Patient Protection and Affordable Care Act (PPACA): If provisions of the PPACA require contractual revisions, the parties mutually agree to reopen the contract to address those revisions.

ARTICLE VI
MISCELLANEOUS

Section 1. ***Public Employees' Retirement Association****:* All food service personnel and cleaning aides are

required by law to belong to the P.E.R.A. Contributions to the P.E.R.A. fund shall be deducted from each employee's check at the rate specified by law. The resolution for placement of non-certified employees on temporary leave of absence does not require a two (2) week written notice to the employee.

Section 2. ***Resignation****:* Two (2) week written notice shall be required of an employee wishing to resign.

Section 3. ***Probation and Progressive Discipline****:*

Subd. 1. All new food service personnel and cleaning aides shall work a probationary period which shall consist of ninety (90) working days of continuous service during which time the school shall have the unqualified right to discharge such employee. During this probationary period, the employee shall have no recourse to the grievance procedure insofar as discharge is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated. A new employee shall not be considered a permanent employee until the employee has served this ninety (90) day probationary period. Subsequent to that period, the employee shall attain permanent status and be discharged only for just cause.

Subd. 2. ***Probationary Period – Transfers/Promotions:*** An employee transferred or promoted shall serve a probationary period of 45 working days. During this 45-day probationary period if it is determined by the School District that the employee's performance in the new position is unsatisfactory the School District shall have the right to reassign the employee to her/his former classification or equivalent position. During the probationary period the employee may elect to return to her/his former classification or equivalent position after consulting with the food service director.

Subd. 3. ***Progressive Discipline/Discharge:***

A disciplinary action may be taken against an employee for just cause. Any disciplinary action shall comply with law and regulation, shall be fair and equitable, and shall be consistent with the principle of progressive discipline, except in cases of a serious magnitude, which could seriously threaten or jeopardize the safety of the students, other employees, or the physical assets of the School District.

The School board or designee shall have the right to discipline/discharge an employee for just cause. Disciplinary actions by the School Board or their designee may include the following four (4) steps.

Warning, Written Reprimand, Suspension Discharge

Subd. 4 When possible, the District will attempt to discuss with the employee(s) any concern which may lead to a disciplinary action and shall offer constructive suggestions for correction before any disciplinary action is initiated.

Subd. 5 An employee(s) shall be entitled to have a representative of the Union present in the event they are being reprimanded, or disciplined. If an Employee requests representation, no action shall be taken with respect to the matter until a representative of the Union is present, provided that the representative is available in a timely manner so as not to delay the action.

Section 4. ***Seniority:*** Seniority shall be determined by total years of continuous service to the District. The purpose of seniority is to provide a declared policy as to the order of layoff and recall of employees. Employees may not displace employees in a higher grade or employees with greater seniority. Seniority

will also apply in any other section of this contract where it is mentioned or as otherwise agreed by the parties.

Section 5. *Order of Layoff*

Subd. 1. If an employee's position is eliminated or the hours are reduced, the following procedure will be followed:

Subd. 2. The employee whose work day is from six (6) through eight (8) hours may displace the least senior employee whose workday is six (6) through eight (8) hours or the least senior employee whose workday is four (4) but less than six (6) hours or the least senior employee whose workday is 2.8 but less than four (4) hours.

Subd. 3. The employee whose workday is four (4) hours but less than six (6) hours may displace the least senior employee whose workday is four (4) hours but less than six (6) hours or the least senior employee whose workday is 2.8 but less than four (4) hours.

Subd. 4.: The employee whose workday is 2.8 hours but less than four (4) hours may displace the least senior employee whose workday is 2.8 hours but less than four (4) hours.

Subd. 5. In no instance shall a single employee's movement due to elimination of position or reduction in hours result in the final layoff or reduction in hours of more than one employee.

Subd. 6. *Layoff*: Two (2) weeks written notice is to be given an employee prior to layoff except in the case of immediate discharge.

LAYOFF CLASSIFICATION CHART

Grade 6	Cook Manager
Grade 2	Food Service Worker II
Grade 1	Laundry Aide, Food Service Worker I

Section 6. *Recall Rights*: Seniority shall be determined by total years of continuous service. If any opening subsequently occurs in the District, the employee with the most seniority within the grade shall be rehired. In no event shall the District be required to rehire an employee for a higher grade than the employee had attained. Any employee's seniority shall be considered terminated if the employee has been laid off for a period in excess of accumulated seniority with the District or laid off for a period in excess of twenty four (24) consecutive calendar months whichever is the lesser amount. When an employee has been granted a leave of absence by the School board, the employee shall suffer no loss of seniority or job rights if the leave does not consist of more than twelve (12) calendar months.

Section 7. *Job Postings*:

Subd. 1: Positions which become available will be posted in all school kitchens for a period of at least five (5) working days and the position should normally be filled in thirty (30) days. Whenever a position is increased by more than 30 minutes per day, the position will be posted and filled according to the procedure below. Increases in assigned work time will be posted as whole positions, whenever possible. A copy of the posting shall be sent to the Union Steward(s) at the time of public notice. Applications of the interested parties should be sent to the office of the Human Resources Director.

Subd. 2: The School District may temporarily fill a posted position by assignment or temporary hire to meet the District's immediate needs.

Subd. 3: A promotion means any change in position which involves an increase in Grade level.

Subd. 4: In filling any vacancy not involving a promotion as defined in Subd. 3, the District shall award the position to the most senior applicant who is qualified for the position.

Subd. 5: In filling any vacancy involving a promotion as defined in Subd. 3, with the exception of the Cook Manager or comparable position, the District shall award the position to the best qualified employee who applies for the position. In posting a position which could be a promotion position, the District will clearly state on the posting the qualifications required for the position. Experience, performance and SNA certification will be considered when filling a vacancy that results in a change in grade level, exclusive of the Cook Manager or equivalent position. If two or more employees who apply for a promotion position have comparable qualifications, the most senior employee shall be awarded the position.

Subd. 6: The Cook Manager position shall be filled by the best qualified candidate, internal or external, without regard to seniority. In posting this position, the District will clearly state on the posting the qualifications required. Employees shall submit in writing their interest and qualifications for the position. The District will consider an employee's training and experience and other relevant factors in making its determination as to whether the employee is qualified for the position. The District shall interview each employee applicant who is qualified. The position shall be filled by the School District with the best-qualified candidate as determined by the School District.

Subd. 7: The School District reserves the right to fill any position with an outside applicant if no current employee who applies for the position has the necessary qualifications for the position or if no current employee applies for the position.

Subd. 8: Any applicant not granted a position has the right to request, in writing, the reasoning behind the administration's rejection of the employee's application with the intent being to increase or correct any qualifications that are lacking in order to be considered in future job postings. The District administration will respond in writing to the employee's inquiry if the employee so indicates in the employee's written request. The District shall provide to the Union a list of all qualifications required for each position in the bargaining unit. Any updates or changes to the qualifications list shall be immediately provided to the Union. The qualification list shall include education, training and experience, and any other requirements.

Subd. 9: ***Administrative Transfers:*** The parties recognize that an administrative transfer may be necessary to resolve a dispute or other issue between District employees or may be essential to the orderly function of the District. Administrative transfers will only be made by involving employees in the same classification. No employee shall lose work time or pay as a result of an administrative transfer without the employee's consent. Seniority and postings shall not apply in an administrative transfer involving two permanent employees. Transfers of this nature will be discussed with the union prior to final disposition. When an administrative transfer is under consideration, an effort will first be made to resolve the problem or issue without resorting to an administrative transfer.

Section 8. *Workshop/Continuing Education:*

Subd. 1. *Certification*: All food service personnel shall be required to successfully complete an approved sanitation course and an approved nutrition course within one (1) calendar year of the date an employee is hired.

Subd. 2. *Workshops Required by the District:* The District may require attendance at workshops and in-services both within and outside the District for all food service personnel. The School District will pay for employee expenses (expenses to include: mileage, course fees, wages) for workshops and in-service training experiences when attendance is mandatory.

Subd. 3. *Chosen by the Employee:* Each employee may request the opportunity to participate in classes up to a limit of $125.00 per year, approved by the Food Service Manager, and paid for by the District.

Section 9. *Union Dues Deduction:*

The Employer agrees to deduct any or all of the following from the pay of those employees who individually request such deduction (in the form of paper, electronic file, or audio file):

a) Union membership dues, assessments, or fees;
b) COPE contributions

Deductions shall be remitted semi-monthly to the Union at the address designated in writing to the Employer by the Union.

Deductions shall be made and may be terminated in accordance with the provisions outlined on the dues authorization. Deductions shall be made each pay period and transmitted to the designated organizations together with a list of names of the employees from whom deductions were made each month.

Section 10. *Unauthorized Personnel:* For the purpose of health and safety, it shall be the joint responsibility of management and food service personnel to see that no unauthorized persons are allowed in the kitchen. The definition of unauthorized personnel shall be the prerogative of the administration.

Section 11. *Emergency Leave/Closings:*
Emergency Leave:

1. A Food Service Worker may be granted an emergency leave with pay at the discretion of the Superintendent or his/her designee for up to two (2) days per year. These days are non-accumulative and for situations that arise requiring the Food Service Worker's attention which cannot be attended to when school is not in session and which are not otherwise covered under policies. These days shall be deducted from sick leave.
2. Deaths, funerals, court appearances, estate settlements, illness of daycare provider, and school closings are examples of when this leave may be granted.
3. Requests for emergency leave must be made in writing to the Superintendent or his/her designee at least three (3) days in advance of the absence whenever reasonably possible. The request must state the reason for the proposed leave.
4. An emergency leave day normally shall not be granted for the day preceding or the day following a break in the calendar, nor for the first five (5) days or the last five (5) days of the school year.

5. Additional leave may be granted in extreme emergencies at the discretion of the Superintendent or his/her designee.

School Closings:

When school buildings are closed due to inclement weather or any other emergency closing, or remote learning is happening and there is no work in Grade available as determined by the Supervisor of Nutrition Services, employees will be paid their regularly scheduled hours for the first occurrence in a school year.After the first occurrence, employees have the following options available.

- Take a pay deduction for the day missed.
- Take a personal day if one is available.
- Make up the day of work through arrangement with the Supervisor of Nutrition Services. Take an Emergency Leave Day.
- If school is closed after it is in session, because of an emergency, food service personnel who have reported to work will be paid for their regularly scheduled hours and any additional hours required by the School District.
- Beginning on the third such day, the District will provide online training to food service employees and pay employees who complete the training for a similar amount of hours they are normally scheduled to work.
- If a food service employee starts work at their assigned start time and their start time is before school begins, if school is canceled before their school start time, they will receive two (2) hours of pay or their hours worked whichever is greater.

ARTICLE VII
COMPENSATION AND HOURS

Section 1. ***Salary Schedule*** The wages for employees covered under this contract will be those wages set forth below:

2026-2027			
Grade			
Step	**1**	**2**	**6**
3	18.40	20.80	25.68
4	18.83	21.45	26.09
5	19.34	22.14	26.70
6	19.80	22.50	27.50
7	20.35	23.25	28.71
8	21.45	24.80	30.52
2027-2028			
Grade			
Step	**1**	**2**	**6**
3	18.60	21.25	26.30
4	19.00	21.80	26.68
5	19.45	22.45	27.09
6	19.98	23.14	27.70
7	20.45	23.50	28.50
8	22.15	25.80	31.52

Subd. 1. When an employee experiences a change in classification due to promotion, a job/pay equity re-evaluation, or demotion, the employee shall be placed on the same step in the new classification.

Each employee shall progress one step on the wage schedule each year until the employee reaches the top step. Step movement shall take place on July 1. To be eligible for step movement, an employee must have been employed prior to January 1 of that school year.

All of the above employees covered in this section may avail themselves of the school lunch without cost.

Subd.2 ***Certification Pay***: Employees who have earned and maintain a certificate for successfully completing the SNA Training Programs shall receive an additional payment per hour as follows:

	2026-2028
Level I	$0.40
Level II	$0.85
Level III	$1.60
Level IV	$1.70

Head cooks in a production kitchen shall hold a Level 4 certification. Head Cooks in a satellite kitchen shall hold a minimum of a Level 3 certification. If not already certified at the appropriate level, Satellite cooks will have a period of one year to obtain each successive level of certification required for their position

All FSW II employees will be required to obtain a Level III certification by February 2020.

To receive certification pay, the employee must submit a copy of their certificate to Human Resources.

Food service employees are expected to maintain the appropriate level of certification for their assignment. Failure to do so shall result in a demotion in pay to a lower grade level or position, as determined by the District after consultation with the Union, until the appropriate level of certification is obtained.

Section 2. ***Placement on Salary Schedule:*** All unit employees hired prior to July 1, 1992 shall be placed on the salary schedule as follows: Grades 4 and *5* will be placed on Step 2 for 1992-93. Grade 2 will be placed on Step 9 for 1992-93.

Section 3. ***Longevity Rates of Pay:*** Employees who have completed the following years of service in the bargaining unit shall receive an hourly longevity payment as shown in the table below in addition to the basic wage rate set forth in Article VII, Section 1 of this Agreement. To qualify for a year of service the employee must have started prior to December 31 of that school year, and the service year must be completed by July 1.

Completed Years of Service	Effective July 1, 2024
17	$.50
20	$1.00
25	$1.50

Section 4. ***For School Functions:*** Overtime rate will be time and one-half. Overtime will be paid for all hours in excess of forty (40) hours per work week. Overtime will be paid for all hours worked on a non-continual or call back basis with a minimum of two (2) hours of straight-time pay for these instances.

Section 5. ***For Community Functions:***

Subd. 1 Occasional community functions held in District facilities are not a part of this contract. However, if a food service employee is required by the District to work such an event, the employee will receive the employee's normal rate of pay as defined in Section 4, and will be covered by this contract during that work time.

Subd. 2 The District reserves the right to service community functions through volunteers and/or outside vendors or catering services.

Section 6. ***Paid Holidays:*** The following will be paid holidays:

Labor Day
MEA Thursday
MEA Friday
Thanksgiving
Friday after Thanksgiving
Christmas Day
New Years Day
Memorial Day

Section 7. ***Substitute or Replacement:*** Any employee replacing an employee in a higher pay grade shall be paid the higher grade at their current step beginning the first day of such service.

Section 8. ***Movement Between Pay Grades***

Subd. 1. ***General Provision:*** An employee who moves to a higher pay grade shall be placed on the wage schedule for the new pay grade at the first wage step that is higher than the rate the employee earned in the lower pay grade. An employee who moves to a lower pay grade shall be placed on the same step in the lower pay grade as the employee was on in the employee's prior pay grade.

Section 10. ***Payment Schedule:***

Beginning July 1, 2027, the district will be moving to a bimonthly payroll schedule with twenty four (24) paychecks paid on the 15th and the last day of the month. When a pay date falls on a holiday or weekend, the pay date will be moved to a day earlier. In order to align payroll with this schedule the District will continue with the biweekly schedule adding a twenty-seventh (27th) paycheck for the 2026-27 school year.

Employees hired prior to February 1, 2013 will have a one-time opportunity to elect annualized pay (over a twelve month period), or be paid for hours worked during the pay period (over the school year).

Employees hired February 1, 2013 and after will be paid for hours worked during the pay period (over the school year), with no option for annualized pay.

As soon as the group electing annualized pay reaches 5% of the group electing annualized pay, all will revert to being paid for hours worked during the pay period over the school year.

Section 11. Head Cooks will receive a stipend of $.60 per hour per location for assisting at a satellite location.

Section 12. ***Credit for Past Employment:*** Each employee shall be given credit for past years of employment in School District No. 720 if such employment has occurred within the most recent five *(5)* year period.

ARTICLE VIII
RETIREMENT AND RESIGNATION

Section 1. ***Deferred Compensation:*** Commencing with the 1994-95 school year, permanent food service

personnel shall be entitled to a matching contribution from the School District to the Minnesota Deferred Compensation Plan (Minn. Stat. 352.96 and356.24(a)(4) or Tax-Sheltered Annuity (Minn. Stat. 356.24 and Internal Revenue Code 403(b) on the following basis:

0-3 years of service to the Shakopee School District	0
In excess of three (3) school years of service to the Shakopee School District	2.5% of scheduled salary (Article VII, Section 1)

District Match will be made effective the 1st payroll of the next open enrollment.

ARTICLE IX
GRIEVANCE PROCEDURE

Section 1. *Grievance Definition*: A grievance shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the Board as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in the Contract.

Section 2. *Representative*: The administrator or Board may be represented during any step of this procedure by any person or agent designated by such party to act in his/her behalf. The employee may be represented by the Union or its designee to act in his/her behalf during all steps of the formal procedure. This provision does not usurp any of the powers provided the Union under the P.E.L.R.A.

Section 3. *Definitions and Interpretations*:

1. *Extension:* Time limits specified in this Agreement may be extended by mutual agreement in writing.

2. *Days:* Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by State law.

3. *Computation of Time:* In computing any period of time prescribed or allowed by procedures herein, the date of the act, event or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

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

Section 4. *Time Limitation Waiver*: An effort shall first be made to adjust an alleged grievance informally between the employee and the Supervisor. Grievances shall not be valid for consideration unless the grievance is submitted in writing to the Human Resources Department, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time period, hereafter provided, shall constitute a waiver of the grievance.

Section *5.* ***Adjustment of Grievance:* The Board and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the School District in the following manner:

Subd. 1. ***Level I:*** If the grievance is not resolved through informal discussions, the Director of Business Services shall give a written decision on the grievance including reasons therefor to the parties involved within five *(5)* days after receipt of the written grievance.

Subd. 2. ***Level II:*** In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of schools, provided such appeal is made in writing within five *(5)* days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time to meet regarding the grievance within ten (10) days after receipt of the appeal. Within five (5) days after the meeting, the Superintendent or his/her designee shall issue a decision in writing, including reasons therefore, to the parties involved.

Subd. 3. ***Level III:*** In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the Board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the Board, the Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within fifteen (15) days after the meeting, the Board shall issue its decision in writing, including reasons therefore, to the parties involved. At the option of the Board, a committee or representative(s) of the Board may be designated by the Board to hear the appeal at this level and report its findings and recommendations to the Board. The Board shall then render its decision in writing, including reasons therefore, to the parties involved.

Section 6. ***School Board Review:*** The Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the Board or its representative notify the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the Board reviews a grievance under this section, the Board reserves the right to reverse or modify such decision.

Section 7. ***Denial of Grievance:*** Failure by the Board to issue a decision at Level III within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

Section 8. ***Arbitration Procedure:*** In the event that the employee and the Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. ***Notification:*** A notification to submit a grievance to arbitration must be in writing, signed by the aggrieved party, and such request must be filed in the office of the Superintendent within fifteen (15) days following the decision in Level III of the grievance procedure.

Subd. 2. ***Prior Procedure Required:*** No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. ***Selection of Arbitrator:*** Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached within the ten (10) days, either party may request the B.M.S. to appoint an arbitrator, pursuant to M.S. 179A.21, Subd. 2, providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. The failure to request an arbitrator from the B.M.S. within the time periods provided herein shall constitute a

waiver of the grievance.

Subd. 4. ***Hearing:*** The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties will have the opportunity to submit evidence, offer testimony and make oral or written arguments relating to the issues before the arbitrator.

Subd. 5. ***Decision:*** The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in the P.E.L.R.A.

Subd. 6. ***Expenses:*** Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 8. ***Jurisdiction:*** The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement, nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order, the arbitrator shall give due consideration to the statutory rights and obligations of the public School Boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 9. ***Miscellaneous:***

Subd. 1. Records: All documents, communications, and records dealing with the processing of a grievance shall be filed separately from employee personnel files.

Section 10. ***Policy Grievance:*** An employee who alleges they are aggrieved regarding the application or misinterpretation of existing policies duly promulgated by the School Board of the District may file a grievance which shall be known as a "policy grievance". Such a grievance may be processed under the existing grievance procedure except that the final step shall be Level III.

ARTICLE X
DURATION

Section 1. ***Term and Reopening Negotiations:*** This agreement shall remain in full force and effect for a period commencing on July 1, 2022, through June 30, 2024, and thereafter until modifications are made pursuant to the P.E.L.R.A. of 1971. If either party desires to modify or amend this agreement commencing July 1, 2022, it shall give written notice of such intent no later than May 1, 2024. Unless

otherwise mutually agreed, the parties shall not commence renegotiations more than ninety (90) days prior to the expiration of this agreement.

Section 2. *Effect:* This agreement constitutes the full and complete agreement between the School Board and the exclusive representative representing the food service personnel and cleaning aides of the District. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District policies, rules and regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. *Finality:* Any matters relating to the current contract term, whether or not referred to in this agreement shall not be open for negotiation during the term of this agreement, except upon mutual agreement and will not be subject to grievance.

Section 4. *Severability:* The provision of this agreement 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 agreement of the application of any provision thereof.

IN WITNESS WEREOF, the parties have executed this agreement as follows:

For: SERVICE EMPLOYEES INTERNATIONAL LOCAL No. 284	For: INDEPENDENT SCHOOL DISTRICT NO. 720
_____ Business Agent	_____ Chairperson
_____ Union Steward	_____ Clerk
_____ Union Steward	
Dated:_____	Dated:_____

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