

Agreement
between
Independent School District No. 256
Red Wing, Minnesota
and
Red Wing Cooks' Association

July 1, 2021 – June 30, 2023

Approved by the School Board on May 2, 2022

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ARTICLE 1 - PURPOSE

This Agreement is entered into between Independent School District #256, Red Wing, Minnesota, hereinafter referred to as the School District and the Red Wing Cooks Association, hereinafter referred to as the Exclusive Representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as PELRA, to provide the terms and conditions of employment for all food service employees during the duration of this Agreement.

ARTICLE 2 - RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 2.1. Recognition: In accordance with PELRA, the School District recognizes the Red Wing Cooks Association, as the Exclusive Representative for all food service employees, hereinafter referred to as “employees,” employed by the School District, which Exclusive Representative shall have those rights and duties as prescribed by PELRA and as described in the provisions of this Agreement.

Section 2.2. Appropriate Unit: The Exclusive Representative shall represent all such employees of the School District as defined in Section 2.3. below and PELRA and in certification by the Commissioner of the Minnesota Bureau of Mediation Services (BMS).

Section 2.3. Description of the Appropriate Unit: For purposes of this Agreement, the word, “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 the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal work week in the employees bargaining unit, employees who hold positions of temporary or seasonal character for a period not in excess of sixty-seven (67) working days in a calendar year unless those positions have already been filled in the same calendar year and the cumulative number of days in the same position by all employees exceeds sixty-seven (67) calendar days in that year, and emergency employees.

ARTICLE 3 - DEFINITIONS

Section 3.1. Terms and Conditions of Employment: The term, “terms and conditions of employment,” shall mean the hours of employment, the compensation therefor, including fringe benefits except retirement contributions or benefits other than School District payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, 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 PELRA.

Section 3.2. School District: For purposes of administering this Agreement, the term, “School District,” shall mean the School Board or its designated representative(s).

Section 3.3. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by PELRA.

ARTICLE 4 - SCHOOL DISTRICT RIGHTS

Section 4.1. Inherent Management Rights: The Exclusive Representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.

Section 4.2. School Board Responsibilities: The Exclusive Representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation being to provide educational opportunities for the students of the School District.

Section 4.3. Effect of Rules, Regulations, Directives, and Orders: The Exclusive Representative recognizes that all employees shall perform the services prescribed by the School District and shall be subject to School Board rules, regulations, directives, and orders issued by properly designated officials of the School District. The Exclusive Representative also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time, as deemed necessary by the School Board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement.

Section 4.4. Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent managerial rights and managerial functions not expressly reserved, and all managerial rights and managerial functions not expressly delegated in this Agreement are reserved to the School District.

ARTICLE 5 - EMPLOYEE RIGHTS

Section 5.1. Right to Views: Pursuant to PELRA, nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or her/his 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.

Section 5.2. Right to Join: Pursuant to PELRA, employees shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right, by secret ballot, to designate an Exclusive Representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit.

Section 5.3. Request for Dues Check Off: Pursuant to PELRA, the Exclusive Representative shall be allowed dues check off upon receipt by the School District's Payroll Coordinator of a properly executed authorization card of the employee involved, the School District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the Exclusive Representative during the period provided in said authorization.

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

Section 5.4. Rights of Access by Exclusive Representative

Subd.1. The Exclusive Representative shall have the right to post notices of activities and matters of concern on bulletin boards in each school.

Subd.2. The Exclusive Representative and its representatives shall have the right to use School District buildings for meetings at such times that do not interfere with the educational processes.

Subd.3. Representatives of the Exclusive Representative, currently accredited to the School District in writing by the Exclusive Representative, shall be permitted to come on the premises of the School District for the purpose of investigating and discussing grievances, and preparing the initial Agreement proposal, in a responsible and reasonable manner.

Subd.4. Meetings of the Exclusive Representative shall not be held on school time.

Section 5.5. Publication of the Agreement: The School District shall post the Agreement on its website. The School District will provide a paper copy of the Agreement to each new employee when he/she is placed on payroll and five (5) copies to the Exclusive Representative for its use. An employee may contact the School District to obtain a paper copy of the Agreement at no cost to the employee.

Section 5.6. Notification of New Hire: At the time a new employee is placed on payroll, the School District will notify the Exclusive Representative steward of the employee's name, position, and starting date. The Exclusive Representative shall also be notified in writing upon the employee's effective date of termination.

Section 5.7. Stewards of the Exclusive Representative: The Exclusive Representative, upon written notification to the School District, may designate employees to serve as stewards.

Section 5.8. Officers of the Exclusive Representative: Employees who are elected or appointed officers of the Exclusive Representative may be allowed reasonable time off without pay or may use vacation time for the purpose of conducting the business of their office.

ARTICLE 6 - EMPLOYEE CLASSIFICATION AND EMPLOYMENT STATUS

Section 6.1. Classification: For purposes of salary and promotion, employees shall be divided into the following classifications:

Class 1	Cook	An individual who prepares breakfast and lunch, maintains inventory, operates computer, writes meal evaluations, and performs duties as assigned.
Class 2	Sunnyside Head Cook Burnside Head Cook Twin Bluff Head Cook Head Baker	An individual responsible for breakfast and lunch preparation, prepares some main meals, maintains inventory, operates computer, writes meal evaluations, coordinates activities of many Class 1 cooks, orders food, and prepares baked desserts - - or - - main meal for satellite schools. An individual responsible for all bakery items for breakfast, lunch, and special food service requests for all schools, coordinates activities of Class 1 cooks.
Class 3	Red Wing High School Head Cook	An individual responsible for breakfast, a la carte, and lunch preparation, prepares some main meals, maintains inventory, operates computer, writes meal evaluations, and coordinates activities of many Class 1 cooks, monitors meals served at all stations, accepts and deposits money daily, and coordinates special food service requests.

Section 6.2. New Positions: The School District and Exclusive Representative will confer before new positions are created. A wage will be negotiated after a job description is developed.

Section 6.3. Employment Status: For definition purposes, employees are employed for varying lengths of time according to the following subdivisions:

Subd.1. Employees who perform services on student or staff days during the normal nine (9) month school year are “nine (9)-month employees.”

Subd.2. Employees scheduled to work thirty (30) hours or more per week are “full-time employees.”

Subd.3. Employees scheduled to work more than thirty-five percent (35%) of the average work week but less than thirty (30) hours per week are “permanent part-time employees.”

ARTICLE 7 - COMPENSATION

Section 7.1. Rates of Pay

2021-22			
	Class 1	Class 2	Class 3
Step 3	\$15.00	\$18.10	\$20.10
Step 4	\$15.10	\$18.30	\$20.30
Step 5	\$15.25	\$18.50	\$20.50

2022-23			
	Class 1	Class 2	Class 3
Step 3	\$15.10	\$18.25	\$20.25
Step 4	\$15.30	\$18.45	\$20.45
Step 5	\$15.55	\$18.87	\$20.91

Section 7.2. Newly Employed Employees: Previous experience in food preparation, qualifications in food preparation, etc., will be taken into consideration when hiring, and the School Board may pay above stated beginning wages.

Section 7.3. Career Incentive Pay in 2021-22:

Subd.1. This section is subject to the provisions in Section 7.13.

Subd.2. Employees who earned career incentive pay in 2020-21 will earn their 2020-21 career incentive pay rate plus ten cents (\$.10) per hour as career incentive pay in 2021-22 up to a maximum of \$3.00 per hour.

Subd.3. Employees who did not earn career incentive pay in 2020-21 but were at Step 5 in 2020-21 will earn ten cents (\$.10) per hour as career incentive pay in 2021-22.

Subd.4. Other employees are not eligible for career incentive pay in 2021-22. They will begin earning career incentive pay beginning the year after they have been on Step 5.

Section 7.4. Career Incentive Pay in 2022-23:

Subd.1. This section is subject to the provisions in Section 7.13.

Subd.2. Employees who earned career incentive pay in 2021-22 will earn their 2021-22 career incentive pay rate plus ten cents (\$.10) per hour as career incentive pay in 2022-23 up to a maximum of \$3.00 per hour.

Subd.3. Employees who did not earn career incentive pay in 2021-22 but were at Step 5 in 2021-22 will earn ten cents (\$.10) per hour as career incentive pay in 2022-23.

Subd.4. Other employees are not eligible for career incentive pay in 2022-23. They will begin earning career incentive pay beginning the year after they have been on Step 5.

Section 7.5. Education Benefits

Subd.1. All employees are required to complete Level I certification (Serve-Safe and Nutrition 101) within the first (1st) year of employment. All head cooks are also required to hold a Food Protection Manager Certificate (FPMC). The School District will pay wages for training time, tuition, and mileage (if a School District vehicle is not available) for employees who are required to obtain and/or maintain these certificates.

Subd.2. A computer device will be issued to each employee for training, completing certification programs, learning on E-Learning days, and completing other work-related duties. Each employee is responsible for care of the device.

Subd.3. The School District will pay the tuition and mileage (if a School District vehicle is not available) but not wages for training time for employees to obtain, upgrade, and/or maintain SNA certification.

Subd.4. Employees will earn the following wage differentials for SNA certification:

	2021-22 and 2022-23
“Level 1”	Twenty-five cents (\$0.25)/hour
“Level 2”	Additional twenty-five cents (\$0.25)/hour for a total differential of fifty cents (\$0.50)/hour
“Level 3”	Additional twenty-five cents (\$0.25)/hour for a total differential of seventy-five cents (\$0.75)/hour.
“Level 4”	Additional twenty-five cents (\$0.25)/hour for a total differential of one (1) dollar (\$1.00)/hour.

Subd.5. When an employee is required by the School District to attend other classes and/or training, the School District will pay for tuition, mileage (if a School District vehicle is not available), and wages for training and extra travel time.

Section 7.6. Payment for Required Training: When an employee is required by the School District to attend other classes and/or training, the School District will pay for tuition, mileage (if a School District vehicle is not available), and wages for training and extra travel time.

Section 7.7. Shift Premium: Employees scheduled to begin work after midnight and prior to 6:00 a.m. shall be paid an additional thirty cents (\$0.30)/hour for the employee's complete shift.

Section 7.8. Compensation for River Bluff or Colvill Family Center Duties: If a head cook from Sunnyside, Burnside, Twin Bluff or Red Wing High School is not assigned to oversee the food service at the River Bluff Education Center or Colvill Family Center, the cook assigned to River Bluff Education Center or Colvill Family Center shall be paid an additional fifty cents (\$0.50)/hour for the cook's complete shift. The cook will be considered a Class 1 Cook for seniority purposes.

Section 7.9. Overtime Pay:

Subd.1. Overtime will only be paid for time worked in excess of eight (8) hours per day or forty (40) hours per work week and on Saturdays, Sundays and holidays. In addition, on a school day, any hours worked outside of an individual employee's normal work hours and duties related to the regular food service program, will be paid at time and one-half (1-1/2). When the normal work hours of a person supervising an employee working outside of his/her normal work hours and duties overlaps, the supervisor will be paid at time and one-half (1-1/2) for the overlapping time and the hours worked beyond the normal work hours.

Subd.2. On non-school days, overtime will be paid for hours worked Monday through Friday in excess of eight (8) hours per day. Normal work hours for the purpose of determining overtime will be defined by the current certification list with the following exception: head bakers' hours will vary and head bakers will be paid overtime for time worked in excess of eight (8) hours per day. When any employee, including the floater, substitutes for another employee, the normal hours worked for calculating overtime will be the normal hours worked for that position. All overtime must be pre-approved by the School District's Nutrition Services Director.

Section 7.10. Substitute for Higher Classification: Whenever an employee is required to substitute for and perform the duties of an absent employee in a higher salary classification for a period of time greater than one (1) continuous hour, he/she will be paid at the rate of the higher salary classification but on his/her current step for all hours worked in the higher classification during the shift.

Section 7.11. Uniforms and Dress Code:

Subd.1. Employees must comply with the Minnesota Food Code and Standard Operating Procedures in the School District's Hazard Analysis and Critical Control Point (HACCP) plan.

Subd.2. The School District will provide each employee three (3) uniforms, one (1) visor/hair net, and one (1) apron each year. Additional uniforms may be purchased from the Food Service Department, but the yearly allotment of \$125 cannot be used for this purpose. Each employee is responsible for wearing a clean uniform on a daily basis.

Subd.3. Each fiscal year (July 1-June 30), the School District will pay each employee \$175 toward the cost of shoes and pants. This allowance will be paid as a lump sum stipend at or near the beginning of each school year. Employees hired during the school year will receive the lump sum payment at or near the end of their probationary period.

Subd.4. Employees must wear short-sleeved uniform tops; dark pants (except no denim jeans); leather non-skid shoes; and school-approved visors, hats, or hair restraints; and apron issued by the School District.

Subd.5. Employees may not wear necklaces, bracelets, fingernail polish, or acrylic/fake nails at work. Earrings must be limited to small earrings on posts. Long hair must be worn off the shoulder.

Subd.6. The Nutrition Services Director may grant exceptions to subdivisions 4 and 5 of this section for activities such as theme weeks during homecoming and spirit week.

Section 7.12. Late Starts, School Closures, and Early Releases

Subd.1. Normal or E-Learning Closures

On the first (1st) and second normal or E-Learning closure in a fiscal year:

1. If an employee completes online staff development modules as assigned by the School District within one (1) week of a normal or E-Learning closure, hours up to the employee's regularly assigned daily hours are claimed on timecards as if the regular work schedule was followed.
2. If the employee does not complete online staff development modules as assigned by the School District within one (1) week of a normal or E-Learning closure, the employee's compensation is reduced accordingly unless the employee uses personal leave.

On subsequent days of normal or E-Learning closure in a fiscal year:

1. If an announcement is made before an employee's shift starts, the employee's compensation is reduced accordingly unless the employee uses personal leave.
2. If an announcement is made to close school within thirty (30) minutes after his/her shift starts, the employee may claim two (2) hours of work and may use personal leave to claim other hours.
3. If an announcement is made more than thirty (30) minutes after an employee's work shift starts, hours are claimed on timecards as if the employee's regular work schedule was followed.

Subd.2. Critical Closures: Employees do not report to work. Hours are claimed on timecards as if the employee's regular work schedule was followed. Any unused leaves previously scheduled on critical closure days are reinstated. If an employee is already at work when critical closure is called, the employee will earn two (2) times their base rate during the critical period when they are present at work.

Subd.3. Normal Late Starts: Employees work as scheduled.

Subd.4. Critical Late Starts: Head cooks work as scheduled and earn two (2) times their base rate during the critical period. When it is safe for them to drive to work, other employees report to work at 8:00 am or their regularly scheduled time, whichever is later.

Subd.5. Early Releases: Employees leave fifteen (15) minutes after student dismissal or after essential work is completed, whichever is later. Hours are claimed on timecards as if the employee’s work schedule was followed.

Section 7.13. Effective Date of Pay Rates: For those employees hired between August 1 and March 31, any annual lane change, career incentive, certification pay, or shift premium increase shall be implemented at the beginning of the new school year. Those employees hired after March 31 will receive the increase as of the beginning of the second (2nd) school year following their date of hire.

Section 7.14. Payment Options: Employees will have the option to be paid nineteen (19) or twenty-four (24) equal payments semi-monthly beginning with the September 15 payroll.

ARTICLE 8 – INSURANCE / HEALTH REIMBURSEMENT ACCOUNT (HRA) PAYMENTS

Section 8.1. Health/Hospitalization/Major Medical Insurance:

Subd.1. The School District shall contribute a monthly sum not to exceed the School District contribution toward the premium for single or family coverage for each full-time employee employed by the School District who qualifies for and is enrolled in single or family coverage in the School District’s group health/hospitalization/major medical insurance plan. The School District contribution can be made toward either the “\$3000/\$6000” or “\$5000/\$10,000” plan options. If the School District contribution(s) exceeds premium costs, no reimbursement will be made to the employee(s). Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. Maximum School District contributions are as follows:

	Plan	7/1/21-6/30/23
Full-time hired before 7/1/07	Single	\$605/month
	Family	\$1071/month
Full-time hired after 7/1/07	Single	\$457/month
	Family	\$938/month

Subd.2. The School District will give participants a thirty (30)-day written notice prior to change in health/hospitalization/major medical insurance premiums.

Subd.3. A member of the Exclusive Representative shall be a member of the School District’s Labor Management Insurance Committee.

Section 8.2. HRA/VEBA Contributions

Subd.1. Each full-time employee covered by a single or family School District high-deductible health/hospitalization/major medical insurance plan will receive a \$900/year School District contribution paid on a bi-monthly basis to the employee’s HRA/VEBA plan.

Subd.2. Additional contributions of wellness incentives not to exceed \$900/year (in \$300 increments) to the HRA/VEBA will be granted if the employee meets requirements outlined in plan specifications. These wellness incentives will be paid to the HRA/VEBA plan as earned.

Subd.3. For employees married to one another who are both covered by a School District high-deductible health/hospitalization/major medical plan, each employee will receive the \$900/year HRA/VEBA contribution and the opportunity to earn wellness incentives not to exceed \$900/year (in \$300 increments).

Subd.4. No HRA/VEBA contribution shall exceed Internal Revenue Service (IRS) eligibility limits; if the limit is reached, the remaining potential School District contribution shall be waived for the remainder of the year.

Subd.5. Each employee becomes vested upon the School District's first (1st) payment into his/her HRA/VEBA plan.

Section 8.3. Long-Term Disability Insurance (LTD): The School District shall pay the full monthly premium for LTD insurance for eligible employees who are enrolled in the School District's group LTD insurance program.

Section 8.4. Dental Insurance: Employees can participate in the School District's dental insurance plan at their own expense.

Section 8.5. Life Insurance: The School District will pay the entire premium for \$20,000 life insurance for employees who work at least 20 hours per week.

Section 8.6. Claims Against the School District: The School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to in this Agreement, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 8.7. Duration of Insurance Contributions: An employee is eligible for School District contributions as provided in this article as long as the employee is employed by the School District, is on paid status, and is enrolled in the School District's group insurance plan. Upon termination of employment, all School District contributions shall cease.

Section 8.8. School-Sponsored Health Clinic: At its sole discretion, the School District may provide a School District-sponsored health clinic for Employees and their dependents who are insured through the School District. The School District determines the types and specifications for services, if any, in consultation with the service provider and the School District's Labor/Management Committee.

ARTICLE 9 - LEAVES OF ABSENCE

Section 9.1. Leave Reporting: Employees who are absent are responsible for notifying their building head cook or supervisor and for entering their absence on the School District's online leave reporting system pursuant to guidelines outlined in the Hazard Analysis and Critical Control Points (HACCP) Manual, which is solely developed by the School District.

Section 9.2. Use of Personal Leave Before Unpaid Leave: Employees must exhaust their personal leave prior to taking any short-term unpaid leave or unpaid sick leave, unless the practice conflicts with Federal or State law.

Section 9.3. Disability/Illness Leave:

Subd.1. Except each May, employees shall be granted one (1) day of paid disability/illness leave per month.

Subd.2. Employees shall accumulate annually any unused disability/illness leave to a maximum of one hundred seventy-five (175) days based on his/her current position.

Subd.3. An employee may use his/her accumulated disability/illness leave pursuant to M.S. 181.9413.

Subd.4. The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of any disability and/or illness pursuant to this section indicating such absence was due to disability and/or illness in order to qualify for disability/illness leave pay. In the event that a medical certificate will be required, the employee will be so advised.

Subd.5. Pursuant to M.S. Chapter 176, an employee who is injured on the job in the service of the School District shall draw disability/illness leave and receive full salary from the School District. Only the fraction of the days not covered by workers' compensation will be deducted from the employee's accrued disability/illness leave. The workers' compensation check must be endorsed to the School District prior to receiving payment from the School District for the absence.

Subd.6. For compensation purposes, when disability/illness leave is approved, employees will be considered to have worked their normal daily work hours.

Subd.7. Employees must submit disability/illness leave requests using the School District's online leave reporting system.

Section 9.4. Personal Leave:

Subd.1. The Nutrition Services Director shall grant up to three (3) days of personal leave per school year to an employee for personal reasons. Conditions for granting personal leave are as follows:

Subd.2. An electronic request must be submitted to the Nutrition Services Director on forms provided at least three (3) duty days but not more than twelve (12) months before such leave is taken.

Subd.3. Employees should find their own substitutes.

Subd.4. Personal leave may not be used during the first five (5) duty days or the last five (5) duty days of school unless approved in writing and in advance by the Nutrition Services Director.

Subd.5. The Nutrition Services Director may waive the restrictions regarding personal leave in extraordinary circumstances beyond the employee's control.

Subd.6. If an employee notifies the payroll office in writing or email by June 1st that he/she does not want to carryover some or all of his/her unused personal leave, he/she will be reimbursed at his/her hourly rate of pay for the unused personal leave prior to the end of the fiscal year.

Subd.7. The School District will automatically carryover up to three (3) days of unused, non-reimbursed personal leave into the following year. The maximum number of personal days that can be used in one (1) year is five (5).

Subd.8. Employees must submit personal leave requests using the School District's online reporting system at least three (3) duty days but not more than twelve (12) months before such leave is taken.

Section 9.5. Family and Medical Leave (FMLA):

Subd.1. As per FMLA and School District Policy, eligible employees are entitled to a total of 12 work weeks of unpaid or medical leave during the applicable 12-month period plus any additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law: (a) birth of the employee's child or to care for such child; (b) placement of an adopted or foster child with the employee; (c) to care for the employee's spouse, son, daughter, or parent with a serious health condition; (d) the employee's serious health condition that makes the employee unable to perform the functions of the employee's job; and/or (e) any qualifying exigency arising from the employee's spouse, son, daughter, or parent being on covered active duty, or notified of an impending call or order to covered active duty in the Armed Forces.

Subd.2. Employees must submit FMLA leave requests to the Human Resources Department using School District forms. Employees must submit their absence on the School District's online leave reporting system if requested by the School District.

Section 9.6. Funeral Leave:

Subd.1. A maximum of four (4) days of funeral leave will be granted to each employee at the time of death of a member of the employee's immediate family with no loss of pay or deduction from accumulated disability/illness leave.

Subd.2. In those cases for which more than four (4) days are necessary for a funeral because of distance, arrangements, legal involvements, or extraordinary circumstances additional days (not to exceed ten [10] days) of funeral leave may be granted and deducted from the employee's accumulated disability/illness leave. Such leave shall be requested of and approved or denied by the Superintendent.

Subd.3. "Immediate family" is defined as the employee's spouse and the following related to either the employee or his/her spouse: child and child's spouse, stepchild and stepchild's spouse, ward, parent, brother, brother-in-law, sister, sister-in-law, grandparents, grandchildren, and domestic partners.

Subd.4. Funeral leave of two (2) duty days per school year shall be granted by the Superintendent to attend a funeral of other close relatives/friends. The days of absence shall be deducted from the employee's disability/illness leave.

Subd.5. Employees must submit funeral leave requests using the School District's online leave reporting system.

Section 9.7. Jury Duty:

Subd.1. An employee subpoenaed as a witness or called and selected for jury duty shall receive regular compensation and other benefits for employment, less the amount received as juror or witness fee.

Subd.2. Employees must submit jury duty leave requests to the Superintendent using School District forms at least three (3) duty days prior to the requested absence. Employees must also submit their absence using the School District's online leave reporting system.

Section 9.8. Unpaid Leave on Low Student Attendance Days

Subd.1. An employee may request unpaid time on a low student attendance day if no need exists for the employee to work.

Subd.2. A verbal request must be made to the employee's immediate supervisor.

Subd.3. No leave paperwork is required. Timecards must reflect the actual time worked on days when unpaid time is taken pursuant to this section.

Section 9.9. Short-Term Unpaid Leave:

Subd.1. The Superintendent shall grant up to eight (8) days of short-term unpaid leave to each employee for personal reasons during the employee's employment with the School District.

Subd.2. Unpaid leave days granted prior to July 1, 2014 and unpaid time taken due to low student attendance days will not be counted toward the five (5) day limit.

Subd.3. A written request must be made to the Superintendent on forms provided at least five (5) duty days but not more than twelve (12) months before such leave is taken.

Subd.4. Short-term unpaid leave may not be used during the first five (5) duty days or the last five (5) duty days of school unless approved in advance in writing by the School District's Nutrition Services Director.

Subd.5. Additional short-term unpaid leave may be granted to an employee at the discretion of the Superintendent. The Superintendent may waive other restrictions on short-term unpaid leave in extraordinary circumstances beyond the employee's control.

Subd.6. Employees must submit short-term unpaid leave requests using the School District's online leave reporting system at least three (3) days but not more than twelve (12) months before such leave is taken.

Section 9.10. Extended Leave of Absence Without Pay:

Subd.1. An extended leave of absence without pay for professional or personal reasons, may be granted to an employee at the discretion of the School Board, for a fixed duration not to exceed three (3) years.

Subd.2. An extended leave of absence without pay may be granted for such purposes as illness or injury, family hardships, or other purposes approved by the School Board.

Subd.3. An employee on this extended leave of absence without pay shall not earn or accumulate any term, condition or benefit established by this Agreement during the period of the said leave of absence.

Subd.4. An employee on this extended leave of absence without pay shall, upon return to the School District, be reinstated to his/her original position or to a position of similar status, conditions, and pay unless prior to return he/she has been terminated or laid off.

Subd.5. An employee who accepts a position in another school district during the extended leave of absence without pay shall not be reinstated and shall be deemed as having resigned from the School District.

Subd.6. No employee shall be granted more than one (1) extended leave of absence without pay during the employee's employment with the School District.

Subd.7. No part-time extended leaves of absence without pay will be granted.

Subd.8. An employee does not have the right to return to work prior to the expiration of the extended leave of absence without pay

Subd.9. An employee on an extended leave of absence without pay must give the Superintendent written notice of his/her intent to return prior to February 15 preceding the termination of his/her leave. An employee who fails to give timely notice of his/her intent to return or fails to return to duty at the end of the leave of absence without pay shall be deemed to have resigned and the employee's employment with the School District will terminate.

Subd.10. Employees must submit a signed letter to the Superintendent requesting a leave of absence without pay detailing the purpose and timing of the leave. The request must be submitted by February 15 for a leave taking effect at the beginning of the following school year or by October 15 for a leave taking effect at the beginning of second semester.

Section 9.11. Military Leave:

Subd.1. Military leaves shall be in accordance with applicable law.

Subd.2. Employees must submit military leave requests to the Superintendent using School District forms.

Section 9.12. Insurance Application: An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave and pay to the School District's third-party vendor the monthly premium in advance, except as otherwise provided in law. In the event the employee is on paid leave from the School District, the School District will continue insurance contributions as provided in this Agreement until the employee's paid leave is exhausted. Thereafter, the employee must pay the entire premium to the School District's third-party vendor for any insurance retained.

Section 9.13. Credit: An employee who returns from unpaid leave shall retain experience credit for pay purposes and other benefits that had accrued at the time leave began. No credit shall accrue for the period of time that an employee was on unpaid leave.

Section 9.14. Eligibility: Full leave benefits provided in this article are designed for employees who are employed an average of at least forty (40) hours per week. Other employees shall be eligible for partial leave benefits proportional to the extent of their employment.

ARTICLE 10 - RETIREMENT BENEFITS

Section 10.1. Eligibility: Employees who have completed at least ten (10) years of continuous service to the School District and who are at least fifty-five (55) years of age shall be eligible for a retirement payment, pursuant to the provisions of this article, upon submission of a written retirement resignation accepted by the School Board.

Subd.1. This article shall not apply to any employee discharged for cause by the School District.

Subd.2. For purposes of this article, the employee's age shall be determined by his/her birthdate and the employee's age as of the effective date of retirement.

Subd.3. To be eligible for retirement pay, an employee must submit his/her written letter of retirement to the Human Resources Department at least thirty (30) calendar days prior to the date of retirement unless the retirement is due to illness.

Section 10.2. Basis of Retirement Payment: The amount of retirement payment shall be \$12.50/hour for every unused disability/illness leave hour to a maximum of 1050 hours of unused disability/illness leave.

Section 10.3. Payment: Upon retirement, the School District shall make the retirement payment as calculated in Section 10.2. above into the Health Care Savings Plan (HCSP) administered through the Minnesota State Retirement System (MSRS). If the employee dies after the effective date of retirement, but before the total payment has been made, the balance due shall be paid to the named beneficiary or to the estate of the deceased.

Section 10.4. Retiree Health/Hospitalization/Major Medical Insurance: Employees electing retirement may individually elect to continue to participate in the School District group health/hospitalization/major medical insurance plan established by this Agreement. Employees electing to participate shall pay the full monthly premium cost of the coverage in which the employee elects to participate up to the date of Medicare eligibility. Payments are coordinated through a School District-selected third party vendor.

ARTICLE 11 - HOURS OF WORK

Section 11.1. Basic Work Day:

Subd.1. The basic work day shall consist of those hours normally involved with the preparation and serving of food to the student/faculty of the School District and shall not normally exceed eight (8) hours per day. The total number of hours and total hours per building for employees will be determined by the School District Nutrition Services Director and the School District Business Manager.

Subd.2. Employees can be asked to perform work outside their basic work day and hours with the option to decline.

Subd.3. Employees who work eight (8) hours a day are entitled to forty-five (45) minutes of break time. Employees working at least six (6) hours a day but fewer than eight (8) are entitled to thirty (30) minutes of break time per day. Employees who work at least four (4) but fewer than six (6) hours a day are entitled to a prorated thirty (30) minute break. For example, an employee who works four (4) hours a day is entitled to twenty (20) minutes of break time per day.

Section 11.2. Paid Holidays:

Subd.1. Employees will have paid holidays as follows: New Year's Day, Good Friday, Memorial Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, and Christmas Day.

Subd.2. Employees will be paid their normal daily work hours for each holiday and will be reimbursed at their hourly rate of pay.

ARTICLE 12 - DISCIPLINE AND DISCHARGE

Section 12.1. Discipline

Subd.1. Initial minor infractions, irregularities or deficiencies shall be dealt with in a manner that will not embarrass the employee before other employees or the public.

Subd.2. The normal disciplinary procedure shall be as follows:

- a) oral reprimand,
- b) written reprimand (copy to Exclusive Representative office),
- c) suspension or demotion (copy to Exclusive Representative office), and
- d) discharge (copy to Exclusive Representative office)

This procedure is not intended to prevent the School District from discharging an employee immediately for cause.

Subd.3. When any disciplinary action more severe than an oral reprimand is intended, the School District shall, before or at the time of such action is taken, notify the employee in writing of the specific reason(s) for such action, with a copy to the Exclusive Representative office.

Section 12.2. Right to Exclusive Representative Representation:

Subd.1. The School District shall allow an employee the opportunity to have a representative of the Exclusive Representative present during an investigation that may lead to suspension, demotion, discharge, and/or any disciplinary action.

Subd.2. The Exclusive Representative shall have the right to take up a suspension and/or discharge or demotion as a grievance at the Superintendent Level of the grievance procedure through the arbitration step if deemed necessary.

Section 12.3. Discharge of Regular Employees:

Subd.1. All employees who are original hires or rehires must serve a twelve (12) month probationary period. At any time during the probationary period, the School District may discharge the employee at its sole discretion. Employees discharged during the probationary period will receive a written notice of such discharge.

Subd.2. After completing a probationary period, the employee becomes a “regular” employee. The School District may discharge a regular employee only for cause. If the School District feels cause for immediate discharge exists, the School District shall suspend the regular employee without pay for ten (10) working days before discharge. The School District shall notify the steward for the Exclusive Representative that the employee is subject to discharge and provide reason(s) for the proposed action.

Subd.3. When an employee is discharged, the School District shall give the employee a two (2)-week written notice or, in lieu thereof, pay the employee two (2) weeks’ advance salary and immediately discharge the employment of the employee.

Section 12.4. Personnel Records:

Subd.1. Each employee shall be furnished with a copy of all evaluative and disciplinary entries into his/her personnel record and shall be entitled to have his/her written response included. All disciplinary entries in the personnel record shall state the corrective action expected of the employee.

Subd.2. The contents of an employee’s personnel record shall be disclosed to him/her upon request and to the employee’s representative upon the written request of the employee.

ARTICLE 13 – RESIGNATION

Section 13.1. Resignation: Employees electing to resign must give the School District two (2) weeks written notice to the Human Resources Department and must continue in the School District’s service during this two (2)-week period, with the exception that the employee may leave earlier if a competent replacement can be found.

ARTICLE 14 - GRIEVANCE PROCEDURE

Section 14.1. Definition of Grievance. The word, “grievance,” shall mean any alleged violation of the existing conditions of employment as defined in this Agreement.

Section 14.2. Representation. The employee(s), administrator(s) or School Board may be represented during the procedure by any person or agent designated by such party to act on the party’s behalf.

Section 14.3. Adjustment of Grievances. The School District and the employee shall attempt to resolve all grievances which may arise during the course of employment in the following manner:

Subd.1. An effort shall be made to first resolve a grievance informally between the employee and the School District Nutrition Services Director. If the problem cannot be resolved through informal discussion, then the formal grievance must be submitted in writing to the president of the Exclusive Representative setting forth the facts and the specific provision(s) of the Agreement allegedly violated and the particular relief sought. The executive board of the Exclusive Representative will determine if a written notice of a grievance setting forth the facts and specific provision(s) of the Agreement allegedly violated and the particular relief sought shall be submitted to the Superintendent.

Subd.2. Time shall begin to elapse with the delivery of such written notice.

Subd.3. Within five (5) days, the parties to the grievance shall meet.

Subd.4. Within five (5) days of the meeting in Subd. 3. above, the grieved party shall be notified of the action to be taken.

Subd.5. If the grievance is not resolved in Subd. 4. above, the grieved party and his/her representative may present the grievance in writing to the School Board.

Subd.6. Within fifteen (15) days of delivery of written notice of grievance to the School Board, it shall arrange a meeting with the grieved party and his/her representative.

Subd.7. Upon conclusion of the meeting in Subd. 6. above, the School Board shall notify the parties of its action within fifteen (15) days.

Section 14.4. Timeline: Grievances will not be valid for consideration unless the grievance is submitted within twenty-one (21) calendar days of the date of the grievance arose. Failure to file any grievance within such period shall be deemed a waiver of the grievance.

Section 14.5. Legal Rights: Nothing contained in this grievance procedure shall deprive the employee or the School District of any legal rights otherwise created by Minnesota statutes.

Section 14.6. Procedures:

Subd.1. Reference to the word, “days,” regarding time periods shall refer to working days. The term, “working day,” shall mean all week days not designated as holidays by state law or by this Agreement.

Subd.2. The filing or service of any notice or document required by this Agreement shall be timely if it bears postmark of the United States mail within the time period.

Subd.3. Time limits specified in this procedure may be extended by written, mutual agreement.

Section 14.7. Timelines: Failure by the School District or its representative(s) to issue a decision within the time limits provided in this article shall constitute a denial of the grievance, and the employee may appeal it to the next higher step.

Section 14.8. State Mediation: In the event that the Exclusive Representative and the School District are unable to resolve any grievance, the Exclusive Representative or the School District may petition the Commissioner of the BMS for the sole purpose of effecting a settlement of the dispute.

Section 14.9. Arbitration Procedure: In the event that the employee and the School District are unable to resolve any grievance pursuant to Section 14.3. above, the grievance may be submitted to arbitration as explained in this article.

Subd.1. A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Superintendent within five (5) days following the decision in Section 14.3, Subd. 7. above, or when impasse has been declared by the mediator if grievance mediation under Section 14.8. above is requested.

Subd.2. No grievance shall be considered by the arbitrator which has not been duly processed in accordance with the grievance procedure.

Subd.3. 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.

Subd.4. 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 PELRA.

Subd.5. Each party shall bear its own expense 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 of the hearing shall be made 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.6. The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before him/her 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 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 in this article; 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 the School District, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel. In considering any issue in dispute, in his/her order, the arbitrator shall have due consideration to the statutory rights and obligation of the School Board to efficiently manage and conduct its operations within the legal limitations surrounding the financing of such operations.

Subd.7. Upon the proper submission of a grievance under the terms of this procedure, the parties, shall, within five (5) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the BMS to appoint an arbitrator, pursuant to PELRA, providing such request is made within ten (10) days after request for arbitration. The request shall ask that the appointment be made within fifteen (15) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the BMS within the time periods provided in this article shall constitute a waiver of the grievance.

Subd.8. Upon appointment of the arbitrator, the appealing party shall within five (5) days after notice of appointment forward to the arbitrator, with a copy to the School Board, the submission of the grievance which shall include the following:

- a) the issues involved,
- b) statement of the facts,
- c) position of the grievant, and
- d) written documentation on file relating to the grievance procedure.

The School District may make a similar submission of information relating to the grievance either before or at the time of the hearing.

ARTICLE 15: HIRING, TRANSFERS, AND ADDITIONAL HOURS

Section 15.1. Job Openings:

Subd.1. In the event of a job opening and/or a new position, said job opening and/or new position will be posted within five (5) working days of the event. The job shall be posted for a period of five (5) working days and filled within twenty-one (21) working days. Employees shall be given the opportunity to bid for job openings. Employees who desire to be notified of posted vacancies while on a leave of absence must notify the School District personnel office in writing at least two (2) weeks prior to start of said leave. Employees shall provide postage ready, self-addressed envelopes if they desire to be notified by mail.

Subd.2. A qualified employee may bid for a position with the same number or fewer hours than his/her current position provided the employee has been on duty at least one (1) year in his/her current position or unless the bid is for the good of all concerned. However, an employee may bid for a position with more hours than his/her current position at any time.

Subd.3. When an employee bids for a position in a higher classification the School Board will fill the position with the most qualified employee from the unit; however, the School Board reserves the right to hire outside the unit if such an applicant is more qualified. Under any circumstances if qualifications are substantially equal the School Board will give preference to the senior employee. An employee not given a position may request an explanation. Any employee electing to transfer to a new position, shall serve a thirty (30)-day probationary period (at the School District's discretion) in that new position.

Section 15.2. Interviews: The Exclusive Representative may appoint a representative to serve on the School District's hiring committee for positions in the bargaining unit. The School District shall schedule interviews during the Exclusive Representative representative's non-duty time and the Exclusive Representative's representative will not be paid by the School District for time spent serving on the committee. The School District will give the Exclusive Representative's representative notice of the interview schedules and the Exclusive Representative's representative may make recommendations to the School District regarding hiring and placement of the new employee on the wage schedule.

Section 15.3. Rights to Available Hours:

Subd.1. Employees, according to seniority, shall be offered additional hours created by the absence of another employee or lunch schedule change providing the hours available are outside the employee's normal shift. The Nutrition Services Director must approve in advance additional hours outside the employee's shift due to schedule changes.

Subd.2. If such an assignment extends for thirty (30) consecutive working days, the School District will calculate disability/illness leave time at a higher rate representing the employee's regular hours plus the additional hours created by absence retroactive back to the first day of the assignment.

Subd.3. After thirty (30) consecutive working days in the assignment, any paid holidays contained within that assignment will be paid at the employee's normal daily work hours.

Subd.4. Except for Subd. 2 and Subd. 3. of this section, no other benefits will be adjusted by the assignment.

Section 15.4. Transfers: A proposed transfer without the employee's consent is subject to meet and confer prior to the transfer.

Section 15.5. Student Workers: When a student worker is absent, overtime may be approved if needed.

Subd.1. When student workers are special education students, they will have special education aide supervision and training during their period of employment.

Subd.2. Student workers may do tasks such as serving, cleanup, and dishwashing but they may not do food preparation.

ARTICLE 16 – SENIORITY, LAYOFFS, AND RECALL

Section 16.1. Definitions:

Subd.1. Unit seniority shall be defined as the total length of service from most the recent date of hire an employee has with the School District in all positions covered by this Agreement.

Subd.2. Classification seniority shall be defined as the length of service an employee has served in a particular classification.

Section 16.2. Loss of Seniority:

Subd.1. Seniority shall be lost by any of the following:

- a) voluntary resignation,
- b) discharge,
- c) failure to report for work within seven (7) working days of mailing notification of recall from layoff, and
- d) layoff for more than twenty-four (24) months.

Subd.2. If an employee is assigned to a position with the School District not covered by this Agreement that employee will retain his/her bargaining unit/classification seniority at the time of the job change for twelve (12) months but shall not earn additional seniority time.

Section 16.3. Layoff and Recall:

Subd.1. In the event layoff becomes necessary the School District shall notify the Exclusive Representative office and the employees involved no less than thirty (30) calendar days before layoff and/or reduction of hours occurs.

Subd.2. Layoff shall be by classification. The employee with the least seniority in a particular classification in a given school will be laid off and/or have hours reduced first. When a position is eliminated or reduced, the employee in that position shall have the right to fill a bargaining unit vacancy for which he/she is qualified and which the School District intends to fill or bump (displace) the least senior employee in the same classification or the least senior employee in a lower classification. Employees who are displaced due to this bumping procedure shall be reassigned to another position in the bargaining unit. No employee shall be involuntarily reassigned to a "baker position." Employees who are ultimately laid off from the School District shall have the right, if exercised within five (5) calendar days of notice of layoff, to claim a bargaining unit vacancy for which they are qualified and which the School District intends to fill. Once an employee has been recalled from layoff and turns the recall down, the School District is no longer required to call him/her back should another position become available.

Subd.3. Employees shall be recalled in the reverse order of layoff; the last employee laid off shall be the first recalled.

Subd.4. This article does not apply when a layoff is due to a building being closed temporarily because of equipment breakdown, quarantine, loss of a utility, or damages from natural or unnatural disasters.

Section 16.4. Seniority List: The School District agrees to prepare and post a seniority list covering all employees in the classifications covered by the Agreement. The seniority list shall be prepared and posted every year in the food service area of each building. Unless a written and dated statement challenging the seniority standing of any employee is filed within fifteen (15) working days after the date the seniority list is posted, the seniority standing of the employees as shown on such seniority list shall be deemed to be correct. The executive board of the Exclusive Representative shall be furnished a current list of employees in the bargaining unit showing their date of hire and position held in November of each year. Upon request of the executive board of the Exclusive Representative, the seniority list shall be updated.

Section 16.5. Seniority Rights: Upon completion of the probationary period employees will receive seniority credit back to their most recent date of hire in a position covered by this Agreement.

ARTICLE 17 - DURATION

Section 17.1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on the date of its execution through June 30, 2023 and thereafter until modifications are made pursuant to PELRA. If either party desires to modify or amend this Agreement commencing on July 1, 2023 it shall give written notice of such intent to the other party. Unless otherwise mutually agreed the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

Section 17.2. Successor Agreement: In the event a successor Agreement is not entered into prior to the commencement of the 2023-24 school year, employees shall be compensated in accordance with the current Agreement to include anniversary date, career incentives, and educational benefits. Employees shall be compensated, following execution, in accordance with the successor Agreement.

Section 17.3. Effect: This Agreement constitutes the full and complete Agreement between the School District and the Exclusive Representative. Except for Memoranda of Understanding (MOU) signed on January 27, 2020 regarding the career increment incentives for two employees, the provisions of this Agreement relating to the terms and conditions of employment supersede any and all prior Agreements, resolutions, practices and School District policies, rules, or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to prohibit the School District from exercising all management rights, functions, and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

Section 17.4. Severability: The provisions of this Agreement shall be severable, and if any such provision or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision.

IN WITNESS WHEREOF, the parties have signed this Agreement.

FOR THE SCHOOL DISTRICT:

School Board Chair

School Board Clerk

Date

FOR THE EXCLUSIVE REPRESENTATIVE:

President

Vice-President

Secretary

Treasurer

Date