

Master Agreement

between

**Independent School District No. 241
Albert Lea, Minnesota**

and the

Albert Lea District #241 School Food Service Workers Association

July 1, 2025, through June 30, 2027

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ARTICLE I PURPOSE

Section 1. Parties: This agreement is entered into between Independent School District No. 241, Albert Lea, Minnesota, hereinafter referred to as the School District, and the 241 School Food Service Workers 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 the P.E.L.R.A. to provide terms and conditions of employment for the food service employees of the School District.

ARTICLE II RECOGNITION

Section 1. Recognition: In accordance with the P.E.L.R.A., the School District recognizes the 241 School Food Service Workers Association as the exclusive representative for food service employees employed by the School District, excluding the Director of Food Services and the Director's secretary, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all such employees of the School District contained in the appropriate unit as defined in Article III, Section 2 of this Agreement and the P.E.L.R.A. and in certification by the Commissioner of Mediation Services, if any.

Section 3. Discrimination: No discrimination shall be exercised against any employee because of membership in the Union or because of race, creed, sex, color, or political belief.

ARTICLE III DEFINITIONS

Section 1. Terms and Conditions of Employment: The term "terms and conditions of employment" means the hours of employment, the compensation therefor including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage for retired employees or severance pay, and the employer's personnel policies affecting working conditions of the employees. "Terms and conditions of employment" is subject to the provisions of P.E.L.R.A.

Section 2. Description of the Appropriate Unit: For purposes of this agreement, the term food service employees 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 14 hours per week or 35 percent of the normal work week in the employee's bargaining unit, employees who hold a position of a temporary or seasonal nature for a period not in excess of 67 working days in any 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 67 calendar days in that year, and emergency employees.

Section 3. School District: For purposes of administering this Agreement, the term "School District" shall mean the School Board or its designated representative.

Section 4. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: Pursuant to the P.E.L.R.A., the parties recognize 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 employer, its overall budget, utilization of technology, the organizational structure and selection of personnel. All management rights and management functions not expressly delegated in this Contract are reserved to the School District.

Section 2. Management Responsibilities: The parties recognize the right and obligation of the School District to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

Section 3. Effect of Laws, Rules, and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by school board rules, regulations, directives, and orders, issued by properly designated officials of the School 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 order are not inconsistent with the terms of this Agreement. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives, or orders shall be null and void and without force and effect.

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

ARTICLE V HOURS OF WORK

Section 1. Duty Year: Food Service employees will be employed for a duty year as determined by the School District based upon the needs of the School District.

Section 2. Emergencies:

Subd. 1. Food Service employees will not be expected to work those days when school is not in session due to emergencies, (e.g., severe weather, power failure, plumbing problems) and those days will be regarded as regular paid work days. If it is necessary to extend the school year, the days will be made up on the same days as other employees without additional pay. If a food service employee is asked to work on a full emergency day, they will be paid 1-1/2 time their regular pay. When school is dismissed early due to an emergency, food service workers shall receive their regular rate of pay for regular scheduled hours up to 4 p.m.

Subd. 2. A school closing, due to a strike by another bargaining unit, shall not be deemed to be an emergency within the meaning of this section and employees are subject to layoff as per Article X, Section 4.

Section 3. Overtime:

Subd. 1. Food Service employees working after 4 p.m. will be paid 1-1/2 times their regular rate of pay for school activities. Double time pay will be paid for activities not connected with the school but requiring the use of school facilities. Parent-Teacher organizations are considered a school function.

Subd. 2. Any hours worked on Saturdays, Sundays, holidays, and school vacations, as defined by the district, shall be computed at double the hourly rate of pay of the affected employee. No one will receive less than 2 hours double time when called back for this type of work.

Section 4. Work Assignment: It is understood that the work of a food service employee may include all types of work normally found in a kitchen including cleaning, preparation, cooking, serving, etc.

Section 5. TimeClock: Employees will only use the TimeClock system on the school site to clock in and out for the workday.

ARTICLE VI
SALARIES AND OTHER PROVISIONS

Section 1. Wage Schedules:

Subd. 1. 2025-2027 Salary Schedule: The wages and salaries as provided in Schedule A herein shall be in effect for the 2025-2026 contract year retroactive to July 1, 2025. The wages and salaries as provided in Schedule B herein shall be in effect for the 2026-2027 contract year.

Section 2. New Employees: A new employee shall be placed on the salary schedule in the appropriate classification and on such step as agreed to between the school district and the employee, and shall be eligible for step advancement after 3 months of employment, and an additional step advancement on July 1st of the year following the date of hire.

Section 3. Temporary Assignments: Effective the date of signing this agreement, in the event that a food service worker fills in for someone in a higher classification, the worker filling in shall be compensated at their own step rate in the higher classification. A substitute worker will be trained to take over the temporarily reassigned worker's duties.

Section 4. Pay Days: Food service employees shall be paid twice a month on the 5th and 20th of each month and in no event shall a food service employee be paid more than 22 days after the start of their duty year. At the discretion of the School District, the two monthly paydays shall be either the 5th or the 20th or the 15th or 30th of each month. At least sixty (60) days' notice shall be given to food service employees prior to any change in payday dates.

Section 5. Uniforms: Employees will be required to wear uniforms as designated by the School District. The School District will select the style and color of the uniform to be worn. Newly employed employees shall receive an initial set of uniforms. Thereafter, an employee shall receive replacement uniforms, as necessary, purchased by the School District up to a maximum cost of \$60 per year. The School District will meet and confer with the Association prior to the selection of the uniform. In addition, an annual uniform care allowance of \$108.00 will be paid to food service employees with the exception of cashiers who will receive \$54.00 annually for uniform care. Employees will also receive a \$150/year shoe allowance.

Section 6. Meals: Food Service workers will receive meals during the work day in accordance with district policy posted in each building.

Section 7. Mileage Reimbursement: Effective the first of the month following execution of this Agreement, food service employees who have to use their personal vehicles for School District business shall be reimbursed at the maximum rate allowable as determined by federal tax laws. Employees required to use their personal vehicle in the performance of the job shall receive a minimum of \$1.00 per trip.

Section 8. Longevity Pay: All Food Service employees with 15 years or more of service with the District shall receive longevity pay of \$2.00 per hour for the 2025-2026 contract year and \$2.15 per hour for the 2026-2027 contract year. Longevity pay is not stacking.

ARTICLE VII GROUP INSURANCE

ESTABLISHMENT OF VEBA WITH HEALTH REIMBURSEMENT ARRANGEMENT FOR ACTIVE EMPLOYEES

Section 1. Establishment of VEBA: The school district shall make available a VEBA Plan and Trust to all qualified bargaining unit members and eligible retirees who exercise their option to enroll in the high deductible health insurance program offered in Section 5 of this Article. Employer and employees assent to and ratify the appointment of the trustee and plan administrator for the VEBA Plan and Trust. It is intended that this arrangement constitute a voluntary employees' beneficiary association under Section 501(c) (9) of the Internal Revenue Code.

The school district will maintain a cafeteria plan with a health flexible spending account (an "FSA"), and school district will specify in the Adoption Agreement for the VEBA Plan document that eligible health expenses will be paid from the FSA first, until an individual's FSA account is exhausted, and from the VEBA Plan second.

The school district agrees to take such steps as are necessary to achieve reimbursement of eligible health expenses from the FSA first, including amending the FSA or VEBA Plan so that their plan years begin and end on the same date.

During any transition period in which the desired ordering rule is not available, reimbursements under the VEBA Plan will be limited to reimbursements of eligible health expenses that reduce the deductible under the high deductible health insurance program offered in Section 5 of this Article.

The VEBA Plan year will begin and end on the same dates as the high deductible health insurance program offered in Section 5 of the Article.

Section 2. Benefits Provided Through The VEBA: The school district shall provide the following welfare benefit arrangement through the VEBA Plan:

The Health Reimbursement Arrangement For Active Employees

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

Section 4. Employer Contributions to the Health Reimbursement Arrangement for Active Employees:

The school district will make an annual contribution to individual accounts under the Health Reimbursement Arrangement for qualifying bargaining unit members in accordance with the following schedule:

An amount of \$1,200.00 for each qualified employee who elects single coverage under the group health plan described in Section 5; and

An amount of \$2,400.00 for each qualified employee who elects family coverage under the group health plan described in Section 5.

The contribution will be made on or about the first day of the VEBA Plan year.

If a qualified bargaining unit member who is a VEBA Plan participant has a change in coverage after the first day of the VEBA Plan year, the school district shall prorate the amount of the school district contribution to reflect the change. If a VEBA Plan participant has received an overpayment in the school district contribution to the VEBA Plan participant's individual account, it will be the responsibility of the VEBA Plan participant to reimburse the district for the overpayment.

If a qualified bargaining unit member is hired after the first day of the VEBA Plan year, the school district shall prorate the amount of the school district contribution by the ratio of the number of days worked during the plan year to the number of regular contract duty days as stated in Article VII, Section 1., Subd. 1. of the Master Contract.

Section 5. Health Care Plans: The school district shall make available three health care plans to all qualified bargaining unit members and eligible retirees who elect to participate in said plans.

The school district shall contribute a monthly amount of \$947.12 (prorated) toward the cost of single group health premium and \$ 1,780.94 (prorated) toward the cost for family group health premium for the 2025-2026 and 2026-2027 school year.

Section 6. Eligibility: Employees who are regularly employed an average of at least twenty (20) hours per week and one hundred twenty (120) days per year shall be eligible for school district contributions as provided in this Article as long as the employee is employed by the school district. New employees shall be eligible for insurance

coverage as provided by this Article effective on the first day of employment or as soon thereafter as the employee and the school district complete necessary processing, including enrollment cards. Employees employed for a lesser period of time as outlined herein, and substitutes, shall not be eligible for benefits as contained in this Article.

Any employee employed at least 20 hours per week and 120 days per year, but less than 2,080 hours per year, shall receive School District contribution for health-hospitalization insurance as outlined in Section 1 hereof in a proportionate dollar amount as their annual hours of employment are to 2,080, i.e. an employee working 1,040 hours per year would receive half of the dollar contribution provided in Section 1.

New employees shall be eligible for insurance coverage as provided by this Article effective on the first day of employment or as soon thereafter as the employee and the School District complete necessary processing, including enrollment cards.

ESTABLISHMENT OF VEBA WITH POST RETIREMENT HEALTH REIMBURSEMENT ARRANGEMENT

Section 7. Establishment of VEBA: The school district shall make available a VEBA Plan and Trust to all eligible retirees who exercise their option to enroll in the high deductible health insurance program offered in Section 5 of this Article. Employer and employees assent to and ratify the appointment of the trustee and plan administrator for the VEBA Plan and Trust. It is intended that this arrangement constitute a voluntary employees' beneficiary association under Section 501(c) (9) of the Internal Revenue Code.

Section 8. Benefits Provided Through the VEBA: The school district shall provide the following welfare benefit arrangement through the VEBA Plan:

The Post Retirement Health Reimbursement Arrangement

Section 9. Payment of Administrative Fee: Administrative fees allocable to individual accounts of active employees shall be paid by the school district. Administrative fees allocable to the individual accounts of former employees, including retirees, shall be paid from individual accounts. Administrative fees shall be paid from individual accounts of all participants in the event the VEBA Plan is terminated.

Section 10. Employer Contributions to the Post Retirement Health Reimbursement Arrangement:

The school district will make an annual contribution to individual accounts under the Post Retirement Health Reimbursement Arrangement for eligible bargaining unit members in accordance with the following schedule:

An amount of \$1,200.00 for each eligible employee.

The contribution will be made on or about the first day of the VEBA Plan year.

Subd. 11. Health Care Plans: The school district shall make available three health care plans to all eligible bargaining unit members and eligible retirees who elect to participate in said plans. With respect to eligible bargaining unit members, the school district shall contribute an amount not to exceed the district's contribution to a single premium at the time the employee retires.

Section 12. Eligibility:

Subd. 1. An employee participating in the health plan who retires prior to eligibility for Medicare/Medicaid and is at least 55 years of age at the time of retirement, or an employee who becomes medically disabled between such ages, shall be eligible for participation in the Post Retirement Health Reimbursement Arrangement and the school district shall pay the contribution for single coverage as provided in Section 10, hereof, for such insurance.

Subd. 2. An employee participating in the plan who retires prior to age 55 and is at least 50 years of age at the time of retirement shall be eligible for participation in the Post Retirement Health Reimbursement Arrangement, provided that the employee will pay all premiums by making arrangements with the school district business office to pay the monthly premiums on such date determined by the school district.

Subd. 3. Dependent coverage, if desired, must be paid by the employee by making arrangements with the school district business office to pay the monthly premiums on such date as determined by the school district.

Section 13. Affordable Care Act (ACA): Notwithstanding any other provision of this Agreement, in the event this Agreement will cause or does cause penalties, fees, or fines to be assessed against the School District, the parties agree to reopen negotiations that result in a revised Agreement between the parties that eliminates or reduces penalties, fees, or fines to be assessed against the School District. The School District and the employees agree that all material terms of compensation, hours, and fringe benefits (including health benefits) may be subject to modification in order to comply with the ACA, to minimize penalties under the ACA, and to address any increase or decrease in cost that the ACA may require.

Section 14. Life Insurance: The School District shall contribute the necessary premiums to provide \$60,000 of group term life insurance to all food service workers who are regularly employed an average of at least twenty (20) hours per week and one hundred twenty (120) days per year. An additional \$30,000 of coverage may be purchased at the group rate but at the employee's expense. For those employees continuing to work for the District between their 65th and 70th birthdays, the District shall provide the maximum amount of group life insurance allowable under this contract by the insurance carrier, not to exceed \$30,000. Conversion privileges, if permitted by the insurance carrier, shall accrue to the Association members at retirement from the School District. There will be a reduction of life insurance benefits at age 75 per policy.

Section 15. Income Protection: The School District shall provide an income protection insurance plan that will pay food service staff two-thirds (2/3) of their salary. The plan will be administered according to the income protection policy provisions.

Section 16. Limitations. The provisions of this article are subject to the limitations of insurance carrier contracts.

Section 17. Claims Against the School District: The parties agree that any description of insurance benefits contained in this Article is intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this Article. It is further understood that the School District's only obligation is to purchase an insurance policy under the provision of this Master Contract and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 18. Continuation Coverage: Employees who leave the employment of the District and/or their families have rights to obtain health/hospitalization and life insurance "continuation coverage" in certain situations as outlined in the federal consolidated Omnibus Budget Act of 1986 (COBRA) and corresponding Minnesota law. Employees will be notified of these rights and may consult the District office staff for further explanations of these rights.

ARTICLE VIII LEAVES

Section 1. Disability Leave:

Subd. 1. An eligible employee shall accrue disability leave at the rate of 1.25 hours per month for each hour of service of their regular duty day, e.g. a regular full-time employee, employed 8 hours per day for a 12 month year, would earn 10 hours per month or 120 hours per annum; a half-time employee, i.e. 4 hours per day, 12 months per year, would earn 5 hours per month or 60 hours per annum; a 9 month employee, working 4 hours per day, would earn 45 hours per annum.

Subd. 2. The maximum accumulation for an employee working less than forty hours per week and 12 months per year shall be the product of multiplying the employee's regular hourly assignment times 140, i.e. a seven hour employee's maximum accumulation is 980 hours; a three and one-half hour employee's maximum accumulation shall be 490 hours; a two hour employee's maximum accumulation is 280 hours. For purpose of applying Subdivisions 1 and 2, an employee working the regular academic year shall be deemed to be employed for nine (9) months.

Subd. 3. Disability leave with pay shall be allowed whenever an employee's absence is found to have been due to the employee's illness and/or disability which prevented their attendance at school and performance of duties on that day or days. This leave may be used pursuant to Minnesota Statutes section 181.9447 so long as the employee meets the definition of an employee under Minnesota Statutes section 181.940 and all other requirements of section 181.9447 are met.

Subd. 4. The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for disability leave pay. However, the final determination as to the eligibility of an employee for disability leave is reserved to the School District. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 5. Disability leave allowed shall be deducted from the accrued disability leave days earned by the employee.

Subd. 6. Paid disability leave shall be considered for approval only through use of the district designated absence program.

Subd. 7. At the time a food service worker becomes eligible to receive long-term disability compensation as provided in this Agreement, the food service worker shall no longer be eligible for any disability leave pay pursuant to this section as long as the food service worker continues on long-term disability compensation.

Section 2. Bereavement Leave:

Subd. 1. Up to three (3) days, with pay, noncumulative, of bereavement leave shall be granted for death in the immediate family. For purposes of this section, immediate family is defined as the food service worker's spouse, parent, child, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, and any other person living in the same household.

Subd. 2. One (1) day of leave, with pay, will be granted for death in the close family. For purposes of this section, close family is defined as the food service worker's sister-in-law or brother-in-law, aunt, uncle, niece or nephew.

Subd. 3. The particular amount of leave allowed under Subd. 1 hereof is subject to the discretion of the Superintendent, or designee.

Subd. 4. Request for such leave shall only be considered for approval through use of the district designated absence program. Such request must include the reason for the leave.

Section 3. Emergency Leave:

Subd. 1. A food service worker may be granted a leave with pay at the discretion of the Superintendent or designee of up to three (3) days per year, noncumulative, for situations that arise requiring the employee's emergency attention which cannot be attended to when school is not in session and which are not covered under other policies.

Subd. 2. Severe illness of spouse, child, parent, or other member of the employee's household, deaths, funerals, court appearances and estate settlements are examples of situations where this leave may be granted at the discretion of the Superintendent or designee.

Subd. 3. Requests for emergency leave must be made to the Superintendent or their designee, using the district designated absence program. The request is to be made at least three (3) days in advance, whenever reasonably possible. The request shall state the reason for the proposed leave. The Superintendent or designee reserves the right to refuse to grant such leave, if, under circumstances involved, the Superintendent or designee determines that such leave should not be granted. Under extreme emergencies the Superintendent or designee may grant an additional three (3) days of leave, said days to be deducted from disability leave.

Subd. 4. Emergency leave may not be used for activities of a direct financial benefit to the food service worker or for activities of a recreational nature.

Section 4. Unpaid Leave: A food service worker may be granted, upon request, an unpaid leave not to exceed five (5) days per year, noncumulative. A food service worker will submit, whenever possible, a request for unpaid leave at least five (5) working days in advance of proposed usage. Such leave requests shall not exceed five (5) consecutive days per year, noncumulative. Requests shall be honored in the order received by the Director of Food Services and no more than one (1) food service employee per building and no more than two (2) food service employees in the District may be absent on such unpaid leave at any time. The Director of Food Services shall inform the appropriate building administrator of the dates leave is granted to food service employees that have applied for such leave. The Director of Food Services shall notify the employee as soon as practicable regarding a leave request.

Section 5. Medical Leave: A food service worker who is unable to work because of illness or injury and who has exhausted all disability leave credit available or has become eligible for long-term disability insurance, may upon a request that is accompanied by a doctor's written statement, be granted a medical leave of absence, without pay, for up to one (1) year. The School District may renew such a leave for one additional year (2 years maximum). Request for the one-year renewal shall also be accompanied by a doctor's written statement. Employees must give two (2) months' notice prior to returning to work from the one (1) or two (2) year leave.

Section 6. Jury Duty: Employees called for jury duty will receive their regular pay less any money they receive as compensation for jury services.

Section 7. Worker's Compensation: When a food service worker is injured on the job in the service of the School District and collecting Worker's Compensation as well as drawing disability leave and receiving full salary from the School District, their salary shall be reduced by an amount equal to the Worker's Compensation and only that fraction of the day not covered by Worker's Compensation will be deducted from their accrued sick leave.

Section 8. Child Care Leave: A food service worker shall receive a child care leave of absence according to the following requirements:

1. Upon learning of their need the employee shall submit their written application for child care leave to the School District.
2. Child care leave will commence on the date to be agreed upon between the employee and the School District. The leave will include a commencement date and a return date.
3. The School District agrees to give the employee up to one (1) year child care leave without pay.
4. Following their return, the food service worker, in accord with the return date in the leave, shall be reinstated to their original position or a position of like status and pay.
5. Child care leave shall be without pay. However, the employee may use disability leave for any period of actual physical disability for any period of time during which the employee would otherwise have been at work.
6. All fringe benefits as provided for under this contract shall remain in effect provided the employee pays the necessary premiums. Disability leave will not be accumulated during their absence.

Section 9. School Conference and Activities Leave (Child Event Leave): In accordance with the provisions of MS.181.9412, the District will provide each food service worker with up to sixteen hours of school conference and activities leave during any twelve-month period to attend school conferences or school related activities related to the employee's child, provided the conference, activity or observation cannot be scheduled during non-work hours.

Subd 1. One school day advance written notice shall be provided via the District's Absence Management reporting system. Details about the specific event must be included with the absence request to determine if the request is a qualifying event.

Subd 2. The district may waive the advanced written notice requirement in emergency situations under exceptional or unusual circumstances.

Subd 3. Such leave will be deducted from the employee's vacation leave if they choose Child Event--Paid. The employee's paycheck will be docked if they choose Child Event—Unpaid

Subd 4. A "child" includes any child of the employee, whether biological, adopted or foster, who is younger than 18 or who is younger than 20 and is still attending secondary school. Eligible employees can receive up to 16 hours for each child. Toddler-age child care, early childhood special education programs and pre-kindergarten children are included.

ARTICLE IX HOLIDAYS

Employees will be paid for the following five (5) holidays: Thanksgiving Day, Thanksgiving Friday, two (2) floating holiday to be used during the period of winter break, and New Year's Day.

ARTICLE X VACANCIES AND JOB POSTING

Section 1. Posting of Vacancies: All members of the bargaining unit will be notified of all permanent vacancies in positions covered by this contract. Employees shall be given five (5) work days in which to make application to fill said vacancies. A permanent vacancy is defined as one anticipated to last more than one (1) year. A temporary vacancy is defined as one anticipated to last one (1) year or less. A vacancy may be filled temporarily pending completion of posting and application procedures. Posting shall not apply in lateral transfer involving two permanent employees or in temporary vacancies and the School District reserves the final right concerning assignment and reassignment. When employing substitutes to fill temporary vacancies, the Director of Food Service will consult with head cooks giving first consideration to present employees who may wish to change positions or work more hours.

Section 2. Application for Vacancies: All employees under this Contract, including those on layoff status, may submit application for any vacancy which is posted pursuant to this Article.

Section 3. Filling of Permanent Vacancies: The position shall be filled by the School Board with the best qualified candidate as determined by the School District. The School District reserves the right to fill any position with an outside applicant if internal candidates do not have the needed qualifications for the position or if no internal candidates apply. In making its determination, the School District interview team (which shall consist of at least the building administrator, Director of Food Services, and a head cook) shall consider the employee's qualifications and aptitude for the position as well as length of service with the School District along with other relevant factors. When other factors are deemed substantially equal, the School District shall fill the position with the senior employee.

Section 4. Notice of Successful Appointment: Notice of the candidate selected to fill the vacancy shall be posted and a copy sent to the Association President. School District employees who unsuccessfully apply for a position shall be personally informed about the decision.

Section 5. Temporary Assignment. If the vacancy is of a temporary nature the employer may, after consultation with the appropriate head cook, temporarily assign a current employee to the position, giving first consideration to present employees who may wish to change position or work more hours.

Section 6. Elimination of Position. In the event a position is eliminated, an employee who is involuntarily moved to a lower paying job shall not incur a pay decrease for a period of one (1) year.

ARTICLE XI **SENIORITY AND LAYOFF**

Section 1. Recognition: The parties recognize the principle of seniority in the application of this Contract concerning reduction in force, recall, and also in the filling of vacancies as stated in Article IX.

Section 2. Seniority List: A seniority list shall be presented to the Association on or about each October 1st. Also, such list shall be posted on the employee bulletin board in each building.

Section 3. Seniority:

Subd. 1. Seniority standing shall be granted to all employees. The standing is to be determined on the basis of total length of continuous employment as a food service employee in District No. 241. Employees shall be placed on the seniority list as of the first day of employment upon completion of the nine month probationary period (see Article XI). If more than one employee is hired on the same date, seniority ranking shall be determined by lot.

Subd. 2. All new employees, however, shall be entitled to all other benefits of this agreement.

Subd. 3. An employee shall lose seniority standing upon voluntary resignation from employment with the School District.

Section 4. Layoff Application: In the event of a layoff, employees shall be laid off according to seniority in the inverse order of hiring. Employees shall be rehired according to seniority in the inverse order of layoff. An employee's recall rights shall terminate after twenty-four (24) months of continuous layoff.

No new food service worker shall be employed by the School District while any qualified food service worker is on the recall list who has not declined recall. If a position becomes available for a qualified food service worker on layoff, the School District shall mail the notice by registered mail to such food service worker who shall have twenty (20) calendar days from the date of such notice to provide written notice to accept or decline the position, and an additional ten (10) calendar days to report for duty.

ARTICLE XII **PROBATIONARY PERIOD**

All new food service employees of the School District shall be required to serve a probationary period of nine (9) working months and may be terminated at any time upon the recommendation of their Head Cook, Director of Food Services, the Superintendent of Schools, or the School Board. The probationary period may be extended upon mutual agreement between the employee and the School District.

Upon completion of the probationary period, food service workers shall be placed on the food service workers seniority list according to their initial date of continuous employment as a food service worker for the School District.

A food service worker assigned to a higher salaried and/or like salaried group in their bargaining unit shall serve a two (2) working months probationary period in the new position. During this two (2) working month probationary period, the food service worker could be returned to their previous position at the request of the food service worker or at the discretion of the District. The probationary period may be extended upon mutual agreement between the employee and the School District.

ARTICLE XIII **DISCIPLINE AND DISCHARGE**

Section 1. Discipline and Discharge: An employee who has completed the probationary period may be suspended without pay, discharged or disciplined only for cause. An employee who has completed the probationary period and is suspended without pay, discharged or otherwise disciplined shall have access to the grievance procedure providing the grievance is filed in writing within twenty-one (21) days of the event giving rise to the grievance.

Section 2. Progressive Discipline: The School District will utilize progressive discipline when appropriate, including oral reprimand, written reprimand, suspension and discharge. In the event that the food service employee wishes to submit written comments concerning written reprimands, those employee comments will be attached to the written reprimand(s) and placed in their personnel file.

Section 3. Representation: An employee shall have the right to have the appropriate Association official of their choice present during any disciplinary action involving written reprimand, suspension or discharge, provided such representative is reasonably available.

ARTICLE XIV **SEVERANCE PAY**

Section 1. Severance Pay: Upon early retirement, a food service worker with 10 or more years of service in District 241 and who has attained the age of 55 will receive severance pay of up to 900 hours of unused disability leave.

The food service worker will receive severance pay based on age at retirement. Severance pay shall be based on the employee's rate of pay at the time of retirement and on accumulated disability leave hours.

Section 2. Payment: On behalf of employees retiring on or after June 1, 2005, the school district shall pay 100% of the amount of the Severance Pay otherwise payable to qualifying employees under Article XIII of this Collective Bargaining Agreement to individual accounts established for those employees under the Post Retirement Health Reimbursement Arrangement.

Section 3. Eligibility: To be eligible for the benefits of Article XIII, Section 1, a food service employee must submit a written resignation prior to April 1 of the school year at the end of which severance will take place. Upon request of the employee, in the event of sudden illness or other compelling circumstances, the School Board may, in its discretion, waive the April 1 deadline. An employee discharged for cause shall not be eligible for severance pay pursuant to this Article.

Section 4. Exclusions: Group members whose most recent first date of continuous employment is on or after July 1, 2023 shall be excluded from eligibility for severance pay.

ARTICLE XV GRIEVANCE PROCEDURE

Section 1. Grievance Definition: "Grievance" shall mean an allegation by a food service employee or the Association resulting in a dispute or disagreement with the Board as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this contract. In addition thereto, "grievance" shall include an allegation by a food service employee or the Association resulting in a dispute or disagreement with the Board as to the interpretation or application of rules, regulations, policies or past practices which are not within the provisions of this contract, which grievance may be processed in the same manner as described in this Article but only to Level II. The decision of the Superintendent with regard to any grievance of rules, regulations, policies or past practices which are not within the provisions of this contract shall be final and neither the food service employee nor the Association shall be entitled to process such grievance under either Level III or the arbitration provisions of this Article.

Section 2. Representation: The food service employee, administrator, or School Board may be represented during any step of this procedure by any person or agent designated by such party to act in their behalf. In addition, thereto, the Association shall be notified of any hearing at any level of this procedure and shall be entitled to present their position on any issue in dispute.

Section 3. Definitions and Interpretations:

- A. **Extension:** Time limits specified in this contract may be extended by mutual agreement.
- B. **Days:** Reference to days regarding time periods in this procedure shall refer to calendar days.
- C. **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, Sunday or legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday or legal holiday.
- D. **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 and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School Board's designee, setting forth the facts and the specific provision(s) of this contract or rules, regulations, policies or past practices which are not within the provisions of this contract allegedly violated and the particular relief sought within 21 days after the date of the event giving rise to 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 periods hereafter provided shall constitute a waiver of the grievance.

Section 5: The Board and the food service employee or Association shall attempt to adjust all grievances which may arise during the course of employment of any food service employee within the School District in the following manner:

- A. **Level I.** An effort shall be made to first adjust a possible grievance informally between the food service employee and/or the Association and the School Board's designee. If the problem cannot be resolved through informal discussion, then the formal grievance shall be submitted in writing to the School Board's designee, setting forth the facts and the specific provision(s) of the contract allegedly violated and the particular relief sought. The School Board's designee will give a written decision on the grievance to the parties involved within seven days after receipt of the written grievance. If a grievance allegedly occurs as a result of action or inaction by the Superintendent, or if the alleged grievance involves food service employees in more than one building, the grievant shall initiate the grievance at Level II.
- B. **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 seven days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or its designee shall meet to hear the grievance within seven days after receipt of the appeal. Within seven days after the meeting, the Superintendent or designee shall issue a decision in writing to the parties involved.
- C. **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 seven days after receipt of the decision in Level II. If a grievance is properly appealed to the Board, the Board shall meet to hear the grievance within fourteen days after receipt of the appeal. Within seven days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the Board, a committee 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.

Section 6. 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 notifies the parties of its intention to review within 14 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. The Board shall review the decision within seven days of its notice of intention to review and give notice in writing within seven days to the parties involved.

Section 7. Denial of Grievance: Failure by the Board, the Superintendent or the School Board's designee, at the respective levels, to issue a decision within the time periods provided herein shall constitute a denial of the grievance, and the grievant may appeal it to the next level.

Section 8. Arbitration Procedures: In the event that the food service employee and/or the Association and the School Board are unable to resolve any grievance involving the interpreting or application of terms and conditions of employment insofar as such matters are contained in this contract, such grievance may be submitted to arbitration as defined herein:

- A.** **Request:** A request to submit a grievance to arbitration must be in writing, signed by the aggrieved party and the Association, and such request must be filed in the office of the Superintendent within seven days following the decision in Level III of the grievance procedure.
- B.** **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.
- C.** **Selection of arbitrator:** Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within seven 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 Bureau of Mediation Services to appoint an arbitrator, pursuant to Minnesota Statutes, Section 179.70, Subdivision 4, providing such request is made within 14 days after request for arbitration. The request shall ask that the appointment be made within 30 days after receipt of said request. Failure to agree upon an arbitrator or the failure to request arbitrator from the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.
- D.** **Submission of grievance information:**
 - (1) Upon the appointment of the arbitrator, the appealing party shall within seven 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
 - (d) The written document required under Section 5 of this article
 - (2) The Board may make a similar submission of information relating to the grievance, such submission to be at least 24 hours prior to the commencement of the hearing.
- E.** **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 shall have the right to a hearing, at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator; provided, however, that neither party shall be permitted to assert any ground or to rely on any evidence not previously disclosed to the other party at least 24 hours prior to the commencement of the arbitration hearing. The proceeding before the arbitrator shall be a hearing *de novo*.
- F.** **Decision:** The decision by the arbitrator shall be rendered within 30 days after the close of the hearing. Decisions by the arbitrator in cases properly before them shall be final and binding upon the parties hereto.

- G. **Expenses:** Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witness, 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 cost of such transcript shall be borne by the party requesting it. The parties shall share equally, fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.
- H. **Jurisdiction:** The arbitrator shall have jurisdiction over disputes or agreements relating to grievances properly before the arbitrator pursuant to the terms of the procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in the terms and conditions of employment as defined herein and contained in this written contract; 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.

Section 9. Election of Remedies: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matters of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive their right to initiate a grievance pursuant to this Article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

ARTICLE XVI DURATION, PUBLICATION AND AUTHORIZATION

Section 1. Duration: This contract constitutes the full and complete agreement between the Board and the Association, and shall be effective as of July 1, 2025, through June 30, 2027, and thereafter as provided by P.E.L.R.A. If a new and successor Contract has not been duly entered into prior to June 30, 2027, the terms of this Contract shall continue in effect as provided by P.E.L.R.A.

Section 2. Effect: This Contract shall supersede and take precedence over any and all rules, resolutions, regulations, practices or policies of the Board which are inconsistent with its provisions.

Section 3. Severable: The provisions of this Contract shall be severable and, if any provision thereof or the application of any provision is held contrary to law, it shall not affect any other provisions of this Contract or the application thereof.

Section 4. Copies of Agreement: There shall be three signed copies of the final Contract for the purpose of record, one to be retained by the Board, one by the Association, and one by the Superintendent.

IN WITNESS HEREOF, The parties hereto have signed this Contract.

SCHOOL BOARD, INDEPENDENT
SCHOOL DISTRICT #241

ALBERT LEA DISTRICT #241 SCHOOL FOOD SERVICE
WORKERS ASSOCIATION

Chair

President

Clerk

DATE: _____

Secretary

DATE: _____

APPENDIX A
DISTRICT 241 FOOD SERVICE POSITIONS

POSITION	BAND/GRADE
Head Cook Secondary	B23
Head Cook Elementary	B22
Baker/Second Cook	A13
Cashier	A12
Kitchen Helper	A11

INDEPENDENT SCHOOL DISTRICT NO. 241/FOODSERVICE

**SCHEDULE A
2025-2026**

Food Service Workers Pay Schedule

Step	Lane							
	A11	A12	A13	B21	B22	B23	B24	B31
1	15.75	18.12	19.92	21.39	23.00	24.76	26.66	28.79

INDEPENDENT SCHOOL DISTRICT NO. 241/FOODSERVICE

**SCHEDULE B
2026-2027**

Food Service Workers Pay Schedule

Step	Lane							
	A11	A12	A13	B21	B22	B23	B24	B31
1	16.22	18.66	20.52	22.03	23.69	25.50	27.46	29.65