

**Independent School District #595
and
Teamsters Local 120**

**FOOD SERVICE
ARTICLES OF AGREEMENT**

July 1, 2024 through June 30, 2027

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AGREEMENT

ARTICLE 1

RECOGNITION

THIS AGREEMENT is entered into between the School Board of Independent School District #595, East Grand Forks, Minnesota, hereinafter referred to as the School Board, and Teamsters Local 120, Blaine, Minnesota, hereinafter referred to as 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 the terms and conditions of employment for Food Service employees during the duration of this Agreement.

ARTICLE 2

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition

In accordance with the P.E.L.R.A. the School Board recognizes Teamsters Local 120 as the Exclusive Representative for Food Service employees employed by the School Board of Independent School District #595, 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 district contained in the appropriate unit's as defined in Article 3, Section 2 of this Agreement and the P.E.L.R.A. and in certification by the Director of Mediation Services, if any.

ARTICLE 3

DEFINITIONS

Section 1. Terms and Conditions of Employment

Shall mean the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefit's, and the Employer's personnel policies affecting the working conditions of the employees.

Section 2. Description of Appropriate Units

For purposes of this Agreement, the term Food Service employees shall mean all persons in the appropriate unit employed by the School Board in such classifications excluding the following:

- (a), Part time employees whose service does not exceed the lesser of fourteen (14) hours per week or thirty five percent (35%) of the normal work week in the employee's appropriate unit;
- (b), Employees whose positions are basically temporary or seasonal in character, and: (1) are not for more than sixty seven (67) working days in any calendar year; or (2) are not for more than one hundred (100) working days in any calendar year and the employees are under the age of twenty two (22), are full time students enrolled in a non-profit or public educational institution prior to being hired by the Employer, and have indicated, either in an application of employment or by being enrolled at an educational institution for the next academic year or term, and intention to continue as students during or after their temporary employment and emergency employees.

Section 3. Other Terms

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

ARTICLE 4

SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights

The Exclusive Representative recognizes that the School Board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the Employer, it's overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Management 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 it's 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 and duties prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives, and orders, issued by properly designated officials of the School District. The Exclusive Representative also recognizes the right, obligation, and duty of the School Board and it's 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, regulation, directives, and orders are not inconsistent with the terms of this Agreement and recognizes that the School Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State. Any provision of this Agreement found to be in violation of any such laws, rules, regulation, directives or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights

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

ARTICLE 5

PROBATIONARY PERIOD

Section 1. An employee under the provisions of this Agreement shall serve a probationary period of twelve (12) continuous months of service in the School

District during which time the School District shall have the unqualified right to suspend without pay, discharge, or other discipline is concerned.

All probationary employees shall receive a written evaluation of job performance within the first (6) six months of service to the School District. If a probationary employee needs to improve in job performance, the employee's supervisor will outline a plan for improvement at the time of the performance review.

A probationary employee shall have the right to bring a grievance on any other provision of this Agreement alleged to have been violated.

Section 2. Seniority Date: Employees shall acquire seniority upon completion of the probationary period, and upon acquiring seniority, the seniority date shall relate back to the first date of continuous service in a position governed by this agreement. If more than one employee commences work on the same date, the seniority ranking for such employees shall be solely determined by the School District.

Section 3. Discipline: The School District shall have the right to impose discipline on its employees for just cause. Discipline shall consist of oral reprimand, written reprimand, suspension with pay, suspension without pay and discharge. The School District reserves the right to impose discipline at any level as determined by the School District based upon the circumstances surrounding the action. A conference between the employee and his/her supervisor shall be held prior to the imposition of the written reprimand, suspension without pay, or discharge.

ARTICLE 6

EMPLOYEES RIGHTS

Section 1. Right to Views

Nothing contained in this agreement shall be construed to limit, impair, or affect the right of any employee or their representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment nor circumvent the rights of the Exclusive Representative.

Section 2. Request for Dues Check Off

The Exclusive Representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any Exclusive Representative that has lost its right to dues check off. Upon receipt

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 the employee organization during the period in said authorization.

Section 3. Fair Share Fee

In accordance with M.S. 179A.06, subd. 3, any employee included in the appropriate unit who is not a member of the Exclusive Representative may be required by the Exclusive Representative to contribute a fair share fee for services rendered as Exclusive Representative.

Section 4. Job Steward

The employer recognizes the right of the Union to designate an employee of the Employer as a Job Steward to handle such union business as may be delegated to the steward by the Union.

The job Steward will be notified by the department head and/or district staff and given an opportunity to speak with newly hired employees during their orientation. The district office and department head will be notified by the Steward annually by September 1st of each year with a request to be notified.

ARTICLE 7

RATES OF PAY

Section 1. Salary Schedules

The wages and salaries reflected in Schedule A attached hereto, shall be part of the Agreement for the period commencing July 1, **2024**, to June 30, **2027**, and shall not be less than minimum standards as established by law.

Section 2. Wage Increase

A salary increase is not automatic and is effective only upon affirmative action of the School Board. The School Board reserves the right to withhold a salary increase in individual cases, as the School Board shall determine. The School Board shall give written notice and the reason for such action.

Section 3. Minimum Standards

It is agreed all conditions of employment relating to wages, benefits, and working conditions shall be maintained at no less than minimum standards in effect at the time of the signing of this Agreement, and conditions shall be improved whenever specific provisions of improvement are made herein.

Section 4. Overtime

Overtime shall be paid after forty (40) hours per week of service. The rate shall be one and one half (1½) times the regular pro rata hourly salary.

Section 5. Compensatory Time

Any employee in the bargaining unit who desires to convert earned overtime hours into compensatory time, rather than overtime wages, may do so with the understanding it is to be taken at one and one half (1½) times the rate it was earned and shall be applicable after forty (40) hours per week. Time off shall be taken at a time, which is mutually agreed upon between the employee and the District.

Section 6. Uniform Allowance

Food service employees will be provided with a uniform clothing reimbursement of up to ~~\$100.00~~\$80.00/year (with receipt) to purchase scrub tops, ~~and bottoms~~ and shoes. Style and color will be determined by management at the beginning of each school year.

ARTICLE 8

HEALTH AND WELFARE

Section 1. Health and Hospitalization Insurance

Eligibility: Full-time employees that are employed 30 hours per week for 172 days are entitled to the full School District contribution specified in this Section for Health Insurance. Part-time employees may choose to enroll in the School District's group health Insurance. Part-time employees may choose to enroll in the School District's group health and hospitalization plan and receive a pro-rata contribution of the School District payments towards the cost of the premium for health and hospitalization insurance. Any such portion shall be determined based upon the 1032 hours per calendar year assigned work load of a full-time employee provided however, that the eligibility is subject to any limitations contained in the contract between the insurance carrier and the district. In

determining the number of hours worked for proration purposes, all hours worked for the School District shall be used.

School District Contribution: The School District will contribute a sum of money not to exceed ~~\$955705.00~~ per month for the duration of this Collective Bargaining Agreement, 2021-22, \$780.00 per month for 2022-23 and \$855.00 per month for 2023-24 toward the premium for insurance coverage for each regularly employed full-time employee who qualifies for and is enrolled in the School District's group health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. The School District shall continue to make the contribution for the eligible employee as long as the employee is employed by the School District. Upon termination of employment, all District contributions will automatically cease.

Section 2. Dental Insurance

The School District shall contribute up to \$101.00 per month toward the premium costs for those full time employees taking coverage, whether single or dependent, in the School District's group dental plan. If the cost of the policy is lower than the above limits, the School District assumes only the total cost of the insurance plan.

Section 3. Term Life Insurance

The School District shall contribute \$23.08 per month towards the premium cost of a term life insurance policy with accidental death and dismemberment coverage. The amount of coverage will be the maximum attainable for the contribution per employee.

Section 4. Claims Against the School District

It is understood that the School Board's only obligation is to purchase an insurance policy and pay such amount as agreed to herein and no claims shall be made against the School Board as a result of denial of insurance benefits by an insurance carrier.

Section 5. Pro Rata Benefits

Employees who work less than full time and qualify for benefits shall receive them according to the following formula:

Total hours worked per year divided by 1032 hours equal percent of benefit.

Number of hours for benefit purposes: will match the actual number of hours the employee works.

~~Cook Managers~~ will match the number

Cooks _____ of hours the employee
Kitchen Helpers _____ works (normal scheduled hours)

ARTICLE 9

LEAVE OF ABSENCE

Section 1. Sick Leave

Subd. 1: A full time employee shall earn sick leave at the rate of one (1) day for each month of service in the employ of the School District. Notice of accumulated sick leave will be included with the paychecks every month.

Sick leave allowed shall be deducted from the accrued sick leave in hourly units. Sick leave shall be earned in hourly units also.

Subd. 2: Unused sick leave days may accrue to an unlimited amount.

Providing that an employee starts the school year with a minimum of 150 hours of accrued sick leave and they remain employed through the entire school year. The bargaining unit employee will then be able to sell back to ISD 595 all unused time over 150 hours that was accumulated during that year of service and that year only, at a rate of pay, equal to the contractual Kitchen Helper rate of pay ~~\$15.00 per hour~~.

Example: Employee A has accrued over 150 hours of sick leave and works 7.5 hours per day. He/she earns 67.5 (7.5 x 9 months) hours of sick leave during the school year, but only uses 15 hours of sick leave during that year. The employee would have the option of selling back the unused sick leave from that year, ~~which would equal \$787.50~~ (67.5-15 hours x Kitchen helper hourly rate ~~\$15.00~~ per hour) or banking the unused leave.

Subd. 3: Sick leave with pay shall be allowed by the School Board whenever an employee's absence is found to have been due to illness which prevented their attendance and performance of duties on that day or days.

Subd. 4: An Employee may use personal sick leave benefits provided by the employer for absence due to an illness of, or an injury to, the employee's child, as defined in section 181.940, subdivision 4, adult child, spouse, sibling, parent, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury. This

section applies only to personal sick leave benefits payable to the employee from the employer's general assets.

(b) An employer may limit the use of personal sick leave benefits provided by the employer for absences due to an illness of or injury the employee's adult child, spouse, sibling, parent, grandparent, stepparent, to no less than 160 hours in any 12-month period. This paragraph does not apply to absences due to the illness or injury of a child, as defined in section 181.940, subdivision 4.

(c) For purposes of this section, "personal sick leave benefits" means time accrued and available to an employee to be used as a result of absence from work due to personal illness or injury, but does not include short-term or long-term disability or other salary continuation benefits.

(d) For the purpose of this section "child" includes a stepchild and a biological, adopted, and foster child.

Subd. 5: The School Board may require an employee to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave benefits. However, the final determination of the eligibility of an employee for sick leave is reserved to the School Board.

Subd. 6: In the event that a medical certificate will be required, the employee will be so advised.

Subd. 7: For the purpose of this section, personal sick leave benefits means time accrued and available to an employee to be used as a result of an absence from work due to personal illness or injury but does not include short term or long term disability or other salary continuation benefits. (M.S. 181.9413 1992)

Section 2. Worker's Compensation

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

Subd. 2: A deduction shall be made for the employee's accumulated vacation or sick leave accrual time according to the pro-rata portions of days of sick leave or vacation, which is due to supplement the Worker's Compensation.

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

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

or monthly compensation that exceeds the normal compensation of the employee.

Subd. 5: An employee who is absent from work as a result of an injury compensable under the Worker's Compensation Act who elects to receive sick leave or vacation pay pursuant to this policy shall submit their Worker's Compensation check, endorsed to the School District, prior to receiving payment from the School District for their absence.

Section 3. Funeral Leave

In the event of death in the family of the employee (spouse, child, parent, sibling, grandparent, in-law parent or sibling, aunt, uncle, niece, or nephew) the employee shall be granted up to three (3) days leave with pay to make necessary funeral arrangements and attend the funeral.

Additional time may be granted due to extenuating or unusual circumstances such as, but not limited to, excessive distance to travel, etc. Any employee requested to serve as pallbearer shall be granted sufficient time to serve. Any additional days will be deducted from the employee's accumulated sick leave.

Section 4. Jury Duty

Employees shall be granted a leave of absence with pay for any time that they receive a subpoena or are required to report for jury duty service. Said pay shall be the difference between the regular pay and those monies received for the above mentioned subpoena or jury duty service, exclusive of mileage and expenses.

Section 5. Military Service

Employees enlisting or entering the military or naval service of the United States, including the military reserve or National Guard pursuant to the provisions of Military Selective Service Act of 1967, as amended and in accordance with Minnesota Statute 192-26 and 192-261, shall be granted all rights and privileges provided by such Act.

Section 6. Personal Leave

Any employee requesting and receiving a leave of absence from the job shall secure written leave from the School District, one copy shall be retained by the School District, one by the Employee, and one copy shall be filed with the Union.

Section 8. Without Pay

A leave of absence without pay may be granted only by the Superintendent of Schools or the Superintendent's designee, and must be done so in writing.

ARTICLE 10

HOLIDAY SCHEDULE

A. The following days shall be recognized as paid holidays for all cooks and kitchen helpers on a pro-rated basis:

Labor Day	Thanksgiving Day	Good Friday
Memorial Day	Christmas	Three (3) floating holidays
<u>Juneteenth (when scheduled to work during the week of)</u>		

B. If a holiday is observed on an employee's scheduled day off or during their vacation, they shall receive an additional day off in lieu of. If the holiday falls on a Sunday, the following Monday will be the day off. If the holiday falls on a Saturday, the preceding Friday will be the holiday.

C. The choice of a floating holiday shall be mutually agreeable to both the employee and the School District.

ARTICLE 11

SENIORITY

Section 1. Seniority List

The School District shall maintain a seniority list for layoff and recall purposes. Seniority shall be in accordance with the employees last date of hire. The seniority list on the date of this Agreement will show the name and job titles of all employees of the unit entitled to seniority. The School District shall post a current seniority list at the beginning of each school year and update it with each change of employment. A copy of the list will be posted in each facility and a copy set to the Union. Seniority shall be understood to start on the date the employee was hired as a regular employee by the School Board.

Section 2. Loss of Seniority

An employee shall lose their seniority for the following reasons only: 1) resignation; 2) discharged for cause and the discharge is not reversed by the procedure set forth in this Agreement; 3) absent from work for three (3) days without notifying the Employer. In proper cases, exceptions shall be made. After such absence, the Employer will send written certified notification to the employee at their last known address that they have lost their seniority and their employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure; 4) does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made; 5) return from sick leave and leave of absence will be treated the same as number 3 above.

Section 3. Seniority Classification

Seniority shall mean continuous service to the School District in the following classifications:

1. Cook Manager
2. Cook
3. Kitchen Helper

ARTICLE 12

LAYOFF AND RECALL

Section 1. Layoff

The word "lay off" means a reduction in the working force due to factors which shall include, but are not limited to the following: a) discontinuance of position, b) decrease in work, c) energy reasons, d) financial reasons. If it becomes necessary for lay off, employees will be laid off according to seniority schedule. Employees with the least seniority will be laid off first.

Section 2. Notice of Layoff

Employees to be laid off for an indefinite period of time shall have at least seven (7) calendar days' notice of lay off. The Local Union shall receive a list from the employer of the employees being laid off, on the same date as the notices are issued to the employees.

Section 3. Notice of Recall

When the working force is increased after a lay off, employees with the most seniority shall be recalled first. Notice of recall shall be sent to the employee at

their last known address by registered or certified mail. Within forty eight (48) hours of receipt of said notice, the employee shall notify the Employer of intent to return. If the employee fails to report to work within seven (7) days from the date of mailing the notice of recall, the employee shall be considered as terminated.

ARTICLE 13

HOURS OF SERVICE

Section 1. Basic Work Week

A regular workweek shall consist of forty (40) hours, exclusive of lunch, for all full time employees.

Employees will receive compensation for all time spent in the service of the employer, including travel time and mileage from school to school.

Section 2. Part Time Employees

The School board reserves the right to employ such personnel as it deems desirable or necessary on a part time or casual basis.

Section 3. Shifts and Starting Time

All employees will be assigned starting time and shifts as determined by the ~~School Board~~Food Service Director.

Section 4. Break Period

The Employer will accommodate the employee so they can take their coffee break(s). The employer will accommodate the employee so they can take the following breaks:

3-hour employees	10 minutes
4-hour employees	15 minutes
6 hour or more employees	2 breaks (15 minutes each)

ARTICLE 14

GRIEVANCE PROCEDURE

Section 1. Grievance Definition

A “grievance” shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the School Board as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

Section 2. Representative

The employee, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in their behalf.

Section 3. Definitions and Interpretations

Subd. 1. Extension: Time limits specified in the Agreement may be extended by mutual agreement.

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

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

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 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 of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date 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 period's hereafter provided shall constitute a waiver of the grievance.

Section 5. Adjustments of Grievance

The School Board and the employee shall attempt to adjust all grievances, which may arise during the course of employment of any employee within the School District in the following manner:

Level 1: If the grievance is not resolved through informal discussions the School Board designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Level 2: In the event the grievance is not resolved in Level 1, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within ten (10) days after receipt of the decision in Level 1. If a grievance is properly appealed to the Superintendent, the Superintendent or the Superintendent's designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or the Superintendent's designee shall issue a decision in writing to the parties involved.

Level 3: In the event the grievance is not resolved in Level 2, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within ten (10) days after receipt of the decision in Level 2. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the School Board shall issue its decision in writing to the parties involved.

At the option of the School Board, a committee or representative(s) of the Board may be designated by the Board to hear the appeal at this level, and report its findings and recommendation to the School Board. The School Board shall then render its decision.

Section 6. School Board Review

The School Board reserves the right to review any decision issued under Level 1 or Level 2 of this procedure provided the School Board or its representative notify the parties of its intention to review within ten (10) days after the decision has been rendered.

In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

Section 7. Denial of Grievance

Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

Section 8. Arbitration Procedures

In the event that the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: 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 twenty (20) days following the decision in Level 3 of the grievance procedure.

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

Subd. 3. Selection of an Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request a panel of arbitrators from the State of Minnesota, Bureau of Mediation Services, or its successor agency. The arbitrator shall be selected from the list by the Union representative and School Board representative alternately striking names from the list until only one name remains who will then be the arbitrator. The determination of who will strike first will be determined by chance (i.e., a flip of a coin). It shall be the duty of each party to, as promptly as possible, cooperate in the selection of an arbitrator as, to notify the arbitrator of the arbitrator's selection, and to attend any hearing called by the arbitrator.

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

Subd. 5. Decision: The arbitrator shall be requested to issue the arbitrator's decision with all reasonable dispatch after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by P.E.L.R.A.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the

hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording requested by either or both parties and any other expenses, which the parties mutually agree, are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such copy.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and extend to matters of inherent managerial policy, which shall include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, selection, direction and number of personnel. In considering any issue in dispute in its order, the arbitrator shall give due consideration to the statutory rights and obligations of the public School Board to efficiently manage and conduct its operations within the legal limitations surrounding the financing of such operations.

ARTICLE 15

SEVERANCE PAY/EARLY RETIREMENT

Plan A: Tax Deferred Contributions

1. After the third year of employment, if the employee matches the contribution, the District shall contribute up to ~~nine hundred seventy-five dollars (\$1225.00)~~^{975.00} towards a tax deferred plan for ~~20241-252~~²⁵² school year. ~~One thousand fifty dollars (\$1,1275050.00)~~^{1,1275050.00} for school year ~~20252-263~~²⁶³ and ~~one thousand one hundred twenty-five dollars (\$1,275425.00)~~^{1,275425.00} for school year ~~20263-274~~²⁷⁴.
2. The Employee may elect to participate or to not participate during any contract year. However, written notice must be received by the District prior to September 5 of the employee's intent to change their participation during the ensuing year. In the event of major changes in the life of the employee, changes may be made upon request to and approval by the Superintendent.

3. Any part time employee who is eligible is only entitled to a pro-rated share of the benefits described under this section based on the percentage of their part time employment compared to a full time employee.

ARTICLE 16

PUBLIC OBLIGATION

The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the School District to the continuous and uninterrupted operation of the school is of paramount importance.

The Exclusive Representative agrees, therefore, that during the term of this contract neither the Exclusive Representative nor any individual employee shall engage in any strike as defined by the P.E.L.R.A. The parties agree that procedures affecting this Article is provided for by P.E.L.R.A., and, therefore, shall not be subject to the grievance or arbitration procedure.

ARTICLE 17

DURATION

Section 1. Term and Reopening Negotiations.

This Agreement shall remain in full force and effect for a period commencing July 1, ~~2024~~ through June 30, ~~2024~~ and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than ninety (90) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of the Agreement.

Section 2. Effect

This Agreement constitutes the full and complete Agreement between the School Board and the Exclusive Representative representing the employees. The provisions herein relating to terms and conditions of employment supercede any

and all prior Agreement, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality

Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement.

Section 4. Severability

The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstance is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

SCHEDULE A

FOOD SERVICE WAGE SCHEDULE

Section 1. Hourly Food Service Wages

	<u>20241-20252</u>	<u>20252-20263</u>	<u>20263-20274</u>
Cook Manager	\$24.38	\$22.26 <u>\$25.24</u>	\$22.82 <u>\$26.12</u> \$23.39
Cooks	\$18.01	\$16.45 <u>\$18.64</u>	\$16.86 <u>\$19.30</u> \$17.28
Kitchen Helper	<u>\$17.21</u>	\$15.72 <u>\$17.81</u>	<u>\$18.43</u> \$16.14 <u>\$16.54</u>

Once a Kitchen Helper attains Certification, they will be moved to the Cook classification.

ISD 595 agrees to pay the full cost for all serve safe test and renewals as required.

Section 2. Higher Classification

When a kitchen helper replaces a cook, he/she will be paid the same as the lowest wage in the cook classification.

When a cook/kitchen helper substitutes for a cook manager, he/she will be paid ~~\$17.48 per hour for school year 2021-22, \$17.92/hour for school year 2022-23 and \$18.37/hour for school year 2023-24. After 10 days the substitute will be paid~~ the Cook Manager wage.

Section 3. Substitute Cooks

Substitute cooks who fall within this bargaining group shall be paid as set by Board policy.

Section 4. Storm Day Show Up Pay

Any employee covered by this Agreement who reports to work prior to school being called off shall be paid a minimum of two hours pay or their actual hours worked on the storm day.

Section 5. Meetings

Time spent traveling to and from meetings as well as time spent in meetings will be at the employee's regular rate of pay. If a personal vehicle is used for transportation, mileage will be paid as per District policy.

Section 6. Pre-Approved Time

All hours outside the regular work schedule must be pre-approved for payment.

Section 7. Switching

Employees, who perform the same type of work but work different hours, may, with prior notification, switch shifts from time to time to accommodate doctor appointments etc....

