

# **Master Contract**

**Between**

**Buffalo-Hanover-Montrose Schools  
Independent School District 877**

**and**

**School Food Service Personnel**

**July 1, 2008~~10~~-June 30, 201~~0~~12**

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**AGREEMENT BETWEEN**  
**INDEPENDENT SCHOOL DISTRICT 877**  
**AND**  
**SCHOOL FOOD SERVICE PERSONNEL**

**ARTICLE I**

**PURPOSE**

**Section 1. Parties:** This Agreement is entered into between Independent School District 877, Buffalo, Minnesota, hereinafter referred to as the School District, and the District School Food Service Personnel, 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 School Food Service Personnel during the duration of this Agreement.

**ARTICLE II**

**RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

**Section 1. Recognition:** In accordance with the P.E.L.R.A., the School District recognizes the School Food Service Personnel as the exclusive representative for School Food Service Personnel employed by the School District, 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 this Agreement and the P.E.L.R.A. and in certification by the Director of Mediation Services, if any.

**ARTICLE III**

**DEFINITIONS**

**Section 1. Terms and Conditions of Employment:** Shall mean the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees.

**Section 2. Full Time Employees:** Their term of service for full time employees is 25 hours per week.

**Section 3. Part Time Employees:** The School District reserves the right to employ such part-time personnel as deemed necessary and desirable, consistent with the provisions of this Agreement.

**Section 4. Starting Times:** Starting times shall be determined by the Food Manager subject to the approval of the School District.

**Section 5. Description of Appropriate Unit:** For purposes of this Agreement, the term School Food Service Personnel 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% of the normal work week in the employees bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year and emergency employees.

**Section 6. School District:** For purposes of administering this Agreement the term "School District" shall mean the School Board or its designated representative.

**Section 7. Other Terms:** Terms not defined in this Agreement shall have those meaning a defined by the P.E.L.R.A.

## ARTICLE IV

### 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, its overall budget, utilization of technology, the organizational structure, selection, 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 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 and duties prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by school district rules, regulations, directives and orders, issued by properly designated officials of the school district. The exclusive representative also recognizes the right, obligation

and duty of the school board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the school board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the school board, all employees covered by this Agreement, and all provisions 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 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 district.

**Section 5. Transfers:** Personnel may be transferred by the Food Service Director to meet the food service needs of the district following discussion with the affected Food Manager.

**Section 6. Initial Employment:** The Board of Education reserves the right to establish entry level wages.

## ARTICLE V

### EMPLOYEE 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 or circumvent the rights of the exclusive representative.

**Section 2. Right to Join:** Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right to secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the school district.

## ARTICLE VI

### RATES OF PAY

## **Section 1. Rates of Pay:**

**Subd. 1. Wages:** The wages and salaries reflected in Schedule A, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2008~~10~~ to June 30, 201~~0~~12.

**Subd. 2. Salary Schedule/Position Category Progression:** Personnel shall be granted increment on July 1 only. ~~Beginning January 1, 2009,~~ An employee hired after January 1<sup>st</sup> shall be eligible for any increase in his/her current step on July 1<sup>st</sup> but shall not be eligible for step advancement until the following July 1<sup>st</sup>.

Employees promoted from Food Service Aide to Food Service Assistant will be placed on a step on the salary schedule as determined by the Director of Food Service. When determining the step placement, the Director of Food Service will consider experience and the amount of time the employee has performed duties similar to the Food Service Assistant position duties. The Food Service Director's decision in this regard shall be final and not subject to the grievance procedure.

**Subd. 3. Certification:** Food Managers and Lead(s) must obtain certification at Level III within one year of assignment or obtain written approval from the Director of Food Service waiving this requirement. Those Food Managers and Leads not certified to the required level shall receive \$.30 per hour below Food Managers and Lead(s) salary.

All employees obtaining certification Level II will receive an additional \$.75 per hour from the base level pay and those at Level III will receive an additional \$1.00 per hour from the base level pay.

Food Service Employees must be certified as Level I within one (1) year of employment. Tuition and mileage will be paid to attend classes to achieve Level I certification.

It is the employee's responsibility to submit certification to the Director of Food Service. Hourly wage advances will occur on these dates: September 1, November 1, February 1, or April 1.

**Subd. 4. Continuing Education Registrations Fees:** Registration fees will be paid by the district for 16 clock hours of continuing education per year. Registration fees, mileage and banquet will be paid by the district for those attending the MSNA Annual Conference. These will all be subject to the approval of the Director of Food Service.

**Subd. 5. Overtime:** All work necessary after 40 hours per week in excess of the working hours is to be paid for at the rate of time and one-half. All overtime must be pre-approved by the Food Service Director in advance. Overtime will be paid for work performed on holidays as defined by this agreement.

**Subd. 6. School Nutrition Association Dues:** Food Managers dues will be paid to the School Nutrition Association and Department of Health certification by the District.

**Subd. 7. Special Events Compensation:** Employees called back to work at any dinner, banquet, prom or catered functions, etc. will be compensated at 1.5 times of their rate of pay or \$20.00 per hour, whichever is greater.

The Director of Food Service will work with the Food Managers on the number of hours for the event to ensure adequate coverage for the entire event. This shall include adequate preparation before, during and after the event.

**Subd. 8. Salary Schedule Advancement:** During the duration of this Agreement advancement on any salary schedule shall be subject to the terms of this Agreement. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, an employee shall be compensated according to the current rate until a successor Agreement is entered into.

## ARTICLE VII

### GROUP INSURANCE

**Section 1. Eligibility:** The parties agree that (25 hours or more per week) employees shall be eligible for group insurance benefits as provided for in this article. Employees qualifying for insurance and employed less than 25 hours, but more than 14 hours, shall be eligible for the same coverage. The School Board contribution shall be prorated based upon 25 hours as 100%. Employees hired prior to July 1, 2008, shall remain eligible for health insurance as outlined above. Employees hired after July 1, 2008, must work 25 hours or more per week to be eligible for health insurance.

**Section 2. 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 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 3. Selection of Carrier:** The selection of the insurance carriers and policies shall be made by the school district.

**Section 4. Health and Hospitalization Insurance:** The School Board will provide health and hospitalization insurance for employees according to the following plans:

**Subd. 1. Single Coverage:** The School Board shall contribute the sum listed in Schedule B, attached hereto, toward the premium for individual coverage for employees employed by the School District who are not enrolled for family coverage in the district group health and hospitalization plan.

**Subd. 2. Family Coverage:** The School Board shall contribute the sum listed in Schedule B, attached hereto, toward the premium for family coverage.

**Section 5. Dental Coverage:** Food managers are eligible for dental insurance.

**Section 6. Term Life Insurance:** The School Board shall contribute the sum listed on Schedule B, attached hereto, toward term life insurance for employees who qualify and wish to be covered.

**Section 7. Uniform Allowance:** The District will provide a yearly uniform allowance of \$175 in ~~200810-200911~~ and \$175 in ~~200911-201012~~. Once employees have purchased required uniforms, the allowance may also be used for certification fees, national and state dues or for the cost of continuing education classes that exceed the 16 clock hours provided for in Article VI, Section 1, Subd. 4. **The allowance will be included by the second paycheck in September. New employees hired during the school year will receive the allowance with their first paycheck.**

**Section 8. Duration of Insurance Contribution:** An employee is eligible for school district contribution as provided in this article as long as the employee is employed by the school district. Upon termination of employment, all district contribution shall cease.

## ARTICLE VIII

### LEAVE OF ABSENCE

#### Section 1. Sick Leave:

**Subd. 1. Sick Leave Accrual:** A full time employee shall earn sick leave at the rate of one (1) day for each month of service (10 days per year) in the employ of the school district. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the employee's work year. Sick leave shall be prorated for



less than full time employees. Sick leave shall be earned before it shall be taken.

**Subd. 2. Unused Sick Leave:** Unused sick leave days may accumulate to a maximum credit of one hundred (100) days of sick leave per employee.

**Subd. 3. Sick Leave Use:** Sick leave with pay shall be allowed when ever an employee's absence is found to have been due to illness which prevented attendance and performance of duties on that day or days. Sick leave must be taken in increments of at least  $\frac{1}{4}$  of the employee's work day.

**Subd. 4. Medical Certificate Requirements:** 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 sick leave pay. However, the final determination as to eligibility of an employee for sick 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. Sick Leave Deduction:** Sick leave allowed shall be deducted from the sick leave days earned by the employee.

**Subd. 6. Sick Leave Approval:** Sick leave pay shall be approved only upon submission of a signed request on an authorized sick leave pay request form available from his/her immediate supervisor.

**Subd. 7. Use of Sick Leave for Family Members:** An employee may request up to two (2) days paid sick leave for absence due to the illness of spouse, adult child, or parent including any step or foster relative in the same relationship with the employee. After the utilization of those two (2) days, an employee will have deducted two days of sick leave for each absence due to the sickness of a spouse, adult child or parent. These absences must be approved by the Director of Human Resources. No more than ten (10) days of sick leave may be taken for this purpose per fiscal year.

**Subd. 8. Use of Sick Leave for Child:** Employees may use sick leave for absences due to illness or injury to the employee's child including any step or foster child of the employee. For purposes of this subdivision, "child" means an individual under 18 years of age or an individual under age 20 who is still attending secondary school.

## **Section 2. Emergency and Personal Leave:**

**Subd. 1. Emergency and Personal Leave:** An employee may be granted one (1) day of emergency or personal leave per year. The Director shall be notified as soon as possible of the emergency. Advance approval by the Director of Human

Resources or designee is required for personal absence. Emergency circumstances will be evaluated by the Director on an individual application basis, and inappropriate emergency absences are absence without pay. Personal leave shall be prorated for less than full time employees. Personal leave must be taken in ½ or 1 day increments of the employee's work day. **This provision sunsets on December 31, 2010, and will be replaced with Subd. 2. below effective January 1, 2011.**

**Subd. 2. Personal Leave: Employees will be granted one (1) day of personal leave per year that does not require a reason. A request for personal leave must be made in writing to the Director of Human Resources at least three (3) contractual days in advance. Personal days must normally be taken on a student scheduled school day. However, if school is cancelled due to weather, an employee may use a personal day and the three (3) contractual days notice will be waived. This day will be prorated based on numbers of hours worked per day regularly. A personal day may not be taken the first ten (10) or the last ten (10) student scheduled school days. Special circumstances may be considered for approval of a personal day the first ten (10) or the last ten (10) student scheduled school days by the Director of Food Service whose decision shall be final and is not subject to the grievance process. One (1) food service employee per site may be approved in advance for personal leave on any school scheduled day. Personal days must be taken in ½ of one (1) day increments of the employee's work day.**

**Food service employees shall be eligible for a total of one (1) emergency or personal leave day in 2010-11 as outlined in Subd. 1. or Subd. above. In subsequent years, food service employees will be granted personal leave according to Subd. 2.**

**Section 3. Worker's Compensation:** Pursuant to M.S. 176 an employee injured on the job in the service of the School District and collecting worker's compensation insurance, may draw sick leave and receive full salary from the School District, salary to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

**Section 4. Bereavement Leave:** In the event of the death of spouse, father, mother, son or daughter including any step or foster relative in the same relationship with the employee, each regularly employed person may have up to five (5) days per incident, non-accumulative, without salary deductions. In the event of the death of brother, sister, mother-in-law or father-in-law, brother-in-law, sister-in-law, grandparents, or grandchild including any step or foster relative in the same relationship with the employee, the number of days without salary deductions may be up to three (3) days per incident, non-accumulative. Further necessary time beyond that already provided may be allowed from the employee's sick leave accumulation subject to approval of the Director of Human Resources.

## **Section 5. Medical Leave:**

**Subd. 1. Medical Leave of Absence.** An employee, who has completed their probationary period, who is unable to perform their duties because of illness or injury and who has exhausted all sick leave credit available, may, upon request, be granted a medical leave of absence, without pay, up to one (1) year. This leave may be renewed at the discretion of the school district.

**Subd. 2. Written Doctor's Statement.** A request for leave of absence, or renewal thereof, under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume their normal responsibilities.

**Section 6. Court and Jury Leave:** An employee shall be allowed to be absent from work if subpoenaed for any court appearance or if required to service jury duty. During said absence the employee shall be paid the regular salary, less any compensation received as a result of said court appearance. Prior to receipt of salary, the employee shall endorse the court payment check to the school district, or provide the district with other verification acceptable to the district.

**Section 7. Longevity Day:** After completion of seven (7) years of service to the School District, a food service employee may take one (1) paid day at their discretion. This shall increase to two (2) days after completion of fourteen (14) years of service to the District and to three (3) days after twenty-one (21) years of service. A request for this longevity day must be made in writing to the Director of Human Resources at least three (3) contractual days in advance. If school is cancelled due to weather, an employee who has earned longevity day(s), may use a longevity day and the three (3) day advance notice will be waived. This day will be prorated based on number of hours worked per day regularly. The longevity day may not be taken the first two weeks or the last two weeks of the school year. Longevity days must be taken in ½ or 1 day increments of the employee's work day.

**Section 8. Other Leaves:** Leaves of absence without pay may be granted upon the approval of the Food Manager in the effected kitchen, the Director of Food Service and the Director of Human Resources.

**Section 9. Insurance Application:** An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave, and shall pay to the school district the monthly premium in advance.

**Section 10. Credit:** An employee who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which has accrued at the time the employee went on leave.

**Section 11. Eligibility:** Leave benefits provided in this Article shall apply to all employees and shall be available only during the regular school year except those provided to employees

under the applicable state or federal laws.

## ARTICLE IX

### HOURS OF SERVICE

**Section 1. Basic Work Week:** A regular work week consists of 25 hours including a 20-minute paid lunch break. The paid break or lunch break may not be duty free. Employees are encouraged to sample the menu items for quality assurance.

**Section 2. Part-Time Employees:** The school district 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 Times:** All employees will be assigned starting time and shifts as determined by the school district.

**Section 4. Break:** Employees are allowed a 10-minute break every four hours. Those employed less than 4 hours are not eligible for a break but are encouraged to sample the menu items for quality assurance prior to their assigned work hours or after their assigned work hours.

**Section 5. School Closing:** In the event school is closed and employees are on the job, the employee shall be compensated for their time on the job or a minimum of two (2) hours.

**Section 6. Manager Vacancies:** After five (5) consecutive work days of absence of the Food Manager, an employee assigned to fill that job shall receive an additional \$.40 per hour. After an additional 15 days, the employee shall receive the normal Food Manager's salary.

## ARTICLE X

### HOLIDAYS

**Section 1. Paid Holidays:** Employees shall be granted the following eight (8) paid holidays: Thanksgiving Day, day after Thanksgiving, Christmas Eve Day, Christmas Day, New Years Day, President's Day, Friday during Spring Break and Memorial Day. If Memorial Day is not encompassed by work days, another compensation day shall be granted in lieu of that day.

**Section 2. Weekends:** Holidays that fall on weekends will be observed on a day established by the school district.

**Section 3. School in Session:** The school district reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof.

**Section 4. Eligibility:** In order to be eligible for holiday pay, an employee must have worked their regular work day the day before and the day after the holiday unless they are on approved paid leave.

## ARTICLE XI

### SEVERANCE PAY

**Section 1. Severance Pay Eligibility:** Food Service employees who have been employed in the school district at least 15 years and are at least 55 years of age, shall be eligible for severance pay upon submission of written resignation accepted by the school district.

**Section 2. Severance Pay Calculation:** A Food Service employee shall be eligible to receive as severance pay an amount obtained by multiplying 90 of the unused number of sick days. But no more than 90 days.

**Section 3. Hours Worked/Hourly Rate Used in Calculation:** In applying these provisions, a day shall be equivalent to the number of hours per day that the employee is regularly employed at the time of resignation. The rate of pay shall be that hourly rate being paid to the employee at the time of retirement.

**Section 4. Payment Date:** All severance payments to eligible participants will be placed in a post retirement health trust account. Remaining amounts will go to the designated beneficiaries upon employee's death. Payment shall be made on January 15 following retirement.

**Section 5. Exclusion:** Section 1-4 applies only to food service personnel whose service began prior to July 1, 2011. For food service personnel whose employment began after this date, the provisions for Section 1-4 will not be applicable.

#### **Section 6. Eligibility for Insurance at Retirement:**

**Subd. 1. Health Insurance:** Employees who meet the severance eligibility criteria in Section 1. and are enrolled in the district group health and hospitalization plan prior to retirement may elect to continue participation in the plan, at the employee's expense, until the employee reaches the age of Medicare eligibility.

Employees who retire and do not meet the severance eligibility criteria in Section 1. and are enrolled in the district group health and hospitalization plan prior to retirement may elect to continue participation in the plan, at the employee's expense, until the employee reaches the age of Medicare eligibility if they are receiving a disability benefit or an annuity from a MN public pension plan as outlined in Minnesota Statute § 471.61.

**Subd. 2. Dental Insurance:** Employees who meet the severance eligibility criteria in Section 1. and are enrolled in the district dental insurance plan prior to retirement

may elect to continue participation in the plan, at the employee's expense, until the employee reaches the age of Medicare eligibility.

Employees who retire and do not meet the severance eligibility criteria in Section 1. and are enrolled in the dental insurance plan prior to retirement may elect to continue participation in the plan, at the employee's expense, until the employee reaches the age of Medicare eligibility if they are receiving a disability benefit or an annuity from a MN public pension plan as outlined in Minnesota Statute § 471.61.

## ARTICLE XII

### DISCIPLINE DISCHARGE AND PROBATIONARY PERIOD

**Section 1. Probationary Period:** An employee under the provisions of this Agreement shall serve a probationary period of six (6) months of continuous service in the school district during which time the school district shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline procedure, insofar as a probationary employee shall have the right to bring a grievance on any other provision of the contract alleged to have been violated.

**Section 2. Probationary Period; Change of Job Category:** In addition to the initial probationary period an employee promoted to a different job category shall serve a new probationary period of three (3) calendar months in any such new position. During this three (3) month probationary period if it is determined by the School District that the employee's performance in the new position is unsatisfactory, the School District shall have the right to reassign the employee to a position in his/her former job category.

**Section 3. Completion of Probationary Period:** An employee who has completed the probationary period may be suspended without pay or discharged for cause. An employee who has completed the probationary period and is suspended without pay or discharge shall have access to the grievance procedure.

**Section 4. Seniority Date:** Employees shall acquire seniority upon completion of the probationary period as defined in this Agreement and, upon acquiring seniority, the seniority date shall relate back to the first date of service. If more than one employee commences work on the same date, seniority ranking for such employees shall be determined by the school.

**Section 5. Transfers-Yearly and Monthly Schedules, Vacancies:** The Board of Education reserves the right to make employee transfers between positions and/or buildings. It also reserves the right to make yearly or monthly schedule changes (i.e. reduce hours or adding hours). This section shall not be subject to the grievance procedure.

**Section 6. Resignation:** If an employee does not report to work and does not report their

absence for three consecutive days, the absence will be considered a resignation.

## ARTICLE XIII

### LAYOFFS AND VACANCIES

The parties recognize the principal of seniority in the application of this Agreement, within job category, concerning reduction in force, provided the employee is fully qualified to perform the duties and responsibilities of the position. An employee on layoff shall retain their seniority and right to recall, within the job category, in seniority order for a period of twelve (12) months after the date of layoff.

**Section 1. Posting of Vacancies:** There shall be a posting of job openings for three (3) working days, so that employees qualified for the positions shall have an opportunity to apply for them.

## ARTICLE XIV

### 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 district as to the interpretation or application of terms and conditions contained in this Agreement.

**Section 2. Representatives:** The employee, administrator, or school board may be represented during any step of the procedure by any person or agent designated by such part to act in their behalf.

#### **Section 3. Definitions and Interpretations:**

**Subd. 1. Extension:** Time limits specified in this 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 week days 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 a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

**Subd. 4. Filing and Postmark:** The filing or service of any notice or document herein shall be timely if it is personally served or 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 district's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty days after the date of the first 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. An effort shall first be made to adjust an alleged grievance informally between the employee and the school district's designee.

**Section 5. Adjustments of Grievance:** The school district and the employee shall attempt to adjust all grievance which may arise during the course of employment of any employee within the school district in the following manner:

**Subd. 1. Level I:** If the grievance is not resolved through informal discussions, the school district designee shall give a written decision on the grievance to the parties involved within ten days after receipt of the written grievance.

**Subd. 2. Level II:** In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the superintendent of schools, provided such appeal is made in writing within five days after receipt of the decision in Level I. If a grievance is properly appealed to the superintendent, the superintendent or his designee shall set a time to meet regarding the grievance within fifteen days after the superintendent or his designee shall issue a decision in writing to the parties involved.

**Subd. 3. Level III:** In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the school board, provided such appeal is made in writing within five days after receipt of the decision in Level II. If a grievance is properly appealed to the school board, **representatives of the School Board shall set a time to hear the grievance within** twenty days after receipt of the appeal. Within twenty days after the meeting, the **representatives of 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 recommendations 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 I or Level II of this procedure provided the school board or its representative notify the parties of its intention to review within ten 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 district designee, superintendent or school board or its representatives** 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 ten days following the decision in Level III of the grievance procedure.

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

**Subd. 3. Selection of Arbitrator:** Upon the proper submission of a grievance under the terms of this procedure the parties shall, within ten days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on the arbitrator is reached, either party may request the B.M.S. (Bureau of Mediation Services) to appoint an arbitrator, pursuant to M.S. 179.70, Subd. 4, providing such request is made within twenty days after request for arbitration. The request shall ask that the appointment be made within thirty days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the B.M.S. within the time periods provided herein shall constitute a wavier of the grievance.

**Subd. 4. Submission of Grievance Information:**

- a) Upon the appointment of the arbitrator, the appealing party shall within five 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:
  - 1) The issues involved.
  - 2) Statement of the facts.
  - 3) Position of the grievant.
  - 4) The written documents relating to Section 5, Article XI of the grievance procedure.
- b) The school district may make a similar submission of information relating to the grievance either before or at the time of the hearing.

**Subd. 5. 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. The proceedings before the arbitrator shall be a hearing denovo.

**Subd. 6. Decision:** The decision by the arbitrator shall be rendered within thirty days 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 in the P.E.L.R.A.

**Subd. 7. Expenses:** Each party shall bear its own expenses in connection with arbitration including expenses which the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

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

## **ARTICLE XV**

### **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 therefore shall not be subject to the grievance or arbitration procedure.

## ARTICLE XVI

### DURATION

**Section 1. Term and Reopening Negotiations:** This Agreement shall remain in full force and effect for a period commencing on its date of execution, through June 30, 2010~~12~~, and thereafter until modification are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing at the expiration, it shall give written notice of such intent no later than 90 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

**Section 2. Effect:** This Agreement constitutes the full and complete Agreement between the school district and the exclusive representatives representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

**Section 3. Finality:** Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation, except by mutual consent, 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 circumstances is held invalid it shall not affect any other provisions of this Agreement or the application of any provision thereof.

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

Buffalo School Food Service Employees  
214 First Avenue NE  
Buffalo, MN 55313

Buffalo School District 877  
214 First Avenue NE  
Buffalo, MN 55313

*Sue Spike Kim Hinrichs*  
President

*Dave Wilson*  
Chairperson

*Synette Neumann Lisa Johnson*  
Secretary

*Melissa Brings*  
Clerk

*Sue Van Lith*  
Chief Employee Negotiator

*Moreen Martell*  
Chief Board Negotiator

Dated this 24<sup>th</sup> day of September, 2008

Dated this 22<sup>nd</sup> day of September, 2008

**Dated this 22<sup>nd</sup> day of November, 2010**

**Dated this 22<sup>nd</sup> day of November, 2010**

## SCHEDULE A

**200810-200911**

<b>Job Category</b>	<u>Step</u> 0	<u>Step</u> 1	<u>Step</u> 2	<u>Step</u> 3
Food Assistant (5 hours or more)	<del>\$12.25</del> <b>12.50</b>	<del>\$13.25</del> <b>13.52</b>	<del>\$14.05</del> <b>14.34</b>	<del>\$15.25</del> <b>15.56</b>
Food Aide (Less than 5 hours)	<del>\$11.85</del> <b>12.09</b>	<del>\$13.00</del> <b>13.26</b>		
Food Service Manager (Supervises 18 or More Employees)			<del>\$22.20</del> <b>22.65</b>	
Food Service Manager (Supervises 10 or More Employees)			<del>\$20.15</del> <b>20.56</b>	
Food Service Managers (Supervises Less than 10 Employees)			<del>\$19.10</del> <b>19.49</b>	
Lead Positions			<del>\$18.50</del> <b>18.88</b>	

Level II Certification = \$.75 added to the base level pay

Level III Certification = \$1.00 added to the base level pay

~~Beginning January 1, 2009,~~ An employee hired after January 1<sup>st</sup> shall be eligible for any increase in his/her current step on July 1<sup>st</sup> but shall not be eligible for step advancement until the following July 1<sup>st</sup>.

Longevity: Employees shall receive additional compensation over and above their hourly rate of pay as listed below:

After 7 years of continuous service in this bargaining unit	\$.10
After 14 years of continuous service in this bargaining unit	<del>\$.25</del> <b>\$.26</b>
After 20 years of continuous service in this bargaining unit	<del>\$.35</del> <b>\$.36</b> (Not accumulative)

**200911-201012**

Job Category	<u>Step</u> 0	<u>Step</u> 1	<u>Step</u> 2	<u>Step</u> 3
Food Assistant (5 hours or more)	<del>\$12.55</del> <b>12.72</b>	<del>\$13.60</del> <b>13.76</b>	<del>\$14.40</del> <b>14.60</b>	<del>\$15.60</del> <b>15.84</b>
Food Aide (Less than 5 hours)	<del>\$12.15</del> <b>12.31</b>	<del>\$13.30</del> <b>13.50</b>		
Food Service Manager (Supervises 18 or More Employees)		<del>\$22.70</del> <b>23.05</b>		
Food Service Manager - 10 or More Employees (Supervises 10 or More Employees)		<del>\$20.65</del> <b>20.92</b>		
Food Service Managers - Less than 10 Employees (Supervises Less than 10 Employees)		<del>\$19.60</del> <b>19.84</b>		
Lead Positions		<del>\$19.00</del> <b>19.22</b>		

Level II Certification = \$.75 added to the base level pay  
 Level III Certification = \$1.00 added to the base level pay

~~Beginning January 1, 2009, a~~An employee hired after January 1<sup>st</sup> shall be eligible for any increase in his/her current step on July 1<sup>st</sup> but shall not be eligible for step advancement until the following July 1<sup>st</sup>.

Longevity: Employees shall receive additional compensation over and above their hourly rate of pay as listed below:

After 7 years of continuous service in this bargaining unit	\$.10
After 14 years of continuous service in this bargaining unit	<del>\$.25</del> <b>\$.26</b>
After 20 years of continuous service in this bargaining unit	<del>\$.35</del> <b>\$.36</b> (Not accumulative)

**SCHEDULE B  
GROUP INSURANCE**

	200810-200911	200911-201012
Health & Hospitalization		
Dependent Coverage	<del>\$8,177</del> <b>\$9,866</b>	<del>\$8,789*</del> <b>\$10,557*</b>
*Or an amount not to exceed 50 <b>51.92%</b> of the premium, whichever is the lesser amount.		
Individual Coverage	<del>\$5,842</del> <b>\$6,792</b>	<del>\$6,280**</del> <b>\$7,268**</b>
<b>**Or an amount not to exceed 100% of the premium, whichever is the lesser amount.</b>		
Term Life Insurance	\$ 92	\$ 92
Dental		
Managers	\$ 864	\$ 864

Schedule A												
200810-0911												
Job Category	Step 0	Lvl II	Lvl III	Step 1	Lvl II	Lvl III	Step 2	Lvl II	Lvl III	Step 3	Lvl II	Lvl III
FS Aides Less than 5 hours	\$11.85 <b>12.09</b>	12.60 <b>12.84</b>	12.85 <b>13.09</b>	13.00 <b>13.26</b>	13.75 <b>14.01</b>	14.00 <b>14.26</b>						
FS Assistants 5 hours or more	\$12.25 <b>12.50</b>	13.00 <b>13.25</b>	13.25 <b>13.50</b>	\$13.25 <b>13.52</b>	14.00 <b>14.27</b>	14.25 <b>14.52</b>	\$14.05 <b>14.34</b>	14.80 <b>15.09</b>	15.05 <b>15.34</b>	\$15.25 <b>15.56</b>	16.00 <b>16.31</b>	16.25 <b>16.56</b>
Leads	\$18.50 <b>18.88</b>		19.50 <b>19.88</b>									
FS Managers Supervises < 10 employees	\$19.10 <b>19.49</b>		20.10 <b>20.49</b>									
FS Managers Supervises 10+ employees	\$20.15 <b>20.56</b>		21.15 <b>21.56</b>									
FS Managers Supervises 18+ employees	\$22.20 <b>22.65</b>		23.20 <b>23.65</b>									

Level II Certification = \$.75

Level III Certification = \$1.00

Beginning January 1, 2009, an employee hired after January 1<sup>st</sup> shall be eligible for any increase in his/her current step on July 1<sup>st</sup> but shall not be eligible for step advancement until the following July 1<sup>st</sup>.

Longevity: Employees shall receive additional compensation over and above their hourly rate of pay as listed below:

After 7 years of continuous service in this bargaining unit                     \$.10  
 After 14 years of continuous service in this bargaining unit                   \$.25 **\$.26**  
 After 20 years of continuous service in this bargaining unit                   \$.35 **\$.36** (Not accumulative)

Schedule A												
200911-1012												
Job Category	Step 0	Lvl II	Lvl III	Step 1	Lvl II	Lvl III	Step 2	Lvl II	Lvl III	Step 3	Lvl II	Lvl III
FS Aides Less than 5 hours	\$12.15 <b>12.31</b>	12.90 <b>13.06</b>	13.15 <b>13.31</b>	\$13.30 <b>13.50</b>	14.05 <b>14.25</b>	14.30 <b>14.50</b>						
FS Assistants 5 hours or more	\$12.55 <b>12.72</b>	13.30 <b>13.47</b>	13.55 <b>13.72</b>	\$13.60 <b>13.76</b>	14.35 <b>14.51</b>	14.60 <b>14.76</b>	\$14.40 <b>14.60</b>	15.15 <b>15.35</b>	15.40 <b>15.60</b>	\$15.60 <b>15.84</b>	16.35 <b>16.59</b>	16.60 <b>16.84</b>
Leads	\$19.00 <b>19.22</b>		20.00 <b>20.22</b>									
FS Managers Supervises < 10 employees	\$19.60 <b>19.84</b>		20.60 <b>20.84</b>									
FS Managers Supervises 10+ employees	\$20.65 <b>20.92</b>		21.65 <b>21.92</b>									
FS Managers Supervises 18+ employees	\$22.70 <b>23.05</b>		23.70 <b>24.05</b>									

Level II Certification = \$.75

Level III Certification = \$1.00

Beginning January 1, 2009, an employee hired after January 1<sup>st</sup> shall be eligible for any increase in his/her current step on July 1<sup>st</sup> but shall not be eligible for step advancement until the following July 1<sup>st</sup>.

Longevity: Employees shall receive additional compensation over and above their hourly rate of pay as listed below:

After 7 years of continuous service in this bargaining unit                     \$.10  
 After 14 years of continuous service in this bargaining unit                   \$.25 **\$.26**



After 20 years of continuous service in this bargaining unit

~~\$.35~~ **\$.36** (Not accumulative)