COLLECTIVE BARGAINING AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT #709
DULUTH.MINNESOTA

and

FOOD SERVICE EMPLOYEES

EFFECTIVE DATES

July 1, 2023
To
June 30, 2025

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AGREEMENT

Between

AFSCME Council 5

And

Independent School District No. 709
St. Louis County, Minnesota

THIS AGREEMENT, entered into by and between AFSCME Council 5, herein referred to as the ***"Union"*** and Independent School District No. 709, St. Louis County, Minnesota, a public corporation, herein referred to as the ***"School District",*** and relating to terms and conditions of employment, including hours of employment, the compensation therefore including fringe benefits, and the employer's human resource policies affecting the working conditions of the employees.

NOW, THEREFORE, in consideration of the mutual promises and agreements between the parties contained herein the parties agree as follows:

ARTICLE 1

Union Recognition & Unit Description

The School District formally recognizes AFSCME Council 5 as the exclusive bargaining agent for all food service employees of the School District as are within the mutually agreed upon bargaining unit. The unit shall consist of all regular full and part-time food service personnel excluding supervisors and its clerical employees, part-time employees whose service does not exceed twelve and one half (12 ½) hours per week, or thirty-five percent (35%) of the normal work week, and employees who hold positions of a basically temporary or seasonal character for a period not in excess of sixty-seven (67) working days in any calendar year.

The Union shall be the duly authorized representative of said employees with respect to rates of pay, wages, hours, and other conditions of employment and shall have the rights granted to it by the applicable laws of the State of Minnesota. It is agreed that the School District will not bargain individually or collectively in regard to any matter affecting conditions of employment of said employees, or affecting the role of the Union as exclusive bargaining agent, with any other organization or person, except as may be required by law.

ARTICLE 2

Management Rights

It is understood and agreed that the School District on its own behalf and on behalf of the citizens whom it represents, hereby possesses, retains and reserves unto itself the right to manage, direct, and control all School District functions in all particulars except as limited by the terms of this Agreement or by applicable federal and state law.

ARTICLE 3

Definitions

A. The term ***"School Board"*** as used in these rules means the School Board of Independent School District No. 709, St. Louis County, Minnesota.

B. The term ***"School District"*** as used in these rules means Independent School District No. 709, St. Louis County, Minnesota.

C. ***"Appointing Authority"*** means the School Board or a staff officer delegated to perform those functions required of an appointing authority in these rules.

D. ***"Position"*** means any office or place of employment in the classified service of the School District with duties and responsibilities calling for the full-time or part-time of one person in the performance and exercise thereof.

E. ***"Permanent Position"*** means any position in the classified service of the School District which has required or which is likely to require the services of an incumbent without interruption for a period of more than sixty-seven (67) working days in any calendar year.

F. ***"Temporary Position"*** means any position in the School District, which requires or is likely to require the services of any

incumbent for a period of sixty-seven (67) working days or less.

G. ***"Employee"*** means a person who is legally an incumbent of a position in the classified service of the School District or who is on leave of absence according to these rules and whose position is held for him/her pending his/her return.

H. ***"Substitute Appointment"*** means an appointment to fill a temporary vacancy in a permanent position caused by the temporary absence of the regular incumbent because of sickness, special leave of absence, military leave of absence, or other similar cause.

I. ***"Eligible"*** means any person whose name is on a re-employment list for a given class.

J. ***"Class"*** **or** ***"Class of Positions"*** means a group of positions established under these rules sufficiently similar in respect to the duties, responsibilities and authority thereof that the same descriptive title may be used to designate each position allocated to the class, that the same requirements as to education, experience capacity, knowledge, proficiency, ability, and other qualifications should be required of the incumbents, that the same tests of fitness may be used to choose qualified employees, and that the same schedule of compensation can be made to apply with equity.

K. ***"Title," "Class Title"*** **or** ***"Classification Title"*** means the designation given under these rules to a class, to each position allocated to the class, and to the incumbent of each position allocated to the class.

L. ***"Eligible List"*** means a list of names of persons who have been found qualified for employment in positions in the classified service, including the names of persons on the re-employment lists as hereinafter defined.

M. ***"Re-employment List"*** means a list of the names of persons arranged in the order provided by these rules who have occupied permanent positions allocated to any class in the classified service, who have been separated from the service, and who, in accordance with these rules, are entitled to have their names certified to appointing authorities when vacancies in the class are to be filled, ahead of those whose names are on the employment list for the class.

N. The term ***"Union" as*** used in this contract shall mean AFSCME Council 5.

ARTICLE 4

Seniority

A. District seniority shall consist of the total accumulated paid service of the employee in the bargaining unit. Classification seniority shall consist of the total accumulated paid service of the employee in a given classification and all higher classifications as provided for in Article 5.

B. Time spent on paid sick leave, special leave authorized by the School Board and vacation shall count toward seniority. In the case of special leaves of absence over thirty (30) days, except military and maternity, the time spent on leaves shall not be counted.

C. Any layoff because of lack of funds, work, or for other causes for which employees are not at fault, shall be made as provided by Article 9.

D. Employees, as well as the employees' Union, shall be notified in writing of any contemplated layoff prior to bid sheets being released for the following year.

E. Seniority lists shall be maintained and brought up to date as of April 15 of each year, with a copy submitted to the Union.

F. Permanent employees who are employed in a long-term substitute position in a higher classification will accrue seniority in the higher classification only if within a twelve (12) month period they are permanently hired into the higher classification. Permanent employees employed in a long-term substitute position in a higher classification will continue to accrue seniority in their former classification.

G. Permanent employees who are employed in a long-term substitute position in their classification will continue to accrue seniority in that classification.

H. For employees hired simultaneously on or after July 1, 2002, the order of seniority shall be determined by the final ranking documented on the Interview Record. The interviewee with the highest point total will be first on the seniority list followed by the interviewee with the second highest point total and so forth until all interviewees who have been offered and accepted employment have been listed. A list of the interviewees who have accepted employment and their final ranking for seniority purposes will be placed in the employee's personnel file.

I. For employees hired simultaneously on or after July 1, 2005, the order of seniority shall be determined by their birth date. Where it is determined that two (2) or more persons in the class in which the action is to occur have the same seniority date, the break in the tie shall be determined as follows: First, the employee with the earliest school year birth month, second, the employee with the earliest birthday in that month, and; lastly, if still ties, by the flip of a coin For purposes of this Section, July 1 will be considered the beginning of the school year

ARTICLE 5

Vacancies, Transfers, Demotions, Promotions

A. ***Vacancy Defined***. A vacancy is a position expected to exceed sixty-seven (67) working days in a contract year.

B. ***Filling Of Vacancies That Occur During The School Year***. The District must fill all vacancies either by:
   1. Posting and filling the vacancy through transfer, promotion, or demotion pursuant to Sections D and E of this Article; or
   2. Appointing a long-term substitute to fill the vacancy pursuant to Section **F** of this Article.

C. ***Filling Of Vacancies That Occur In The Summer***. Vacancies occurring after the May bid but before the beginning of the regular school year shall be posted and filled through transfer, promotion, or demotion, or from outside the unit as provided for in Sections D and E of this Article.

D. ***Posting Requirements.*** **Vacancies shall be posted within five (5) calendar days after it has been determined that a vacancy exists. The posting will run for a period of seven (7) calendar days. Postings will go up at 4:00 p.m. and will come down at 4:00 p.m. After the last day of the school year, postings from June through the end of the week before school starts will be seven (7) calendar days. Posting will go up at 4:00 p.m. and close at 4:00 p.m. All postings shall be posted on the School District's website. In addition, Human Resources will notify employees on a weekly basis of all new job postings via email. The effective date of positions filled by transfer shall be within five (5) working days after the end of the posting period. The effective date of positions filled by promotion or through demotion shall be within thirty (30) calendar days after the end of the posting period. If these deadlines cannot be met, the Union shall be notified with the specific reasons provided therefore.**

E. ***Filling A Vacancy Through Transfer, Demotion or Promotion.*** Vacancies shall first be offered to transfer applicants, then to demotion applicants and then to promotion applicants. For the purpose of determining an applicant's transfer, demotion, or promotion status, the following ranking of job classifications is established:

   (1) Secondary Manager
   (2) Head Cook
   (3) Elementary/Residential Manager
   (4) Cook
   (5) Nutrition Services Assistant

   1. ***Transfers***. A transfer is the assignment of an employee from a position in one job classification to a position in the same job classification. The transfer of an employee shall be done according to classification seniority as defined in Article 4.

   2. ***Demotions.*** A demotion is the assignment of an employee from a position in one job classification to a position in a lower classification. A demotion may be either voluntary or involuntary.

   a. ***Voluntary Demotion.*** An employee may apply for voluntary demotion if the demoting employee has the experience to meet the minimum qualifications of the lower classification job as specified by the job description and has successfully completed a probationary period in that lower level. The classification seniority for an employee who voluntarily demotes shall consist only of the total accumulated paid service of the employee in the classification to which he/she voluntarily demotes.

   b. ***Involuntary Demotion.*** The appointing authority proposing the demotion of an employee shall make his/her recommendation in writing to the School Board, and shall supply the employee with a copy of such recommendation, and such recommendation shall give the future date on which the proposed demotion is to become effective, the class to which it is proposed to demote the employee, the new rate of pay, and any other information that the School Board may require, including the specific reasons why such demotion is for the good of the School District; provided, that the recommendation shall also advise the employee that he/she may grieve pursuant to Article 26 of this Agreement if he/she does not agree with the appointing authority's recommendation . The classification seniority for an employee, who is involuntarily demoted, except for reasons due to layoff, shall consist only of the total accumulated paid service of the employee in the classification to which he/she is involuntarily demoted.

   3. ***Promotions.*** A promotion is the assignment of an employee from a position in one job classification to a position in a higher job classification. Promotions shall be filled by interview.

   a. ***Qualified Applications***. Applications for promotion shall be accepted from all bargaining unit employees who have the experience necessary to meet the minimum qualifications as specified in the job description. The three (3) qualified candidates with the greatest District seniority as defined in Article 4 shall be selected for

interview. If any of those candidates are not interested in being interviewed, the next senior applicant will be selected to interview.

b. ***Interviews And Selection.*** The District shall have the right to interview three (3) qualified candidates and shall fill the vacancy with one (1) of the three (3) candidates. If the selected candidate declines the position, the District may proceed to fill the position from within or from outside the unit without exercising an option as defined in (c) below. If there are not three (3) candidates from within the bargaining unit, the District may interview additional candidates from outside the unit to ensure a minimum of three (3) qualified candidates. When the District proceeds to consider applicants from outside the unit to fill a position, all current non-unit food service employees who express an interest to the Human Resources Department at the time of the vacancy will be forwarded to the screening process.

c. ***Options.*** An option allows the District to deny a promotion under 3 (b) above. The number of options the District may exercise is limited to not more than ten percent (10%) of all posted positions occurring between September 1 of one year and August 31 of the following year. Options shall not accumulate from one year to the next year. The District may borrow three (3) options on September 1 of each year. When the administration exercises an option under this provision, the employees affected by the denial and the Union shall be so notified.

Should he/she desire to return to his/her former position within the ten (10) days, he/she shall not lose seniority in his/her former position. Should the school administration, within ten (10) days decide the promoted employee is incapable of performing the duties of the new position in a satisfactory manner, the employee shall be reassigned to his/her former position without loss of seniority. Leaves of absence, including sick leave and vacation days, will not be counted toward the ten (10) days. The ten (10) days referred to herein shall be included in an employee's probationary period in his/her newly promoted position of six (6) months.

F. ***Filling A Vacancy With A Long-Term Substitute.*** Long-term substitutes may be hired to fill vacancies under the following circumstances:

1. To replace permanent staff on leaves of absence.
2. A person employed as a long-term substitute shall be a member of the bargaining unit, move through the wage schedule the same as a permanent employee and receive benefits in accordance with Article 25. If a long-term substitute is hired as a permanent employee that person will accrue seniority for all time worked in a long-term substitute assignment within the previous twenty-four (24) month period. No other earned benefits will be credited to the employee. The employee will be placed at the six (6) month step on the wage schedule only if they had been paid the six (6) month wage in a long-term substitute assignment in the same classification as the permanent position awarded.

Non-contract employees who were employed as long-term substitutes will be considered outside applicants when applying for contract positions.

G. ***Certification For Permanent Positions.*** The cost of certification needed for all permanent positions to the extent required by law will be paid for by the District. The employee must be currently classified in the position requiring the certification.

H. ***Recruitment and Retention.*** Employees hired on or after August 21, 2023 shall receive a $250 stipend upon successful completion of their three (3) month probationary period, provided the probation is not extended. In addition, such employee shall receive an additional stipend of $250 upon completion of 18 months of service.

ARTICLE 6

Union Security

A. Upon receipt from the Union of its membership list, the School District shall arrange to deduct from each union member's wages the monthly union dues of such employee and shall remit the same to the appropriate Union representative or its assignee as may be properly designated.

B. The employer shall deduct from the wages of any employee who is a member of the Union a PEOPLE (Public Employees Organized to Promote Legislative Equality deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union.

The employer shall remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 7

No Strike Clause

The AFSCME Council 5 and the employees covered under this Agreement agree that they will not call, engage in, or sanction any strike, stoppage of work or other concerted refusal to perform services during the term of this Agreement.

ARTICLE 8

Layoff

A. ***Layoff.***

1. When it becomes necessary to reduce the number of employees in a given class through lack of funds or for other cause for which the employee is not at fault, temporary and provisional employees shall be the first to be laid off. Any further decrease of the number of employees shall be according to classification seniority accomplished first, by laying off the employee in the affected classification with the least classification seniority, or demoting him/her to a lower class, providing (a) he/she has classification seniority in the lower class and (b) the least senior employee in that class would have been laid off even if no reduction had been made in the higher class. When two (2) or more persons in the class in which the layoff or reduction is to be made have equal classification seniority, the order of layoff or reduction in such tie cases shall be determined by the total years of service with the School District, and if a tie still exists, by the employee with the earliest birthdate in a calendar year.

   Classification seniority for employees who move to a lower classification due to a layoff situation shall include seniority earned in the lower classification and in all higher classifications.

   Any person reduced under the provisions of this Section shall receive and choose to bid on positions in his or her former higher classification as if he/she had been actually so employed.

   An employee about to be laid off pursuant to this Section shall be entitled to bump into an available open position for which the employee is qualified, at the same or lower pay grade.

2. The employee must have the physical fitness and ability to perform the duties of the lower position.

3. Demotions made in accordance with this Section are subject to Article 16.

B. ***Appointing Authority To Notify Employee Of Layoff.*** The appointing authority shall notify in writing the employee or employees to be laid off and shall forthwith transmit to the Human Resources Manager, the names of those so notified, and the Union.

C. ***Name Of Employee Laid Off To Be Replaced On Re-employment List.*** The Human Resources Manager shall enter on the appropriate re-employment or qualifying list the names of those eligible for re-employment and those who desire to be re-employed when vacancies occur.

ARTICLE 9

Suspensions

A. ***Suspension.*** The appointing authority and, in his/her absence, the officer acting in his/her place, may for disciplinary purposes suspend without pay any employee under supervision from the performance of his/her duties for one (1) or more periods aggregating not more than thirty (30) days in a calendar year on account of inefficiency, incompetency, misconduct, negligence, insubordination, disloyalty, or other sufficient cause.

B. ***Employee To Be Notified Of Suspension.*** In case the appointing authority or the officer acting in his/her place suspends any employee, he/she shall forthwith give written notice to the suspended employee stating the reason for the suspension and the duration thereof, and shall forthwith personally deliver such written notice to the employee or mail it to his/her last known address; he/she shall also forthwith send to the Union a copy of such notice sent to the employee. Such notice shall also advise the employee that he/she may grieve pursuant to Article 26 if he/she disagreed with the action of the appointing authority.

ARTICLE 10

Resignations

A. ***Resignations.*** Any employee in the classified service who wishes to resign in good standing shall give the appointing authority written notice of at least two (2) weeks, unless the appointing authority consents to his/her leaving on shorter notice.

B. ***Resignations Without Notice.*** If any employee resigns from the classified service without giving the required notice, the appointing authority shall enter that fact on his/her personnel file, and such failure to give the required notice may be considered sufficient reason for rejecting any future application from him/her for employment in the School District.

C. ***Resignations May Be Withdrawn.*** Any employee who has resigned after giving proper notice may, within ten (10) days after termination of employment, and with the consent of the School Board and appointing authority, withdraw his/her resignation and be restored to the position vacated if it is still vacant or is filled by a temporary employee, and if it is not, he/she may, upon written request to the appointing authority, have his/her name placed on the re-employment list for the class.

D. ***Resignation May Be Presumed In Certain Cases.*** Any employee who is absent from duty for three (3) consecutive business days without securing leave from his/her supervisor or without notifying him/her of the reason for his/her absence and the time when he/she expects to return, or who fails to notify the appointing authority of his/her readiness to resume his/her duties within five (5) work days after the expiration of a leave of absence, shall be considered to have resigned, and such resignation shall be treated as a resignation without notice, unless it can be proven that the employee had sufficient and good cause for not reporting for duty.

ARTICLE 11

Removals

A. ***Removal.*** Except as provided in the next paragraph, any employee holding a position in the classified service who has completed the probation period prescribed in accordance with these rules may be removed only for cause: that in no case may an employee be removed on account of his/her religious or political opinions or affiliations or for refusing to contribute to a political fund or to render political service.

B. ***Causes For Removal.*** The following shall be sufficient cause for removal, though removals may be made for causes other than those enumerated:

1. That the employee is incompetent or inefficient in the performance of his/her duties.
2. That the employee has been wantonly careless or negligent in the performance of his/her duties.
3. That the employee has been brutal in his/her treatment of public charges, fellow employees, or other persons.
4. That the employee has been offensive in his/her conduct toward his/her fellow employees or the public.
5. That the employee has some permanent or chronic physical or mental ailment or defect, which incapacitates him/her for the proper performance of his/her duties.
6. That the employee has failed to obey reasonable direction given him/her by his/her supervisor when such violation or failure to obey amounts to insubordination or serious breach of discipline which may reasonably be expected to result in a lower morale in the organization or to result in loss, inconvenience, or injury to the District or to the public.
7. That the employee has been convicted of a criminal offense.
8. That the employee, through negligence or willful conduct. has caused damage to public property or waste of public supplies.
9. Employee's job performance is impaired due to his/her tardiness or absence from work.
10. That the employee removed public or personal property from his/her place of employment without the owner or supervisor's approval.
11. That the employee knowingly falsified any record or report required or authorized to be kept by the School District; or knowingly made a false statement, or misrepresented or concealed any material fact, or deceived or committed any fraud in any application for employment with the School District.

C. ***Who May File Removal Charges.*** The appointing authority may file written charges, in duplicate, for the removal of any employee in the classified service; provided that the appointing authority shall file charges against any employee in the classified service whose service ratings, as determined by the reports of the rating officers or by investigation are unsatisfactory and provided further, that the appointing authority may suspend without pay the employee against whom charges are filed, pending resolution of the matter through the grievance procedure of this Agreement should the employee file a grievance.

D. ***Charges To State Grounds For Removal.*** Any charges filed against any employee shall state specifically the cause or causes enumerated in this rule or other cause considered sufficient to constitute grounds for removal, and in addition, the specific act or acts of the employee constituting such cause; provided, that in no case shall such vague and indefinite charges as "for the good of the School District" be considered reason for removal.

E. ***Appointing Authority To Mail Notice Of Charges To Employee.*** Upon receiving any charges, the Human Resources Manager shall forthwith mail one (1) copy by registered mail to the last known address of the employee against whom the charges are brought. Such notice shall also advise the employee that he/she may grieve the matter pursuant to Article 26 of this Agreement if he/she does not agree with the action of the appointing authority.

F. ***Removed Employee Not Eligible To Compete For Future Employment.*** Unless otherwise determined by arbitration or the appointing authority, no employee who has been removed from the classified service in the manner enumerated in these rules shall be allowed to compete in any future employment within the School District.

ARTICLE 12

Leaves Of Absence

A. ***Sick Leave.*** Employees assigned to a thirty-eight (38) week or less contract, shall be granted sick leave at the rate of accumulation of 0.074042 hours of sick pay for each hour on District paid status (or lost time paid by the Union) excluding overtime hours, hours worked for special events and summer assignments with a maximum of .592336 hours of sick leave for each day worked, accumulative to a maximum of two hundred fifty (250) times (effective July 1, 2023) the scheduled number of hours worked per day, but may not be used during the first six (6) months of active employment with the School District. Prorated monthly sick leave and accumulation shall be provided employees working less than full time who qualify herein. To obtain approval for use of sick leave, employees must notify their supervisors as soon as possible, but no later than the time they are scheduled to report for duty, except when past practice has established an earlier notifying time. Employees will obtain prior approval for the purpose of medcal dental, optical, examinations or treatments, except where emergency precluded prior notice and approval. All sick leave accumulation and use shall be reported in hours.

Sick Leave - Family Leave. Eligible employees under this Agreement shall be allowed a maximum of twenty (20) days per year for absences due to a serious illness or injury in the immediate family requiring the care or attendance of employee, such allowances are to be charged against the current or accumulated sick leave. Employees may use more than twenty (20) sick leave days per year for absences due to the illness or injury of a child to the extent provided in Minnesota Statutes, Section 181.9413. Such leave shall require the approval of the immediate supervisor of the employee. *"Family"* shall constitute members of the immediate family of an employee, spouse, or registered domestic partner and for purposes of this regulation shall include parent, step-parent, mother-in-law, father-in-law, sibling, spouse, adult child, grandparent and grandchild. This shall also apply to foster relationship of the above listed categories. A ***"registered domestic partner"*** shall mean an individual who has been registered through the city of Duluth as a domestic partner of an employee of the District. The School District may require a supporting written statement from the attending physician for any family medical leave. In addition to the above, employees who work twenty (20) or more hours per week may use more than twenty (20) days of sick leave for absences due to an illness of the employee's dependent child in accordance with Minnesota State Statute §181.9413 (2013).

Death In Family. Full pay for absences not to exceed three (3) days for a death locally and five (5) days if the funeral is held more than one hundred fifty (150) miles from the city of Duluth, shall be granted to eligible persons covered by this Agreement, to attend a funeral in their immediate family. This leave shall be deducted from sick leave.

1. An employee may be absent up to an additional three (3) days on account of death in the immediate family if necessary for travel or in connection with legal or business matters involving the estate or burial of the deceased.
2. Definition of ***"family*** under ***"death in family"*** shall constitute members of the immediate family which for purposes of this Section shall include spouse, father, mother, brother, sister, child, (biological, step, adopted, legal guardian or foster), grandparent, grandchild, in-laws, aunts, uncles, and nieces/nephews. This shall also apply to domestic partners as defined by the City of Duluth Legislative Code, Chapter 290, Section 2901 through 5.

No employee, unless officially assigned to special duty shall be granted sick leave for any injuries or illness resulting from any gainful employment on the job other than his/her regular School Board employment. Any employee removed from the payroll because he/she has used all accumulated vacation and sick leave shall be considered to be on leave not to exceed one year and shall be reinstated in his/her position upon filing with the appointing authority a certificate of physical fitness to perform the duties of his/her position, signed by a doctor who shall be chosen and compensated by the School Board.

B. ***Former Employee May Have Sick Leave Reinstated.*** A former employee in the classified service of the School Board, who is reinstated under Article 11 to a position in the classified service, shall have his/her previously accumulated and unused balance of sick leave reinstated and placed to his/her credit.

C. ***The Appointing Authority Shall Require Certificate Of Sick Leave.*** If an employee is absent from duty because of personal illness for more than three (3) consecutive days, or absent the day before and/or the day after a holiday because of personal illness, it will be necessary for him/her to file a certificate of illness from a reputable physician, osteopath, chiropractor, dental surgeon, or Christian Science practitioner. In lieu of a medical certificate, when such certificate would normally be required, the employee's signed statement explaining the nature of his/her illness may be

accepted when it is unreasonable to require a medical certificate because of shortage of physicians or remoteness of locality. If an employee is believed to be abusing sick leave privileges, he/she shall be advised that because of his/her questionable sick leave record, a medical certificate may be required for each subsequent absence of sick leave, whether or not such absence exceeds three (3) days; failure to furnish such written explanation shall preclude such employee from being allowed such absence as sick leave.

D. ***Special Leave Of Absence.*** Any employee holding a position in the classified service who is mentally or physically incapacitated to perform his/her duties or who desires to engage in a course of study such as will increase his/her usefulness on his/her return to the classified service, or who for any reason considered good by the appointing authority desires to secure leave from his/her regular duties, may, on written request approved by the appointing authority and the School Board, be granted special leave of absence without pay for a period not exceeding one (1) year, which leave may be extended up to one (1) additional year.

E. ***Special Leave To Be In Writing.*** Any employee asking for special leave without pay shall submit, on forms prescribed by the School District, his/her request for special leave stating the reason the request should be granted, the date when he/she desires the leave to begin, and the probable date of his/her return. **A maximum of five (5) days of leave without pay will be granted per school year, unless pre-approved by the Superintendent or designee. No leave without pay will be approved unless prior notice has been given.**

F. ***Special Leave Of Absence (Parental).*** Parental Leave: Up to six (6) months of unpaid parental leave shall be granted to a father or mother in conjunction with the birth or adoption of a child. However, if the employee requests, parental leave shall be granted to the end of the school year.

In order to be eligible for parental leave, the employee must request the parental leave in writing to the Human Resources Manager at least two (2) months in advance of the commencement of the leave and must commence the parental leave no more than six (6) weeks after the birth or adoption of the child, except that in the case where the child must remain in the hospital longer than the mother, the leave may not begin more than six (6) weeks after the child leaves the hospital. Upon expiration of the parental leave and return to work, the employee shall be assigned to the employee's former position unless it has been eliminated.

If during parental leave the District experiences a layoff and the employee would have lost his/her position, pursuant to the layoff provisions of this Agreement, had the employee not been on parental leave, then the employee is not entitled to reinstatement in the employee's former position and, in such circumstances, the employee shall retain all rights under the layoff and re-employment provisions of this Agreement as if the employee had not been on parental leave. Any leave taken under this section shall reduce the length of leave for which the employee is eligible under the Family and Medical Leave Act policy for birth or placement of a child and any unpaid leave taken under the Family and Medical Leave Act policy for birth or placement of a child shall reduce the length of leave for which the employee is eligible under this section.

Employees may request that parental leave be extended beyond six (6) months. Any such extension shall be subject to the mutual agreement of the District.

G. ***Special Leave Of Absence (FMLA).*** Family and Medical Leave Act: Employees shall be eligible for leave in accordance with the District's Family and Medical Leave Act policy, which policy shall be in compliance with the Family and Medical Leave Act.

H. ***School Board To Determine Status Of Employee On Return.*** For each separate case of special leave without pay, the School Board, shall at the time it approves the leave, determine whether the employee granted such leave shall be entitled to his/her former position on his/her return from such leave or whether his/her name shall be placed on the re- employment list for the class. Employees are normally reinstated to their original position where the leave is mandated by state statute.

I. ***Military Leave Of Absence.*** Any employee while holding a permanent position in the classified service of the School Board, who shall become a member of the armed forces of the United States in time of war or other emergency declared by proper authority, or who shall hereafter become a member of said armed forces during said time, shall be granted a leave of absence without pay for the term of said military service and shall, upon receiving a discharge from such military service, be reinstated to said position.

1. ***Reinstatement Of Employee On Military Leave Of Absence.*** Reinstatement of any employee on military leave of absence shall be at the same salary which he/she would have received had he/she not taken such leave and shall be upon the following conditions:
   a. That the position has not been abolished;
   b. That the employee is not physically or mentally disabled from performing the duties of such position;
   c. That the draftee or enlistee makes written application for reinstatement to the appointing authority within ninety (90) days after termination of service and the employee assigned to training duty makes application for reinstatement within forty-five (45) days;

d. That he/she submits to the appointing authority an honorable discharge or other form of release by proper authority indicating that his/her military or naval service was satisfactory.

Upon reinstatement of any employee who has been on military leave of absence, said employee shall have such rights as provided in federal and state laws and regulations.

2. ***Employee On Probation May Receive Military Leave Of Absence.*** Any employee who has been appointed to a permanent position in the classified service of the School Board who, subsequent to September 16, 1940, shall have become a member of the armed forces of the United States in time of war or other emergency declared by proper authority, or who shall hereafter become a member of said armed forces during said time, who has not served the required probationary period for said position at the time of becoming a member of said armed forces shall, with the approval of the appointing authority and the School Board, at the date that he/she becomes a member of the armed forces of the United States, be considered to have completed said probationary period and shall thereafter have full status as though a full probationary period had been served and shall be granted a military leave of absence in accordance with the rules set out herein and shall, upon completion of such military service, if he/she is physically and mentally able to perform the duties of the position, be reinstated to the position which he/she held at the time of becoming a member of said armed forces in accordance with the rules herein before set out.

3. ***Military Leave of Absence With Pay Up To Fifteen (15) Calendar Days Per Year As Required By Minnesota Statutes, Section 192.26 Or Any Act Amendatory Thereof.*** Where possible, all military leave with pay shall be taken while the employee is not working, and no employee under this Agreement shall request of the military unit to which he/she is assigned, or the commander thereof, that he/she be assigned or authorized military duty for which he/she would be entitled to leave with pay from the School District during the time the employee is working.

J. ***Union Leave.*** Upon the written request of the Union, leave shall be granted to employees who are elected or appointed by the Union to serve on a Union negotiating team. Local Union Stewards, Local Union Officers, Union Officers or other employees who may be elected or appointed by the Union or Local Union to perform duties for the exclusive representative shall be granted time off, provided that the granting of such time off does not adversely affect the operations of the employee's department or agency. Upon the written request of the Union, leave shall be granted to employees who are appointed fulltime representatives of the Union. Annually, the Appointing Authority may request the Union to confirm the employee's continuation on Union leave. Leave time for service on a Union Master Negotiating Team/Assembly, supplemental negotiations, Agency meet and confers and attendance at meet and confers established by this Agreement shall be considered as paid leave for purposes of vacation leave and sick leave accrual. Leave time for service on a Union Master Negotiating Team and attendance at meet and confers established by the Agreement shall also be considered as paid leave for purposes of eligibility for holiday pay.

K. ***Jury Duty.***

1. When an employee is selected for jury duty, upon prompt notification to his/her supervisor, he/she shall be released from his/her regular assignment for such duty on those days the employee is directed by the court to report for duty.
2. The employee will receive his/her regular contractual salary while on jury duty; however, his/her jury per diem pay excluding mileage and expense money received by the employee is to be surrendered to the School District.

L. Any other reason for which the granting of a leave of absence is required by law.

M. Any employee on leave of absence may, if he/she so elects remain in the School District's hospitalization group up to a maximum of one (1) year, provided he/she pays all the premiums quarterly in advance to the School District.

ARTICLE 13

Service Ratings

A. ***Service Ratings.*** The Human Resources Manager in cooperation with the School District shall recommend plans for obtaining from appointing authority and for checking, analyzing and verifying service ratings showing estimates of the performance and ability of employees working under their supervision, and the School Board may from time to time by order, give effect to such recommendations.

B. ***Factors On Which Employees Are To Be Rated.*** Any such recommendations shall include the factors on which employees are to be rated. Such factors may include the quantity and quality of the work perform ed, the manner in which the work has been performed, observance by the employee during the period of rating of regulations and procedure, and any other factors the Human Resources Manager may deem significant.

C. ***Two Supervisors To Make Ratings.*** Whenever service ratings are secured based upon the judgments of rating supervisors, the independent judgments of two (2) or more supervisory officers, at least one (1) of whom shall be the immediate superior of the employee whose services are rated, shall, if possible, be secured.

D. ***Human Resources Office To Maintain Records Of Service Ratings.*** From service ratings and from investigations made

from time to time as it may consider necessary, the Board shall establish and maintain records showing the service ratings of employees in the classified service for use in deciding seniority ties for determining the order of layoff, in discovering whether an employee is increasing or decreasing in usefulness, in discovering employees who because of low efficiency ought to be separated from the service, in aiding supervisors to discover and correct the deficiencies of employees, and in such other manner as may be found desirable.

E. ***Employee May Ascertain Service Ratings.*** Any employee may, upon application at the Human Resources Office at any time during the business hours, ascertain his/her own service ratings as recorded and may also, with the consent of the Human Resources Manager, inspect any reports regarding him/her by supervisory officers.

ARTICLE 14

Probation

A. ***Probationary Period.*** Any person appointed to a position in the classified service after certification from an eligible list shall be on probation for a period of three (3) months provided they have received a passing review, unless a different period is specified in the job specifications of such tests; provided, that if any employee has been laid off or demoted without fault on his/her part, and has completed his/her probationary period and is appointed to a position in the same class or another class in which he/she has previously served a probationary period, he/she shall not be required to serve a second probationary period; provided further, that if an employee is laid off or demoted without fault on his/her part during the probationary period, and is appointed to a position in the same class from which he/she is laid off or demoted, the probationary period already served shall be carried over to the new appointment.

B. ***Rejection On Probation.*** The appointing authority may at any time before the expiration of the probationary period fixed according to these rules reject for cause any person appointed to a position as the result of certification; provided, that the appointing authority shall forthwith report to the Human Resources Manager in writing each rejection on probation, stating the date the rejection becomes effective and the reasons for the rejection During the probationary period the District shall have the unqualified right to suspend without pay, terminate or otherwise discipline such employee. Additionally, during the probationary period the employee shall have no recourse to the grievance procedure insofar as suspension, termination or other discipline is concerned. If the appointing authority is not satisfied that a probationer's work or attitude is sufficiently satisfactory to warrant his/her recommending that the employee be granted permanent status, he/she may recommend extension of the employee's probationary period for a specified period of time not to exceed six (6) months; provided, the recommendation shall be submitted to the Board in writing at least fifteen (15) days before the date the employee's probationary status expires. A copy of such recommendation for extension of probationary period shall be furnished to the employee.

C. ***Name Of Rejected Probationer May Be Placed On Re-Employment List.*** Any probationer rejected as provided in the preceding section shall be considered permanently separated from the position he/she has held; provided, that an employee promoted and then rejected during the probationary period shall have the right to assume the position from which he/she was promoted if it is not occupied by a permanent employee, and that in case he/she is not restored to his/her former position, the Human Resources Manager shall place his/her name on the re-employment list for the class from which he/she was promoted and upon the re-employment list of all lower classes in the same series.

D. ***Appointing Authority To Notify Human Resources Manager Of Probationer's Work.*** Within ten (10) workdays preceding the end of the probationary period, the appointing authority shall report to the Human Resources Manager in writing whether in his/her opinion the employee's work has been such as to indicate that he/she is able and willing to perform his/her duties in a satisfactory manner.

ARTICLE 15

Re-Employment Rights

A. ***Re-Employment List.*** The name of any person holding a permanent position in the classified service who has performed his/her duties satisfactorily and has been laid off without fault on his/her part, or of any person on probation who has performed his/her duties satisfactorily and has been laid off without fault on his/her part shall be placed on the re-employment list for the appropriate class; or whenever any person has taken leave of absence and is ready to return to duty when a position in the class is open, or has resigned in good standing and, with the consent of the appointing authority and of the School Board has withdrawn his/her resignation, and who has not been restored to his/her position.

B. ***Arrangement Of Names On Re-employment List.*** The names shall be arranged on the re-employment list for each class in the order of their seniority in that and higher classes in the same series, provided, that after a period of two (2) years any name shall be removed from the re-employment list for the class and the person notified of such action unless

the period is further extended by the School Board; provided further, that the appointing authority may remove from any re-employment list the name of any person who, without giving a satisfactory reason, refuses to accept an appointment offered him/her.

C. Persons who are on the re-employment list shall be re-employed ahead of employees from outside the bargaining unit, provided they satisfy the requirements of A and B of this Article.

ARTICLE 16

Classifications

A. The Union and the Employer agree that there shall be established job classifications as provided in Addendum "A". In the event a new or modified job specification or new title is proposed, the pay rate for said modified position or new title, if any, shall be set by negotiation between the Employer and the Union.

B. ***New Classified Positions.*** The Employer will classify the position, develop a job description, provide a copy of the job description to the Union and notify the Union in writing of the appropriate classification and the rationale for the decision. If, after discussing the matter, the Union does not concur, the Union may exercise the grievance process as outlined in Article 26 of the Collective Bargaining Agreement.

C. Reclassified Positions.
   1. The Employer will initially audit the position, provide the Union with an updated copy of the job description and notify the Union in writing of appropriate classification and the rationale for the decision. If the Union is not satisfied, the Union may exercise the grievance process as outlined in Article 26 of the Collective Bargaining Agreement.
   2. The Union shall have the right to initiate an audit in accordance with Section 1 above.

D. The School District shall furnish the Union with a copy of all job descriptions.

ARTICLE 17

Extra Positions

A. ***Temporary Positions To Become Permanent After (67) Working Days.*** When a temporary employee has been employed for fifty (50) working days, the appointing authority shall determine if the position is to be considered a permanent one. If the position is to be considered permanent, the appointing authority shall so substantiate it as such and proceed to fill the position pursuant to the hiring and promotion procedures. The temporary employee shall be displaced as soon as arrangements can be complete for the regular employee to begin work, provided that the temporary employee shall not be permitted to work beyond sixty-seven (67) working days. The Union shall be notified whenever a temporary employee begins work in an extra position.

ARTICLE 18

Holidays

A. All Food Service employees in the bargaining unit shall receive the following as paid holidays:

Labor Day
Thanksgiving and the day after Thanksgiving
Christmas
New Year's Day
Martin Luther King Jr. Day
Spring Break week (five (5) days paid)
Memorial Day, the last Monday in May

In the event that during the term of this Agreement any of such days shall be days with school in session, the employees shall work such days without holiday pay and an equivalent number of paid holidays shall be designated by mutual agreement of the Union and the School District.

B. Any employee required to work on any of the aforementioned paid holidays, shall be compensated at time and one-half.

C. Food Service employees in the bargaining unit working during summer school session and working the scheduled day before and the next scheduled working day after Juneteenth and/or July 4 shall receive Juneteenth and/or July 4 as a paid holiday, except that when such day falls on Saturday, the preceding day shall be a paid holiday instead, and when such

falls on Sunday, the following day shall be a paid holiday instead.

D. Eligibility. All employees must have worked on his/her last regularly scheduled day of work immediately preceding a holiday and worked his/her regularly scheduled day of work immediately following the holiday. Regularly scheduled days shall include vacation, jury duty, paid bereavement days, paid sick days or be on an authorized paid leave in order to be eligible for holiday pay.

ARTICLE 19

Overtime

Any Food Service employee in the bargaining unit required to work over forty (40) hours per week or on Saturday or Sunday shall be paid at lime and one-half for such hours over forty (40) hours per week and such hours worked on Saturdays or Sundays.

ARTICLE 20

School Closings

Up to five (5) non-accumulative days per year shall be paid, provided lunch is scheduled to be served, when the individual school to which an employee of this bargaining unit is assigned is closed due to snow or emergency. Up to an additional three (3) non-accumulative sick days can be used per year, provided lunch is scheduled to be served when the individual school to which an employee of this bargaining unit is assigned is closed due to snow or emergency. These days will be deducted from employee's accumulated sick leave.

ARTICLE 21

Pay Periods, Direct Deposit And Rates Of Pay

A. Employees shall be paid bi-weekly through the 2021-2022 contract year. The School District may pay such employees in the bargaining unit as it shall designate by depositing in such banks or credit unions as the employee shall designate, the net salary or wages owing to such employees. If the employee does not designate a bank or credit union, the School District will designate a bank or credit union for the employee, which allows the employee to withdraw such salary or wage payments from such bank or credit unions without charge to the employee.

B. Twice-monthly Pay Schedule: Commencing July 1, 2023 or July 1 of any year thereafter, the School District will have the option of converting the pay periods for employees to a twice-monthly schedule in which there will be twenty-four (24) pay periods for payment of equal installments of salary in a fiscal year. Employees will be paid on the 15th of each month and the last day of each month. If the 15th day or last day of the month falls on a weekend or a holiday, the employee will be paid on the first business day prior to the 15th or the last day of the month. The District must provide employees at least two months' written notice prior to converting to a twice-monthly pay schedule.

C. ***Rates Of Pay***.

1. Wage rates and step procedures shall be paid all employees as per Addendum "A".
2. In an attempt to develop an equitable method of allotting hours of work to the various Food Service locations, the Union and School District agree to implement the following:
   a. The hours allowed during the regular school year shall be set for each location by the first Monday of May of each year.
   b. To establish the hours of a site on which Food Service employees can bid, the specific needs of the location will be considered.
3. The method referred to in item 2 above for determining hours of work at each location shall not apply to a location if the hours worked at the location(s) are modified by the Supervisor of Food Service due to any of the following reasons. Prior to modifying the hours worked pursuant to this sub-section, the School District shall afford the Union the opportunity to meet and confer pursuant to Minnesota Statute 179A.03, Subd. 10.
   a. School closings or enrollment changes due to emergency.
   b. Closing of a kitchen(s), change in food preparation technology or change in location due to program alterations.
   c. Other variables, which are undetermined at the time.
4. Any employee taking a higher class of position on a temporary basis shall receive the higher rate of pay of the person whose position he/she is taking if such assignment involves at least one day duration, with the pay differential granted to the employee beginning the first day.
5. This schedule is in compliance with the minimum wage requirements of the Federal Fair Labor Standards Act applicable to non-professional school employees. In no case shall any employee receive less than that required for

non-professional school employees under the provisions of the Federal and State Fair Labor Standards Acts, but this shall not affect the other rates provided herein.

6. Employees of this bargaining unit shall be allowed a free lunch on those days in which lunch is served. Food items chosen for the employee's lunch are not to exceed the adult meal price and must go through the student employee meal account system. The meal must be consumed in the school cafeteria. Additional food items above the cost of an adult meal price may be purchased with the employee's own money.
7. All employees will work only on those days school is in session and lunch is served or as required by the Supervisor of Food Service, unless otherwise provided for in the Agreement.
8. An employee shall not have his/her hours reduced below that established on June 1 of each year except for the reasons provided in item 3 of this Article. An employee whose hours are reduced during the school year below the hours established on June 1, for reasons provided in item 3 can be required to accept an assignment to an open position as directed by the District for the remainder of the school year. The employee shall be guaranteed the same hours and pay rate for the remainder of the school year. If the employee refuses the assignment, they shall be laid off. If no open assignment exists the employee shall be allowed to bump.
   An increase of hours over the hours established on June 1 or decrease in hours to not less than those hours established on June 1 during the school year shall be assigned within the affected building, with seniority and service needs being the determining factors.

D. ***Call Back (Special Events).*** When a special event or call back time is required in a school, the type of work to be done (classification) shall be determined by the Supervisor of Food Service. The Manager/Satellite Manager at the school, if qualified to perform the required tasks in the specified classification, will be asked first. He/she must accept the work at the rate of pay for the classification assigned to the job. If the Manager/Satellite Manager declines the offer, the work shall be assigned to the most senior qualified bargaining unit employee at that school site. If these school site employees decline the opportunity, the supervisor shall then assign the work based on the District wide seniority list and qualifications to all other bargaining unit employees starting at the top of the District wide seniority list and working down. Employees will be paid for the call back time at the regular rate of pay for that classification.

ARTICLE 22

Summer Employment And Practices

Summer workers will be chosen as follows:

A. ***Summer Bid Sheets.*** All employees shall receive a single bid sheet (as soon as needs are known) that contains all summer positions available. Each District site is to employ at least one (1) certified employee to the extent required by law. Upon receipt of the bidding notice, employees shall complete the forms and return them to the contract administrator. All employees shall list in numerical order their preferences for assignment for the summer food program. For those employees who will not accept a certain position, there shall be provided an appropriate blank to the left of the position to initial to verify the employee's intent. The Union shall have access to copies of all bids and shall be notified in writing of any employee who is faced with the option procedure.

B. ***Summer Assignments.*** Summer bid positions will be assigned according to District seniority. Employees submitting bid requests will be arranged in descending order according to District seniority and shall be assigned their highest choice possible based on seniority and the remaining positions at the time of their assignment.

C. ***Summer Employment In Higher Classifications.*** Contract language governing promotions and vacant positions is unambiguous and is still in force. Employees have no seniority rights to positions above their classification level. However, they may be assigned these positions at management's discretion.

D. ***Summer Pay.*** Employees working the summer food program shall be paid the rate as identified in the appropriate classification, considering the years of seniority.

ARTICLE 23

Insurance And Hospitalization Coverage

A. ***Health Insurance.*** The School District will make available to each Food Service employee within the bargaining unit the same group hospitalization coverage for employees and dependents as is or are available to the Teachers' Bargaining Unit.
   In the event an alternative health insurance program is offered to employees of this bargaining unit, the District's financial contributions to such an alternative program shall not exceed that which is already provided herein or differ in terms of eligibility requirements from that already agreed to herein.

B. ***Insurance Eligibility.*** An employee must work four (4) consecutive weeks or twenty (20) consecutive working days (except in the month of September of each year, three (3) consecutive weeks or fifteen (15) consecutive working days) in a position

requiring twenty-four (24) or more hours per week, and notify the Human Resources Department of their desire to obtain benefits, in order to become eligible for benefits under this Article. Employees electing to assume a position requiring less than twenty-four (24) hours per week shall lose benefits under this Article at the conclusion of the month in which the reduction in hours takes place.

C. ***Retiree Benefits.*** Employees meeting the eligibility requirements of Minnesota Statute 471.61, Subd. 2b shall be allowed to continue the group hospital, medical and dental coverage by paying the full regular premiums in advance to the School District. The employee may continue such coverage indefinitely, subject to the conditions and requirements of Minnesota Statute 471.61, Subd. 2b.

1. ***Eligibility.*** Eligible employees shall receive a contribution of unused sick leave benefits as defined below to a Health Care Savings Plan (HCSP). To be eligible to receive the Health Care Savings Plan benefits, an employee must be immediately eligible for a Minnesota pension plan at separation of service.
2. ***Maximum Days.*** The number of unused and accumulated sick leave days up to a maximum of two hundred (200) times the scheduled number of hours worked per day, times the hourly rate in effect at the time of retirement.,
3. ***Discount Calculation.*** The amount of unused sick leave multiplied by the employee's daily rate of pay (DRP) excluding over time, will be discounted by 3.5%. The discounted calculation of the value of the days will be contributed to the HCSP for the employee by the District.
4. ***Participation in the District Health Plan.*** Retired employees will be allowed to participate in the District's group health and dental plans at their own expense pursuant to applicable State and Federal laws. Monthly premiums will be paid one month in advance to the School District.

It shall be the responsibility of the retired members to notify the Duluth School District in writing if they wish to cancel coverage.

A HCSP is an individual tax-free account to be used for reimbursement of post-employment medical expenses incurred by an employee, employee's spouse, legal tax dependents and children up to their 25th birthday. The HCSP is administered by the Minnesota State Retirement System (MSRS) and the utilization of the HCSP is governed by MSRS Plan policy.

D. ***Long-Term Disability Insurance.*** The School District shall provide a long-term disability (LTD) income protection plan. This plan shall be continued in effect for employees with coverage to include provisions for payments of a benefit in the event of disability of two-thirds (2/3) of salary without any maximum salary limitation and shall provide for a ninety (90) day waiting period for commencement of benefits. In all other respects and level of benefits the LTD coverage will remain at the same or improved level as the plan in effect of the date of this Agreement. Each employee may at his/her option elect to have the payments added to his/her taxable salary provided he/she authorizes a payroll deduction to pay the LTD premium. After the initial enrollment period, such election may be made annually during open enrollment to be effective for the next calendar year.

E. ***Life Insurance.*** Group term life insurance in the face amount $50,000 will be provided for each employee off the unit at no cost to the employee. Optional supplemental group life and AD&D benefits in the amount of $100,000 can be purchased in $10,000 increments and dependent life insurance will be made available at the employee's cost. (An employee can apply for the supplemental life insurance at Open Enrollment.)

F. ***Dental Insurance.*** The School District shall provide for each employee, single dental insurance coverage as provided for in the Teachers' Bargaining Unit.

G. ***Insurance Coverage Over The Summer.*** Group Health, Life, Dental, and Long-Term Disability coverage shall be maintained for eligible employees of this bargaining unit during periods when school is not in session.

H. The School District will continue to provide the employees the ability to contribute to a 403(b) Plan.

ARTICLE 24

Grievance Procedure

The purpose of this procedure is to provide a method whereby employees who are members of the appropriate bargaining unit may present their grievances concerning the interpretation or application of the terms of this Agreement. Grievances concerning the interpretation or application of Civil Service Rules shall first be brought to the attention of the Supervisor of Food Service of the School District and then directed to the Civil Service Board for consideration. The School District and Union agree that the proceedings under this grievance procedure shall be kept as informal and confidential as may be appropriate at any level of the procedure.

A. ***Definitions.***

1. A "grievance" is an action instituted under this article by an aggrieved employee or the Union in the belief that

there has been a violation, misapplication or misinterpretation of the terms of this Agreement by the School District, School Board, its employees, agents, or contractors.

2. The aggrieved employee is an employee within the appropriate bargaining unit as defined by the terms of this Agreement who has been directly affected by an alleged violation, misapplication, or misinterpretation of the terms of this Agreement.
3. The term "days" when used in this grievance procedure shall refer to calendar days, except that when the last day for doing any act under this grievance procedure falls on a Saturday, Sunday, or legal holiday, the next calendar day which is not a Saturday, Sunday, or legal holiday shall be the last day for doing that which is required or is to be done under the terms of this procedure.

B. ***Representation Rights***.

1. The School District shall be a party to all grievances at all steps and may be represented by its designated representative.
2. The aggrieved employee reserves the right to be represented by a representative of his/her choice, including a Union representative, at all steps of this grievance procedure, but the employee must be present at all meetings or hearings and accept that the Union shall be his/her designated representative in binding arbitration. The Union shall be notified and a representative of the Union may be present and express his/her views at all steps of this grievance procedure.

Step I - The aggrieved employee shall present his/her grievance within twenty (20) days of the time the employee knew or should have known of the act, event, or default of the School District, School Board, its employees, agents or contractors, which is alleged to be a violation, misapplication, or misinterpretation of the terms of this Agreement. The aggrieved employee shall file his/her grievance in writing with the Supervisor of Food Service of the School District, and which writing shall state the nature and date of the violation to the best of the aggrieved employee's knowledge, the Article or Articles of this Agreement alleged to have been violated, misapplied, or misinterpreted, and the relief or action sought by the aggrieved employee. The Supervisor of Food Service or his/her designee shall immediately set a hearing date within five (5) days of filing and notify the Union and aggrieved employee. A decision in writing by the Supervisor of Food Service or his/her designee shall be rendered within five (5) days of the hearing and communicated to the aggrieved employee, the Union, and the Superintendent of Schools. Appeal from this decision shall be taken by the aggrieved employee within five (5) days of the communication of the decision to him/her.

Step II - In the event the aggrieved employee is not satisfied with the decision at Step I, or at the option of the Superintendent of Schools, the Superintendent of Schools shall set a hearing within five (5) days of the filing of an appeal with him/her by the aggrieved employee, or within five (5) days of communication to him/her (the Superintendent of Schools) of the decision at Step I, and shall so notify the aggrieved employee and the Union. The Superintendent or his/her designee shall then proceed to such hearing and notify the aggrieved employee and the Union of his/her decision in writing within ten (10) days of the hearing.

C. ***Arbitration.*** The Union, through its appropriate officers, may appeal within thirty (30) days of the communication of the written decision at Step II. Such appeal shall be in writing and filed with the Superintendent of Schools. The Superintendent of Schools shall immediately make written request to the Director of the State Mediation Bureau for a list of five (5) arbitrators appointed pursuant to Minnesota Statutes, Section I79A.21, Subd. 2. Upon receipt of such list, and within five (5) days thereafter, the Union and the School District shall alternately strike four (4) names from such list, the first strike to be determined by the flip of a coin, unless School District and Union can agree on the use of one of the arbitrators from the list. The remaining arbitrator shall be immediately notified of such selection and shall proceed to hearing of the grievance and decision within thirty (30) days of his/her selection. His/her written decision shall state the facts and Articles of the Agreement on which his/her decision relies, shall include his/her conclusions and the relief to be given, if any, and shall be final and binding on the Union and School District.

The arbitrator shall first proceed to the question of the arbitrability of the grievance if such issue is raised by the School District, and shall then proceed to hearing of the evidence and testimony on the grievance. The arbitrator shall not have authority to amend, alter or in any way change the terms of this Agreement or to make any decision which required the commission of an act prohibited by law or which is violative of the terms of this Agreement, nor shall he have authority to determine whether any of the provisions of this Agreement are unlawful. The Union and School District may present any evidence or testimony or raise any issues before the arbitrator whether or not presented or raised at any prior step of this procedure. Either the School District or the Union may request that a verbatim report of the hearing before the arbitrator be taken. The School District and Union shall share equally in the expenses and cost of the arbitration, including the taking of a verbatim report, but each of them (the School District and Union) shall pay the cost of their own witnesses, the presentation of their own evidence before the arbitrator, and of any copies of a written transcript of the proceeding it shall request from the arbitrator. The arbitrator shall permit oral arguments if requested by one of the parties and shall determine whether written briefs may be filed and the time therefore.

D. ***Miscellaneous Provisions.***

1. The Union may file a group grievance on behalf of several employees of the bargaining unit at Step I of this procedure if the act, event, or default of the School District, School Board, its employees, agents or contractors is alleged to have violated, misapplied, or misinterpreted this Agreement so as to directly affect at least five (5) employees in the bargaining unit on the same or similar issues under an Article or Articles of this Agreement. The grievance shall be filed in like manner and within the time limits provided under Step I of this procedure. Likewise, the School District or appropriate hearing officer may join for hearing separate grievances by employees involving the same or similar issues under an Article or Articles of this Agreement at any step of the grievance procedure and shall so notify the Union.
2. The time limits specified herein may be waived or extended by mutual agreement of the parties and notice to the Union if not a party, but such waiver or extension shall be in writing and signed by the parties following the time of decision at Step I. Failure of the appropriate hearing officer to render a decision within the time permitted herein shall be considered a denial of the grievance and permit the aggrieved employee or the Union as the procedure may provide to appeal to the next step within the time limits set, but this shall not apply to the decision of the arbitrator.
3. Access shall be given at the expense of the party requesting to all non-confidential information which is exclusively in the possession or available to either of the parties and necessary to the determination and processing of a grievance, but the determination of the confidentiality of the information by the party who has been requested to furnish the same shall be final except at the arbitration level where the decision of the arbitrator shall be final. This shall not apply to information or documents forbidden by law to be disclosed by either party.
4. Failure at any step of this grievance procedure to initiate or appeal a grievance within the time limits provided herein shall constitute waiver of the grievance, but such waiver shall not bind the Union where the Union is not a party and does not have a right of appeal under the terms of this procedure. In the case of an event, act, or default which is of a continuing nature, the employee and Union shall waive their rights to any relief for any period during which the grievance has not been filed within the time limits specified within this grievance procedure.
5. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the aggrieved employee.
6. All hearings through Step II shall be held during non-working hours of the aggrieved employee or employees, if possible; but in the event it is desired by the School District or hearing officer to hold the hearing during work hours of the aggrieved employee or employees, such employee or employees and the Union representative shall be given time off without loss of pay to attend such hearing. The Supervisor of Food Service shall first authorize any hearings at Step I during work hours.
7. Any decision which is mailed shall be presumed to be communicated within three (3) days of mailing, and the filing or service of any appeal shall be considered timely if mailed and bearing a dated postmark of the United States within the time period specified in this procedure.

ARTICLE 25

Renewal

A. This Agreement shall continue and remain in full force and effect until June 30, 2025, and from year to year thereafter unless either party hereto shall give written notice to the other on or before ninety (90) days prior to July 1, 2025, of such party's desire to inaugurate collective bargaining discussions over changes of any one or more Articles of this Agreement. In the event any of the employees in this bargaining unit are performing work for the School District after June 30, 2025, and prior to the beginning of the school year 2024-2025, this Agreement shall apply to such period of employment including the wage and other provisions hereof.

B. It is agreed that notice and substance of changes and the language desired shall be mailed to the concerned parties ninety (90) days prior to renewal date.

C. It is agreed that in carrying out the terms and conditions of this Agreement, neither party will discriminate for or against any person because of race, color, creed, national origin, sex, religion, age, or physical impairment to the extent prohibited by law.

D. With respect to matters not covered by this Agreement which are a proper subject for negotiation, it shall be presumed that such matters were intentionally omitted from the Agreement and are not subject to future negotiation until the termination of the Agreement as provided herein.

ARTICLE 26

In-Service Training

All Managers Head Cooks and Cooks shall be offered a total of eight (8) hours paid in-service training and all other employees in the bargaining unit shall be offered a total of four (4) hours paid in-service training during each fiscal year.

The training shall be scheduled during student conference or teacher in-service days.

ARTICLE 27

Labor Management Committee

A Labor Management Committee shall be established. The Committee will meet at least three times each year.

ARTICLE 28

Access to Premises

Union representatives shall have access to the premises to meet and confer with the employee, but agree herein not to interfere with the employee during their scheduled working hours. Union representatives must sign in at the office of the building, which they are in. No employee shall be required to meet with the union representative.

ARTICLE 29

Savings Clause

This Agreement is subject to the laws of the State of Minnesota and at any time any provision is in conflict and held to be contrary to law by a court of competent jurisdiction from which final judgment of decree no appeal has been taken within the time provided; such provision shall be void and inoperative. All other provisions shall continue in force and effect.

ARTICLE 30

Term of Agreement

This Agreement shall be effective upon acceptance by the employees covered under this Agreement and adoption by the School Board of Independent School District No. 709, St. Louis County, Minnesota and remain in effect until June 30, 2025.

Dated at Duluth, Minnesota this 19th of September, 2023.

IN WITNESS WHEREOF, the parties have, by and through their duly authorized officers, executed this Agreement on the date first above mentioned.

AFSCME Council 5, Local 66

By: _____
Field Representative

By: _____
Field Director

By: _____
Local 66 President

Independent School District No. 709

By: _____
Chairperson, School Board

By: _____
Clerk, School Board

ADDENDUM A-1

2023-2024

Classification	Start	6 Months	1 Year	3 Years	5 Years	10 Years	15 Years	20 Years
Secondary Manager	$18.75	$19.22	$19.70	$20.19	$20.70	$21.21	$21.74	$22.29
Head Cook	$17.58	$18.02	$18.47	$18.93	$19.41	$19.89	$20.39	$20.90
Elementary/Residential Manager	$17.58	$18.02	$18.47	$18.93	$19.41	$19.89	$20.39	$20.90
Cook	$16.43	$16.84	$17.26	$17.69	$18.14	$18.59	$19.05	$19.53
Nutrition Services Assistant	$15.22	$15.60	$15.99	$16.39	$16.80	$17.22	$17.65	$18.09

2024-2025

Classification	Start	6 Months	1 Year	3 Years	5 Years	10 Years	15 Years	20 Years
Secondary Manager	$19.31	$19.80	$20.29	$20.80	$21.32	$21.85	$22.40	$22.96
Head Cook	$18.11	$18.56	$19.02	$19.50	$19.99	$20.49	$21.00	$21.52
Elementary/Residential Manager	$18.11	$18.56	$19.02	$19.50	$19.99	$20.49	$21.00	$21.52
Cook	$16.92	$17.35	$17.78	$18.22	$18.68	$19.15	$19.63	$20.12
Nutrition Services Assistant	$15.68	$16.07	$16.47	$16.88	$17.30	$17.74	$18.18	$18.63

An employee shall be eligible to receive a longevity award as follows:

Years of continuous service with the District	Monthly award
8	$25.00
12	$30.00
20	$35.00

Longevity payment will commence at the beginning of the next biweekly pay period after the employee's anniversary date.

Continuous service is defined as having no break in service over thirty (30) days except by an authorized leave of absence. Employees working less than twelve (12) months a year, but working the full school year, shall be considered to have completed a full year of continuous service toward eligibility for the longevity award.

ADDENDUM A-2

Secondary Manager Schools
Denfeld High School
East High School
Lincoln Park Middle School
Ordean East Middle School

Elementary/Residential Manager Schools
Area Learning Center
Congdon Park Elementary School
Homecroft Elementary School
Lakewood Elementary School
Laura MacArthur Elementary School
Lester Park Elementary School
Lowell Elementary School
Myers-Wilkins Elementary School
Piedmont Elementary School
Rockridge
Stowe Elementary School

MEET AND CONFER

(Not Subject To Arbitration)

The School District and members of the Food Service Bargaining Unit (representatives to be identified by the Union) shall meet and confer pursuant to the provisions of PELRA prior to May of each year for the purpose of establishing hours to be worked by position in the unit for the next or forthcoming school year. The Supervisor of Food Service/designee shall meet with seven (7) employees selected by the unit. The purpose of such employee consultation shall be strictly advisory.