

AGREEMENT

BETWEEN

INDEPENDENT SCHOOL DISTRICT 16

Spring Lake Park, Minnesota

and

**SCHOOL SERVICE EMPLOYEES
LOCAL NO. 284**

Representing

**THE FOOD SERVICE EMPLOYEES
OF THE SCHOOL DISTRICT**

Effective July 1, 2010 through June 30, 2012

TABLE OF CONTENTS

ARTICLE I	1
PURPOSE.....	1
1.01 <u>PARTIES</u>	1
ARTICLE II	1
RECOGNITION OF EXCLUSIVE REPRESENTATIVE.....	1
2.01 <u>RECOGNITION</u>	1
ARTICLE III	1
DEFINITIONS.....	1
3.01 <u>TERMS AND CONDITIONS OF EMPLOYMENT</u>	1
3.02 <u>FULL-TIME FD SERVICE EMPLOYEE</u>	1
3.03 <u>EMPLOYER</u>	1
ARTICLE IV	1
EMPLOYER RIGHTS.....	1
4.01 <u>INHERENT MANAGERIAL RIGHTS</u>	1
4.02 <u>MANAGEMENT RESPONSIBILITIES</u>	1
4.03 <u>EFFECT OF LAWS, RULES AND REGULATIONS</u>	1
ARTICLE V	2
EMPLOYEE RIGHTS.....	2
5.01 <u>RIGHT TO VIEW</u>	2
5.02 <u>RIGHT TO JOIN</u>	2
5.03 <u>DUES CHECKOFF</u>	2
5.04 <u>FAIR SHARE FEE</u>	2
5.05 <u>CREDIT UNION DEDUCTIONS</u>	2
ARTICLE VI	3
WORK ASSIGNMENT	3
6.01 <u>WORK YEAR AND WORKDAYS</u>	3
6.02 <u>STARTING/ENDING TIME</u>	3
ARTICLE VII	3
RATES OF PAY	3
7.01 <u>SALARY SCHEDULE</u>	3
7.02 <u>STEP INCREASE STATUS</u>	3
7.03 <u>STEP ADVANCEMENT</u>	3
7.04 <u>CLASSIFICATION CHANGE</u>	3
7.05 <u>MODIFICATION IN WORK SCHEDULE</u>	3
7.06 <u>OVERTIME</u>	4
7.07 <u>CALL BACK PAY</u>	4
7.08 <u>JURY DUTY PAY</u>	4

ARTICLE VIII	.....	4
GROUP INSURANCE	.....	4
8.01	<u>NEW EMPLOYEES</u>	4
8.02	<u>MEDICAL - HOSPITALIZATION INSURANCE</u>	4
8.03	<u>DENTAL INSURANCE</u>	4
8.04	<u>LIFE INSURANCE</u>	4
8.05	<u>INCOME PROTECTION</u>	4
8.06	<u>CLAIMS AGAINST THE EMPLOYER</u>	5
8.07	<u>DURATION OF INSURANCE CONTRIBUTION</u>	5
8.08	<u>ELIGIBILITY</u>	5
ARTICLE IX	.....	5
LEAVES OF ABSENCE	.....	5
9.01	<u>SICK LEAVE</u>	5
9.02	<u>BEREAVEMENT LEAVE</u>	6
9.03	<u>MEDICAL LEAVE</u>	6
9.04	<u>WORKER'S COMPENSATION</u>	7
9.05	<u>EMERGENCY LEAVE</u>	7
9.06	<u>GENERAL LEAVE OF ABSENCE</u>	8
9.07	<u>CHILD CARE LEAVE</u>	8
9.08	<u>ATTENDANCE BONUS</u>	8
9.09	<u>ELIGIBILITY</u>	9
9.10	<u>PERSONAL DAY</u>	9
ARTICLE X	.....	9
HOLIDAYS	.....	9
10.01	<u>PAID HOLIDAYS</u>	9
10.02	<u>SCHOOL IN SESSION</u>	9
10.03	<u>ELIGIBILITY</u>	9
ARTICLE XI	.....	9
ASSIGNMENT AND TRANSFER	.....	9
11.01	<u>EMPLOYER DISCRETION</u>	9
11.02	<u>POSTING</u>	10
11.03	<u>TEMPORARY VACANCIES</u>	10
11.04	<u>TEMPORARY ASSIGNMENTS</u>	10
11.05	<u>REPLACEMENT</u>	10
11.06	<u>CERTIFIED FOOD MANAGERS CERTIFICATE</u>	10
ARTICLE XII	.....	10
DISCIPLINE / DISCHARGE / PROBATION	.....	10
12.01	<u>PROBATIONARY PERIOD</u>	10
12.02	<u>CHANGE IN CLASSIFICATIONS</u>	10
12.03	<u>COMPLETION OF PROBATIONARY PERIOD:</u>	10
12.04	<u>PROGRESSIVE DISCIPLINE/DISCHARGE</u>	11

ARTICLE XIII	.....	11
GRIEVANCE PROCEDURE	.....	11
13.01	<u>GRIEVANCE DEFINITION</u>	11
13.02	<u>REPRESENTATIVE</u>	11
13.03	<u>DEFINITIONS AND INTERPRETATIONS</u>	11
13.04	<u>TIME LIMITATION AND WAIVER</u>	11
13.05	<u>DESIGNATION OF EMPLOYER REPRESENTATIVE</u>	12
13.06	<u>ADJUSTMENT OF GRIEVANCE</u>	12
13.07	<u>SCHOOL BOARD REVIEW</u>	12
13.08	<u>DENIAL OF GRIEVANCE</u>	12
13.09	<u>ARBITRATION PROCEDURES</u>	12
ARTICLE XIV	.....	14
EARLY RETIREMENT	.....	14
14.01	<u>ELIGIBILITY</u>	14
14.02	<u>NUMBER OF DAYS</u>	14
14.03	<u>DAILY RATE OF PAY</u>	14
14.04	<u>EARLY RETIREMENT PAY RESTRICTIONS</u>	14
14.05	<u>PAYMENT OPTIONS</u>	14
14.06	<u>MAXIMUM NUMBER OF ANNUAL RETIREES</u>	14
14.07	<u>PAYMENT FOR DEATH</u>	15
ARTICLE XV	.....	15
FOOD SERVICE RETIREMENT TRUST	.....	15
15.01	<u>FOOD SERVICE TRUST (403B PLAN)</u>	15
15.02	<u>AMOUNT OF MATCHING CONTRIBUTION</u>	15
15.03	<u>ELIGIBILITY</u>	15
15.04	<u>MAXIMUM DISTRICT CONTRIBUTION</u>	15
ARTICLE XVI	.....	15
MISCELLANEOUS	.....	15
16.01	<u>LAY-OFFS</u>	15
16.02	<u>RESIGNATIONS</u>	16
16.03	<u>EXTRA FUNCTIONS</u>	16
16.04	<u>AUTOMOBILE</u>	16
16.05	<u>UNIFORMS</u>	16
ARTICLE XVII	.....	16
DURATION	.....	16
17.01	<u>TERM AND REOPENING NEGOTIATIONS</u>	16
17.02	<u>EFFECT</u>	16
17.03	<u>FINALITY</u>	16
17.04	<u>SEVERABILITY</u>	16
ATTACHMENT A: SALARY SCHEDULE A & B	.....	18
GRIEVANCE FORM	.....	19

AGREEMENT

ARTICLE I

PURPOSE

- 1.01 PARTIES: THIS AGREEMENT is made and entered into by and between Independent School District No. 16, Anoka County, Minnesota, (hereinafter referred to as the "employer"), and the School Service Employees Local No. 284, AFL-CIO, SEIU, (hereinafter referred to as the "union").

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

- 2.01 RECOGNITION: The employer hereby recognizes the union as the exclusive representative of all food service employees who are designated as such in the PELRA, and are employed by the employer more than fourteen (14) hours per week or thirty-five (35%) percent of the normal work week, and more than 67 work days per year. Supervisory and confidential employees are excluded.

ARTICLE III

DEFINITIONS

- 3.01 TERMS AND CONDITIONS OF EMPLOYMENT: Terms and conditions of employment means 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, insofar as they are not inconsistent with this Agreement.
- 3.02 FULL-TIME FOOD SERVICE EMPLOYEE: A full-time food service employee is one who is employed for a minimum of six (6) hours per day for days that school is in session, plus three (3) cleaning days per year.
- 3.03 EMPLOYER: Any reference to the employer in this Agreement shall mean the School Board or it's designated officials or representative.

ARTICLE IV

EMPLOYER RIGHTS

- 4.01 INHERENT MANAGERIAL RIGHTS: The union recognizes that the employer is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel, and all management rights and management functions not expressly delegated in this Agreement are reserved to the employer.
- 4.02 MANAGEMENT RESPONSIBILITIES: The union recognizes the right and obligation of the employer 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.
- 4.03 EFFECT OF LAWS, RULES, AND REGULATIONS: The union recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the employer and shall be governed by the laws of the state of Minnesota, and by all lawful rules, regulations, directives, and orders issued by properly designated officials of the employer, insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement.

ARTICLE V
EMPLOYEE RIGHTS

- 5.01 RIGHT TO VIEW: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or the employee's representative to the expression or communication of a view, grievance, complaint 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.
- 5.02 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 by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the employer.
- 5.03 DUES CHECKOFF: Employees shall have the right to dues check-off to the union, provided that dues check-off and the proceeds thereof shall not be allowed any organization that has lost its right to dues check-off pursuant to M.S. 179A.01 to 179A.22. Upon receipt of a properly executed authorization card from the employee involved, the employer will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization during the period provided in said authorization. Deductions shall be made each month and transmitted monthly to the union together with a list of names of the employees from whom deductions were made. The union agrees to file a dues deduction assignment form with the employer for each employee prior to such deductions.
- 5.04 FAIR SHARE FEE: Employees who are not members of the union may be required by said union to contribute a fair share fee for services rendered by the union, and the employer, upon notification by the union, shall be obligated to check-off said fee from the earnings of the employee and transmit the same to the union each month. It is understood and agreed by the parties that jurisdiction for any dispute arising under the fair share fee is subject to the proceedings provided in the PELRA and therefore such dispute shall not be subject to the contracted grievance procedure.
- 5.05 CREDIT UNION DEDUCTIONS: For those employees who choose to participate, the employer agrees to deduct from the employee's wages amounts to be deposited into credit unions which the school district recognizes. Each employee is limited to one annual request for such deductions, which must be made in writing and submitted to the payroll department at least thirty (30) days prior to the time such payroll deductions are to be made. An employee may discontinue such payroll deductions any time by giving 30 days notice prior to the date such deductions are to cease. If the payroll department is not notified to cease deductions or change deductions, the deductions shall continue indefinitely per the last annual request submitted by the employee.

**ARTICLE VI
WORK ASSIGNMENT**

- 6.01 WORK YEAR AND WORKDAYS: The work year and work days shall be determined by the employer.
- 6.02 STARTING/ENDING TIME: All employees will be assigned starting and ending times as determined by the employer. Generally the employer shall schedule head cooks and cooks for six (6) hours per day. However, the school district reserves the right to modify the duty day consistent with the operational needs of the school district.

**ARTICLE VII
RATES OF PAY**

- 7.01 SALARY 2010-2011 and 2011-2012: The wages and salaries reflected in Schedule A attached hereto, shall be part of this Agreement for the 2010-11 contract year and wages and salaries reflected in Schedule B, attached hereto, shall be part of this Agreement for the 2011-12 contract year. Employees who are covered by this Agreement shall be compensated for the duration of this Agreement as provided in Schedules A and B. Step advancement shall be governed solely by the provisions of this Agreement, and an employee shall be entitled to advance a step except as otherwise specifically provided in this Agreement. Employees shall advance one step over their 2009-10 placement for the 2010-11 contract year, and an additional step over their 2010-11 placement for the 2011-12 contract year. Compensation for 2010-11 shall be retroactive effective July 1, 2010. In the event a successor Agreement has not been executed at the time of the expiration of this Agreement, an employee shall be compensated at the status quo rate and step until such time that a new Agreement is executed.
- 7.02 STEP INCREASE STATUS: A step increase is not automatic and is effective only upon affirmative action of the employer. The employer reserves the right to withhold a step increase in individual cases as determined by the employer. The employer agrees to give the union thirty (30) days notice of its intention to withhold a step increase prior to July 1.
- 7.03 STEP ADVANCEMENT: A new employee shall be hired at one of the first three steps of the salary schedule as determined by the employer, but no higher than the lowest paid employee in the classification. A new employee shall be eligible for step advancement on July 1 if employed prior to January 1. An employee hired after January 1 shall be eligible for any increase in the starting salary on July 1, but shall not be eligible for step advancement until the following July 1.
- 7.04 CLASSIFICATION CHANGE: If an assignment moves the employee to a different classification, the employee will be compensated at the same step in the new classification that the employee occupied prior to the transfer.
- 7.05 MODIFICATION IN WORK SCHEDULE: Nothing in this Article shall be construed to prevent the school district, in the event of energy shortage, severe weather, or other emergency, from modifying the duty day or duty week as appropriate, but with the understanding that the total number of hours per week shall not be increased, i.e., a four (4) day week with increased hours per day, but with the total weekly hours not more than the regular five (5) day week. Prior to making a fundamental change in the work schedule such as a four (4) day week, the school district shall meet and confer with the

union. Also, the school district shall not adopt a four (4) day week for food service employees generally except if the school district adopts a four (4) day week generally for the school district.

- 7.06 OVERTIME: Time over forty (40) hours per week or eight (8) hours per day shall be paid at the rate of time and one-half (1-1/2) per hour, pursuant to federal law, unless referenced in Section 7.07.
- 7.07 CALL BACK PAY: If an employee is called back to work after the regular day for any reason, a minimum of two hours at the overtime rate will be paid to the employee. The overtime rate will also be paid to all employees who have their regular day extended for any reason other than work directly related to the student lunch program. This shall not include district workshops.
- 7.08 JURY DUTY PAY: Full-time employees shall be granted by the school district, the difference between their regular pay and jury duty pay if required to serve on jury duty.

ARTICLE VIII GROUP INSURANCE

- 8.01 NEW EMPLOYEES: The employee will participate in the benefits outlined in this Article effective with their first day of employment as per eligibility clauses.
- 8.02 MEDICAL-HOSPITALIZATION INSURANCE: Effective July 1, 2010, the employer shall contribute a sum not to exceed \$465.00 per month toward the premium for individual coverage for employees who qualify for and are enrolled in the employer's group health and hospitalization plan. Effective July 1, 2011, the employer shall contribute a sum not to exceed \$480.00 per month toward the premium for individual coverage for employees who qualify for and are enrolled in the employer's group health and hospitalization plan. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.

Effective July 1, 2010, the employer shall contribute a sum not to exceed \$600.00 per month toward the premium for family coverage for employees who qualify for and are enrolled in the employer's group health and hospitalization plan. Effective July 1, 2011, the employer shall contribute a sum not to exceed \$615.00 per month toward the premium for family coverage for employees who qualify for and are enrolled in the employer's group health and hospitalization plan. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.

- 8.03 DENTAL INSURANCE: Effective July 1, 2010, the employer shall contribute a sum not to exceed \$25.00 per month toward the premium for individual or family coverage for each eligible employee who is enrolled in the dental insurance plan. Effective July 1, 2011, the employer shall contribute a sum not to exceed \$30.00 per month toward the premium for individual or family coverage for each eligible employee who is enrolled in the dental insurance plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.
- 8.04 LIFE INSURANCE: Effective the first of the month following execution of this agreement, the employer shall provide each full time employee a \$50,000 term life insurance policy. For those employees choosing not to participate in the employer's medical-hospitalization insurance, the employer shall provide

each employee with an additional \$20,000 term life insurance policy and the premium shall be paid by the employer.

- 8.05 INCOME PROTECTION: The employer shall contribute fifty percent (50%) of the premium for the purchase of the employer's group income protection plan for eligible employees participating in the plan. The additional cost of the premium shall be borne by the employee and paid by payroll deduction. However, if an employee chooses not to participate in the employer's medical-hospitalization insurance program, the employer shall contribute 100% of the premium cost for this protection plan.
- A. This policy will provide for payment to an employee if the employee is totally disabled and under regular care of a licensed physician as a result of accident or sickness.
 - B. Benefits will begin after the number of consecutive days of total disability, as determined by the District Insurance Committee, and the income benefit with total disability shall be equal to 66-2/3% of the basic monthly earnings.
 - C. Pre-existing physical and mental conditions are fully covered.
 - D. The income benefit shall be reduced by the amount of any benefits payable under worker's compensation or similar legislation, such as TRA, PERA, Social Security or any other federal, state or municipal government plan.
 - E. The outline of provisions herein is subject to the master policy and if there is a conflict, the terms of the master policy shall govern. For more detailed information on the master policy, an employee should seek this information through the employer's office.
- 8.06 CLAIMS AGAINST THE EMPLOYER: The parties agree that any description of insurance benefits contained in this Article are 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 employer pursuant to this Article. It is further understood that the employer's only obligation is to purchase an insurance policy and pay such amounts as agreed herein and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.
- 8.07 DURATION OF INSURANCE CONTRIBUTION: An employee is eligible for employer contributions as long as the employee is employed by the school district. Upon termination of employment, all board participation and contribution shall cease effective on the last paid working day. However, any terminated employee may continue coverage in the group plan at the employee's expense for additional months following the cessation of the school district's contribution pursuant to Minnesota Statutes.
- 8.08 ELIGIBILITY: To be eligible for the benefits of this Article, an employee must be employed at least thirty (30) hours/week for the regular school year. Employees employed for lesser period of time shall not be entitled to the benefits of this Article.

**ARTICLE IX
LEAVES OF ABSENCE**

9.01 SICK LEAVE:

- A. Full-time employees under this provision shall earn one (1) day (equal to the length of the employee's regular duty day) of sick leave for each month of cooking services for a maximum of ten (10) days per annum, accumulative to one hundred thirty five (135) days. If the cooking year is extended by (20) duty days or more, sick leave shall be extended proportionately.
- B. Part-time employees who are employed for a minimum of 500 annual hours and 150 days per school year, shall earn one (1) day (equal to the length of the employee's regular day) of sick leave for each month of cooking services for a maximum of nine (9) days per annum, accumulative to sixty (60) days.
- C. In the event that a part-time employee qualifying for sick leave benefits moves to a regular full-time employee, accumulated sick leave will be converted to full-time sick leave days.
- D. Changes in sick leave earnings or accumulation shall not be retroactive.
- E. Employees under this provision who have been absent from work five (5) or more consecutive working days because of illness, must furnish a physician's certificate of return to good health to their supervisor before they will be permitted to return to work.
- F. The employer may require an employee who has been absent because of illness to furnish a medical certificate from a qualified physician as evidence of illness, indicating the absence was due to illness, in order to qualify for sick leave pay.
- G. The school district may require at any time a certified physician's statement on the health status of any employee in the unit at the expense of the school district.
- H. An employee's sick leave accumulation shall be listed on his/her payroll check attachment.
- I. Accumulated sick leave shall be used for personal illness of the employee. An employee may also use sick leave for the illness of a dependent child who is less than 18 years of age, for such reasonable periods as the employee's attendance with the child may be necessary, based on the same terms as the employee is able to use such sick leave benefits (M.S. 181.9413). These days shall be deducted from sick leave.

9.02 BEREAVEMENT LEAVE:

- A. Up to four (4) days of paid sick leave per occurrence shall be granted for death in the immediate family. The immediate family shall be defined to mean spouse, child, parent, son-in-law, or daughter-in-law.
- B. Up to three (3) days of paid sick leave per occurrence shall be granted for the death in the close family. The close family shall be defined to mean sister, brother, parents-in-law, grandparents and grandchildren, and in-laws of the same degree.
- C. Days used pursuant to this section shall be deducted per incidence from sick leave. The particular number of days elected under this section

shall be subject to the Superintendent's discretion, or his/her designee, depending upon the circumstances surrounding the death. Additional days may be granted at the discretion of the Superintendent or designee.

9.03 MEDICAL LEAVE OF ABSENCE:

- A. Employees herein who are unable to perform their duties because of a physical or mental disability, and, further, who have exhausted their sick leave and vacation time, upon their request, will be granted an unpaid leave of absence by the school district for a period not to exceed eight (8) months. At the expiration of this period of leave, the school district will evaluate the circumstances and take action as they see fit.
- B. A request for leave of absence 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 his/her normal responsibilities.
- C. Employees who have been granted a leave of absence, shall retain their seniority, PERA rights, and right to return to a job in the school district during the period of time granted in the leave of absence.
- D. Employees who absent themselves from the job without leave under the provisions herein will be terminated by the employer.
- E. An employee who is/was eligible for insurance benefits under the regular contract herein on leave of absence shall be eligible to participate in the group insurance programs during the period for which the leave of absence is granted providing, however, that the employee must pay the entire amount of any premiums due during the period of the leave. The right to participate in the group insurance programs will terminate upon the termination of the employee.

The District will follow provisions of the Federal Family and Medical Leave Act.

9.04 WORKER'S COMPENSATION:

- A. Upon the request of an employee who is absent from work as a result of a compensable injury under provisions of the Worker's Compensation Act, the employer will pay the difference between compensation received pursuant to the Worker's Compensation Act by employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave and/or vacation pay.
- B. A deduction shall be made from the employee's accumulated sick leave or vacation accrual time according to the pro-rata portions of days of sick leave or vacation time, which is used to supplement Worker's Compensation.
- C. Such payment shall be paid by the employer to the employee only during the period of disability.
- D. In no event shall the additional compensation paid to the employee by virtue of sick leave or vacation pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.
- E. An employee who is absent from work as a result of an injury compensable under the Worker's Compensation Act who elects to receive

sick leave or vacation pay pursuant to this policy, shall submit his/her Worker's Compensation check, endorsed to the employer, prior to receiving payment from the employer for his/her absence.

- F. Any employee who has experienced any loss of work time due to a worker's compensation injury must report to the Personnel Office as soon as possible after the injury.

9.05 EMERGENCY LEAVE:

- A. An employee is eligible for emergency leave at the discretion of the employer, the days used to be deducted from sick leave, for situations that arise requiring the employee's personal attention which cannot be attended to during the normal working hours and which are not covered under other policies.
- B. Request for emergency leave must be made in writing to the employer at least three (3) days in advance, except where it is not practical. The request shall state the reason for the proposed leave. The reason shall remain confidential with employer officials. The employer reserves the right to refuse to grant such leaves if, under the circumstances involved, the employer determines that such leave should not be granted. All leaves subject to approval by the employer.
- C. An emergency leave day shall normally not be granted for the day preceding or the day following holidays or vacations and the first and last days of the school year.

9.06 GENERAL LEAVE OF ABSENCE: Leaves of absence without pay for up to one (1) year may be granted to employees who have at least two (2) years of service with the school district, at the discretion of the school district. The school district's decision shall be final and non-grievable.

9.07 CHILD CARE LEAVE:

- A. The school district shall grant upon request of the employee a child care leave, without pay, to one parent of a pre-school age child, natural or adopted, subject to the provisions of this section. For purposes of this section, the term childcare shall include but not be limited to the period of time when an employee is pregnant.
- B. In the event of pregnancy, an employee may continue her duties until the onset of the disability and thereafter utilize sick leave with pay during the period of disability. Thereafter, the employee may request a child care leave. However, if the employee requests a child care leave prior to the onset of disability, such child care leave shall be in effect from the date of commencement through the period of child birth and recovery.
- C. A pregnant employee shall notify the Personnel Office in writing not later than the end of the sixth month of pregnancy, and also at such time, provide a physician's statement indicating the estimated date of delivery of the child.
- D. An employee may take a childcare leave of up to twelve (12) months. The commencement and return date of child care leave shall be determined by mutual agreement between the employee and the

Superintendent, or his/her representative taking into account the continuity of the instructional program and the desire of the employee.

- E. In approving a child care leave of absence, the school district shall not be required to grant any leave more than twelve (12) months in duration or permit the employee to return to his/her employment prior to the date designated in the approved child care leave.

9.08 ATTENDANCE BONUS:

Employees will receive the following payment at the end of the school year if they have not used any sick time or unpaid time off, during the school year for any reason other than bereavement:

	<u>Full-time</u>	<u>Part-time</u>
0 sick days used:	\$400	\$300
1 sick day used:	\$300	\$200
2 sick days used:	\$200	\$100
3 sick days used:	\$100	0
more than 3 sick days:	0	0

- 9.09 ELIGIBILITY: An eligible employee under this Article must be a full-time employee, employed at least (30) hours per week and 150 days per school year, or a part-time employee employed at least 500 annual hours and 150 days per school year. Employees employed for a lesser period of time shall not be entitled to the benefits of this Article.

9.10 PERSONAL DAY: A Food Service employee shall be eligible for one (1) Personal Day per school year (non-accumulative):

- A. Request for Personal Day must be made to the Food Service Supervisor at least five (5) working days prior to the day of absence if possible.
- B. The final approval will be by the Superintendent or his/her representatives.
- C. Personal Days will not be granted on In-service Days, or the first or last week of school, or the day before or after vacations.
- D. Personal Days will be limited to (1) one Food Service employee in the District on any one day.
- E. Personal Days may not be used for purposes of appearing before court, grievance arbitrator or other proceedings in which he or she is a participant individually or by membership in an organization in any action against the District.
- F. The day shall be deducted from accumulated sick days and counted against the Attendance Bonus pursuant to 9.08

**ARTICLE X
HOLIDAYS**

- 10.01 PAID HOLIDAYS: Regular, full-time employees under these provisions shall receive holiday pay for ten (10) holidays per contract year. Said holidays to be determined by the employer. Part time unit employees shall receive eight (8) paid holidays per contract year, said holidays to be determined by the employer. For purposes of this Article, a regular full time employee shall mean an employee employed at least thirty (30) hours per week and the regular school year. A part time employee shall mean an employee employed

an amount of time to be a member of the bargaining unit, or less than full time.

10.02 SCHOOL IN SESSION: The employer reserves the right, if school is in session, to cancel any of the determined holidays and establish another holiday in lieu thereof with the understanding that each employee under this provision will be guaranteed the paid holidays provided in Section 10.01.

10.03 ELIGIBILITY: In order to be eligible for holiday pay, an employee must have worked the regular work day before and after the holiday unless excused under provisions made with the employer.

**ARTICLE XI
ASSIGNMENT AND TRANSFER**

11.01 EMPLOYER DISCRETION: The assignment, reassignment and transfer of personnel shall be at the discretion of the employer.

- 11.02 POSTING: In the event of vacancies in permanent full time and part time positions within classifications covered herein, the notice of vacancy shall be posted listing building location and time of day. The Food Service employees' Union Steward shall be provided a copy of the notice of vacancy. All employees may apply for the vacancy. The determination of filling such vacancy shall be made by the Superintendent or his/her representative. In making this determination, the Superintendent will consider the qualifications of the candidates, including experience, ability, training and seniority.
- 11.03 TEMPORARY VACANCIES: Temporary vacancies defined as a vacancy of less than 120 workdays duration need not be posted.
- 11.04 TEMPORARY ASSIGNMENTS: All job openings shall be posted for one (1) week. During periods of posting and consideration of applications, temporary assignments may be made. There shall be no bumping (defined: exercising seniority to take less senior employee's assignment) from one position to another.
- 11.05 REPLACEMENT: Employee who replaces a head cook/cook shall receive a higher rate of pay after five (5) consecutive work days, retroactive to first day.
- 11.06 CERTIFIED FOOD MANAGER CERTIFICATE: Part-time employees shall not be considered for promotion to any full time cook position until the employee receives a Certified Food Manager's certificate from the MN Department of Health, and written notification of that certification is provided to the Food Service Supervisor. Employees shall be reimbursed for the cost of obtaining a Certified Food Service Manager certificate.

ARTICLE XII
DISCIPLINE DISCHARGE AND PROBATIONARY PERIOD

- 12.01 PROBATIONARY PERIOD: An employee shall, under the provisions of this Agreement, serve a probationary period of one hundred twenty (120) working days of employment during which time the employer 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 is concerned. However, a probationary employee shall have the right to bring a grievance on any other provision of the contract alleged to have been violated.
- 12.02 PROBATIONARY PERIOD CHANGE IN CLASSIFICATION: In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of sixty (60) calendar days in any such new classification. During this sixty (60) day probationary period, if it is determined by the employer that the employee's performance in the new classification is unsatisfactory, the employer has the right to reassign the employee to his/her former classification.
- 12.03 COMPLETION OF PROBATIONARY PERIOD: The school district or its representative shall have the right to discharge or suspend an employee who has completed their probationary period only for just cause.

- 12.04 PROGRESSIVE DISCIPLINE/DISCHARGE: In disciplining employees, the parties recognize the concept of progressive discipline as follows:
1. Oral Reprimand
 2. Written Reprimand
 3. Suspension Without Pay
 4. Discharge

However, the School District reserves the right to invoke discipline at the level that the School District deems appropriate based upon the seriousness of the conduct relating to the discipline.

ARTICLE XIII GRIEVANCE PROCEDURE

- 13.01 GRIEVANCE DEFINITIONS: A "grievance" shall mean an allegation by an employee resulting in dispute or disagreement between the employee and the employer as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

- 13.02 REPRESENTATIVE: The employee, supervisor, or employer may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf in accordance with state statute.

- 13.03 DEFINITIONS AND INTERPRETATIONS:

A. EXTENSION: Time limits specified in this Agreement may be extended by mutual agreement.

B. DAYS: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays in this contract.

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

D. FILING AND POSTMARK: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

- 13.04 TIME LIMITATION AND WAIVER: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the employer's representative, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought with ten (10) days after the date the event giving rise to the grievance occurred, or the employee had reasonable knowledge thereof. 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 employer's representative.

- 13.05 DESIGNATION OF BOARD REPRESENTATIVE: It shall be the duty of the employer to post notice of the employer representative designated to handle grievances at any particular level. If the employer fails to post such notice, the employee may serve any notices required by the grievance procedure on the Business Manager.
- 13.06 ADJUSTMENT OF GRIEVANCE: The employer and/or representative and the employee shall attempt to adjust all grievances, which may arise in the following manner:
- A. LEVEL I: If the grievance is not resolved through informal discussions, between the employee and his/her supervisor, the supervisor shall give a written decision on the grievance to the parties involved with ten (10) days after receipt of the written grievance.
 - B. LEVEL II: In the event the grievance is not resolved in Level I the decision tendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing with five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her representative shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or his/her representative shall issue a decision in writing to the parties involved.
 - C. LEVEL III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the employer, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the school board, the employer shall set a time to hear the grievance with twenty (20) days after receipt of the appeal. The date and time will be designated. Within twenty (20) days after the meeting, the employer shall issue its decision in writing to the parties involved. At the option of the employer, a committee or representative(s) thereof may be designated by the employer to hear the appeal at this level, and report its findings and recommendations to the employer. The employer shall then render its decision.
- 13.07 SCHOOL BOARD REVIEW: The employer reserves the right to review any decision issued under Level I or Level II of this procedure provided the employer or its representative notify the parties of its intention to review with ten (10) days after the decision has been rendered. In the event the employer reviews a grievance under this section, the employer reserves the right to affirm, reverse or modify such decision.
- 13.08 DENIAL OF GRIEVANCE: Failure by the employer or its representative to issue a decision within the time periods provided herein, including observance of dates and time of meetings shall constitute a denial of the grievance and the employee may appeal it to the next level.
- 13.09 ARBITRATION PROCEDURES: In the event that the employee and the employer are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:
- A. REQUEST: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party and such request must be filed in the office of the Superintendent within ten (10) days following the decision to Level III of the grievance procedure.

- B. PRIOR PROCEDURE REQUIRED: No grievance shall be considered by the arbitrator who has not been first duly processed in accordance with the grievance procedure and appeal provisions.
- C. SELECTION OF ARBITRATOR: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Commissioner of the Bureau of Mediation Services to submit a panel of seven arbitrators to the parties, pursuant to PELRA, providing such request is made within twenty (20) days after request for arbitration. Within ten (10) days after receipt of the panel, the parties shall alternately strike names and the remaining name shall be the arbitrator to hear the grievance. The order of the striking will be determined by lot. The request shall ask that the panel be submitted within ten (10) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Commissioner within the time periods provided herein shall constitute a waiver of grievance.
- D. SUBMISSION OF GRIEVANCE INFORMATION:
1. Upon appointment of the arbitrator, the appealing party shall, within five (5) days after notice of appointment, forward to the arbitrator, with a copy to the employer, the submission of the grievance which shall include the following:
 - A. The issues involved.
 - B. Statement of facts.
 - C. Position of the grievant.
 - D. Written documents relating to Sect. 14.06
 2. The employer may make a similar submission of information relating to the grievance either before or at the time of hearing. If the employer submits information to the arbitrator in advance of the hearing, a copy of such information will be simultaneously submitted to the union.
- E. HEARING: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be on the merits of the original grievance.
- F. DECISION: The decision by the arbitrator shall be rendered within thirty 30 days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject however, to the limitations of arbitration decisions as provided by the PELRA.
- G. EXPENSES: Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees/expenses of the arbitrator, the cost of transcribing or recording of the proceedings if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for

the conduct of the arbitration. However, the party ordering a copy of the transcript shall pay for such copy.

- H. JURISDICTION: The arbitrator shall only have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator and only pursuant to the terms of this procedure, the terms of this contract and the provisions of the PELRA. 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.

ARTICLE XIV EARLY RETIREMENT

This article applies to those employees hired prior to July 1, 2005.

14.01 ELIGIBILITY:

A. Subject to Chapter 298, Laws of 1973, all Food Service employees who have completed at least fifteen (15) years of continuous service with the school district and who are at least fifty five (55) years of age, shall be eligible for early retirement pay, pursuant to the provisions of this Article, upon submission of a written resignation accepted by the school district. Early retirement pay shall not be granted to any cafeteria employee who is discharged for cause by the school district.

B. For the purposes of this article, a Food Service employee must be a full time employee at the time of retirement to be eligible for early retirement benefits and hired to the district prior to July 1, 2005.

14.02 NUMBER OF DAYS: An eligible Food Service employee, upon early retirement, shall receive as early retirement pay an amount representing the employee's unused sick leave days.

14.03 DAILY RATE OF PAY: In applying these provisions, a Food Service employee's daily rate of pay shall be the daily rate at the time of retirement, as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extracurricular activities, extended employment or other extra compensation.

14.04 EARLY RETIREMENT PAY RESTRICTIONS: Food Service employees serving on an acting incumbent basis, sabbatical leave or any other type of leave except legislative leave, jury duty leave, or those leaves resulting from being recalled to active military service shall not accrue any credit toward early retirement pay while on any such leave.

14.05 PAYMENT OPTIONS: 100 % will be paid to a VEBA in the year of retirement. If the total severance amount is less than \$500.00, it will be paid directly to the employee.

14.06 MAXIMUM NUMBER OF ANNUAL RETIREES: The number of Food Service employees to annually be granted early retirement with the one pay option shall be limited to two (2) staff members. If the number of requests exceeds the limitation, priority shall be given on the basis of length of service to the district. All applications for early retirement shall be in the office of the Superintendent no later than April 1st so that proper budgetary and program planning can take place. Notwithstanding the above, the employer shall not

be required to provide early retirement benefits to more than three food service employees during any fiscal year period.

- 14.07 PAYMENT FOR DEATH: In the event an employee dies with payment options payable under 14.05, the employee's spouse or estate shall receive the balance of payments.

ARTICLE XV FOOD SERVICE RETIREMENT TRUST

- 15.01 FOOD SERVICE RETIREMENT TRUST (403B PLAN):

The purpose of the Food Service Retirement Trust is to encourage employees to develop a financial plan for their future by providing funding, which would have otherwise been available at retirement, for investment during the course of employment with the District. This plan will require participation by the employee, coupled with a matching contribution from the District. The objective of the plan is to develop a solution to the concept of early retirement (severance) as outlined in Article XIV. Such plan shall be conducted under the rules of I.R.C. 403 (b).

- 15.02 AMOUNT OF MATCHING CONTRIBUTION:

Commencing July 1, 2006, the District shall match up to \$200 (two hundred dollars) per school year of the employee's contribution to the 403 (b) plan

- 15.03 ELIGIBILITY: Employee's eligibility to participate in the plan will be as follows:

Subd. 1: Employee shall be eligible to receive matching funds upon completion of the probationary period in the Food Service Unit in the District .

Subd. 2: Employees hired prior to July 1, 2005, shall be eligible to participate in the 403 (b) plan and may elect to participate. In the event of such election, such electing employee shall forfeit the Early Retirement benefits as stated in Article XIV.

Subd. 3: Employees hired on or after July 1, 2005, shall be eligible to participate in the 403 (b) plan, and shall not be eligible for the Early Retirement benefits.

Subd. 4: Eligible employees must make application for participation in the 403 (b) annuity matching program by July 1, for that school year. Once an eligible employee elects to participate in the 403 (b) annuity matching program, said election is for that school year and will continue each subsequent year unless modified by the employee.

Subd. 5: Any employee on unpaid leave of absence shall not be eligible to participate in the plan.

- 15.04 MAXIMUM DISTRICT CONTRIBUTION:

The amount the District shall contribute to any employee's 403 (b) plan shall not exceed Three thousand dollars (\$3,000.00) during the time of the employee's employment with the District.

ARTICLE XVI MISCELLANEOUS

- 16.01 LAY-OFFS: In the event a Cook Manager's hours are reduced or the position eliminated, the Cook Manager affected shall have the right to displace the least senior Cook Manager who shall then have the right to displace the least

senior Satellite Cook. The Satellite Cook would then have the right to displace any Cook, and the Cook would have the right to displace the least senior Cook. The Cook would then have the right to displace any part-time unit employee, and the part-time unit employee would then have the right to displace the least senior part-time unit employee. In no event shall an employee displace an employee with greater seniority nor may an employee displace an employee in a higher paid position. The same procedure would apply in the case of a Satellite Cook or Cook. An employee who has been laid off shall retain the right to be hired back before any new employees are hired for a period of one (1) year after the date of lay off in reverse seniority. Seniority is based upon the original date of hire.

- 16.02 RESIGNATIONS: An employee shall give his/her appropriate supervisor a minimum of two (2) weeks written notice of intention to resign.
- 16.03 EXTRA FUNCTIONS: The school district shall pay the cook's salary for extra work functions included in rental agreements.
- 16.04 AUTOMOBILE: The school district mileage policy shall prevail for authorized use of personal vehicles in connection with employer's business.
- 16.05 UNIFORMS: The employer will furnish uniforms, as determined by the Uniform Committee, (make up of appointed representatives from each school). The employees shall maintain and clean their own uniforms. Employees must report for work in a clean uniform at all times and in the interest of safety, must abide by the dress standards as determined by the School District and Food Code.

ARTICLE XVII DURATION

- 17.01 TERMS AND REOPENING NEGOTIATIONS: This Agreement shall remain in full force and effect for a period commencing July 1, 2010, through June 30, 2012, and thereafter until modifications are made pursuant to the PELRA. If either party desires to modify or amend this Agreement commencing on July 1, 2012, it shall give written notice of such intent no later than April 1, 2012.
- 17.02 EFFECT: This Agreement constitutes the full and complete Agreement between the employer and the exclusive representative representing the Food Service employees of the school district. 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.
- 17.03 FINALITY: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement, except by mutual agreement of the parties.
- 17.04 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:

For _____

School Service Employees
Local 284
450 Southview Blvd.
South St. Paul, Minnesota 55075

For _____

Independent School District 16
1415 81st Avenue NE
Minneapolis, MN 55432

Local 284 Representative

Chair

Representative

Clerk

Dated this _____ day

Dated this _____ day

of _____ 2010

of _____ 2010

ATTACHMENT C

**GRIEVANCE FORM
SPRING LAKE PARK PUBLIC SCHOOLS**

NAME: _____ BLDG. _____

Date Grievance Occurred: _____

Statement of Facts: _____

Specific Provisions of Agreement Allegedly Violated: _____

Particular Relief Sought: _____

Signature of Grievant

Date

Copies to: Superintendent
Supervisor
Personnel