

# NON-CERTIFIED AGREEMENT

between

**INDEPENDENT SCHOOL DISTRICT 51**

and

**SCHOOL SERVICE EMPLOYEES UNION  
LOCAL NO. 284**

Child Nutrition Employees  
2021-2023

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**Agreement  
Food Service Employees  
Independent School District 51**

**ARTICLE I PURPOSE**

**Section 1. Parties:**

THIS AGREEMENT is entered into between the Independent School District No. 51, Foley, Minnesota, hereinafter referred to as the School District, and the School Service Employees Union Local #284, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act and amended in 1973, hereafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for cafeteria staff members during the duration of this Agreement.

**ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

**Section 1. Recognition:**

In accordance with the P.E.L.R.A., the School District recognizes School Service Employees Union Local #284 as the exclusive representative for cafeteria staff members employed by the school Board, which exclusive representative, shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

**Section 2. Sole Bargaining Representative:**

Recognizing that the Exclusive Representative is required by the provisions of the P.E.L.R.A. to be the sole bargaining representative of all the employees within the coverage of this Agreement, without regard to membership in the Exclusive Representative, the School District hereby agrees that it will not recognize or negotiate with any other person, association, group, committee, or entity other than the Exclusive Representative with respect to such matter and will deal solely through the agency of and with the Exclusive Representative.

**ARTICLE III DEFINITIONS**

**Section 1. Terms and Conditions of Employment:**

Terms and conditions of employment shall mean the hours of employment, the compensation therefore including fringe benefits and the employer's personnel policies affecting the working conditions of the employees.

**Section 2. Description of Appropriate Unit:**

For purposes of this Agreement, the term "Foley Public Schools Cafeteria Staff" shall mean all persons in the appropriate unit employed by the School Board excluding the following: confidential employees, supervisory employees, essential employees, part time employees whose services do not exceed 35% of the regular work week, employees who hold positions of a temporary or seasonal character for a period of not in excess of 67 working days in any calendar year and emergency employees.

**Section 3. Other terms:**

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

#### Section 4. Definition of Work:

It is understood that the routine work of the personnel covered under this Agreement shall also include all work directly connected with the cafeteria food service preparation, serving and clean up – exclusive of custodial maintenance duties.

### **ARTICLE IV SCHOOL DISTRICT RIGHTS**

#### Section 1. Inherent Managerial Rights:

The exclusive representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include but are not limited to such areas of discretion or policy as the function and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

#### Section 2. Management Responsibilities:

The exclusive representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitation and with its primary obligation to provide educational opportunity for the students of the School District.

#### Section 3. Effect of Laws, Rules and Regulations:

The exclusive representation recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School Board and shall be governed by the laws of the State of Minnesota and by School Board rules, regulations, directives, and orders, issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, directives, regulations and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the School Board, all employees covered by this Agreement, and all provisions of the Agreement are subject to the laws of the State. Any provision of this Agreement found to be in violation of any such laws, rules and regulations, directives or orders shall be null and void and without force and effect.

#### Section 4. Reservation of Management Rights:

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

### **Article V EMPLOYEE RIGHTS**

#### Section 1. Right to Views:

Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

#### Section 2. Right to Join:

Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for the employees of such unit with the School District.

### Section 3. Request for Dues Check-Off:

With the authorization of the employee, each employee shall have the right to request and be allowed dues check off for the Union. The Union shall provide the District with the appropriate form of authorization for dues/premier member dues deduction.

The School District agrees to honor and implement all the terms of dues-checkoff authorizations submitted by the Union and agreed to by the employee. The School District shall adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, procedure for revocation, amount of dues deducted (including premier member), and all other provisions agreed to by the employee as stated in the authorization, irrespective of the employee's membership in the Union. Such dues shall be remitted to the Union monthly.

### Section 4. Union Access to Information:

The district shall make available to the Union a bargaining unit list of employees including name, address, phone number (s), electronic mail Address(es), work hours, work position, classification, wage schedule placement and date of employment.

Subd. 1: It is in the interest of the employer and the union that all newly hired employees are informed of their rights, obligations, and the benefits of their employment with the District and Union benefits. Accordingly, the District shall inform the union representative and steward(s) of all hires immediately upon hire.

Each newly hired bargaining unit employee shall, during the employee's first thirty (30) days of employment, be scheduled for a Union orientation. The Union orientation period shall be thirty (30) minutes. The union steward will be released from work for the time needed to meet with employees provided that he/she give his/her supervisor sufficient advance notice to enable the Employer to plan for operational needs. To the extent possible the Union steward schedule time with as many new employees as possible to mitigate time away from normal duties.

The District will be absent from the room during the new employee orientation. The Union agrees to not disparage the District during this session.

## **ARTICLE VI RATES OF PAY**

### Section 1. Rates of Pay:

Subd. 1: The wages and salaries reflected in SALARY AND BENEFIT SCHEDULE, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2021 through June 30, 2023.

Subd.2: A salary increase is not automatic and is effective only upon affirmative action of the School District. The School District reserves the right to withhold a salary increase in individual cases when it can be shown that a demonstrable deficiency in the performance of an individual employee necessitates such action.

Subd. 3: Employees hired before January 1, shall move to the next step on July 1. Employees hired January 1 or after move to the next step on July 1 of the following year. There shall be no split shifts unless approved by the employee. Split shifts shall be defined as two period of work in one day separated by more than a one hour period.

Subd. 4: Seniority Rights: The District recognizes that the purpose of seniority to provide a declared method for determining the order of layoff and recall of employees. Employees with

the least continuous service shall be laid off first. If any opening subsequently occurs, the laid off employee with the most continuous service shall be recalled first. If a former employee elects not to return to work when recalled, the employees shall forfeit seniority rights.

Subd. 5. Daily Pay: The daily pay shall be based on the number of hours an employee is assigned to work per day during their normal work year

Subd. 6: Basic Work Year: Cooks and Cook Managers will work 187 days including holidays. Dishwashers and servers will work 178 days including holidays.

Subd. 7: Proportionality: Those working other hours or more days will be paid proportionately.

Subd. 8: Salary Installments: Salaries will be on the 15<sup>th</sup> and the last business day of each month.

Subd. 9: Personal Use of Vehicle: No Employee will be required to use his/her own vehicle in the performance of school duties. Those who volunteer, at District request, to use their vehicles shall receive mileage at the District rate.

## **ARTICLE VII GROUP INSURANCE**

### **Section 1. Health and Hospitalization Insurance:**

Subd. 1. Definition: Health and Hospitalization Insurance benefits shall be provided for all employees whose permanent assignment requires that they work 25 hours or more per week and 36 weeks or more per year.

Subd. 2. Single and Family Coverage: The School District shall contribute toward the premium for single or family coverage for employees as indicated on the SALARY AND BENEFITS SCHEDULE.

Subd. 3. Duration of Insurance Coverage: An employee is eligible for District contributions provided in this Article as long as the employee is employed by the School District. Upon termination of employment, all District participation and contribution shall cease effective on the last paid working day.

### **Section 2. Life Insurance:**

The School District shall provide the employee with a \$25,000.00 life insurance policy.

### **Section 3. Liability Insurance:**

The School District shall pay the total cost of liability insurance for employees covered under this Agreement. The coverage shall be equal to that normally provided other school employees.

## **ARTICLE VIII LEAVES OF ABSENCE**

### **Section 1. Sick Leave:**

Subd. 1. All cafeteria employees shall earn sick leave at the rate of 9 days per year of service in the employ of the School District.

Subd. 2. Unused sick days may accumulate to a maximum credit of 115 days of sick leave per employee.

Subd. 3. Sick leave with pay shall be allowed by the School District whenever an employee's absence is found to have been due to illness or injury which prevented attendance at school and performance of duties on that day or days. To encourage fewer employee absences during the school year, employees shall have access to their sick leave during the summer for the purpose of completing elective surgery. Employees utilizing this benefit over the summer must notify the Food Service supervisor at least 10 days prior to the surgery.

Subd. 4. The School District may require an employee to furnish a medical certificate from the District health officer or from a qualified physician as evidence of illness, indicating such absence was due to illness in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School District.

Subd. 5. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 6. Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

## Section 2. Short Term Leave:

Subd. 1. Death or Illness in the Family: A leave of absence without loss of pay not to exceed five (5) days shall be granted for death or serious illness in the family provided that, under very unusual circumstances, the Superintendent may, at his discretion grant a reasonable extension of such leave of absence. Such leave of absence shall be deducted from the employee's accumulated sick leave, except for the death of the employee's spouse, child or spouse's child.

For the purpose of this section, family shall be defined as the spouse and children and, the employee's or spouse's mother, father, grandparents, brother, sister, grandchild, brother-in-law, sister-in-law, aunt or uncle, or other blood relative residing in the same household. 'Children' refers to biological, adoptive, foster, and step-children as well as sons-in-law and daughters-in-law.

The use of sick leave may be extended to include attendance at other funerals at the discretion of the Superintendent.

## Subd. 2. Personal Leave:

All food service employees may be granted two days of personal leave per year. Unused personal leave shall accumulate to a maximum of 4 days. All such leave must have advanced written authorization from the Director of Food Service at least three days in advance, whenever possible. All leaves must have prior approval, but at no time shall more than one (1) employee in the Food Service Unit be granted personal leave on any one day. However, the Superintendent may allow an additional number of employees to utilize personal leave on any one day at his/her sole and exclusive discretion.

Members of the bargaining unit who have 60 or more accumulated sick leave days may, once per year, exchange two sick days for one additional personal day to be used at the discretion of the employee. Two sick days will be deducted from the employee's accrued sick leave.

Subd. 3. Unpaid Leave: All cafeteria employees may be granted up to two (2) days of unpaid leave per year. Such leave is non-cumulative. Requests for such leave must be submitted for approval to the Superintendent or his/her designee no less than one calendar week before the



leave is to begin. No more than one staff member from this unit shall be granted unpaid leave during the same day or days. Personal days need not be used prior to unpaid leave.

### Section 3. Workers' Compensation:

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

### Section 4. Long Term Leave of Absence:

Subd. 1. Leave of absence will be granted to the employee by the District upon recommendation of the Superintendent.

Subd. 2. All such requests are to be submitted in writing and shall state:

- a. The reason for the request.
- b. Details of plans as to how the employee intends to spend the time of leave.
- c. Such benefits as may be expected by the employee and the School District.
- d. The probable date the employee will resume his/her duties.
- e. His/her intention to return to the School District for a minimum of one year.

Subd. 3. Leave of absence may be granted for medical reasons upon the recommendation of a physician. Re-instatement shall be offered only upon prior certification by a physician that the employee is capable of returning to work. Such leave of absence may also be granted at the request of the District.

Subd. 4. The employee on leave of absence must signify in writing before May 1<sup>st</sup> of the year in which his/her leave expires of his/her intent to return to her/his duties at the opening of the next school year. Failure to signify such intent will cancel the leave of absence and the employee shall forfeit any rights or claims to her/his former position.

Subd. 5. All leave shall be without pay. However, the employee shall retain his/her present status including her/his position and such privileges as may have been earned prior to such leave for leaves of one (1) year or less. For employees returning from a leave of over one (1) year, the employee may bump the least senior in the same pay classification with the same number of hours or fewer as the employee had prior to leave of absence. Employees granted such leaves shall have the right to retain all fringe benefits at their own expense.

### Section 5. Union Leave:

Each year up to 2 members may attend up to 2 days of training for SEIU activities. SEIU is responsible for the cost and expenses for the training. The days will be unpaid. The district will cover the cost of the sub if needed.

## **ARTICLE IX HOURS OF SERVICE**

### Section 1. Hours of Service:

To be considered full time employees, the employee shall be employed for a minimum of 35% of the regular work week, exclusive of lunch, and a minimum of 67 days per year. Employees who are required to work more than forty hours per week shall be compensated at the rate of 1 ½ times the regular rate for all hours over forty hours.

Subd. 1. When cafeteria employees are hired through the school to operate and supervise the cafeteria for private groups, the individual is responsible for checking the equipment used

so they are ready for school use again. Employees shall be paid with a minimum guarantee of two hours of pay.

Section 2. Shifts and Starting Time:

All employees will be assigned starting time and shifts as determined by the School District or its proper representatives.

Section 3. Lunch Period:

Employees working twenty-five (25) hours per week or more will be provided an unpaid duty-free lunch period of at least 30 minutes within the scheduled work day.

Section 4. Holidays:

Subd. 1. There will be eight (8) paid holidays per year for all employees covered under this contract to coincide with the school calendar as adopted by the Board of Education (Labor Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Day, Presidents Day, Good Friday, and Memorial Day).

Subd. 2. Employees shall not report for work on days in which school is not in session unless otherwise notified.

Section 5. School Closing and /or E-Learning Day: Once per fiscal year, in the event that school is closed for any emergency or on a e-learning day and the employees are not required to perform services; the employees will receive their normal day's pay. Thereafter in that fiscal year, on any school closings employees will be able to use paid leave or take the day without pay.

Section 6. Job Posting:

New positions or vacancies will be posted in each building for a period of five days on a bulletin board provided in the cafeteria area. Applications of the interested parties should be sent to the District Office. The leading candidates whose background and abilities meet the requirement of the posted position will be called in for an interview by the Superintendent or her/his designee upon written request by either party.

The selection of the candidate for the position will be made in less than thirty working days after the completion of the posting of the position. A copy of the letter to the candidate(s) selected for the position shall be sent to the appropriate supervisor and the appropriate steward. Seniority will be taken into consideration. Any senior applicant not granted a position has the right to request through the union steward the reasoning behind the administration's rejection of her/his application with the intent being to increase or correct any qualifications that are lacking in order to be considered in future job openings.

Section 7. Jury Duty:

Employees shall be granted the additional amount to make up full pay when required to serve on jury duty.

Section 8. Safety:

Subd. 1. All regulations and laws of the State of Minnesota and OSHA governing the safety of employees and building occupants shall be complied with by the employer and employees.

Subd. 2. Cafeteria employees who are assigned to work in a building when they are the only person in the building will not be assigned tasks which are considered hazardous by the employee and his supervisor.

#### Section 9. Substitute Language:

Subd. 1. By August 30<sup>th</sup> of each year, Kitchen Assistants who are certified staff at Level 1, and are available for the 18 hour per week or more positions' shift times may elect to be on the substitute list.

Subd. 2. The district shall order the list by years of seniority as a district employee in the unit.

Subd. 3. Should a substitute for an 18 hour per week or more position be required, the District's designee for procuring substitutes shall go down the list and procure a substitute from the list. If the employee is unavailable, the rotation continues down the list.

Subd. 4. The next time a substitute is needed the rotation starts with the next individual on the list, and goes to the bottom and starts over.

Subd. 5. Nothing in this section shall be construed to require the district to procure a substitute for any individual in the unit who is absent.

Section 10. Summer Work: Employees working 2/3 of the summer food program shall receive the July 4th holiday paid. Employees committing to work Monday through Thursday for the Summer Program shall receive two (2) additional discretionary leave days and the July 4th holiday paid. The holiday and discretionary days used shall be paid at the end of the Summer Program. Discretionary days not used shall not be paid out and cannot be carried over.

### **ARTICLE X GRIEVANCE PROCEDURE**

#### Section 1. Definitions:

Subd. 1. Grievance: 'Grievance' means a dispute or disagreement to the interpretation or application of any term or terms of any contract required under the P.E.L.R.A.

Subd. 2. Days: 'Days' means calendar days excluding Saturday, Sunday, and legal holidays as defined by Minnesota Statute.

Subd. 3. Service: 'Service' means personal service or by certified mail.

Subd. 4. Reduced to Writing: 'Reduced to Writing' means a concise statement outlining the nature of the grievance, the provision(s) of the contract in dispute, and the relief requested.

Subd. 5. Small Group of Employees: 'Small group of employees' means a group of employees consisting of five or less.

Subd. 6. Answer: 'Answer' means a concise response outlining the employer's position on the grievance.

#### Section 2. Procedure:

Subd. 1. Step 1: Whenever any employee or small group of employees have a grievance, s/he or they shall meet on an informal basis with the employee and the employee's immediate supervisor in an attempt to resolve the grievance within 20 days after the grievance occurred or 20 days after the employee(s) through the use of reasonable diligence, should have had the knowledge of the occurrence that gave rise to the grievance. If the grievance is not resolved within 15 days of the first informal meeting, the grievance maybe reduced to writing by the exclusive representative and served upon the public employer's designate (see Step 2).

Service must be made within 15 days of the last informal meeting. The employer shall, within 5 days of receipt of the written grievance, serve his answer upon the exclusive representative. In the event the exclusive representative refuses to process the grievance the employee(s) may proceed with the grievance and if s/he so chooses, may select a designee to represent her/him.

If the grievance involves and affects more than 5 employees, the grievance may be reduced to writing by the exclusive representative (or the employees or their designated representatives in the event the exclusive representative has declined to proceed with the grievance) and must be served upon the employer within 20 days after the grievance occurred or 20 days after the grievant, through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. The employer shall within 5 days serve his/her answer upon the exclusive representative (or in the appropriate case employee(s)).

Subd. 2. Step 2: The employer's representative shall meet with the exclusive representative (or in the appropriate case, employee(s) or their designee) within 7 days after the receipt of the written grievance. The parties shall endeavor to mutually resolve the grievance. If a resolution of the grievance results, the terms of that resolution shall be written on or attached to the grievance and shall be signed by all parties. If no agreement is reached within 15 days of the first Step 2 meeting, the exclusive representative (or in the appropriate case, the employee(s) or their designee), if he elects to proceed with the grievance, must proceed with Step 3 by serving a proper notification on the appropriate Step 3 official(s). The notification shall contain concise statement indicating the intention of the party to proceed with the grievance, an outline of the grievance, the provision(s) on the contract in dispute, and the relief requested.

Subd. 3. Step 3: The employer, its chief administrator, or its special representative shall meet with the designated official of the exclusive representative (or in the appropriate case, employee(s) or their designee) within 10 days after receiving notice of intention to proceed with the grievance pursuant to Step 2. If resolution of the grievance results, the parties shall reduce the resolution to writing and sign the memorandum as provided in Step 2. If the parties are unable to reach agreement within 10 days after the first Step 3 meeting, either party may request arbitration by serving a written notice on the other party of their intention to proceed with arbitration.

If a grievance procedure is provided by a system of Civil Service or other such body, the exclusive representative or employee(s) must elect either to process the grievance through this procedure or the Civil Service's or other such body's procedure, and in no event may a grievant avail himself of both procedures.

Subd. 4. Step 4: The employer and the employee representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the employer and the employee representative are unable to agree on an arbitrator, they may request from the Director of the Bureau of Mediation Service, State of Minnesota, a list of 5 names. The list maintained by the director of the Bureau of Mediation Services shall be made up of qualified arbitrators who have submitted an application to the Bureau. The parties shall alternately strike names from the list of 5 arbitrators until only one remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin. Each party shall be responsible for equally compensating the arbitrator for his full and necessary expenses.

The arbitrator shall not have the power to add, to subtract from, or to modify in any way the terms of the existing contract.

The decision of the arbitrator shall be final and binding on all parties to the dispute unless the decision violates any provisions of the laws of Minnesota or rules and regulations promulgated there under, or the municipal charters or ordinances or resolutions enacted pursuant thereto, or which causes a penalty to be incurred there under. The decision shall be issued to the parties by the arbitrator, and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

Processing of all grievances shall be during the normal workday whenever possible, and employees shall not lose wages due to their necessary participation. For purposes of this paragraph, employees entitled to wages during their necessary participation in the grievance proceedings are as follows:

- a. The number of employees equal to the number of persons participating in the grievance proceeding on behalf of the public employer; or
- b. If the number of persons participating on behalf of the public employer is less than three, three employees may still participate in the proceedings without loss of wages.

The parties, by mutual written agreement, may waive any step and extend any time limits in a grievance procedure. However, failure to adhere to the time limits may result in forfeit of the grievance, or, in the case of the employer, require mandatory alleviation of the grievance as outlined in the last statement by the exclusive representative or employee.

The provisions of this grievance procedure shall be severable and if any provision or paragraph thereof or application of any such provision or paragraph under any circumstance is held invalid, it shall not affect any other paragraph or provision of this grievance procedure on the application of any provision or paragraph thereof under different circumstances.

## **ARTICLE XI PROBATION, DISCHARGE, PROMOTION**

### **Section 1. Probationary Period:**

An employee under the provisions of this Agreement shall serve a probationary period of six (6) months of continuous service, excluding the normal summer break, in the School District during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the agreement alleged to have been violated.

### **Section 2. Probationary Period; Change of Position:**

In addition to the initial probationary period, an employee transferred or promoted to a different position shall serve a new probationary period of three (3) calendar months in any such new position. During this three (3) month probationary period, if it is determined by the School District that the employee's performance in the new position is unsatisfactory, the School District shall have the right to reassign the employee to the former position. The employee shall also have the right to return to their prior position. Employees who have not met the qualifications to fit the job description within the probationary period may have the probationary period extended through mutual consent of the union and the School District.

### **Section 3. Completion of Probationary Period:**

An employee who has completed the probationary period may be suspended without pay or discharged only for just cause. An employee who has completed the probationary period and is suspended without pay or discharged shall have access to the grievance procedure.

#### Section 4. Disciplinary Action:

After an employee has completed the probationary period, the employee may be disciplined or discharged only for just cause.

Disciplinary action may include the following:

- 1) Oral reprimand
- 2) Written reprimand
- 3) Suspension with or without pay
- 4) Demotion
- 5) Transfer and/or reassignment of job duties
- 6) Dismissal

Consistent with the principles of just cause, the severity of discipline chosen by the School District shall be commensurate to the seriousness of the employee's misconduct or failure to act.

#### Section 5. Applications for Posting:

Applications for posting will be submitted to the District Office. Qualifications for various positions will be the chief determining factor. However, seniority will be taken into consideration.

### **ARTICLE XII LAYOFF AND RECALL**

#### Section 1. Seniority:

The purpose of seniority is to provide a declared policy as to the layoff and recall of employees. Employees with the least seniority will be laid off first. If a senior employee's position is eliminated or is reduced, the employee may displace the least senior employee in their classification, if qualified, or a lower classification, if qualified. Seniority shall be determined by total years of employment in the unit. Classification, for the purposes of layoff and recall, shall include months and hours of service. Two (2) weeks' notice shall be given to an employee if the employee is to be laid off.

#### Section 2. Layoff:

The displaced employee may displace the least senior employee in the same classification, if qualified, or the least senior employee in the next lower classification, if qualified. This procedure shall continue until the least senior employee is laid off. A displaced employee shall be placed on the pay step nearest their present rate in the lower classification. In no case shall a displaced employee displace another employee with more seniority.

#### Section 3. Recall:

For the purposes of recall, an opening occurring within two (2) years shall be offered to the employee with the most seniority, provided the employee possesses the relevant qualifications. The position must be at or lower than the employee's previous classification. Employees will be considered to be on recall status until such time as the employee is "made whole" (returned to previous classification) or after being on recall status for two (2) years, whichever comes first.

#### **Layoff Classification Chart**

Cook Manager
Cook
Kitchen Assistant

## **ARTICLE XIII SEVERANCE PAY**

### **Section 1. Eligibility:**

Full time cafeteria employees who have completed at least fifteen years of continuous service with the school district and who are at least 55 years of age shall be eligible for severance pay and insurance pursuant to the provision of this article, upon submission of a written resignation accepted by the School Board.

### **Section 2. Computation:**

Food service employees shall be eligible to receive as severance pay upon retirement the amount obtained by multiplying 55% of the employee's unused number of sick leave days times the employee's daily rate of pay.

### **Section 3. Payment:**

Severance pay shall be paid by the school district within 30 days after the effective day of retirement, but shall not be granted to any cook who is discharged by the school district. In the event of the cook's death prior to receiving full payment of severance pay, the cook's legal beneficiary shall receive the remainder due the deceased.

### **Section 4. Continuation of Coverage:**

Cooks who apply for retirement shall be eligible to remain in the existing group health and hospitalization insurance program and shall remain eligible for board contribution toward single coverage, such eligibility to continue until the end of the school year in which the cook's 65<sup>th</sup> birthday occurs.

## **ARTICLE XIV 403(b) MATCHING ANNUITY PROGRAM**

### **Section 1. 403(b) Annuity Matching Program:**

All employees employed after July 1, 1999 and who are contracted twenty-five (25) hours or more per week for 36 weeks or more per year no longer qualify and shall not be eligible for severance pay under Article XIII of the Master Agreement. Such employees shall only be eligible to participate in the 403(b) annuity matching program. The District shall make matching contributions to such program, the maximum amount as set forth in Section 3 below.

### **Section 2. Any Employee Eligible for Severance Pay:**

Any employee eligible for severance pay pursuant to Article XIII of this master agreement will continue to be eligible to receive severance pay as set forth therein. Such employee may also participate in the District's 403(b) annuity matching program. The District matching contribution to such program shall be in the amount as set forth in Section 3 below, but will not exceed a lifetime contribution cap of \$17,000 per employee.

Upon the retirement of an employee eligible for severance pay, the total amount of the District's matching contributions to the 403(b) annuity account shall be deducted from any severance pay obligation under Article XIII of the master agreement. However, if the district has met the \$17,000 lifetime contribution limit the employee shall not be entitled to receive any severance pay pursuant to Article XIII.

Those employed prior to July 1, 1999 have two options:

- a. continue with the current severance and not participate in 403B
- b. participate in 403B and 102% of annual contribution, compounded annually, to the 403B will be subtracted from the final severance pay out upon the employees retirement. For example:

$$\$225 \times 1.02 = \$229.50$$

$$\$229.50 + \$225 = \$454.50 \times 1.02 = \$463.59$$

$\$463.59 + \$225 = \$688.59 \times 1.02 = \$702.36$  and so forth until the individual retires under the provisions of Article XIII.

Section 3. Employee Match:

Eligible and participating employee must elect to participate in the 403(b) annuity matching program pursuant to the annuity plan requirements at the beginning of the plan year. The District matching contribution to employees participating in the 403(b) annuity matching program shall be as follows:

Current Year of Service to the District	
0-1	No match
2-4	\$300
5-7	\$400
8-10	\$450
11-13	\$550
14+	\$600

The District's matching contribution will be dollar-for-dollar as required under Minnesota Statutes Section 356.24 up to the annual maximum match set forth above, subject to the maximum career District contribution as set out above. The annual limit on the amount individual employees may contribute to his/her 403(b) annuity account shall be governed by the applicable sections of the Internal Revenue Code and the regulations promulgated there under. Employees working 20 hours or more per week shall have the choice of contributing 50% or 100% of the match. The district will then contribute the 50% or 100% of the match as chosen by the employee. Employees working at least 15 hours and under 20 hours per week are entitled to a 50% match.

Section 4. Approved Plans:

The District will make matching contributions only to annuity plans offered by vendors who participate in the District's payroll deduction program and have a hold harmless agreement with the District. New vendors need a minimum of five employees and a hold harmless agreement.

Section 5. Election:

Eligible and participating employees must make application for participation in the 403(b) annuity matching program by January 1, 2006, and September 1 of each school year thereafter. Once an eligible employee elects to participate in the 403(b) annuity matching program, said election is irrevocable for that school year and will continue each subsequent year unless modified by the employee who must notify the District and annuity carrier.

Section 6. Death of an Employee Participant:

If an employee participant dies before retirement, the employee's 403(b) annuity account shall be given to his/her designated beneficiary, if any, otherwise to his/her estate.

Section 7. Applicable Laws:

The 403(b) annuity matching program of Independent School District No. 51 and/or the District is subject to the Laws of the State of Minnesota, Minnesota Statutes Section 356.24 and the Internal Revenue Code. 26 U.S. C. § 403(b).

## **ARTICLE XV DURATION**

Section 1. Term and Reopening Negotiations:

This Agreement shall remain in full force and effect for a period commencing on July 1, 2021, to June 30, 2023, and thereafter until modifications are made pursuant to the P.E.L.R.A. of 1971. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than 90 days prior to said expiration. Unless otherwise mutually agreed,



the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2. Effect:

This Agreement constitutes the full and complete Agreement between the school board and the exclusive representative representing the employees. The provisions herein relating to terms and conditions of employment supersedes any and all prior Agreements, resolutions, practices, school district policies, rules of regulations, concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality:

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

Section 4. Severability:

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

Salary and Benefit Schedule A Section 1

Section 1. Basic Food Service Worker Wages:

	Kitchen Assistants	Cooks	Cook Managers
<b>Step</b>	<b>2021-2022</b>	<b>2021-2022</b>	<b>2021-2022</b>
1	\$16.54	\$18.13	\$19.75
2	\$17.05	\$18.69	\$20.36
3	\$17.58	\$19.27	\$20.99
<b>Step</b>	<b>2022-2023</b>	<b>2022-2023</b>	<b>2022-2023</b>
1	\$16.54	\$18.13	\$19.75
2	\$17.05	\$18.69	\$20.36
3	\$17.58	\$19.27	\$20.99

10 Years of continuous service in the School District = \$0.50 additional per hour  
15 Years of continuous service in the School District = \$0.60 additional per hour  
20 Years of continuous service in the School District = \$0.70 additional per hour

Section 2. Incentive Payment:

Any employee who has not used more than two days of sick leave, excluding holidays, deaths in the immediate family, and school closings, for the fiscal year shall be provided cash compensation of \$125.00.

\$250.00 will be paid to any employee who misses "0" days of work, excluding holidays, deaths in the immediate family, and school closings. Cash compensation shall be payable June 30<sup>th</sup> of the school year in which it is earned.

Section 3. Banquet & Extra Work:

Work performed for ISD 51 on Saturday or Sunday will be considered "extra work" and will be paid at 1.5 times the regular hourly wage.

Section. 4. Uniforms/Professional Allowance:

The school district will reimburse each Food Service Worker up to \$275.00 for the cost of uniform. Within the \$275, employees may pay for professional dues upon the approval of the Superintendent or his/her designee.

Section. 5. Annual District Health Insurance Contributions:

2021-2022

\$7,392

2022-2023

\$7,836

Any contribution amount in excess of the premium cost will be deposited into an HSA and/ or VEBA account, as appropriate, for the benefit of the employee. (NOTE: If Employee chooses HSA account, the plan must meet Federal guidelines.)

Section 6: Certification:

Subd.1 The District will pay the SNA and MN Dept. of Health class fee for a cafeteria staff member who participates in Level I or Level II Certification training, as approved by the Food Service Director. In addition, the cafeteria staff member will receive a stipend of \$10.00 per credit hour for attending training for Level I or Level II Certification.

Subd. 2 The District will pay the \$7.00 per credit fee for a Cook Manager who participates in Level III Certificate training. In addition, the Cook Manager will receive a stipend of \$10.00 per credit hour for attending training for Level III Certification.

Section 7: MSFSA Annual Summer Meeting:

The District will contribute a total of no more than \$2,500.00 to reimburse/partially reimburse the cost of registration and expenses of all Cafeteria staff members who choose to attend the MSFSA Annual Summer Meeting. This funding will be divided equally among all cafeteria staff members who attend and provide the District with receipts for the cost of registration and expenses following District guidelines.

Section 8: Substitute Pay

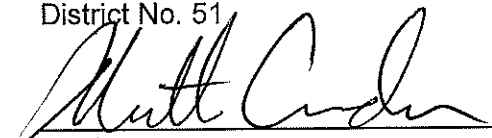
A cafeteria staff member who agrees to work additional time as a substitute for another cafeteria staff member will receive her/his regular hourly pay for the time s/he works as a substitute.

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

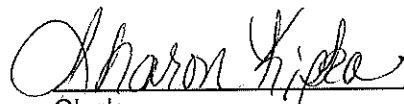
For School Service Employees  
Local #284

  
Union Representative

For Independent School  
District No. 51

  
Chairperson

  
Chief Employee Negotiator

  
Clerk

\_\_\_\_\_  
Chief Employee Negotiator

\_\_\_\_\_  
Chief School Board Negotiator

Dated this 25<sup>th</sup> day of April, 2022

Dated this 16 day of May, 2022

**LETTER OF UNDERSTANDING**  
**EMPLOYEES WORKING IN MULTIPLE UNITS**

It is hereby understood by and between the SEIU Food Service Employees, Custodians/Mechanics, Laundry, and Secretarial/Clerical, Non-Certified Educational Assistants AFT Local 6037, van drivers and bus drivers and Independent School District No. 51, Foley, Minnesota, as follows:

During the term of this Master Agreement, representatives of SEIU will meet jointly with representative(s) of the School Board, the Superintendent, and Director of Finance and Operations, to study the problems caused by the District's employment of the same individual(s) in multiple units and the applicable sections and benefits specified in each unit's contract.

The outcomes of these meetings may be one of the following:

1. The parties may mutually agree to a solution that can be put into effect upon each party's approval of an LOU incorporating that solution.
2. The parties may mutually agree to a solution which can be put in the subsequent master agreement with the agreement of each of the parties.
3. The parties may refer the problem to the negotiators of the subsequent master agreement and share the information they have learned about the problem.

Meeting time for the Food Service/Laundry SEIU Local 284 Study Committee members will be uncompensated outside the work day time.

IN WITNESS WHEREOF, the parties have executed this Letter of Understanding as follows:

For: Food Service Local 284

Carol Hanson  
For the Union

4-25-22  
Date

For: Independent School District No. 51

Mark Cook  
For the District

5-16-22  
Date

## LETTER OF UNDERSTANDING

### Discretionary Leave 2021-2023 Agreement between the Food Service Employees and District 51

Beginning July 1, 2021, employees shall be credited with nine (9) paid discretionary leave days annually. Employees that have completed seven (7) years of service, beginning year eight (8) shall receive additional paid discretionary leave day(s) according to the following schedule:

Beginning year 8 the employee shall receive 10 days annually  
Beginning year 10 the employee shall receive 11 days annually  
Beginning year 15 the employee shall receive 12 days annually

Days Credited shall be based on the number of hours the employee normally works. Any days of discretionary leave used, but not earned, shall be deducted from the final paycheck due to the employee at termination of service.

1. Usage and Limitations: Discretionary leave may be used at the discretion of the employee to cover any personal absence including those not described in Section 4, Bereavement Leave. Discretionary leave may be used with a one hour minimum requirement for the first hour used and after 1 hour, leave will be tracked in 15 minute increments.

Discretionary days must be exhausted prior to using accumulative sick leave and/or in accordance with language in this section.

There will be a five (5) consecutive day limit for discretionary leave use.

Employees may make a request to use more than five (5) discretionary days consecutively, but shall not do so more than one (1) time in any consecutive five (5) year period. Requests in excess of five (5) consecutive leave days shall be made to and approved by the Superintendent. Each request shall stand on its own merit and shall not establish past practice.

2. Accumulative Sick Leave Bank Defined: Once discretionary days are scheduled and/or used, an employee may access his/her accumulative leave days in non-discretionary situations per the Collective Bargaining Agreement for personal illness, illness of a family member, and for up to two (2) additional days for bereavement.

3. Accumulation: Discretionary days not used will be placed in the employee's accumulative sick leave bank.

4. Deduction: Leave used beyond the exhausted discretionary leave shall be deducted from the accumulative sick leave bank earned by the employee and must be used as defined in Article VIII, Section 1.

5. Notification: Leave shall be granted only upon successful submission and approval.

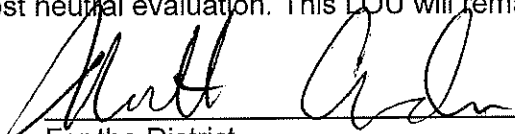
The employee shall submit leave requests a minimum of two (2) days in advance of the absence. In emergency situations, including additional days for bereavement, a building principal may approve a request with fewer than a two (2) day notice. In all cases, employees are encouraged and expected to inform their building principal of planned leave as far in advance as possible, but not before August 1 of the school year for which leave is to be taken. Discretionary leave brought on by personal illness or illness of an immediate family member

does not require a two (2) day notice. The two (2) day notice shall be counted as follows; day 1 requires the submission to be made by the end of the normal school day, should the request for discretionary leave come in after the end of the normal school day the day following will be counted as day 1; day 2 is the day following, with the next day as the day eligible for discretionary leave meeting the 2-day notice.


6. The above allotment of discretionary leave days awarded in 2021-2023 replaces the allotment of sick leave days, personal leave days and unpaid leave days awarded for 2021-2023. However, any accumulated sick leave days and personal leave days carried over shall be available for use per the Collective Bargaining Agreement.

The Union and District shall meet mid-year in 2022 and 2023 to review current year usage and again at the end of the 2023 school year to review usage data.

The inclusion of Discretionary Leave in the 2023-2025 Collective Bargaining Agreement will be evaluated at the end of the 2022-2023 school year. Inclusion of this language will be based upon a cost neutral evaluation. This LOU will remain in place until a successor agreement is reached.

  
For the District

8-14-22  
Date

  
For the Union

4-25-22  
Date

# Letter of Understanding Secondary Cook Manager 2021-2023

It is hereby understood by and between the SEIU Food Service Employees and Independent School District No. 51, Foley, Minnesota, as follows:

The Employee assigned as the Secondary Cook Manager for the years of the 2021-2023 contract, would receive a stipend amount of \$1.00 more per hour worked during their contract.

This LOU will remain in place until a successor agreement is reached.

For: Food Service Local 284

Carol Hanson  
For the Union

4-25-22  
Date

For: Independent School District No. 51

Matt Baker  
For the District

5-16-22  
Date