

**Master Agreement
between
School Board of Independent School District 282
and
School Service Employees, Local 284
Food Services
for the
2010-12 School Year**

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**Article I
Purpose of Contract**

Section 1. Parties This Contract, entered into between the School Board of Independent School District 282, St. Anthony, Minnesota, hereinafter referred to as the School Board, and the School Service Employees, Local 284, hereinafter referred to as the Union, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended hereinafter referred to as the PELRA, to provide the terms and conditions of employment for Food Service employees during the duration of this Contract.

**Article II
Recognition of Exclusive Representative**

Section 1. Recognition In accordance with the PELRA, the School Board recognizes the School Service Employees Union, Local 284 as the exclusive representative of Food Service employees employed by the School District. The Union shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Contract.

Section 2. Appropriate Unit The Union shall represent all such employees of the School Board contained in the appropriate unit as defined in Article III, Section 2 of this Contract and as certified by the Director of the Bureau of Mediation Services (Case No. 76-PR-863-A).

**Article III
Definitions**

Section 1. Terms and Conditions of Employment Shall mean the hours of employment, the compensation therefore including fringe benefits and personnel policies affecting the working conditions of the employees that are established by this Contract.

Section 2. Description of Appropriate Unit For the purpose of this Contract, the term employee shall mean all food service personnel employed by Independent School District 282, excluding supervisory employees, confidential employees, part-time employees whose employment does not exceed the lesser of 14 hours per week or 35 percent of the normal work week, or temporary employees employed for less than 67 work days per calendar year.

Section 3. School Board Shall mean the School Board of Independent School District 282 or its designated representative.

Section 4. Other Terms Terms not defined in this Contract shall have those meanings as defined by the PELRA.

**Article IV
School Board Rights**

Section 1. Inherent Managerial Rights The Union recognizes that the School Board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the function and programs of the School Board, its overall budget, the utilization of technology, the organizational structure, and the selection, direction, and number of personnel.

Section 2. Management Responsibilities The Union recognizes the rights and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with the primary obligation to provide educational opportunity for the students of the School District.

Section 3. Effect of Laws, Rules and Regulations The Union recognizes that all employees covered by this Contract 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 Board. The Union also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Contract. The School Board, all employees covered by this Contract, and all provisions of this Contract are subject to the laws of the State. Any provision of this Contract found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights The foregoing enumeration of School Board rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this contract are reserved to the School Board.

Article V Union Rights

Section 1. Right to Views Nothing contained in this Contract shall be construed to limit, impair or affect the right of any employee or the representative of any employee 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 Union.

Section 2. Right to Join The School Board agrees that all employees shall have the right to join or not to join the Union. The School Board will not discriminate for or against any employee with respect to the hours, wages, or other terms established by this Contract because of membership or non-membership in the Union.

Section 3. Request for Dues Check-Off

- Subd. 1* Employees shall have the right be allowed the check-off of Union dues, in accordance with the PELRA. Upon receipt of a properly executed authorization card of the employee involved, the School Board will deduct from the employee's paycheck the dues that the employee has agreed to pay to the Union during the period provided in said authorization.
- Subd. 2* The check-off of dues shall be made each month and transmitted to the Union together with a list of names of the employees from whom deductions were made.
- Subd. 3* The Union hereby warrants and covenants that it will defend, indemnify and save the School Board harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or un-liquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the dues deduction specified by the Union as provided herein.

Section 4. Fair Share Fee Upon the written request of the Union, the School Board shall deduct a fair share fee as certified by the Union, from the paycheck of any employee who is not a member of the Union, in accordance with the PELRA.

**Article VI
Insurance**

Section 1. Life Insurance The School Board shall provide each eligible employee, group life insurance coverage in the amount of \$50,000. The group life insurance policy will provide a \$100,000 benefit in the event of accidental death.

Section 2. Income Protection The School Board shall provide each eligible employee, group income protection coverage subject to the following conditions:

- Subd. 1* The policy shall have a 90 continuous calendar day waiting period before benefits begin.
- Subd. 2* The policy shall provide a benefit of 2/3 of the employee's monthly salary to a maximum of \$2,000 per month.
- Subd. 3* The policy shall provide for benefit payments to an age 70 or until termination of the disability, whichever occurs first. Disabilities between the ages of 65 and 70 will comply with ADEA standards.

Section 3. Hospitalization For the 2010-11 and 2011-12 school years, a hospitalization plan with surgical, major medical, and clinical coverage will be provided with a District monthly contribution following Article X, Section C of the teachers' contract.

The district shall offer a high-deductible health insurance plan coupled with a VEBA Trust in addition to its other health insurance plans. Each employee who chooses to enroll in the high-deductible/VEBA plan shall receive a District contribution to a VEBA account set up for that employee. The following provisions shall apply to the high-deductible/VEBA plan offered by the District.

- Subd. 1* Single coverage: The School District shall contribute according to Article X, Section C of the teachers' contract. In addition, the School District will make a \$400 annual contribution to the employee's VEBA Account.
- Subd. 2* Dependent Coverage: The School District shall contribute according to Article X, Section C of the teachers' contract. In addition, the School District will make an \$800 annual contribution to the employee's VEBA account.
- Subd. 3* Timing of Deposits: Deposits to the VEBA accounts will be made on a monthly basis.
- Subd. 4* Administrative Costs: The School District shall contribute up to \$4.00 per account per month toward the cost of administering active employees' VEBA accounts.

Section 4. Dental Insurance The board shall establish and maintain a dental insurance plan for all eligible employees according to the rates below:

	Base District Rate	Base Rate Employee	Total Monthly Premium
Single	\$30.48	\$2.40	\$32.88
Family	\$70.90	\$15.48	\$86.38

The district and the employee shall share equally (50/50) any increase in total monthly premium.

Section 5. Tax Sheltered Annuity Employees may voluntarily participate at their cost, in a School Board approved tax sheltered annuity program. The School Board shall not contribute on behalf of any employee

toward a sheltered annuity program. All employees are allowed to make a change or addition once per calendar year. A cancellation can be done at any time.

Section 6. Payroll Deductions The difference between the monthly premium cost of the group insurance plan (single or family) and the School Board's contribution established by Section 3 of this Article, shall be paid by enrolled employees through payroll deduction.

Section 7. Voluntary Participation Participation by any eligible employee in the insurance plans established by this Article is voluntary. Eligible employees who choose not to participate shall receive no additional compensation in lieu thereof.

Section 8. Claims Against the School Board The School Board and the Union 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 policies contracted by the School Board and an insurance carrier pursuant to this Article. The School Board's obligation is to contract for insurance policies and to contribute such amounts as established by this Article.

Section 9. Eligibility To be eligible for the insurance contributions established by this Article, an employee must be employed for a normal work week of thirty (30) hours or more. Employees who work at least twenty (20) hours per week, but less than thirty (30) hours per week, shall be eligible for insurance contributions on a pro-rata basis if they are eligible to participate under the terms of any existing insurance contracts.

Section 10. Duration of Contribution School Board contributions established by this Article shall cease the day following an employee's discharge, resignation, retirement, lay off, death, or exhaustion of paid absence benefits established by Article VIII. This does not apply to scheduled periods of non-employment.

Article VII Salaries

Section 1. Hourly Rates of Pay

	<u>2010-11</u>	<u>2011-12</u>
<u>Cook Manager</u>		
Step 1	\$16.61	\$16.76
Step 2	17.24	17.39
Step 3	20.17	20.32
 <u>Assistant Cook Manager</u>		
Step 1	\$15.63	\$15.78
Step 2	16.00	16.15
Step 3	16.73	16.88
 <u>Food Service Worker II</u>		
Step 1	\$12.92	\$13.07
Step 2	13.49	13.64
Step 3	14.00	14.15
 <u>Food Service Worker I</u>		
Step 1	\$12.60	\$12.75
Step 2	13.16	13.31
Step 3	13.69	13.84

HS/MS Cook Manager to receive \$1.00 above the regular step schedule of the Cook Manager.

Longevity:

After 10 years of service to the District, employees will receive an additional \$.30/hr.

After 15 years of service to the District, employees will receive an additional \$.45/hr.

After 20 years of service to the District, employees will receive an additional \$.55/hr.

Section 2. In-Charge Payment Employees assigned by the School District to perform the duties and responsibilities of a higher paid classification, shall be paid at the wage rate of the higher paid classification at the employee's current step.

Subd. 1 Substitute for cook managers and/or HS/MS Cook Manager at Step 1 of cook manager pay schedule. If the cook manager from Wilshire takes over the responsibilities of HS/MS cook manager there shall be no reduction in pay or vice versa

Subd. 2 Substitute Food Service employee shall be paid at Step 1 of the Food Service Worker I schedule (non-staff members).

Section 3. Uniform Allowance Employees shall be provided a yearly uniform allowance. Those employees working thirty (30) or more hours/week shall receive \$160 and those employees working less than thirty (30) hours/week shall receive \$100. They are not to exceed those amounts. The money is used to purchase required and approved uniforms or shoes. Payments will be made in October upon the submission of receipts. Employees separating from employment prior to the completion of the normal work year shall receive a pro-rated deduction from their uniform allowance. The District shall provide each employee with aprons and shirts.

Section 4. Step Advancement Employees shall advance on the Salary Schedule in accordance with the following:

Subd. 1 Probationary Period Advancement

Following completion of the probationary period established by Article XV, Section 1, employees will be advanced one step on the Salary Schedule.

Subd. 2 Promotional Advancement

Employees promoted to a higher paid job classification who are placed on Step 1 of the Salary Schedule, will be advanced one step on the Salary Schedule following 90 consecutive days of employment or July 1 whichever comes first.

Subd. 3 Annual Step Advancement

Employees hired between July 1 and December 31 shall be advanced one step on the Salary Schedule effective as of the following July 1 and each July 1 thereafter until the top step of the Salary Schedule is reached. Employees hired between January 1 and June 30 shall be advanced one step on the Salary Schedule as of July 1 of the following calendar year and each July 1 thereafter until the top step of the Salary Schedule is reached.

Section 5. Pay Day Employees shall be paid on the 15th and last day of each month, commencing on approximately September 30th and ending on approximately June 30th.

Section 6. Promotion Employees who are promoted to a higher paid job classification shall be placed on the wage rate step which is above that of the employee's previous job classification wage rate.

Section 7. Certification Employees who have an active Minnesota School Food Service Association Certificate will receive the following additional compensation per work hour effective the date of filing the certificate in the District Office.

Level I = \$.35 Level II = \$.55 Level III = \$.75

Section 8. Overtime Saturday work hours shall be paid at 1 1/2 times employee's regular hourly rate and Sunday work hours shall be paid 2 times employee's regular hourly rate.

Section 9. Mileage Employees who are required to use their personal vehicles in the performance of assigned duties shall be reimbursed at the current federal mileage reimbursement rate.

Section 10. Reimbursements The District agrees to pay the fee for membership in the MN School Food Service Association and reimburse employees for attending job-related conferences and completing job-related classes including SERVSAFE.

**Article VIII
Paid Absence**

Section 1. Annual Leave (Vacation)

1-5 years	6 2/3 hours/month
6-10 years	10 hours/month
11-18 years	14 hours/month
19+ years	16 hours/month

Hours per day	Vacation Hours Per Month	Sick Hours Per Month	Personal Days Per Year
8	6.66	10.667	3 days
7.5	6.25	10.00	3 days
6.5	5.41	8.667	3 days
6	5.00	8.00	3 days
5	0.00	6.25 or 1.25 days	2 days

Section 2. Sick Leave

- Subd. 1* Sick leave with pay shall be granted to eligible employees in the amount of twelve (12) days per year for absences necessitated by:
 - 1.1 Illness or injury of an employee which prevents the adequate performance of job duties and responsibilities.
 - 1.2 The serious illness of a member of the employee's immediate family for which other reasonable arrangements for care cannot be made; and
 - 1.3 The death of a member of an employee's immediate family.
- Subd. 2* The School Board has the right to verify the use of sick leave by requiring the submission of a written report of a medical authority.
- Subd. 3* For the purposes of this section, immediate family shall mean: father, mother, spouse, child, sister, brother, grandmother, grandfather, mother-in-law, father-in-law, sister-in-law, brother-in-law, or grand parent-in-law.
- Subd. 4* The amount of time granted due to a death in an employee's immediate family shall be determined by the School Board.
- Subd. 5* Unused sick leave may be accumulated to a maximum of 125 days.
- Subd. 6* Sick leave for employees who do not work a normal work year will be pro-rated based on 1 1/4 day of sick leave for each month of employment.

Section 3. Worker's Compensation Policy

- Subd. 1* Upon the request of an employee who is absent from work as a result of a compensable injury or illness under the provisions of the Worker's Compensation Act, the School Board will pay the difference between the compensation received pursuant to the Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave and/or vacation.
- Subd. 2* A deduction shall be made from the employee's earned accrual of vacation or sick leave according to the pro-rata portion of sick leave or vacation days which are used to supplement the Worker's Compensation benefit.
- Subd. 3* Such payment shall be paid by the School Board to the employee only during the period of disability.
- Subd. 4* In no event shall the additional compensation paid to the employee by virtue of sick leave and/or vacation pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.
- Subd. 5* An employee who is absent from work as a result of an injury or illness compensable under the Worker's Compensation Act who elects to receive sick leave and/or vacation pay pursuant to the provisions of this Section shall submit the employee's compensation check endorsed to the School Board.

Section 4. Holidays Holidays for those employees working twelve and one-half (12.5) hours or more per week and up to forty (40) hours per week shall be prorated based on hours worked. The following ten (10) days are to be considered paid holidays:

New Year's Day	Martin Luther King Day	Presidents' Day
Good Friday	Memorial Day	Thanksgiving Day
Friday following Thanksgiving Day	Christmas Eve Day	Christmas Day
One (1) floating holiday		

In addition, if school is in session, or an employee is required to work starting before Labor Day, Labor Day shall also be considered a paid holiday.

- Subd. 1* The calendar dates on which the above holidays will be observed shall be established by the School Board at the time the school calendar is adopted.
- Subd. 2* Employees working less than a normal work year shall be eligible for only those holidays which occur during the employee's work year.

Section 5. Personal Leave Three (3) personal leave days shall be granted each school year for employees working 30 or more hours weekly and two (2) personal leave days shall be granted for those employees working up to 30 hours for incidents involving special obligations or emergencies which cannot be scheduled on non-duty days and are not authorized under other paid leave provisions. Such days shall be granted by the Superintendent according to the following guidelines:

- Subd. 1* A satisfactory explanation and prior approval by the Superintendent shall be necessary if the personal leave day requested falls on a day immediately preceding or following school calendar holidays and scheduled recess periods.
- Subd. 2* Personal leave days taken at other times shall require no explanation. The employee shall, however, state in writing prior to the absence that the leave is to be taken for important personal business, not of a recreational nature, and cannot be conducted on a non-duty day.
- Subd. 3* In emergency situations, written request for personal leave may be submitted after the fact. It is understood that the employee will assume the responsibility in such an emergency of notifying their supervisor at the earliest possible time.

- Subd. 4* Examples of some legitimate claims for personal leave:
- urgent legal matters or matters related to the settlement of a relative's estate;
 - special examinations administered by universities in connection with degree programs;
 - religious observances;
 - pallbearer or funeral service of close relative, or very close friend, not covered by other paid absence provisions;
 - weddings in the immediate family or attendant in a wedding of a close friend.
- Subd. 5* Examples of some situations which will not receive approval for personal leave with pay:
- personal recreational activities;
 - interview and examination for other positions outside of the system;
 - convention attendance with spouse;
 - activities which are for profit or pay.
- Subd. 6* Under no circumstances may personal leave be used to engage in a strike, picketing, bannering or in any other concerted activity regarding conditions of professional service or policies of the School Board or in activities which disrupt the normal activities of any school.
- Subd. 7* Employees may accumulate personal leave days to a maximum of three (3) days.

Section 6. Jury Duty Bargaining unit employees summoned to jury duty will be granted paid absence, not deducted from sick leave, for the normal work days the employee is required to serve on jury duty. Employees granted paid absence for jury duty shall be paid their normal daily salary less jury duty fees for each normal work day the employee is required to serve on jury duty.

Section 7. Eligibility for Paid Absences To be eligible for paid absences established by this Article, an employee shall be employed for a normal work week of thirty (30) hours or more per week. Employees working at least twelve-and-one-half (12.5) but less than thirty (30) hours per week shall earn prorated benefits. Employees shall receive paid absences as follows:

- 30+ hours per week: 3 personal days, sick leave, vacation, and holidays
- 12.5 but less than 30 hours per week: 2 personal days, holidays, and pro-rated sick leave

Section 8. Bereavement Leave Upon advance notice and arrangement with the district, up to five days paid leave, noncumulative, may be used for the attendance at or arrangement of the funeral of an employee's spouse, child, parent, dependent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, niece, nephew, grandparent, grandchild, aunt, uncle, significant other, parent of significant other, child of significant other, or brother or sister of significant other.

Article IX Unpaid Leaves of Absence

Section 1. Child Care Leave The School Board will grant a leave to an employee who makes a written application for such a leave subject to the following:

- Subd. 1* The employee shall submit written application for a child care leave to the School Board at least 90 calendar days prior to the desired commencement of the leave except in the case of adoption, in which case the employee should, upon learning of the date of adoption, submit a written application for a request of child care leave to the School Board.
- Subd. 2* Child care leave will commence at a date mutually agreed upon, not to exceed 15 calendar months. Upon signifying an interest to return to duty in writing, the School Board shall determine a mutually agreeable date of return. If there is no mutual agreement the School Board shall establish the date

of return after taking into consideration individual characteristics and capacities, the ability to perform the duties of employment, efficiency, willingness to return to work, and the food service program. Employees shall be reinstated to their original position or a position of like status. In the case of child birth, the School Board may request the employee to furnish a statement from the employee's attending physician to help determine personal medical safety.

Subd. 3 The employee shall retain all seniority and fringe benefits which had accrued prior to taking the child care leave of absence.

Subd. 4 This shall be a leave of absence without pay during which an employee shall not accrue fringe benefits or be eligible for School Board insurance contributions, but shall accrue seniority.

Section 2. Leave of Absence Without Pay A leave of absence without pay may be approved by the School Board upon the recommendation of the Superintendent, to employees who request such a leave in writing.

Subd. 1 An employee on leave of absence without pay will not earn credit for advancement of the salary schedule or accumulated sick leave and other benefits during the period of the leave of absence.

Subd. 2 The duration of a leave of absence without pay shall be for up to one (1) year. Under unusual circumstances, a one (1) year extension of the leave of absence may be approved. Failure of the employee to request and be granted an extension or to return to duty at the end of the leave of absence without pay will thereby terminate the employee's employment with the School Board.

Subd. 3 The employee shall retain all seniority and fringe benefits which had accrued prior to taking leave of absence without pay.

Section 3. Leave of Absence for Disability The School Board will grant a leave of absence for disability without pay to employees who incur a disabling injury or illness, which prevents them from performing their job duties and responsibilities. The leave shall be for a period commencing on the date of the expiration of sick leave or from the date of income protection benefit eligibility, whichever occurs first, for a period of 12 consecutive months; unless the employee requests in writing a leave for a period of less than 12 consecutive months.

Subd. 1 The employee shall retain all seniority and fringe benefits which had accrued prior to taking leave of absence for disability.

Subd. 2 This shall be a leave of absence without pay during which an employee shall not accrue fringe benefits or be eligible for School Board insurance contributions, but shall accrue seniority.

Section 4. Failure to Return from Leave Employees who do not return to duty at the expiration of a leave of absence provided by Section 1, 2, and 3 of this Article may continue in the group insurance established by Article VI, to the extent permitted by the insurance policy, at the employee's personal expense. An employee electing to continue participation in the group insurance programs shall arrange to pay the full monthly premium through the District Office. Any insurance benefit based upon income shall be calculated on the salary received during the last year the employee was on duty.

Article X Hours of Work

Section 1. Normal Work Day The normal workday of a full-time employee will be six (6) hours.

Section 2. Normal Work Week The normal workweek of a full-time employee will be 5 normal workdays.

Section 3. Normal Work Year The normal work year of a full-time employee will be those days during a school year on which food is served.

Section 4. Overtime Hours worked under the following conditions which have the prior authorization of the Director of Food Services, or a designated representative in the Director's absence, shall be considered overtime.

Subd. 1 Daily: For all employees, the regular hourly rate shall apply and any hours worked over eight (8) shall be paid at the overtime rate at time and one-half the employee's hourly rate of pay.

Subd. 2 Weekly: For all employees, the regular hourly rate shall apply and any hours worked over forty (40) shall be paid at the overtime rate at time and one-half the employee's hourly rate of pay.

Subd. 3 Holidays: Hours worked on a holiday, as established by Article VIII, Section 4, shall be paid at the rate of 1 1/2 times the employee's hourly rate of pay in addition to holiday pay.

Subd. 4 Night and weekend hours worked on an evening or weekend (Saturday or Sunday), or on a holiday function, special events after the normal workday or the extension of a normal workday, or worked after being called back from the normal workday shall be compensated at the rate of 1 and 1/2 times the employee's hourly rate of pay. Overtime opportunities will be provided on a circular rotation basis for all cooks with a normal workweek of 15 or hours.

Section 5. Emergency Closing On days when school is canceled due to an unscheduled emergency, all food service employees shall not report to work and for the first day, will be paid an amount equal to the hours paid for the normally scheduled work day. Any additional days on which school is canceled due to an unscheduled emergency, food service employees will be permitted to use accumulated annual leave, personal leave, or compensatory overtime. If the employee has no such time accumulated, or if the employee so chooses, the employee may make up the missed time at a time mutually agreed upon by the employee and the employee's supervisor, provided work is available within the parameters of the employee's job description. An employee who chooses not to use the above accumulated leave or make up the time, will not be paid.

Section 6. Rest Period Employees scheduled to a normal work day of four (4) hours or more shall be scheduled a 15-minute rest period during the normal work day to be taken at a time and location approved by the Cook Manager. Employees who are full time shall receive an additional 15-minute rest period during the normal work day.

Article XI Absences from Work

Section 1. Employee Notification Employees who are unable to report to their normal work day shall have the personal responsibility to notify their immediate supervisor of such absence as soon as possible prior to the beginning of the normal work day, except in the event of extenuating circumstances. Failure to make such notification may be grounds for discipline by the School Board.

Section 2. Resignation Failure to report for work without notification to the employee's supervisor may be considered by the School Board as a resignation on the part of the employee, except in extenuating circumstances.

Section 3. Absence Without Pay Employees may be granted absences without pay to a maximum of five (5) normal work days per year. Requests for absence without pay shall be made in writing, at least three (3) calendar days in advance of the date of absence, provided that the three calendar day notice may be waived by the School Board in cases of personal emergency. The approval of requested absence without pay shall be at the sole discretion of the School Board, which is subject to the grievance procedure.

Subd. 1 An absence without pay shall not affect fringe benefits or seniority of an employee.

Subd. 2 Employees requiring an absence without pay in excess of five (5) normal work days during a year, shall request a leave of absence without pay in accordance with the provisions of Article IX, Section 2.

**Article XII
Retirement**

Section 1. Options The purpose of the Food Service Early Retirement Incentive Plan is to encourage employees to develop a financial plan for their future by providing money, which would otherwise have been available at retirement, for investment during the course of employment with the district. The Plan will require participation by the employee coupled with a matching contribution from the District. Such a plan shall be conducted under the rules of I. R. C. 403(b). Employees may participate on only one level.

Subd. 1 Food Service Retirement Trust Level I—(For Food Service Employees employed after June 30, 2001)

1.1 Eligibility

- a. All full time food service employees whose initial employment in the district began on or after September 1, 2001, may participate in a district matching annuity program provided in M. S. §356.24.
- b. Food Service Employees electing to participate must notify the School District by October 1st of the school year of participation. After food service employees initially elect to participate in the District Matching funds program, they may only change their contribution amount once/year.
- c. Defined Contribution Plan (Step Placement Maximum Annual District Matching Contribution)

Step Placement	2010-11	2011-12
1-2	\$0	\$0
3-10	1,150	1,350
11-15	1,400	1,600
16-20	1,650	1,850
21-25	1,900	2,100
26 years of service	2,000	2,200
Max. Career District Matching Contribution	24,000	24,000

Subd. 2 Food Service Retirement Trust Level II—For Food Service Employees employed before July 1, 2001.

2.1 Eligibility

- a. Full time food service employees hired prior to July 1, 2001, may participate in a district matching annuity program provided in Minn. Stat. §356.24.
- b. Food Service employees electing to participate must notify the School District by October 1st of the school year of participation. After food service employees initially elect to participate in the District Matching funds program, they may only change their contribution amount once per year.

2.2 Any full time food service employee who, because of age and step, will not be able to reach maximum career district contributions by the end of the school year in which they turn 58, will participate in the matching plan at an enhanced rate of \$1,675 for 2010-11 and \$2,000 for 2011-12. These individuals will be contacted by the Business Office to clarify their maximum annual matching contribution.

Section 2. Hospital Insurance Full time employees who were employed by the district prior to July 1, 2009, who retire prior to the age of 70, and who meet the conditions established by Article XII, Subd. 3, 3.1, may elect to continue participation in the group hospitalization plan established by Article VI, Section 3 at the employee's personal cost until age 70. Monthly premiums shall be paid by the retired employee one month in advance at the School District's Office.

Subd. 1 School District Contributions

1.1 The School District shall contribute 100% of single coverage cost for a period of twelve (12) months toward the retired employee's hospital insurance premium.

1.2 The School District shall contribute 90% of the single coverage cost for health insurance for three additional years.

1.3 The School District shall contribute 90% of the single coverage cost for health insurance for a 5th year provided the employee has served the district for twenty (20) years.

1.4 The School District shall contribute 90% of the single coverage cost for health insurance for a 6th year provided the employee has served the district for twenty (20) years and has one hundred (100) accumulated sick days.

1.5 The School District shall contribute 90% of the single coverage cost of health insurance for a 7th year provided the employee has served the district for twenty (20) years and has one hundred twenty (120) accumulated sick days.

1.6 Eligibility: To be eligible for the early retirement inducement program established by Sections 2 and 3 an employee must be full time (normal work week of thirty (30) hours or more).

Effective July 1, 2006, full time employees who retire prior to the age of 70 and who meet the eligibility conditions established by Article XII, Subd. 3, 3.1, may individually elect to continue participation in the group hospitalization plan established by Article VI, Section 3 at the employee's personal cost until age 70.

The School Board will contribute according to Article VI, Section 3, single coverage only, up to a maximum of seven years or Medicare eligibility whichever is first according to the following formula.

1.1 Four years of health insurance

1.2 An additional one year of health insurance provided the employee has served the district for twenty (20) years.

1.3 An additional one year of health insurance if the employee has accumulated one hundred (100) days of sick leave and has 20 years of service.

1.4 An additional one year of health insurance if the employee has accumulated one hundred twenty (120) days of sick leave and has 20 years of service.

Section 3. Dental Insurance Employees who retire from ISD #282, may continue participation in the group dental insurance plan at the employee's expense.

Article XIII Grievance Procedure

Section 1. Definition A grievance shall be defined as a dispute concerning the interpretation of or the adherence to the terms and/or provisions of this Contract.

Section 2. Procedure In the event of an alleged grievance the employee or employees involved shall discuss the matter with their immediate supervisor within 14 calendar days from the date the grievance occurred. If the grievance is not resolved within five (5) calendar days following the discussion between the employee(s) involved and their immediate supervisor the grievance may be appealed in accordance with the following:

Step 1. Within ten (10) calendar days following the employee and immediate supervisor discussion the Union shall give written notice of an appeal to the Superintendent or designee. The Superintendent or designee and the Union Steward shall meet and attempt to resolve the grievance within five (5) calendar days after the Union appeal is received by the Superintendent or designee.

Step 2. Within ten (10) calendar days following the Steward-Business Manager meeting the Union shall give written notice of appeal to the Superintendent. The Superintendent and a Union Business Representative shall meet and attempt to resolve the grievance within ten (10) calendar days after the Union appeal is received by the Superintendent.

Step 3. If the grievance remains unresolved following the Superintendent and Union Business Representative meeting the Union may appeal the grievance, within ten (10) calendar days, to arbitration as provided by the provisions of Section 3 by written notice to the Chairperson of the School Board.

Section 3. Arbitration An alleged grievance appealed in accordance with Step 3 shall be submitted to arbitration in accordance with the PELRA.

Article XIV Discipline

Section 1. Discipline for Just Cause The School Board shall have the right to discipline employees for just cause. Disciplinary actions by the School Board shall include only the following:

- 1) Oral reprimand
- 2) Written reprimand
- 3) Suspension
- 4) Discharge.

Employees who are discharged shall be notified in writing of such action, together with a statement of the reason(s) for discharge, a copy of which shall be forwarded to the Union.

Section 2. Grievance Procedure A written reprimand, suspension, or discharge of an employee may be processed through the procedures of Article XIII (Grievance Procedure).

Article XV Miscellaneous Terms and Conditions

Section 1. Probationary Period New employees of the School Board shall serve a probationary period of ninety (90) consecutive calendar days of employment. During the probationary period an employee may be terminated at the sole discretion of the School Board, without such termination being appealable through the grievance procedure.

Section 2. Posting New positions or vacant positions shall be posted at each school in the food service area for a period of seven (7) calendar days. In the event the School Board determines to discontinue or not to fill a vacant position, the Union, through the union steward, shall be notified in writing of such determination. Applicants must submit bids in writing before the close of the posting. All applicants will be given consideration for the opening and the selected applicant will be notified within seven (7) calendar days after the close of the posting. Written requests for a change in schools, lateral change or downgrade will be considered along with others who have applied for the posted job.

Section 3. Notice of Resignation Employees resigning from employment shall give fourteen (14) calendar days written notice to the School Board of their intention to resign.

Section 4. Notice of Termination Employees shall be given at least fourteen (14) calendar days written notice of termination of employment by the School Board, except for employees terminated for just cause in accordance with the provisions of Article XIV and for employees terminated under the provisions of Section 1 of this Article.

Section 5. Re-Employment Employees who are re-employed following resignation or termination of employment shall be considered new employees for the purpose of fringe benefits and wage step placement, provided that employees re-employed following less than a six-month interruption of employment may have their previously earned fringe benefits and former wage step restored.

Section 6. Seniority Seniority shall be defined as the length of continuous full-time equivalency employment beginning from an employee's most recent date of employment.

Subd. 1 In the event it is necessary to reduce the work force the affected employee shall have the right, if qualified, to replace an employee with less seniority. A replaced employee shall have the right, if qualified, to replace an employee with less seniority. This process shall be repeated until the employee with the least seniority is laid off. A laid-off employee shall have the right to recall for a period of 24 months from the date of lay-off.

Subd. 2 Employees shall be recalled from lay-off based on seniority. If qualified, the last employee laid off shall be the first employee recalled. Employees notified of recall shall respond in writing within ten (10) calendar days from the date of notification or forfeit any right to recall.

Subd. 3 Employees who are recalled to work shall have their seniority, hourly rate step placement, and earned sick leave benefits at the time of lay-off, reinstated.

Article XVI Duration

Section 1. Term and Reopening Negotiations This contract shall remain in full force and effect for a period commencing on July 1, 2010, unless specified otherwise herein, through June 30, 2012, and thereafter until modifications are made pursuant to PELRA if either party desires to modify or terminate this Contract commencing on June 30, 2012, it shall give written notice of such intent not later than May 1, 2012. All previous memorandums of understanding shall sunset and will not be considered part of this contract. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) calendar days prior to the expiration of this contract.

Section 2. Effect This Contract constitutes the full and complete agreement between the School Board and the Union as the exclusive representative of the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School Board policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality Any matters relating to the terms and conditions of employment, whether or not referred to in this contract, shall not be open for negotiations during the term of this Contract, provided that the parties may *mutually* agree to modify any provision of this Contract.

Section 4. Severability The provisions of this Contract 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 Contract or the application of any provisions thereof.

AGREED TO as the full and complete understanding between the parties as attested to by signatures of the following representatives of the School Board and the Union.

FOR THE UNION

FOR THE SCHOOL BOARD

Business Representative, Russ Lewis

Chairman, Barry Kinsey

Steward, Bobbi Williams

Director, Dave Evans

Negotiator, Mary McConville

Negotiator, Kristen Hoheisel

Negotiator, Lisa Amundsen

Negotiator, Rod Thompson

Dated this _____ day of _____, 2010.

Dated this _____ day of _____, 2010.