MASTER AGREEMENT

Between
Independent School District #206
Alexandria, Minnesota
And
International Union of Operating Engineers Local #70

Food Service

July 1, 2017 through June 30, 2019
FOOD SERVICE
2017-2019 School Year

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AGREEMENT BETWEEN
INDEPENDENT SCHOOL DISTRICT NO. 206
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 70
FOOD & NUTRITION SERVICES

ARTICLE I

Section 1. Parties and Duration:

THIS AGREEMENT is made and entered into this day of May 21, 2018 by and between Independent School District #206, Alexandria, Minnesota, hereinafter referred to as the School District, and Local Union 70 of the International Union of Operating Engineers, hereinafter referred to as the Union. This Agreement shall remain in full force and effect for a period commencing on July 1, 2017, through June 30, 2019, and thereafter until modifications are made pursuant to the Public Employment Labor Relations Act of 1971 as amended.

Section 2. Purpose:

The School District and the Union recognize the need to promote orderly and constructive relationships and that unresolved disputes between the School District and its food service employees are injurious to the public as well as the parties involved --- therefore, this Agreement has as its purpose the promotion of harmonious relationships between the parties; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition:

The School District recognizes the Union as the exclusive bargaining representative for all food service employees within the appropriate bargaining unit.

Section 2. Appropriate Unit:

The Union shall represent all food service employees employed by the School District who are employed 14 hours per week or 35% of the normal workweek in the classification of the unit. Supervisory employees as determined by the Bureau of Mediation Services shall be excluded from the unit.

Section 3. Unit Clarification:

Disputes which may occur over the inclusion or exclusion of new or changed job positions or
classifications shall be referred to the State Bureau of Mediation Services for expedient resolution. The decision of the State Bureau of Mediation Services shall prevail during or pending any appeal(s) from such decision.

Section 4. Exclusivity:

The School District shall not meet and negotiate or meet and confer with any employee or group of employees who are at the time designated as a member or part of the unit except through the certified Union.

ARTICLE III
MANAGEMENT RIGHTS

Section 1. Inherent Managerial Rights:

The Union recognizes the School District is not required to meet and negotiate on matters of inherent managerial policy, which includes but are not limited to such areas of discretion or policy as the functions and programs of the food service employees, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Reservation and Managerial Rights:

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

ARTICLE IV
EMPLOYEE RIGHTS

Section 1. Dues Checkoff:

The School District shall deduct monthly membership dues from the earnings of those food service employees who authorize such deductions in writing. The Union shall submit such authorizations in writing to the School District and certify the amounts to be deducted at least seven (7) days prior to the pay date in the month for which the deductions are to be effective – pay date being the 20th day of each month. The deductions shall continue in effect until canceled in writing by the employee. The aggregate deductions of all food service employees, together with a list of the names of the employees from whom deductions were made, shall be remitted to the Union office (within thirty (30) days after such deductions are made.) Employees who work less than twelve (12) months per year shall have twelve (12) months' dues deducted in equal amounts during the months for which they appear on the payroll. Deductions for initiation fees, dues and assessments shall commence according to procedures established above.
Section 2. Fair Share Fee:

All food service employees who are not members of the Union shall be required by said representative to contribute a fair share fee for services rendered by the Union in an amount equal to the regular membership dues of the Union less the cost of benefits financed through the dues and available only to members of the Union but in no event shall the fee exceed 85 percent of the regular membership dues. The Union shall provide advance written notice of the amount of the fair share fee assessment to the BMS, the School District and to the employee fair shared. A challenge by a food service employee or by a person aggrieved by the assessment shall be filed in writing with the BMS, the public School District, and the Union within 30 days after receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefore but the burden of proof relating to the amount of the fair share fee shall be on the Union. The School District shall deduct the fee from the earnings of the employee and transmit the fee to the Union 30 days after the written notice was provided, or, in the event a challenge is filed, the deduction for a fair share fee shall be held in escrow by the School District pending a decision by the State Bureau of Mediation Services.

Section 3. Indemnity:

The Union agrees to indemnify and hold the School District harmless against any and all claims, suits, orders, or judgments brought or issued against the School District as a result of any action taken or not taken as a request of the Union under the provisions of this Article.

Section 4. Food Service Lists:

The School District shall advise the Union Office in writing of the names, addresses, telephone numbers, social security numbers, classifications, starting dates, birth dates and insurance coverage (single or dependent) of all food service employees eligible for membership in this bargaining unit. The Union Office shall be notified in writing upon the effective date of termination of any food service employee. The list will be transmitted no later than thirty (30) days following the payroll period in which the change occurs.

Section 5. Right to Views:

Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any food service 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 Union; nor shall it be construed to require any employee to perform services or labor against his/her will.
Section 6. Right to Join:

Food service employees shall have the right to form and join a labor organization, and shall have the right not to form and join such organizations. Food service employees in an appropriate unit shall have the right by secret ballot to designate the Exclusive Representative for the purpose of negotiating grievance procedures and the terms and conditions of employment.

Section 7. Union Steward:

The Union, upon written notification to the School District, may designate two (2) food service employees within the bargaining unit to serve as Steward. At the discretion of the EMPLOYER, the Steward shall be afforded reasonable time off for the purposes of conducting the business of the Union.

Section 8. Visitation Rights:

A representative of the Union previously accredited to the School District in writing by the Union, shall be permitted to come on the premises of the School District for the purposes of conducting Union business in a responsible and reasonable manner. The School District shall be notified prior to the visit.

Section 9. Employee Bulletin Boards:

The School District shall continue to make available bulletin board space in convenient places in the work areas for the purpose of posting Union information.

Section 10. Union Meetings:

Union meetings may be held on school property but will be held during the time when employees are not on duty.

ARTICLE V
NON-DISCRIMINATION

Section 1. School District:

The School District agrees that the provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, disability, national origin, or political affiliation. The School District agrees not to interfere with the rights of food service employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the School District or any School District representative against any employee because of Union membership or non-membership or because of any employee’s activity in an official capacity on behalf of the Union, which is in accordance with the provisions of this Agreement.
Section 2. UNION:

The Union agrees that the provisions of this Agreement shall be applied equally to all food service employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, disability, national origin or political affiliation. The Union accepts its responsibility as exclusive bargaining representative and agrees to represent all employees in the unit without discrimination, interference, restraint, or coercion because of membership or non-membership in the Union.

ARTICLE VI
UNFAIR LABOR PRACTICES

The School District and the Union recognize that the Minnesota Public Employees Labor Relations Act (P.E.L.R.A.) in 179.68 lists specific activities that the School District and the Union may not engage in. The School District and the Union in the interest of serving the public agree not to encourage or participate in any activities, which are listed in 179.68 as Unfair Labor Practices.

ARTICLE VII
SENIORITY

Section 1. Definition:

Seniority shall be defined as the preference to which a food service employee is entitled to in connection with lay-off and recall, in recognition of his/her length of service with the School District. Seniority shall, for the purposes of lay-off and recall, be determined based on the total hours for which a food service employee received pay while working in a position covered by this Agreement.

Subd. 1. Classification Seniority: Classification seniority will be defined as the length of continuous service an employee has served in a particular classification covered by this Agreement.

Section 2: Loss of Seniority:

Seniority shall be lost by any of the following:

1. Voluntary quit.
2. Discharge, for just cause.
3. Lay-off for more than 24 months.

Subd. 1: Lay Off/Recall: The food service employee with the least seniority in the
affected classification shall be considered for lay-off first. When an employee is in a position that is eliminated the employee will have the right to replace the least senior employee in the same classification or, if necessary, the employee with least bargaining unit seniority in the next lower classification. Employees shall be recalled in the reverse order of lay-off. The last employee laid off shall be the first recalled. This section does not apply in those cases where a lay-off is due to a building being closed temporarily because of equipment breakdown, quarantine, loss of a utility or damages from natural or unnatural disaster.

Subd. 2: In the event of a lay-off the School District shall notify the Union office and the employees involved at the earliest opportunity. Under no circumstances shall this notification be less than thirty (30) calendar days.

Section 3. Job Openings:

Subd. 1: Seniority as defined in Section 1 shall be a consideration for Food Service employees who apply for a job opening. In the event of a job opening, the job shall be announced electronically for a period of five (5) working days for the months of October through July and (3) working days for the months of August and September and food service employees in the bargaining unit, who are qualified for the vacancy, shall be given the opportunity to apply for the position. All job openings will be filled as soon as can practically be accomplished. This does not apply to probationary food service employees.

Subd. 2: Posting of Positions: If a position has an increase in hours sufficient enough to create a position that pays benefits or if the position increases by 1 and ½ or more hours per day in any twelve (12) month period, it shall be posted in accordance with Article VII, Section 3.

Subd. 3: Written Notice of Interest: When a position is open or a new position created, employees will be given the first opportunity to fill the position in accordance with the procedure in Subd. 4. If no employee serves notice of interest or is qualified for the position, outside applicants will be considered in accordance with the procedure outlined in Subd. 4.

Subd. 4: Filling vacancies: When an employee serves written notice of interest for a position in the same or a lower classification, seniority will be the main factor in filling the vacancy within the respective division. The school district may also consider other qualifications.

When a qualified employee serves notice of interest for a position in a higher classification the School District will fill the position with the most qualified employee from the division. Under any circumstances if qualifications are substantially equal the School District will give preference to the senior employee. An employee not given a position may request a written explanation.
If no applicant from the first division is placed in the position, the School District will hire the most qualified person from the other division or an outside applicant. If qualifications are substantially equal, the School District will give preference to the senior employee from the other division.

Subd. 5. **Position Elimination:** In the event that a position is eliminated, the food service employee in the eliminated position will bump the least senior food service employee. If the least senior food service position is in a classification lower than the displaced employee currently holds, he/she shall go to the adjusted salary level, but will maintain his/her increment level.

**Section 4. Seniority List:**

The School District agrees to prepare and post a division seniority list of all food service employees covered by this Agreement. The Seniority List shall be prepared and posted every year by January 1. Unless a written and dated statement challenging the seniority standing of any food service employee is filed within fifteen (15) working days after the date the Seniority List is posted, the seniority standing of the food service employees as shown on such Seniority List shall be deemed to be correct.

Subd. 1. **Seniority Ties:** In the event more than one employee has the same seniority date, seniority ranking shall be determined by a random drawing conducted by the Union. The School District will have the right to have a representative present during the drawing.

**Section 5. Reassignments and/or Transfers:**

Reassignments and/or transfers due to organizational changes, difficulties in the employee's employment, physical, personality difficulties or mental inability to perform duties may be made by the School District for cause without the employee's consent. The School District shall notify the employee involved in writing with a copy to the Union, of the specific reasons why a transfer or reassignment is necessary, and the School District shall also include a list of current positions for which the employee who is to be transferred or reassigned would be qualified. Employees who are in positions that the employee being transferred or reassigned qualifies for shall in the order of seniority have the right to voluntarily change positions. Should no employee in one of these positions voluntarily transfer, the employee with the least seniority for which the transferring or reassigned employee qualifies, shall be required to make the transfer.

If an employee is transferred under this provision and a second employee is impacted and is required to transfer either voluntarily or involuntarily, the affected person may return to his/her original position if it becomes vacant within 12 months from the effective date of the original transfer.
ARTICLE VIII
PROBATIONARY PERIOD

Section 1. Probationary Period:

Starting with the 2016-17 school year, any food service employee under the provisions of this Agreement shall serve a probationary period of 120 student contact days. At any time during the original 120 student contact day probationary period the school district shall have the right to suspend, without pay, discharge without cause or otherwise discipline such employee. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated. If an employee receives a promotion within his/her initial probation period he/she shall serve out the remainder of the 120 student contact days plus thirty (30) calendar days.

Section 2. Probationary Period; Change of Position (Lateral Transfer, Lower Classification):

In addition to the initial probationary period, the affected employee transferred to a new position shall serve a new probationary period of 30 (thirty) student contact days. During the 30 student contact days probationary period, if it is determined that the employee’s performance is unsatisfactory, the School District shall have the right to reassign the employee to his/her former position. If the employee is dissatisfied in his/her new position, the employee shall be granted the right to be reassigned to his/her former position and job site.

Section 3. Probationary Period; Change of Position (Promotion to Higher Classification):

In addition to the initial probationary period, the affected employee transferred to a new position shall serve a new probationary period of 90 (ninety) student contact days. During the 90 student contact days probationary period, if it is determined that the employee’s performance is unsatisfactory, the School District shall have the right to reassign the employee to his/her former position. If the employee is dissatisfied in his/her new position, the employee shall be granted the right to be reassigned to his/her former position and job site.

Section 4. Completion of Probationary Period:

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

Section 1. Discipline:

Subd. 1. Just Cause: Disciplinary action may be imposed upon an employee only for just cause.

Subd. 2. Minor infractions: Initial minor infractions, irregularities or deficiencies shall be accomplished in a confidential manner.

Subd. 3. Grievance Procedure: Any unjust disciplinary action imposed upon an employee may be processed through the grievance procedure.

Subd. 4. Normal Disciplinary Procedures: The normal disciplinary procedure shall be as follows:

(1) Oral reprimand, accompanied by a written directive clarifying expectations.

(2) Written reprimand (Copy to Union office)

(3) Suspension or Demotion (Copy to Union office)

(4) Discharge (Copy to Union office)

Subd. 5. Written Reprimand: When any disciplinary action more severe than an oral reprimand is intended, the EMPLOYER shall, before or at the time such action is taken, notify the employee in writing of the specific reason(s) for such action, with a copy to the Union office.

Section 2. Right to Union Representation:

Subd. 1. Union Present: The employee shall have the right to have Union representation during an investigation that may lead to suspension, demotion, or discharge action.

Subd. 2. Right to Grieve: The Union shall have the right to take up a suspension and/or discharge or demotion as a grievance at the second (2nd) step of the grievance procedure and the matter shall be handled in accordance with the grievance procedure through the arbitration step if deemed necessary.

Section 3. Discharge of Permanent Employees:

The EMPLOYER shall not discharge any permanent employee without just cause. If the EMPLOYER feels there is just cause for discharge the employee shall be suspended for ten (10)
working days and the employee and the Union office will be notified in writing that the employee is subject to discharge and shall be furnished with the reason(s) therefore.

Section 4. Probationary Employees:

The EMPLOYER shall notify the employee in writing, with a copy to the Union office, of the reason(s) for discharge. Probationary employees may have the Union process the grievance on discharge through Step 3 of the Grievance Article, but such grievances shall not be subject to the arbitration provisions of this Agreement.

ARTICLE X
PERSONNEL RECORDS

Section 1. Oral Reprimands:
An oral reprimand accompanied by a written directive and corrections shall become part of an employee's personnel record. After 3 years from the date of the oral reprimand, an employee may request to have this oral reprimand with directives removed from his/her file. This document will be removed if there have not been any other disciplinary actions of same nature placed in the file.

Section 2. Copy of Record:
Each food service employee will be furnished with a copy of all evaluative and disciplinary entries into his/her personnel office record and shall be entitled to have his/her written response included therein. All disciplinary entries in the personnel office record shall state the corrective action expected of the employee.

Section 3. Right to View Record:
The contents of an employee's personnel office record shall be disclosed to him/her upon his/her request and to the Union representative upon the written request. In the absence of the Superintendent, Human Resource Director or Personnel Secretary, the employee's personnel office record will be disclosed as soon as practically possibly or no later than the end of the next working day.

ARTICLE XI
PERSONAL LEAVE

Effective 7/1/2002, employees covered under this work agreement will accrue paid and unpaid personal leave days according to their years of service to this work agreement. Requests for personal leave will be considered in the order in which the requests are received each budget year.
Notices for personal leave and leave without pay must be made in writing to the respective supervisor at least five (5) days in advance. The number of unit employees on personal leave or leave without pay at any one time will be limited to no more than five (5) percent of the unit employees under a FNS director's jurisdiction or may exceed 5% if subs or coverage is available.

Employees eligible for personal leave will be required to use paid personal leave days before being granted unpaid personal leave.

Any unused paid personal days of the F.N.S. employee shall be paid out at the current rate of pay prior to June 30 of each year.

<table>
<thead>
<tr>
<th>Years of Service to Food Service</th>
<th>Paid Personal Leave Days</th>
<th>Unpaid Personal Leave Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effective 9/8/2015: During the 1st year</td>
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<td>5 Unpaid</td>
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<tr>
<td>After 1 year of service</td>
<td>1 Paid</td>
<td>4 Unpaid</td>
</tr>
<tr>
<td>After 5 years of service</td>
<td>2 Paid</td>
<td>3 Unpaid</td>
</tr>
<tr>
<td>After 12 years of service</td>
<td>3 Paid</td>
<td>2 Unpaid</td>
</tr>
<tr>
<td>After 21 years of service</td>
<td>4 Paid</td>
<td>1 Unpaid</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Years of Service to Food Service</th>
<th>Paid Personal Leave Days</th>
<th>Unpaid Personal Leave Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effective 9/6/2016: Years 1-5</td>
<td>1 Paid</td>
<td>4 Unpaid</td>
</tr>
<tr>
<td>After 5 years of service</td>
<td>2 Paid</td>
<td>3 Unpaid</td>
</tr>
<tr>
<td>After 12 years of service</td>
<td>3 Paid</td>
<td>2 Unpaid</td>
</tr>
<tr>
<td>After 21 years of service</td>
<td>4 Paid</td>
<td>1 Unpaid</td>
</tr>
</tbody>
</table>

If an employee’s employment terminates before completion of the school year, paid personal leave will be pro-rated. An employee who terminates before the school year is completed will have unearned personal leave days taken deducted from his/her final paycheck.

ARTICLE XII
ALLOWANCES

Upon completion of the initial probationary period, the School District will provide two uniforms per each bargaining unit member per year. The uniform shall become the property of the
employee.

Effective 7/1/2018 school year, upon completion of the initial probationary period, each food service employee will be given a shoe allowance of up to $50 per year. A receipt must be turned into the food and nutrition supervisor.

ARTICLE XIII
GENERAL PROVISIONS

Section 1. Physical Condition:

An employee whose physical condition makes it impossible for him/her to carry a full load may be continued in service at the option of the School District. The fitness of the employee shall be determined by a physician jointly agreed upon.

Section 2. Physical Examinations:

If a physical examination is required of employees it will be at the employer's expense.

Section 3. Postings:

Postings will be posted on the school district website.

Section 4. Staff Development:

Staff development classes, which are made available, shall be prepaid by the School District. If a class is not attended for other than an emergency reason, the employee will repay the School District for the cost of the class. A request for leave beyond three (3) day maximum must be submitted in writing to your supervisor no less than five (5) working days before the date(s) of the requested leave.

Section 4. Unit Leader:

The food service group will have two School District unit leaders representing the food service team in School District level planning. The members will be elected because of their leadership in the group and desire to work to make District 206 a better place for all learners. The unit leader will take part in School District planning sessions and communication back to the members of the group. Compensation for each unit leader will be $250/year divided over the months of October through May.
ARTICLE XIV
HOURS OF SERVICE

Section 1.

Work schedules and time schedules shall be arranged by the food service director in cooperation with the appropriate building administrator.

Subd. 1. Basic Work Week: Will consist of five consecutive days.

Subd. 2. Basic Work Day: Will consist of consecutive regularly scheduled hours.

Subd. 3. Any employee who returns to his/her place of work after the basic work day at the request of the food service supervisor shall be paid a minimum of 1.5 hours or actual hours worked, whichever is greater.

Subd. 4. If an employee reports for work on a scheduled school calendar day and school is closed after they report, they will be compensated for half of their regular workday.

Subd. 5. Employees whose hours have been determined for the school year will be given the option of receiving their compensation as earned each monthly period payable by time cards or requesting that their compensation be spread over a 12 month period. This request must be made to the business office no later than September 1 of each year or designated on commencement of employment.

Section 2.

A full time employee is defined as an employee who regularly works six (6) or more hours per day.

Section 3.

Employees shall work all days school is in session for these programs or such other times as may be requested by the Food Service Director. Regular School Food Programs consist of Breakfast, Lunch, Compass Program, ECFE, Head Start, Snacks and school meetings)

Section 4. Working Outside of Regular School Food Programs for Students/Staff

Subd. 1. For any additional hours worked involved with the school food programs, an employee will be paid at his/her regular hourly rate subject to approval by Food Service Director in advance. (i.e. longer shift, training, in-service and orientation, checking and stocking food deliveries, etc.)
Subd. 2  School Related Functions Not Related to the School Food Programs: For any hours less than 40 hours worked outside those normally involved with the school food programs to students and faculty, an employee will be paid their hourly salary and increments if any, plus a flat rate of an additional $1.00 per hour. These hours will be pre-approved by the Food Service Director. (PAC nights, school dances, parent/student math nights, Bingo for Books, etc.)

Subd. 3  Non-School Related Functions: For any hours less than 40 hours worked outside those normally involved with the school food programs for students and faculty, an employee will be paid their hourly salary and increments if any, plus a flat rate of an additional $2.00 per hour. These hours will be pre-approved by the Food Service Director. (Vikingland Band Festival, Chamber Events, various catered events)

Subd. 4. Overtime: For any hours, more than 40 hours worked outside those normally involved with the school food programs to students and faculty, an employee will be paid time and one-half (1.50) for all hours worked beyond 40 hours. These hours will be pre-approved by the Food Service Director.

Section 5. Working Out of Classification:

When a FNS kitchen employee is asked to substitute in a higher classification, they will be paid at their regular step and increment plus a flat rate of an additional $2.00 an hour.

Section 6. Overtime:

Overtime will be paid at time and one-half the employee's normal rate of pay.

Subd. 1. For work involved with the preparation and serving of food to students/faculty of the District, overtime will be paid after 40 hours in a week.

Subd. 2. For any hours worked outside those normally involved with the preparation and serving of food for non-school related functions to students/faculty of the School District, an employee will be paid time and one-half for all hours worked beyond his/her regularly scheduled hours.

Subd. 3. Overtime will not be paid unless authorized by the Food Service Director and/or his/her designee.

Section 7. Coverage:

It is the responsibility of the building administrator for the care and cleanliness of the kitchen beyond the normal workday. If following use by an outside group additional cleanup work or damage to equipment is noted, any additional costs incurred due to that activity will be charged
back to the group involved or to the building's budget. The food service employee involved in the extra work incurred will be compensated accordingly.

Users who do not properly use the area will be either denied use of the kitchen or will be required to have a bargaining unit member present, and will be required to pay the bargaining member’s wages.

ARTICLE XV
GROUP INSURANCE

Section 1. Selection of Carrier:

The selection of the insurance carrier and policy shall be made by the EMPLOYER.

Subd. 1. Eligibility - for the purpose of this agreement, any employee whose regular work schedule is 30 or more hours per week in a regularly established position, will be eligible for the following insurance benefits. Also after 26 weeks any employee on an hourly/temporary basis working regularly more than 30 or more hours per week will be eligible for same.

Section 2. Health Insurance:

The School District shall contribute the sum of up to but not to exceed $513.50 per month beginning September 2017-18 and $573.50 per month beginning September 2018-19 school year for months worked toward the premium cost for family or single coverage for each regular food service employee who qualifies for and is enrolled in the school district group health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. Eligible insurance benefits will be pro-rated over 12 months.

Section 3. Dental Insurance:

Employees who are eligible for the District’s Group Insurance shall be able to have access to the District’s Group Dental Insurance at their own expense.

Section 4. Life Insurance:

The EMPLOYER shall pay up to $8.50 per month for months worked towards a $50,000 group term life insurance policy for all eligible employees. This will not be done until the quotes have been received for all employed groups. If the employee is employed beyond age 65, the face amount of insurance will reduce by 8% each year thereafter.
Section 5. Income Protection

Effective 7/1/02 eligible employees (working thirty [30] hours or more per week) must participate and will pay the full premium for long-term disability coverage.

Section 6. Duration of Insurance Contribution:

A food service employee is eligible for board contribution as provided in this Article as long as the employee is employed by the School District. Upon termination of employment, all board participation and contribution shall cease effective on the last working day.

Section 7. Early Retirement:

Effective 07/01/2003 a food service employee who applies for early retirement under PERA and has at least 10 years of service with the School District shall be eligible to remain in the existing group health and hospitalization insurance plan. He/she shall remain eligible for board contribution toward family or single coverage, whichever was in effect at the time or retirement. The board will contribute the dollar amount equal to working active members of the unit prorated accordingly toward health insurance only until the end of the month in which the employee becomes eligible for Medicare-Medicaid benefits, whichever comes first.

- Post-Retirement Benefits:
  o Employees hired after July 1, 2014, will not receive a defined health insurance benefit at the time of retirement under current retirement qualifications.
  Employees hired after July 1, 2014, will receive a defined contribution from the School District as follows: (Employees with 10 years or less under the Food Service Nutrition agreement may opt to the following by September 1, 2014).
    ▪ The School District will contribute $500.00 per year for years four (4) through seven (7); a contribution of $1,000.00 per year for years eight (8) through ten (10); a contribution of $1,500.00 per year for years eleven (11) through twenty (20) and a contribution of $2,000.00 per year for years twenty-one (21) through twenty-five (25). School District contributions will not exceed $30,000.00 per employee. Contributions will be made for eligible, active employees at a pro-rated amount upon completion of each school year and contributed to the vested School District sponsored Health Reimbursement Account (HRA) in June of each year.
    ▪ The School District contribution and accrued interest earnings will be subject to a 15 year vesting schedule and available to the employee after successful completion of a minimum of 15 years of service and the employee meets the retirement guidelines and separates from service. Upon retirement, all School District contributions will cease. If separation of service occurs at any time prior to successful completion of the employee’s 15th year of service, the School District’s contribution and any
accrued interest earnings are forfeited and will be used by the School District to offset the required School District contribution amount for current and future employees. Upon the completion of 15 years of service the employee is considered fully vested (owns all funds outright) and the employee, upon meeting retirement qualifications, will receive the HRA funds as outlined above.

Section 8. Retirement Severance:

The food service employee that retires under PERA after 20 years of service to the School District will be eligible for a payment of $1200.

ARTICLE XVI
LEAVES OF ABSENCE

Section 1. Sick Leave:
Each employee in this unit shall have the following paid sick leave for personal illness or accident:

1. Sick leave shall accumulate at the rate of 1.00 day per month (x) their hours worked for 10 months) Any unused sick leave will accumulate to a maximum of 120 days (x) their daily hours worked.

2. All sick leave used during the year will be deducted from the accumulated sick leave hours.

3. Effective 7/1/01, employees who reach the maximum (120 days (x) their daily hours worked) accrual of sick leave will be eligible to receive compensation. Employees will be compensated at their current hourly rate for hours in excess of maximum hours accrued as of June 30 of each contract year payable in July of the following year.

4. Certificates of illness by the attending physician may be required of all absences of more than three days duration. The Human Resource Director may make an exception by accepting a notice by another health care provider.

5. If a concern is expressed to the immediate supervising administrator or to the School District’s Human Resource Director regarding the frequency of a food service employee’s use of sick leave, the supervising administrator may request a certificate of illness by the attending physician for each subsequent use of sick leave (the immediate supervisor may require further authentication after conferring with the Human Resource Director and gathering input from the affected employee.) Failure to comply with the request for a physician’s certificate of illness will result in disciplinary action to the food service employee.

6. Any individual who is unable to perform his/her duties because of personal illness
or disability and who has exhausted all accumulated paid sick leave available or has become eligible for long-term disability compensation shall upon request be granted a medical leave of absence of up to one-year duration without pay. The School Board, may at its discretion, extend such leave upon written request. A request for medical leave of absence or extension thereof shall be accompanied by a written doctor's statement outlining the condition of health and estimated time expected for the individual to be able to resume normal activities.

7. Any employee may use personal sick leave benefits provided by the School District for absences due to an illness of the employee's child for such reasonable period as the employee's attendance with the child may be necessary; on the same terms the employee is able to use sick leave benefits for the employee's own illness. Certificate of illness by the attending physician may be required for all absences of more than three (3) days duration.

Employee is defined in M.S. 181.940, Subd. 2, as a person who performs services for hire for an average of 20 or more hours per week during those 12 months, and includes all individuals employed at any site owned and operated by the employer.

Child is defined in M.S. 181.940, Subd. 3, as an individual under 18 years of age or an individual under age 20 who is still attending secondary school.

Section 2. Perfect Attendance:

Beginning July 1, 2002, any person covered under this work agreement that uses zero (0) days of leave under Article XVI, Leaves of Absence, during the contract year will receive one (1) additional day of paid personal leave to replace one unpaid day the subsequent contract year, if employed.

Section 3. Bereavement Leave:

Effective 7/1/2005, in the case of a death of anyone not specifically addressed by Emergency Leave, the school district will provide a food service employee one day of bereavement leave each school year to attend a funeral or memorial service. This additional day shall not be accumulative from year to year and will be deducted from the employee's accumulated sick leave. A food service employee scheduled less-than-fulltime shall receive proportionate bereavement leave consistent with his/her scheduled day. In addition, internal food service coverage will be provided when possible for funerals or services that do not require substitute coverage for an entire school day. Bereavement leave may be taken in ½ day or full day increments only.

Section 4. Emergency Leave:

Up to three (3) days of emergency leave, charged to sick leave, with full salary, may be used in each year in case a food service employee is absent in an emergency situation for death or serious illness in the immediate family (husband, wife, grandparents, grandchildren, children,
parents, brothers, sisters, or same by law, or an immediate member of the household). The employee, with the consent of the Human Resource Director, exclusive representative designee and a non-supervising principal, may be granted an extension of emergency leave. The decision of this team is non-grievable. The emergency request must be serious enough to warrant hospitalization and/or treatment/consultation with a medical specialist (i.e.: emergency room visit, hospitalization, outpatient surgery, or clinical visit with a specialist.)

Section 5. Worker’s Compensation:

Subd. 1. When an employee who is absent from work as a result of a compensable injury under the provisions of the Worker’s Compensation Act, the School District will pay the difference between the compensation received pursuant to the Worker’s Compensation Act by the employee and the employee’s regular rate of pay to the extent of the employee’s earned accrual of sick leave.

Subd. 2. A deduction shall be made from the employee’s accumulated sick leave accrual time according to the pro-rata portion of days of sick leave time which is used to supplement worker’s compensation, unless the employee requests the deduction not be taken.

Subd. 3. Such payment shall be paid by the EMPLOYER 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 result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

Section 6. Military Leave:

Military leave shall be granted in accordance with Minnesota statutes.

Section 7. Jury Duty:

A leave with pay shall be granted to any employee on jury duty. All monies received from the court for the jury duties shall be turned over to the School District, except for expenses.

Section 8 Unpaid Leaves:

Subd. 1. Child Care and Parental Leave: An employee will be granted childcare leave upon making a written application for such leave. The employee will submit a written request to the Food Service Director and the Human Resource Director three months prior to the commencement date of the leave except in an emergency. The welfare of the child and/or the employee will waive the advance notice requirement.
The beginning date of such leave and its duration shall be mutually agreed upon between the employee and the Human Resource Director.

Upon request by an employee on leave the Human Resource Director may, but shall not be required to, permit the employee to return to employment prior to the date designated in the child care leave.

While on leave the employee will have the option of continuing all insurance coverages to which the employee is entitled under the provisions of this contract by paying the full premiums for such coverage.

An employee on Child Care Leave for pregnancy may utilize sick leave pursuant to the sick leave provisions of the Agreement during a period of physical disability. The length of the disability will be determined by the attending physician. An employee will not be eligible for sick leave during a period of time covered by a child care leave if she is not disabled. A pregnant employee will also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery.

Child care leave shall be without pay or fringe benefits, but an employee will retain his/her seniority rights. The period of time for which the employee is on leave shall not be counted in determining the completion of the probationary period.

When an employee has been on leave, the employee will have the right of returning to the former position or a similar position if agreed upon by the employee and Human Resource Director.

Subd. 2. Leave of Absence: An employee who is unable to work because of personal illness or disability and who has exhausted all accumulated paid sick leave available shall be granted an additional leave of absence without pay for the duration of such illness or disability up to one (1) year. The leave may be renewed each year upon written request to the School District by the employee.

ARTICLE XVII
GRIEVANCE PROCEDURE

Section 1. Definition:

A grievance is a claim by an employee, a group of employees or the Union that there has been a violation, misinterpretation or misapplication of any provision of this Contract.

Subd. A.
Every reasonable effort shall be made between the supervisors and employee to informally resolve the differences that may arise out of the interpretation of the practices
of this agreement.

**Subd. B**
A normal workday is Monday - Friday excluding Saturday, Sunday and holidays as listed in this work agreement.

**Subd. 1. Level I.**

When an employee or group of employees represented by an exclusive representative has a grievance, the employee or an agent of the exclusive representative shall attempt to resolve the matter with the employee's immediate food service supervisor within 21 working days after the employee has had knowledge of the event or act giving rise to the grievance. *A written grievance shall be submitted at Level I to the food service director who shall then attempt to resolve the matter and shall respond in writing to the grievant and the agent of the exclusive representative within five working days after the grievance is presented.*

**Subd. 2. Level II.**

Within ten (10) working days of receipt of the Level I decision, either the Union or grievant may appeal the food service director’s decision to the Superintendent. The appeal must be written and shall include the original complaint and all previous support statements, evidence, and decisions.

Within ten (10) working days the Superintendent and his/her designee shall meet with the grievant and the Union and shall report his/her disposition of the grievance in writing within ten (10) work days of such meeting, to the grievant and the union.

If new violations and/or remedies are raised after Level II by the union or the employee, the process may, at the discretion of the superintendent or union, revert back to Level I.

**Subd. 3. Level III.**

Within ten (10) working days of receipt of Level II decision, either the Union or grievant may appeal the decision to the Board of Education. Such appeal must be in writing and filed with the Clerk of the Board of Education and shall include the original complaint and all previous support statements, evidence, and decision. The board or a committee designated by the board will hear the appeal within ten working days of receipt of the appeal.

The decision of the board or its committee will be submitted to the grievant no later than seven (7) working days after such meeting. A copy of such disposition shall be furnished to the grievant and the Union.
Subd. 4.    Level IV.
If the Union is not satisfied with the disposition of the grievance by the Employer, or if no
disposition has been made within the period provided above, the grievance may be
submitted to an impartial arbitrator. If the Union decides to go to arbitration, they shall
notify the School District in writing within twenty (20) working days of receiving the
Employer’s final answer under Level III. If the parties cannot agree on an arbitrator within
seven (7) working days from the notification date that arbitration will be pursued, the
grievant shall request a list of arbitrators from the Public Employees Labor Relations
Board. The parties shall within twenty (20) working days of receiving a list of arbitrators
alternately strike names until only one name remains and that person shall be the
arbitrator. If the parties are unable to agree on who shall strike the first name, the question
shall be decided by a flip of a coin. The arbitrator shall have no power to alter, add to or
subtract from the terms of this Agreement.

Section 2.    Filing and Postmark:

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

Section 3.    Time and Limitation and Waiver:

Time limits may be extended by mutual agreement between the union and the school district.

Section 4.

The fees and expenses of the arbitrator shall be shared equally by both parties.

Section 5.

The time limits provided in this Article shall be strictly observed but may be extended by mutual
agreement of the parties.

Section 6.

All reference to working days shall mean bargaining unit working days.
### ARTICLE XVIII

#### SALARY SCHEDULE

##### 2017-18 Elementary Salary Schedule/Per hour

<table>
<thead>
<tr>
<th>Cook</th>
<th>GMC Single Unit Cook/Assistant Kitchen Manager</th>
<th>Kitchen Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>$15.03</td>
<td>$16.03</td>
</tr>
<tr>
<td>2.</td>
<td>$15.17</td>
<td>$16.21</td>
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##### 2017-18 DMS Salary Schedule/Per hour

<table>
<thead>
<tr>
<th>Cook</th>
<th>Assistant Kitchen Manager</th>
<th>Kitchen Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>$15.03</td>
<td>$16.03</td>
</tr>
<tr>
<td>2.</td>
<td>$15.17</td>
<td>$16.21</td>
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</table>

##### 2017-18 AAHS Salary Schedule/Per hour

<table>
<thead>
<tr>
<th>Cook</th>
<th>Assistant Kitchen Manager</th>
<th>Kitchen Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>$15.13</td>
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<tr>
<td>2.</td>
<td>$15.27</td>
<td>$16.31</td>
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##### 2018-19 Elementary Salary Schedule/Per hour

<table>
<thead>
<tr>
<th>Cook</th>
<th>GMC Single Unit Cook/Assistant Kitchen Manager</th>
<th>Kitchen Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>$15.63</td>
<td>$16.63</td>
</tr>
<tr>
<td>2.</td>
<td>$15.77</td>
<td>$16.81</td>
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##### 2018-19 DMS Salary Schedule/Per hour

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<th>Assistant Kitchen Manager</th>
<th>Kitchen Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>$15.63</td>
<td>$16.63</td>
</tr>
<tr>
<td>2.</td>
<td>$15.77</td>
<td>$16.81</td>
</tr>
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</table>
### 2018-19 AAHS Salary Schedule/Per hour

<table>
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<tr>
<th></th>
<th>Cook</th>
<th>Assistant Kitchen Manager</th>
<th>Kitchen Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>$15.73</td>
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<td>$19.08</td>
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<tr>
<td>2.</td>
<td>$15.87</td>
<td>$16.91</td>
<td>$19.30</td>
</tr>
</tbody>
</table>

Beginning July 1, 2004 a food service employee is eligible for career increment pay/per hour. An employee will receive (1) additional career increment for each subsequent year of employment.

1-4 increments: add $.45  
5-8 increments: add $.90  
9-12 increments: add $1.35  
13-16 increments: add $1.80  
17-20 increments: add $2.25  
21-24 increments: add $2.70  
25-28 increments: add $3.15  
29-32 increments: add $3.60  
33-36 increments: add $4.05  
37-40 increments: add $4.50  
41-44 increments: add $4.95  
45-48 increments: add $5.40  
49-52 increments: add $5.85

Effective 7/1/2011, employees who move classifications shall be placed on the same step and increment in the new class as they were on in the old class.

If a new employee works six (6) or more months prior to June 30, he/she will move to the next step on the salary schedule on July 1.

Upon completion of Step 2, you will begin to receive increments as per the increment schedule listed.

In the event that a FNS employee retires during the negotiations of the open contract, he/she will receive a retroactive pay if it is applicable to the time the retiree worked.

Effective the 2012-13 school year, those who hold a Serve Safe Certification will receive $.25 per hour.
Effective the 2012-13 school year, the following will be paid to staff who hold a School Nutrition Certificate:

- Level 1 = $0
- Level 2 = $15/month
- Level 3 = $25/month

ARTICLE XIX
GENERAL

Section 1. Reopening Negotiations:

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 EMPLOYER and the Union representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Savings Clause:

The Union and EMPLOYER recognize that all provisions of this Agreement are subject to laws of the State of Minnesota. Should any Article, section, or portion thereof, of this Agreement be held unlawful and unenforceable, such decision shall apply only to the specific Article, section, or portion thereof directly specified in the decision and all other valid provisions shall remain in full force and effect.
APPENDIX A

FORMAL GRIEVANCE PROCEDURE

1. Grievant _____________ Date of Filing

2. Detail of Grievance:
   
   A. Contract Provision Allegedly Violated
   
   B. Date of Alleged Violation

3. Settlement Requested:

I hereby request the initiation of Formal Grievance Procedure. The Union will represent me in all future proceedings with the Board and/or Arbitrator regarding the above-mentioned Grievance.

______________________________
Signature of Grievant

______________________________
Signature of Union
IN WITNESS WHEREOF, The parties have executed this Agreement as follows:

FOR: International Union of Operating Engineers, Local No. 70
2722 County Road D East
White Bear Lake, MN 55110

President

David B. Mandar
Business Manager

Linda Powers
Recording Secretary

Julie
Steward

Sjølaid E. Esg.
Steward

Chief Negotiator

FOR: Independent School District No. 206
P.O. Box 308
Alexandria, MN 56308

Chairman

Dana Abd
Clerk

Dated this 13 day of Aug., 2018 Dated this _____day of ____________, 2018