AGREEMENT

between

SCHOOL DISTRICT
FARMINGTON ISD #192

and

FOOD SERVICE EMPLOYEES
INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL NO. 70, AFL-CIO

Effective:

July 1, 2017 through June 30, 2019
ARTICLE I - PURPOSE

Section 1. Parties This Agreement is entered into between the School District of Independent School District No. 192, Farmington, Minnesota, hereinafter referred to as the School Board or School District and the International Union of Operating Engineers, Local No. 70, 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 personnel in Independent School District No. 192 during the duration of this Agreement.

ARTICLE II - RECOGNITION OF UNION

Section 1. Recognition In accordance with PELRA, the School District recognizes the International Union of Operating Engineers, Local No. 70, as the Union for all food service personnel employed by Independent School District No. 192, Farmington, Minnesota and as the Union, shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

Section 2. Appropriate Unit The Union shall represent all individuals who were members of the appropriate unit as defined in the Bureau of Mediation Services, December 2, 1993, Certification Unit Determination, BMS Case No. 95-PCE-430.

ARTICLE III - DEFINITIONS

Section 1. Terms and Conditions of Employment Shall mean the hours of employment, the compensation therefore including fringe benefits, except retirement contributions or benefits other than payment of or contributions to premiums for group insurance coverage for retired employees or severance pay, and the School District's personnel policies affecting working conditions of the employees. "Terms and conditions of employment" is subject to PELRA.

Section 2. Other Terms Terms not defined in this Agreement shall have those meanings as defined by the PELRA.
ARTICLE IV - SCHOOL DISTRICT RIGHTS

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

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

Section 3. Effect of Laws, Rules and Regulations The Union recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School District and shall be governed by the laws of the State of Minnesota, and by the School District rules, regulations, directives and orders, issued by properly designated officials of the School District so long as such rules, regulations, directives and order do not conflict with the terms and conditions set forth in this Agreement. The Union also recognizes the rights of the School District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School District insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and so long as such rules, regulations, directives and orders do not conflict with the conditions set forth in this Agreement. Any provision of this Agreement found to be in violation of federal and/or state laws, rules or regulations shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights The foregoing enumeration of Board rights and duties shall not be deemed to exclude other inherent management rights and inherent management functions not expressly reserved herein and all inherent management rights and inherent management functions not expressly delegated in this Agreement are reserved to the School District.
ARTICLE V - EMPLOYEE RIGHTS

Section 1. Right to Views Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the School District.

Section 2. Right to Join Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an Union for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the School District.

Section 3. Request for Dues Check Off The Union shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any Union that has lost its right to dues check off. Upon receipt of a properly executed authorization card of the employee involved, the School District will deduct from the employee’s paycheck the dues that the employee has agreed to pay to the employee organization during the period provided in said authorization.

Section 4. Fair Share Fees In accordance with PELRA, any employee included in the appropriate unit who is not a member of the Union may be required by the Union to contribute a fair share fee for services rendered as a Union. The fair share fee for any employee shall be 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 eighty-five percent (85%) of the regular membership dues.

The Union shall provide written notice of the amount of the fair share fee assessment to the School District, and to each employee to be assessed the fair share fee.

A challenge to the fair share fee by an employee shall be filed in writing with the
Director of the Bureau of Mediation Services, the School District, and the Union
within thirty (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 fees shall be on the
Union. The School District shall deduct the fee from earnings of the employee and
transmit the fee to the Union thirty (30) days after the written notice was provided,
or, in the event a challenge is filed, the deductions for a fair share fee shall be held
in escrow by the School District pending a decision by the Director, PERB, or
court. Any such fair share challenge shall not be subject to the grievance
procedure.

The Union hereby warrants and covenants that it will defend, indemnify and save
the School District harmless from any and all actions, duties, 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 deduction of the fair share fee specified by the Union as provided
herein.

ARTICLE VI – LABOR MANAGEMENT COMMITTEE

The Union and Management agree to establish a committee consisting of two (2)
employee members of the School District bargaining unit and two (2) employees
of the food service contractor bargaining unit, representatives of Local 70, district
and contractor management to meet monthly. Meeting may be canceled with
mutual agreement. The purpose of the committee will be to meet and confer on
issues of mutual concern, improve communications and relationships between the
Union and Management and to review and discuss operational issues. The
committee discussions are advisory in nature and do not modify the management
rights provisions of state statute or Article IV of this agreement.

ARTICLE VII - RATES OF PAY

Section 1. Salary See Attachment A

Section 2. Lunch Employees covered by this Agreement will be provided lunch.
Section 3. Out of Classification Pay When an employee is required or agrees to fill in for an employee of higher classification for one (1) or more hours, the employee will receive the higher rate of pay for all hours worked in the higher rate of pay for all hours worked in the higher classification.

Section 4. Travel Time and Mileage Employees may be required to drive items to the other District buildings from time to time. During the course of such duties employees will be paid for all time spent in excess of his / her shift while performing these duties. The overtime provision of the agreement shall apply to these hours. Employees required to use their personal vehicle for district business will be reimbursed for these miles at the rate set for all District employees.

ARTICLE VIII - HOURS OF SERVICE

Section 1. Basic Work Week The normal work day shall consist of six (6) or more consecutive hours, and the normal work week will consist of five (5) consecutive days, Monday through Friday on student session days, subject to Section 4.

Section 2. Working Hours Working hours shall be determined by the Food Service Office, in accordance with this Agreement.

Section 3. Overtime Hours In addition to the basic day, Cooks shall be required to reasonably participate in overtime work when assigned. All Food Service employees covered by this Agreement will be eligible for overtime hours as needed. All employees interested in such extra work shall register with the Food Service Director and shall be placed on a list in order of seniority and the list will be rotated through as employees are needed. In the event that no worker on the list is available, the Food Service Director will assign the least senior person and rotate backwards through the seniority list.

Section 4. Definitions

Subd. 1. A full-time employee is defined as an individual who works thirty (30) or more hours per week.

Subd. 2. A part-time employee is defined as an individual who works at least
thirty-five percent (35%) of the average work week of the bargaining unit, up to thirty (30) hours per week.

Subd. 3. Temporary/Casual Employees An employee who works less than thirty-five percent (35%) of the average work week of the bargaining unit, and/or less than sixty-seven (67) days per year. Temporary/Casual employees will not be covered by this collective bargaining agreement.

Section 5. Lunch Period Employees will be given a one-half (1/2) hour unpaid lunch period; except Head Cooks, who shall receive a paid lunch period.

Section 6. Overtime For all hours worked beyond eight (8) hours in a 24-hour day or 40 hours a week, overtime shall be paid on the basis of one and one-half (1-1/2) times the hourly rate. No overtime will be paid unless it has been authorized by the supervisor. For purposes of calculation of overtime, a day begins at 12:01 a.m. and a week begins on Sunday.

Section 7. Call-Back When an employee is called back to work outside of the employee’s regular working schedule, the employee will be paid call-back time at one and one-half (1-1/2) times the hourly rate with a four (4) hour guaranteed minimum. Duties and release time will be directed by the Food Service Office.

Section 8. Snow Days All employees, unless otherwise directed, shall not report if a snow or other emergency day is called. No pay shall be awarded for that day, unless otherwise made up, or a personal day is used. Employees who have reported to work prior to notification shall work a normal days work with duties and release time directed by the Food Service Office.

Section 9. Guarantee of Hours Each School District Food Service employee who is employed on the date of ratification of this Agreement will continue to have rights to a Food Service position at a minimum range of hours per year as set forth below until the employee resigns, retires, or is terminated for cause. It is understood that the School District agrees to this guarantee of hours to allow these employees to remain School District employees and in PERA despite the School District’s decision to subcontract its food service function.

<table>
<thead>
<tr>
<th>Employee</th>
<th>Hours per Year</th>
<th>Date of Hire</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>7</td>
</tr>
</tbody>
</table>
It is understood that the School District will work with the sub contractor in an effort to keep these positions whole to the best of their ability with minimal reductions per position. In addition, the School District will not purposely reduce or eliminate positions in order to create subcontracted positions, nor reduce the hours of the positions when resignations or retirements create a vacancy below the range listed above.

Section 10. Non Student Contact Days Employees will receive eight (8) hours each school year for cleaning, organizing and/or other needs. This time will be scheduled during non-student contact days.

ARTICLE IX – RESIGNATIONS

Section 1. Employees electing to resign shall be required to give the employer two (2) weeks notice and shall continue in the employer’s service during this two (2) week period with the exception that the employee may leave earlier when competent replacement can be made in the usual manner.

ARTICLE X – HOLIDAYS

Section 1. Days: The following days shall be paid holidays for all Food Service employees covered by this agreement:

- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day
- Christmas Eve Day
- New Years Day
- New Years Eve Day
- Memorial Day
- Float holiday (non-student day)

ARTICLE XI - LEAVES OF ABSENCE
Section 1. Sick Leave

Subd. 1. Employees shall earn sick leave at the rate of one (1) hour for every eighteen (18) hours of service in the employ of the School District.

Subd. 2. Unused sick leave days may accumulate to a maximum credit of 1,200 hours of sick leave per employee.

Subd. 3. Sick leave with pay shall be allowed by the School District whenever an employee’s absence is found to have been due to illness or injury which prevented the employee’s attendance and performance of duties on that day or days.

  a. When an employee is off on an approved sick leave the employer will be responsible for trying to find a substitute employee for that day or days.

Subd. 4. Sick leave with pay shall also be allowed 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 illness for an employee with twelve (12) or more months of employment. A child is defined as an individual under the age of 18 years of age or an individual under the age of 20 who is still attending secondary school.

Subd. 5. The School District may require an employee to furnish a medical statement from the school health officer or from a qualified physician as evidence of illness indicating such absence was due to illness and/or injury to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School District. Employee will provide medical documentation after three days absence due to illness.

Subd. 6. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 7. Sick leave allowed shall be deducted from the accrued sick leave
days earned by the employee.

Subd. 8. Providing the illness is of a nature demanding the employee’s presence, sick leave shall cover illness of the employee as well as illness of the employee’s husband, wife, children, father or mother, (10 days maximum per year for spouse's father or mother). A doctor’s statement may be requested to verify any absence.

Subd. 9. The School District shall grant three (3) days of paid leave for the death of the employee’s spouse, parents of spouse, son, son-in-law, daughter, daughter-in-law, parent, brother or sister. Step relatives of the same previous titles also covered. If additional days are needed, days shall be deducted from the employee’s accrued sick leave or personal leave days.

Death in the immediate family of the employee may also be included as authorized sick leave. “Immediate family” for this clause is defined as grandparents, brother-in-law, sister-in-law, grandparents of their spouse, and the employee’s grandchild. Step relatives of the same previous titles also covered.

Section 2. Personal Leave

Subd. 1. A full-time employee (minimum of 30 hours per week) may be granted leave at the discretion of the School District of no more than three (3) times the hours of their normal work day per year, non-accumulative, except as in subdivision 4 in this section. The days used will not to be deducted from any other leave category.

Subd. 2. Requests for personal leave must be made in writing to the supervisor at least three (3) days in advance, except in the event of emergencies. No reason for such leave need be stated. The School District reserves the right to refuse to grant such leave if under the circumstances involved, the School District determines that such leave should not be granted. All leaves must have prior approval by the Superintendent.
Subd. 3. No more than one (1) unused personal leave day will be carried over from fiscal year to fiscal year. Other unused days shall be redeemed at the employee's base hourly wage, as reflected in Attachment A, at the end of the school year.

Section 3. Child Care Leave

Subd. 1. A child care leave of no more than twelve (12) months shall be granted by the School District subject to the provisions of this section. Child care leave shall be granted because of the need to prepare and provide parental care for a newborn or newly adopted child of the employee for an extended period of time.

Subd. 2. Start of Leave The leave shall begin at a time requested by the employee. The Employer may adopt reasonable policies governing the timing of request for unpaid leave so long as the requirement for advance notification does not exceed sixty (60) calendar days.

Subd. 3. If the reason for the child care leave is occasioned by pregnancy, employee may elect to utilize sick leave during the period of the employee's disability pursuant to the sick leave provisions of this Agreement. A pregnant employee will also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery.

Subd. 4. After consultation and mutual agreement with the employee, the School District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year; i.e., winter vacation, spring vacation, semester break or quarter break, ending of a grading period, end of the school year, or the like.

Subd. 5. In making a determination concerning the commencement and duration of a child care leave, including sick leave for the period of disability, the School District shall not in any event be required to:

1. Grant any leave more than twelve (12) months in duration.
2. Permit the employee to return to his/her employment prior to the date designated in the request for child care leave.
Subd. 6. An employee returning from child care leave shall be entitled to return to employment in the employee’s former position or in a position of comparable duties, number of hours and pay.

Subd. 7. If during the leave the employer experiences a lay-off and the employee would have lost a position had the employee not been on a leave pursuant to the contract, the employee is not entitled to reinstatement in the former or comparable position. In such circumstances, the employee retains all rights under lay-off and recall under this contract if the employee has not taken a leave.

Subd. 8. Failure of the employee to return from child care leave as agreed pursuant to the date determined under this section shall constitute grounds for termination in the School District.

Subd. 9. An employee who returns from child care leave within the provisions of this section shall retain all accrued pre-leave benefits under the provisions of this Agreement and shall earn seniority credit during the parental leave.

Subd. 10. An employee on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the employee wishes to retain (except when the District is required by law to continue their portion of the premium payment) commencing with the beginning of the child care leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the School District pursuant to this section.

Subd. 11. Leave under this section shall be without pay or fringe benefits, unless required by state or federal law.

Subd. 12. The parties agree that periods of time for which the employee is on childbirth leave shall not be counted in determining the completion of the probationary period.
Section 4. Worker’s Compensation

Subd. 1. Upon the request of an employee who is absent from work as a result of a compensable injury incurred in the service of the School District, under the provisions of the Worker’s Compensation Act, the School District will pay the difference between the compensation received pursuant to the Workers’ 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 and/or vacation pay.

Subd. 2. A deduction shall be made from the employee’s accumulated vacation or sick leave accrual time according to the prorata portions of days of sick leave or vacation time which is used to supplement workers’ compensation.

Subd. 3. Such payment shall be paid by the School District 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 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 compensable under the Workers’ Compensation Act who elects to receive sick leave or vacation pay pursuant to this policy shall submit his/her worker’s compensation check, endorsed to the School District, prior to receiving payment from the School District for his/her absence.

Section 5. Medical Leave

Subd. 1. An employee who is unable to work because of illness or injury and who has exhausted all sick leave credit available or has become eligible for long-term disability compensation shall, upon request, be granted a medical leave of absence, without pay, up to twelve (12) months.
Subd. 2. A request for leave of absence under this section shall be accompanied by a written doctor’s statement outlining the condition of health and estimated time at which the employee is expected to be able to resume normal responsibilities.

ARTICLE XII - INSURANCE

Section 1. Health and Hospitalization Insurance  The School District will make available health insurance plans to all employees working thirty (30) or more hours per week per school year. The District will pay per year for health insurance according to the following schedule.

July 1, 2017
$5,742.00 per year Plan A
$6,182.00 per year Plan B or C

Once an employee is enrolled in the Plan C high deductible health insurance plan, the employee is no longer eligible to enroll in Plans A or B in the future.

District contributions are to be taken out monthly over the school year.

Eligible employees as defined above will pay all, if any, additional premiums for the health insurance plan selected.

The District monthly contribution will cease with the termination of employment.

For the 2017-2018 and 2018-2019 school year, the District shall contribute into a Post Retirement Health Care Reimbursement Account, one hundred dollars per month (nine months) to those employees who do not carry single, family, or 2 party coverage not to exceed nine hundred dollars ($900.00) per year. Effective January 1, 2014, reimbursement from the Post Retirement Health Care Reimbursement Account can only be made after separation from service with Independent School District #192.

Food service employees who are enrolled in the high deductible health insurance plan (Plan C) have an option to make voluntary contributions on a pre-tax basis through payroll deduction into the Health Savings Account Plan with the District. Monthly expenses will be paid by the employee. Effective July 1, 2018 and each
July 15 thereafter, active food service employees who are enrolled in the high deductible health insurance plan (plan C) will receive an annual district contribution into the Health Savings Account Plan in the amount of $1,000. Active food service employees who provide approved documentation that they have received a preventive health insurance examination with age appropriate screenings in the previous calendar year will receive an additional $200 contribution into their Health Savings Account Plan on the following January 15.

An Employee who is or wishes to be covered under a spouse’s HSA plan and is also enrolled under the School District’s HRA, shall have access to his/her HRA plan suspended. This change enables the Employee to preserve their eligibility under their spouse’s HSA plan. The School District shall continue to fund the Employee’s HRA in accordance with the master agreement and eligibility requirements. The Employee will not be allowed to access their HRA account for reimbursement while it is suspended.

If the Employee is enrolled in the School District’s HRA plan and wishes to suspend his/her HRA account, he/she will sign a health Reimbursement Arrangement Plan Suspension Election form. The same form will be used to rescind the suspension.

Employees will not receive reimbursements from their HRA account for themselves, spouse or dependents for any expenses incurred while the HRA account is suspended. An Employee may not modify or revoke the agreement during the Plan Year.

Section 2. Income Protection The School District shall provide income protection group insurance. The School District will pay the entire premium for long-term disability.

Section 3. Workers’ Compensation The School District shall provide workers’ compensation insurance for employees as prescribed by law.

Section 4. Life Insurance The School District will contribute the premium of $50,000 of term life insurance coverage for each employee employed by the School District who qualifies for and is enrolled in the School District’s group term life insurance plan.
Section 5. Dental Insurance The School District will contribute a sum of $31.87 per month toward the premium for individual coverage for each full-time employee who qualifies for and is enrolled in the School District's group dental health insurance plan. Anyone working thirty (30) or more hours per week shall be considered full-time employees for insurance purposes. Any additional costs of the premium shall be borne by the employee and paid by payroll deduction. The School District's contribution will cease with termination of employment.

Section 6. The Selection of the Insurance Carrier and Policy The selection of the insurance carrier and policy shall be made by the School District.

Section 7. Claims Against the School District It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claims shall be made against the School District as a result of denial of insurance benefits by an insurance carrier.

Section 8. Duration of Insurance Contribution An employee is eligible for School District contributions as provided in this article as long as the employee is employed by the School District. Upon termination of employment, all District participation and contribution shall cease, effective on the last working day unless extended by state or federal law.

**ARTICLE XIII - JURY DUTY**

Section 1. Employees called and selected for jury duty shall receive their regular compensation and other benefits for their employment, less the amount received by them as jurors, excluding mileage.

**ARTICLE XIV - DISCIPLINE, DISCHARGE AND PROBATIONARY PERIOD**

Section 1. Probationary Period An employee, under the provisions of this Agreement, shall serve a probationary period of six (6) months of employment during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee. Upon satisfactory completion of the probationary period, the employee shall be entitled to seniority back to the employee's most recent date of hire by the employer in a position
covered by this Agreement.

Section 2. Trial Period, Change of Classification An employee transferred or promoted to a different classification shall serve a trial period of sixty (60) calendar days in any such new classification. During this sixty (60) day trial period, if the employee’s performance in the new classification is unsatisfactory, the School District shall have the right to re-assign the employee to the employee’s former classification.

Section 3. Discipline and Discharge An employee who has completed the probationary period may be disciplined for just cause. Normal discipline will include verbal warning, suspension and discharge.

ARTICLE XV - LAY-OFF AND RECALL

Section 1. Notification In the event a lay-off becomes necessary, the School District shall notify the Union office and the employees involved at the earliest opportunity, but no later than fourteen (14) days prior to the lay-off.

Section 2. Lay-Off When a lay-off is necessary, it will be by classification. The employee with the least seniority in the classification shall be the first laid off. When a position is eliminated, the employee in that position shall have the right to displace any employee in the same or a lower classification who has less seniority. An employee who is displaced has the right to displace any employee in the same or lower classification.

Section 3. Recall Employees will be recalled in the reverse order of lay-off; the last employee laid off will be the first recalled.

ARTICLE XVI - VACANCIES AND TRANSFERS

Section 1. Vacancies When a Food Service position becomes vacant due to the creation of a new position or the resignation, retirement or termination for cause, the School District shall post the vacant position on employee bulletin boards in
each building for a period of five (5) working days. When vacancies occur during non-school attendance period(s), or while an employee is on a leave of absence, the School District will mail the posting to the employee’s home, provided the employee provides the School District with a self-addressed stamped envelope for this purpose, prior to the non-school attendance period, or leave of absence. The employee, if interested in the open position, must respond in writing to the School District within five (5) working days of the postmark on the posting envelope. In addition, the School District reserves the right to transfer School District employees as needed; however, the transfer should include previous discussions with the affected employee.

Section 2. Filling the Vacancy Whenever possible, the open position shall be awarded to the senior qualified employee making application. The School District may hire a less senior employee, provided the Employer can demonstrate just cause for not awarding the open position to a more senior employee.

The Employer has the right to hire from outside the bargaining unit if no bargaining unit member making application for the vacant or newly created position has the necessary qualifications to do the work, or if no bargaining unit employee makes application for the vacant or newly created position.

Any position left vacant after the bidding process has been completed will be awarded to the contractor.

Section 3. Lateral Transfers In positions involving lateral transfers, the senior employee in the same classification will be awarded the position.

Section 4. Additional Hours and Positions It is understood that no new Food Service employees will be hired by the School District, and the employees noted in Article VII, Section 9, will not be replaced by the School District after they resign, retire or are terminated for cause.
ARTICLE XVII - SENIORITY

Section 1. Definition Seniority will be defined as an employee’s length of continuous length of service in a position covered by this Agreement.

Section 2. Seniority List A list of seniority shall be posted on the basis of the original date of employment in a position covered by this Agreement. In cases of broken service, the latest date of employment shall be the one used to determine seniority.

ARTICLE XVII - GRIEVANCE PROCEDURE

Section 1. Grievance Definition A “grievance” mean(s) a dispute or disagreement regarding the interpretation or application of any terms of a contract required under Minnesota Statutes, section 179A.20, subdivision 1.

Section 2. Representative: Any person or agent designated by such party to act in their behalf may represent the Union, administrator or School District during any step of the procedure.

Section 3. Definitions and Interpretations

Subd. 1. Extension Time limit specified in this Agreement may be extended by mutual agreement.

Subd. 2. Days Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by this Agreement.

Subd. 3. Computation of Time In computing any period of time prescribed or allowed by procedures herein, the date of the act, event or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a legal holiday.

Subd. 4. 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 4. Time Limitation and Waiver Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District’s designee, setting forth the facts and the specific provision(s) of the Agreement, allegedly violated and the particular relief sought within twenty (20) days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time period hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School District’s designee.

Section 5. Adjustment of Grievances The School District and the Union shall attempt to adjust all grievances, which may arise during the course of employment of any employee with the school district in the following manner:

Subd. 1. Level I If the grievance is not resolved through informal discussions, the School District designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 2. Level II In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within ten (10) days after receipt of the decision in Level I. The written grievance will include the alleged incident causing the grievance, the violations of the contract and the remedy requested. If a grievance is properly appealed to the Superintendent, the Superintendent or their designee shall set a time to meet regarding the grievance, within ten (10) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III. Mediation – Option by Mutual Agreement: The parties may call for mediation of the dispute by a mediator mutually agreed upon from the office of the Bureau of Mediation Services. A recommendation for settlement of the dispute by the mediator shall not be final and binding upon either party unless mutually agreed.
Section 6. School Board Review: The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board of its representative notify the parties of its intention to review within ten days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

Section 7. Denial of Grievance: Failure by the School District or its representative to issues a decision within the time periods provided herein shall constitute a denial of the grievances and the employee may appeal it to the next level.

Section 8. Arbitration Procedures In the event that the Union and the School District are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the Office of the Superintendent within fifteen (15) days following the decision in Level II of the grievance procedure.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator, which has not been first duly processes in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator Within ten (10) days of the service of written notice of intent to arbitrate, the employer’s Office of Superintendent or designee shall consult with the agent of the Union and endeavor to mutually agree upon an arbitrator to hear and decide the grievance. If the parties do not agree upon the selection of an arbitrator, either party may request a list of impartial arbitrators from the Bureau. The parties shall alternately strike names from a list of seven (7) names to be provided by the Bureau until only one (1) name remains, and the remaining name shall be the designated arbitrator. The determination of which party will commence the striking process shall be made by mutual agreement or a flip of a coin. If one (1) party refuses to strike names from the list provided by the Bureau, the other party may serve written notice of this fact upon the Bureau, with a copy of the offending party. Unless it is confirmed that the parties have otherwise selected or agreed upon an arbitrator within three (3) days of
service of the notice of refusal or failure to strike names, the Bureau shall designate one (1) name from the list previously provided to the parties and the person so designated by the Bureau shall have full power to act as the arbitrator of the grievance.

Subd. 4. Hearing The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issue before the arbitrator. The proceeding before the arbitrator shall be a hearing denovo.

Subd. 5. Decision The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties; subject, however, to the limitations of arbitrator decisions as provided by in the PELRA.

Subd. 6. Expenses Each party shall bear its own expenses in connection with arbitration including expenses relating to the party’s representatives, witnesses and any other expenses, which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses, which the parties mutually agreed are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such copy.

Subd. 7. Jurisdiction The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly submitted before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are
not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, it its order the arbitrator shall give due consideration to the statutory rights and obligations of the public School Districts to efficiently manage and conduct its operations within the legal limitations surrounding the financing of such operations.

ARTICLE XIX – GENERAL

Section 1. Tax Shelter The School District shall by resolution permit employees to request the School District to purchase annuities for the employees with an employee designated portion of the employee’s salary, which shall be deducted by the payroll officers of the District and paid by the District to an approved insurance company of the employees choice.

Section 2. Physical Examination A physical examination shall be required of all new employees at the employee’s expense.

Section 3. Union Meetings Union meetings may be held on school premises at a time when they will disrupt the routine as little as possible.

Section 4. Education The School District will reimburse employees who take classes to obtain and/or update their certification for tuition, books and transportation with prior approval. All Head Cooks and Secondary Cooks must be Serve Safe Certified and Minnesota Food Manager licensed.

Section 5. Uniforms The School District will provide a uniform allowance of $135.00 (unless the District policy increases) for each Head Cook and Cook, each year. If the School District or outside contractor requires employees to wear uniform items, such items shall be provided by the School District or outside contractor.

Section 6. Yearly Evaluations Yearly evaluations will be given to each bargaining unit employee in addition to twice during the probationary period by their immediate supervisor.
ARTICLE XX - DURATION

Section 1. Terms and Reopening Negotiations This Agreement shall remain in full force and effect July 1, 2017, through June 30, 2019, and thereafter until modifications are made pursuant to the PELRA of 1971.

Section 2. Severability The provisions of this Agreement shall be severable, and if any provision under any circumstance is held invalid, it shall not affect any other provision of this Agreement or the application of any provision thereof.

IN WITNESS WHEREOF the parties hereto have signed this Agreement this 23rd day of April, 2018.

Independent School District #192
Farmington, Minnesota

[Signature]
Chairperson

[Signature]
Clerk

International Union of Operating Engineers, Local 70

[Signature]
Business Manager

[Signature]
President

[Signature]
Recording Secretary

[Signature]
Business Representative

[Signature]
Union Steward
ATTACHMENT A

<table>
<thead>
<tr>
<th></th>
<th>July 1, 2017</th>
<th>April 1, 2018</th>
<th>July 1, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Head Cook - Secondary</td>
<td>21.15</td>
<td>22.07</td>
<td>22.51</td>
</tr>
</tbody>
</table>

The starting step 1 wage during an employee’s initial probation period shall be $.50 less than the amounts listed in the above chart.
LETTER OF AGREEMENT
TO CLARIFY ARTICLE VIII – HOURS OF SERVICE
CATERING OVERTIME PROCESS

Farmington ISD 192, hereinafter referred to as the Employer, and the International Union of Operating Engineers, Local 70, AFL-CIO, hereinafter referred to as the Union agree to the following: The process for filling the need for food preparation and serving of catering opportunities outside the regular school day shall be as follows.

1. The head cook at the building where the catering will be held (hence where the food will be prepared), will be the first person asked to work and lead the catering event. If the head cook turns down this opportunity, then the head cook highest on the overtime catering list (#2 below) will be asked (and continue down the list) until someone accepts the assignment. In the case of the high school, if a large catering event requires the high school second cook to also work with the head cook, then this person will be asked as well before going to the overtime catering list (#2 below).

2. Annually ONE overtime catering rotation list will be established to include all staff who wish to work in after school catering events. This list will include all ISD 192 food service regular staff as well as the food service contracted Unionized employees who work in ISD 192.

3. In the case that extra serves/cooks/etc... are needed at an event in addition to the head cook, the person(s) highest on the overtime catering rotation list will be asked to work. If they decline, then the next highest person will be asked until the desired number of workers is reached.

4. Once a person accepts a head cook or other assignment outside their building, they rotate to the bottom of the overtime catering rotation list. If an employee declines either a head cook or server assignment offered, they will remain at the top of the list for the next available opportunity.

5. In the event that no worker on the list is available, the Food Service Director will assign the least senior worker(s) (ISD 192 or contracted worker) to the event.
For: Farmington ISD #192

International Union of Operating Engineers, Local No. 70, AFL-CIO

Marilyn Thomas 4/23/18
Director of Human Resources date

David H. Moreau 4/23/18
Business Manager date

President date

Linda Powers 4/23/18
Recording Secretary date

Julie Mckeogh 4/23/18
Business Representative date

Sheri John 4/23/18
Union Steward date