AGREEMENT

between

INVER GROVE HEIGHTS ISD #199

and

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 70

FOOD SERVICE

July 1, 2019 through June 30, 2021
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ARTICLE I – PURPOSE

Section 1. Parties. THIS AGREEMENT is entered into between the School Board of Independent School District No. 199, Inver Grove Heights, Minnesota, hereinafter referred to as the School Board, 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 P.E.L.R.A., to provide the terms and conditions of employment for Food Service Employees during the duration of the Agreement.

ARTICLE II – RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition. In accordance with the P.E.L.R.A., the School Board recognizes the Union as the Exclusive Representative for food service employees employed by the School Board of Independent School District No. 199, which shall have those rights and duties as prescribed by the P.E.L.R.A. and described in the provisions of the Agreement.

Section 2. Appropriate Unit. The Exclusive Representative shall represent all such employees of the School District contained in the appropriate unit as certified by the Director of Mediation Services in B.M.S. Case No. 88-PR-2637 and Article III, Section 2.

Section 3. Stewards. One Union steward may attend, with pay, any employee grievance meeting, employee discipline meeting, negotiation session or negotiation preparation meeting when any of the above meetings are set by the Employer and conducted during the steward’s normal work hours.

ARTICLE III – DEFINITIONS

Section 1. Terms and Conditions of Employment. The term, “terms and conditions of employment” means the hours of employment, the compensations therefore including fringe benefits and the Employer’s personnel policies affecting the working conditions of the employees.
Section 2. Bargaining Unit. All Cook Managers, Cooks, and Cook Helpers and Cashiers employed by Independent School District No. 199 who are public employees within the meaning of Minnesota Statutes Section 179A.03. Subd. 14.

Section 3. Employee. A member of the bargaining unit.

Section 4. Other Terms. Terms not defined in the Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV – EMPLOYEE RIGHTS

Section 1. Right To Views. The Exclusive Representative recognizes all rights and obligations as set forth in Section 179A.06 of P.E.L.R.A. and other applicable Minnesota laws.

Section 2. Dues Check-Off. The Union shall be allowed dues check-off for its members. Upon receipt of a properly executed authorization card of the employee involved, the School Board shall deduct from the employee’s paycheck the dues that the employee has agreed to pay to the Union during the period provided in the said authorization. Deductions shall be made each month and transmitted to the Exclusive Representative together with a list of names of the employees from whose pay deductions were made.

ARTICLE V – SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights. The School Board recognizes all rights and obligations as set forth in Section 179A.07 of P.E.L.R.A. and other applicable Minnesota laws. Local No. 70 recognizes 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 description of policy as the functions of the Employer, its overall budget, utilization of technology, the organizational structure, selection, direction, and number of personnel.

Section 2. Management Responsibilities. Local No. 70 recognizes the right and obligation of the School Board to efficiently manage and conduct the operation
of the School District within its legal limitations and with its primary obligation to provide educational opportunities for the students of the School District.

Section 3. Effect of Law, Rules, and Regulations. Employees covered by this agreement shall perform services prescribed by the School Board and shall be governed by School Board reasonable rules, regulations, directives or orders issued by properly designated officials of the School District, except when such rules, regulations, directives or orders contradict the terms and conditions of employment of these employees. Local 70 also recognizes the right, obligation and duty of the School Board to promulgate reasonable rules, regulations, directives and orders from time to time as deemed necessary by the School Board, except when by doing so the employee’s terms and conditions of employment are contradicted.

Section 4. Reservation of Managerial Rights. The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein.

Section 5. Physical Examination. The School Board may require each new employee to the School District to complete a physical examination as a prerequisite to employment. Expense of required examinations for new District employees shall be borne by the District.

ARTICLE VI – BASIC SCHEDULE AND RATES OF PAY

Section 1. Rates of Pay. All rates of pay of employees covered by this agreement are set forth below and incorporated into this agreement. Such rates of pay shall remain in effect during the duration of this contract.

Section 2. Dates of Salary Payment. Salary checks will be paid semi-monthly of the 15th and the last day of each month.
Section 3. Salary Schedule.
Probationary Rates for Employees hired into the unit.

<table>
<thead>
<tr>
<th>Position</th>
<th>7/1/2019</th>
<th>7/1/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cook Manager – Secondary</td>
<td>$24.06</td>
<td>$24.54</td>
</tr>
<tr>
<td>Cook Manager – Elementary</td>
<td>$22.27</td>
<td>$22.72</td>
</tr>
<tr>
<td>Assistant Cook Manager Secondary</td>
<td>$20.10</td>
<td>$20.50</td>
</tr>
<tr>
<td>Cook</td>
<td>$19.47</td>
<td>$19.86</td>
</tr>
<tr>
<td>Cook Helper</td>
<td>$19.21</td>
<td>$19.58</td>
</tr>
</tbody>
</table>

Non-Probationary Rates for Employees currently in the unit or transferring to a new position.

<table>
<thead>
<tr>
<th>Position</th>
<th>7/1/2019</th>
<th>7/1/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cook Manager – Secondary</td>
<td>$25.40</td>
<td>$25.91</td>
</tr>
<tr>
<td>Cook Manager – Elementary</td>
<td>$23.59</td>
<td>$24.06</td>
</tr>
<tr>
<td>Assistant Cook Manager Secondary</td>
<td>$21.68</td>
<td>$22.11</td>
</tr>
<tr>
<td>Cook</td>
<td>$21.08</td>
<td>$21.50</td>
</tr>
<tr>
<td>Cook Helper</td>
<td>$20.53</td>
<td>$20.94</td>
</tr>
</tbody>
</table>

Subd. 1. Initial Probationary Period. The probationary period is one full calendar year, in a position covered by this Agreement, with exception of employees who are eligible for Subd 2. During such a probationary period an employee shall not have recourse if discharged by the District. Upon the completion of the probationary period, the employee shall move to the non-probationary salary schedule.

Subd. 2. Initial Probationary Period. Employees who work as a short hour cook helper (non-unit) for a period of one full calendar year and move into a position covered by this Agreement, will be required to serve a 120 calendar day probationary period. During such probationary period an employee shall not have recourse if discharged by the District. Upon the completion of the probationary period, the employee shall move to non-probationary salary schedule.

Subd. 3. Transfer Probation. Upon transfer from one classification covered by this Agreement to another classification covered by this Agreement, the employee shall serve a sixty (60) working days
probationary period in the new classification. Such probation may be extended to six (6) months by written agreement of the employee, the Union and the School District. During the probationary period the employee may be returned to her/his former classification for reasons, which will include inability to perform job requirements and/or meet performance standards set by the School District.

Section 4. Longevity Pay. Employees who have competed the following years of service in the bargaining unit shall receive longevity pay per hour in addition to the basic wage rate. Employees shall receive longevity increases on July 1 after completion of the years of service.

<table>
<thead>
<tr>
<th>Years of Service</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>After completion of 10 years</td>
<td>$0.80</td>
</tr>
<tr>
<td>After completion of 15 years</td>
<td>$0.85</td>
</tr>
<tr>
<td>After completion of 20 years</td>
<td>$0.95</td>
</tr>
</tbody>
</table>

Section 5. Working in a Higher Classification. Qualified employees in order of hours worked in the building shall have the option to assume the position. If no employee voluntarily takes the position the District shall have the right to appoint an employee. An employee assigned to perform duties of a higher classification shall be compensated at the higher rate of pay for all hours worked in the higher classification.

Section 6. Certification Pay. Cook Managers who have maintained their Level 2 School Nutrition Association certification shall be paid an additional thirty cents ($0.30) per hour. Effective July 1, 2006, an employee who is hired as a Cook Manager and already is certified and maintains the certification shall receive the additional thirty cents ($0.30); however, the newly hired Cook Manager shall not be required to be certified and would only receive certification pay provided the certification was in place at the time of being hired.

Section 7. Event Work. Event work will be defined as work outside the normal workday. The Food Service Director will determine the hours and number of staff required for events. Event work includes Food Service staff preparing and serving food, or overseeing other individuals doing the work of serving food brought in from outside sources. If a District food service kitchen or District
food service kitchen equipment is in use during an event, a food service Employee will be in attendance at the event.

Employees who work events are paid the overtime rate of pay for hours worked at the event or double time for a Sunday event. All event hours will be offered to unit Employees in order of seniority on a rotating basis. In the event that no unit Employees agree to work the event, the hours may be re-posted and rebid.

Section 8. Summer Academy. Effective for summer 2018, Summer Academy work shall be posted and bid upon by unit members. Such work shall be posted for Unit members to bid upon and shall be awarded by qualifications and seniority. An Employee shall not be able to promote to a summer school position (i.e.: cook to cook manager) unless no senior Employees bid into the promotional title. Such time worked shall not be counted towards all benefit accruals. In the event no unit employee accepts the work, then it may be filled by a non-unit employee.

Summer pay shall be as follows:

- Cook Manager: $2.50 less than the current hourly rate (including longevity and certification pay) but not less than $20.00 per hour.
- Second Cook and Cook Helper: $17.00 per hour.

ARTICLE VII – HOURS OF SERVICE

Section 1. Basic Work Week. A normal workweek shall be five (5) consecutive days, Monday through Friday, when school is in session.

Full-Time: Employees scheduled to work basic workday six (6) or more hours, while school is in session, shall be defined as a Full time Employee. Full time Employees are subject to all the terms and conditions of this Agreement.

Part-Time: Employees scheduled to work a basic workday of less than six hours, while school is in session, shall be defined as a Part-time Employee. Part time Employees are subject to all the terms and conditions of this Agreement, except Article VIII (Group Insurance), Section 6.
Section 2. Overtime.

**Subd. 1.** All work performed in excess of eight (8) hours in any one (1) day or in excess of forty (40) hours in any workweek, shall be considered overtime.

**Subd. 2.** Overtime shall be compensated at the rate of time and one-half (1-1/2) of the employee's hourly rate. Any work performed on Sunday shall be paid at the rate of two (2) times the employee's hourly rate.

**Subd. 3.** Overtime will be offered to Employees in order of seniority.

**Subd. 4.** Hours in excess of eight (8) in one day that are used for training purposes shall not be subject to the overtime provision contained in this section.

Section 3. Part-Time Employees. The School Board reserves the right to employ such personnel as it deems necessary on a part-time or casual basis pursuant to the terms of this Agreement. Employees working less than forty (40) hours per week will, if the Employer increases the scheduled hours, be given the opportunity to work more hours in their school when possible and practical, before additional part-time employees are added.

Section 4. Shifts and Starting Times. Starting time and shifts will be determined by the Food Service Director.

Section 5. The Food Service Director has the right to establish work schedules and shifts in each building. The Food Service Director may request input before establishing such schedules and shifts. Each employee will complete a time card daily recording the hours worked. The time card will be signed by the employee and submitted to the Food Service Director for final approval. At all times hours worked in addition to normal scheduled hours must receive prior approval from the Food Service Director or be in compliance with written guidelines established by the School District or its designee.

Section 6. Call Backs. An employee called back to work outside their normal schedule excluding event work, shall be compensated for a minimum of three (3) hours of pay at the employee's regular rate of pay.
Section 7. Mandatory Meetings. Employees shall be notified at least thirty (30) days in advance of mandatory meetings. Notice of meetings will be sent to each employee at their building. The Employee shall receive 1.5 times the hourly rate of pay in the event the meeting is held on the Employee’s regular day off during the school year. This does not include back to school meetings required prior to the start of the school year.

Section 8. Early Release Days. In the event that all scheduled unit Employees are not needed for the Early Release Day, the Cook Manager shall have the ability to allow Employees to work a shorter shift or adjust the start/end times on these days. If more than one Employee wants to have their schedule adjusted, seniority and qualifications will be the determining factors.

ARTICLE VIII – GROUP INSURANCE

Section 1. Health and Hospitalization Insurance. The District shall contribute up to the listed amounts effective each year as noted, towards the premium cost for coverage for each Employee who works at least thirty (30) hours per week who qualifies for and is enrolled in the District’s health and hospitalization plan. Any additional cost of the premium is borne by the Employee and paid by payroll deduction.

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Effective January 1, 2020</th>
<th>Effective January 1, 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single</td>
<td>$8,503.82</td>
<td>$8,673.90</td>
</tr>
<tr>
<td>Two -Party</td>
<td>$12,387.48</td>
<td>$12,635.23</td>
</tr>
<tr>
<td>Family</td>
<td>$12,387.48</td>
<td>$12,635.23</td>
</tr>
</tbody>
</table>

Section 2. Part-Time Health and Hospitalization. Employees not eligible for an insurance contribution from the District shall be allowed to participate in the District’s Health and Hospitalization group policy at the employee’s expense, provided the employee works at least twenty (20) hours per week.

Section 3. High Deductible Plan. The District will fund the high deductible plan 100% for the cost of single coverage. District contribution will increase the VEBA by 4% for 2-party and family coverage effective January 1 of each year.
Section 4. Dental Insurance. The District shall contribute twenty-five dollars ($25.00) per month toward the premium costs for each employee that qualifies for and is enrolled in the School District’s Dental Insurance. Employees must work twenty (20) hours per week to qualify for such insurance.

Section 5. Long Term Disability Insurance. The District shall provide every employee with long term disability insurance and shall pay the cost of the premium.

Section 6. Life Insurance. The District shall provide all employees who work twenty (20) or more hours per week with a $50,000.00 term life insurance policy with the premium being paid by the School District. Group life insurance is subject to the terms of the life insurance policy.

Section 7. Employees retiring from service with the District shall be eligible to remain with the District’s Group Insurance as per District policy.

Section 8. Involuntary Reduction Of Hours. This Section shall apply only to employees employed prior to September 11, 1990. Employees who have their hours of work reduced by the School Board causing them to become less than full-time (30 hours per week), shall continue to receive the group insurance benefits on a prorata basis according to the number of hours worked and shall not forfeit insurance benefits earned prior to the reduction of hours. Participation in the insurance benefits shall be subject to the approval of the insurance carrier.

The method to determine pro-rata insurance benefits is as follows:

\[
\text{Hours worked per week} \quad \frac{27}{30} = 90\
\]

Ninety percent (90%) of the group insurance benefits would be payable by the Inver Grove Heights School District. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.
ARTICLE IX – LEAVES

Section 1. Sick Leave.

Subd. 1. Pay. Sick leave shall be with pay.

Subd. 2. Leave Crediting and Use. Employees shall earn one (1) day of sick leave per month for ten (10) months each school year. Employees shall accumulate sick leave to a maximum of one thousand (1,000) hours. Sick Leave will be recorded in hours and one (1) day equals the amount of hours an Employee is regularly scheduled to work.

For bookkeeping purposes, an Employee shall be given credit for ten (10) days of sick leave on July 1 each year, provided that in the case of voluntary separation or removal for cause of an Employee to whom sick leave has been advanced in excess of that accumulated, the Employee is required to refund the amount paid for period of such excess.

When normal work hours are reduced for any reason the employee will not lose accumulated sick leave. Accumulation can only be reduced through usage of sick leave.

Sick leave with pay shall be allowed whenever an Employee’s absence is due to illness or injury which prevented his/her performance of duties on that day or days.

In accordance with MS 181.9413, an Employee may use personal sick leave or absences due to an illness of or injury to the Employee’s child, as defined in Section 181.940, Subd. 4, adult child, spouse, sibling, parent, mother in law, father in law, grandchild grandparent, or stepparent, for reasonable periods of time as the Employee’s attendance may be necessary, on the same terms upon which the Employee is able to use sick leave benefits for the Employee’s own illness or injury. This Section applies only to personal sick leave benefits payable to the Employee from the Employee’s accumulated sick leave.
Subd. 3. Sick Leave Deductions. Sick leave allowed shall be deducted in an amount equal to the actual time off with pay from the accrued sick leave hours.

Subd. 4. Notification. The District may require an employee to furnish verification from healthcare professional stating the absence was due to illness. In the event that a medical verification will be required, the employee will be so advised.

Subd. 5. Workers’ Compensation. In the event an employee’s absence is due to illness or injury compensable under the Minnesota Workers Compensation Act, the employee shall have the right upon written request to the School District to receive their normal pay check, providing the employee has sufficient accumulated sick leave, and agrees in writing to reimburse the school any amount equal to their Workers Compensation benefits. The School District shall deduct from accumulated sick leave sufficient hours to cover the wages paid. The School District, upon receipt of payment equal to the employee’s Workers Compensation benefit shall credit the employee’s sick leave account proportionally. Under no circumstances shall an employee receive more than their regular salary.

Section 2. Family and Medical Leave.

Subd. 1. Pursuant to the Family and Medical Leave Act. P.L. 103-3, an eligible employee shall be granted, upon written request, a leave up to a total of twelve (12) weeks of unpaid leave per year in connection with:

1. The birth and first-year care of a child;
2. The adoption or foster placement of a child;
3. The serious health condition of an employee’s spouse, child, or parent, and
4. The employee’s own serious health condition.

Subd. 2. During such a leave, eligible employees shall be eligible for regular School District group health insurance contributions as provided in this Agreement for a period of the leave, but not to exceed twelve (12) weeks per year, notwithstanding any other provisions of this Agreement.
Subd. 3. To be eligible for the benefits of this section and insurance contribution, an employee must have been employed by the School District for the previous twelve (12) months and have been employed for at least 1,250 hours during such previous twelve month period.

Subd. 4. An employee making application for leave shall inform the Human Resources Department in writing with intention to take the leave three (3) calendar months before commencement of the intended leave, and no less than thirty (30) days before commencement of the intended leave, except in emergence circumstances.

Section 3. Jury Duty. Employees called for jury duty shall not be deducted in pay and shall reimburse the School District for any payment received for jury duty, other than mileage or other expenses.

Section 4. Funeral Leave. Funeral leave may be granted with pay as follows and is not cumulative:

A. Five (5) days funeral leave will be granted upon the death of an employee’s spouse, child or parents.

B. Three (3) days funeral leave may be granted upon the death of an employee or an employee’s spouse as follows: mother, father, sibling, grandparents, grandchild, stepchild, step relative, daughter-in-law, son-in-law, sister-in-law and brother-in-law.

C. One (1) day of funeral leave shall be granted upon the death of an employee or the employee’s spouse’s aunt, uncle, niece or nephew.

D. At the discretion of the District, additional days may be added.

E. Funeral leave shall not be deducted from the accrued sick leave hours earned by the employee, with the exception of F.

F. One (1) day for those not listed in the current agreement. This day to be deducted from sick leave.
Section 5. Personal Leave.

Subd. 1. An employee will be eligible for three (3) days of essential leave per year accumulative to four (4) days. A day equals the amount of hours an employee is regularly scheduled to work.

Subd. 2. Requests for Personal Leave must be made in writing to the Food Service Director at least three (3) days in advance, except in the event of emergencies. The Food Service Director reserves the right to refuse to grant such leave if the absence of the food service worker would adversely affect the operations of the specific kitchen. In the event more than one food service worker applies for the same personal leave time the senior person has the choice.

Section 6. Unpaid Leave of Absence. Any employee may be granted up to one (1) year of unpaid leave for personal illness. The employee shall pay all insurance premiums. Sick leave and essential leave shall not accrue during this leave. Seniority shall continue. Unpaid leave for other than personal illness may be granted for up to one (1) year except when the employee while on leave is working in a paid position outside the jurisdiction of this contract.

Section 7. Paid Holiday Leave. Employees covered by this agreement shall be paid an amount equal to their regularly scheduled daily hours for MEA one (1) day, Thanksgiving, the Friday after Thanksgiving, Christmas, Christmas Eve Day, New Year’s Day, Presidents Day, one (1) day during Spring Break and Memorial Day.

Section 8. Non-Usage. If a unit member does not use a sick leave day or does not request a dockage day within the Food Service Worker Calendar, they would receive two (2) additional days’ pay for that work year. Payment for the two (2) additional days shall be made with the last check for the specific work year. (Does not include personal leave day taken.)

Section 9. Severance Through Retirement. Employees who leave their employment with the District will be paid one-half (1/2) of their accumulated sick leave if the employee has:

A. Fifteen (15) years of service and is at least age sixty (60); or
B. Has twenty (20) years of service and is at least age fifty-five (55).

Section 10. Inclement Weather.

Subd. 1. In the event school is canceled after an employee has reported for work, said employee shall receive three (3) hours pay or actual hours worked whichever is more.

Subd. 2. Emergency School Closings: In the event that school is closed for any reason and the employees are not require to perform services, employee shall have up to two (2) paid days per school year to receive pay for those days. If there are more than two (2) emergency school closing days per school year, employees may use their personal, vacation or sick days to receive pay for those days.

Section 11. Matching Annuity. Employees employed for twenty-five (25) or more hours per week may elect to participate in the District’s matching annuity program. The District will match on a dollar for dollar basis an employee’s contribution up to nine hundred fifty dollars ($950.00) annually. Effective July 1, 2016, the District will match on a dollar for dollar basis an Employee’s contribution up to one thousand dollars ($1,000.00) annually. In the event an employee’s hours are reduced involuntarily below twenty-five (25) hours per week the employee shall be allowed to continue to participate in the Districts matching annuity program, at a pro-rata basis, provided that the employee’s hours are not reduced below twenty (20) hours. Monies contributed by the District will reduce the participants other severance payments.

Section 12. Sick Leave Buy Back. Employees that reach the maximum level of sick leave shall be compensated for unused days in excess of the maximum at fifty percent (50%) of the current value payable at the end of the fiscal year.
ARTICLE X – GENERAL

Section 1. Professional Development.

Subd. 1. Staff Development. The District shall pay wages for up to eight (8) hours of training each school year or as required by the District and/or under State or Federal law. This training may include skill workshops, HACCP training, right to know, harassment training, nutrition conference, state SNA conference, related food service classes/training and food shows (1 hour each).

The Food Service Director must pre-approve requests for any paid training outside of the District. The District will not pay registration fees for any event, class, etc. that is not required, with the exception of registration for the MSNA State Conference and the MSNA Nutrition Conference. Mileage will be reimbursed for MSNA conferences. Staff with Cookie Bake funds available may use the funds to be reimbursed for registration for all other events, classes etc.

Cook Managers: Cook managers are encouraged to be members of the School Nutrition Association.

Subd. 2. Required Certification. The Cook Manager and Cook in each building are required to have a current Food Service Manager Certification through the MN Dept. of Health as a requirement for holding these positions. Certification must be received within nine months of being hired into a position requiring Certification. The District will pay for the cost of the following associated with receiving and maintaining certification:

- Training required for renewal;
- Renewal fees (for MN Dept. of Health recertification).

The District will pay the following costs for any Employee who is obtaining Serv Safe Certification in order to receive their initial Food Service Manager Certification:

- Course fee and study guide (one time only);
• Attendance at required classes (up to ten hours);
• Registration fees;
• Test fee (initial);
• Test fees for retake of the test if certification has lapsed (does not include retake of a class).

Section 2. Union Board. The Employer shall provide a location in each kitchen for posting of union notices and newsletters.

Section 3. The School District shall reimburse Employees up to $75.00 per year for non-slip shoes. An itemized receipt must be presented to receive reimbursement.

ARTICLE XI – SENIORITY

Section 1. Definition. Seniority shall be defined as the length of continuous employment with the School Board in a job classification covered by this Agreement.

Section 2. Seniority Date. Following completion of the probationary period, an employee’s seniority date shall be established as of the first day of most recent employment.

Section 3. Loss of Seniority. Employees shall lose their seniority standing in the event of retirement, resignation, failure to return from a layoff, discharge, or a layoff for more than two (2) years.

Section 4. Layoff. In the event it is necessary to reduce the work force, employees shall be laid off by affected job classification in the inverse order of their seniority (laid off employee shall have the right to replace any less senior employee in an equal or lower job classification or higher classification if the employee has successfully completed a probationary or trial period.) Employees replaced shall in turn have the right to replace any less senior employee in the same or a lower classification or in a higher classification if the employee has successfully completed a probationary or trial period. Employees who invoke the replacement rights provided herein which result in a job classification assigned to a lower or higher pay class shall be compensated in
accordance with the lower or higher pay class and their compensation step placement. A reduction greater than twenty percent (20%) shall allow an employee the right to institute replacement rights as defined above.

Section 5. Recall. Employees on layoff status shall have the right to be recalled from layoff in the inverse order of layoff. The right to recall shall expire after two (2) years. Employees on a layoff status shall have the personal responsibility to keep the School District informed of their address for the purpose of a recall notice. Notice of recall shall be by certified mail, return receipt requested, and in writing from the Human Resources Department. The notice shall include the date of return to employment and the job classification of the vacancy. Employees who do not report for employment within ten (10) days as notified or who are on layoff status for more than two (2) years shall be terminated.

Section 6. Seniority. The School District shall maintain a seniority list for employees covered by this Agreement. Each November 1st, a copy will be posted and a copy sent to the Union office and Steward. Employees shall have fifteen (15) days from the date the lists are posted to bring an appeal on their seniority status. Unless an appeal is filed, the list shall be assumed correct as posted.

Section 7. Job Opening.

Subd. 1. Posting. The District will, post notices of vacancies for a period of seven (7) calendar days. The Human Resources shall notify ten (10) month employees by mail when school is not in session.

Subd. 2. Time Limits. Posted job positions will be filled as soon as practicable, and may be filled by a “temporary” assignment of a qualified employee.

Subd. 3. The Employer shall not fill a position from outside until present Employees are given the opportunity to bid for such an opening. All requirements, qualifications, scheduled shift, number of hours, along with other relevant information shall be stated on such postings. Employees shall have seven (7) calendar days to bid for such openings. Factors to be considered in hiring for a position will include seniority, required/desirable qualifications as posted, weighted interview results,
written test results, recommendations of the Food Service Director based on the Employee’s work records and any relevant certification. Staff members moved to a higher classification through this posting procedure shall enter that classification on the same step as the one he/she occupied before the promotion. If the senior Employee does not receive the promotion, the District shall put the reasons for denying the promotion in writing before awarding the job to someone else.

Subd. 4. Long Term Temporary Vacancy. When a position becomes temporarily vacant because of a Worker’s Compensation injury or illness, absence because of sick leave, approved leave of absence, long-term disability, or an unpaid disability leave, the position shall be put up for bid and filled in accordance with Subd. 1. of this section. Such posting shall occur for absences anticipated to be in excess of sixty (60) calendar days. In the event the person is unable or unwilling to return to work on a permanent basis, the position shall be posted for permanent placement in accordance with Subd. 1. of this Section.

Section 8. Seniority Tie Breaker. Employees who start work in a position covered by this Agreement on the same date will have their seniority ranking determined by their application date. If their application date is the same it will be determined by a random drawing.

ARTICLE XII – DISCIPLINE AND DISCHARGE

Section 1. The Employer will discipline employees for just cause only. Discipline will be in one or more of the following forms:

A. Oral reprimand.
B. Written reprimand.
C. Suspension.
D. Demotion.
E. Discharge.

Section 2. Written reprimands, suspensions, demotions and discharges will be in written form.
Section 3. Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be read and the employee shall acknowledge by signature they were given a copy. Employees and the Union will receive a copy of such reprimands and/or notices.

Section 4. Employees and/or their designated representative may examine their own individual files and/or may authorize their chosen representative to examine their personnel files at reasonable times under the direct supervision of the Employer.

Section 5. Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning.

Section 6. Grievances relating to this Article may be initiated by the Union in Step Two of the grievance procedure.

ARTICLE XIII – GRIEVANCE PROCEDURE

A grievance is defined as a dispute or disagreement as to the interpretation of or application of any term or terms contained in this Agreement.

Section 1. Definitions. The following definitions shall be applied for this Article:


Subd. 2. Grievance. “Grievance” means a dispute or disagreement regarding the application or interpretation of any term of a contract or disagreement regarding the existence of just cause in the discipline of any employee or the termination of non-probationary employees.

Subd. 3. Non-Probationary. “Non-Probationary” means an employee who has completed an initial probationary period required under this contract.

Subd. 4. Party. “Party” means either the exclusive representative and its authorized agent or the employer and its authorized representative.
Subd. 5. Service. "Service" means personal delivery or service by the United States Postal Service, postage prepaid and addressed to the individual or organization at its last known mailing address. Service is effective upon deposit with the United States Postal Service.

Section 2. Computation of Time. In computing any period of time prescribed or allowed by this Article, the day or act or event upon which a period of time begins to run shall not be included. The last day of the time period shall be included unless it is a Saturday, Sunday or holiday.

Section 3. Procedure.

Subd. 1. Step One. When an employee or group of employees has a grievance, the employee or an agent of the exclusive representative shall reduce the grievance to writing using the Grievance Report form and file it with the employee’s immediate supervisor within twenty-one (21) days after the employee, through the use of reasonable diligence, should have had knowledge of the event or act giving rise to the grievance. The supervisor shall then attempt to resolve the matter and shall respond in writing to the grievant and the agent of the exclusive representative within five (5) days after the grievance is presented.

Subd. 2. Step Two. If the supervisor has not been able to resolve the grievance or has not responded in writing within the time period provided in Step One, the previously written grievance may be served on the Business Manager by the exclusive representative. The written grievance shall provide a concise statement outlining the nature of the grievance, the provisions of the contract or the just cause situation in dispute, and a statement of the relief or remedy requested. The written grievance should be served on the Business Manager within fifteen (15) days after the immediate supervisor’s response was due under Step One. The Business Manager shall meet with the agent of the exclusive representative within five (5) days of the meeting. The response shall contain a concise statement of the Employer’s position on the grievance and the remedy or relief the Employer is willing to provide, if any.

Subd. 3. Step Three. If the grievance is not resolved under Step Two, the exclusive representative may serve the written grievance upon the Chief
Administrator of the Employer or that person’s designated representative within ten (10) days after the written response required (Step Two) was due. An agent of the exclusive representative shall meet the Chief Administrator or designee within five (5) days of service of the written grievance and they shall attempt to resolve the matter. The Chief Administrator or designee shall serve a written response to the grievance on the agent of the exclusive representative within five (5) days of the meeting.

**Section 4. Arbitration**

**Subd. 1. Referral to Arbitration.** If the response of the Chief Administrator or designee is not received within the period provided in Step Three or is not satisfactory, the exclusive representative may serve written notice on the Employer of its intent to refer the case to arbitration within ten (10) days after the response required by Step Three is due.

**Subd. 2. Selection of Arbitrator.** Within ten (10) days of the service of written notice of intent to arbitrate, the Employer’s Chief Administrator or designee shall consult with the agent of the exclusive representative and endeavor to mutually agree upon on 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 five (5) names to be provided by the Bureau until only one 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.

**Subd. 3. Arbitration Expenses.** The Employer and the exclusive representative shall share equally the arbitrator’s fees and necessary expenses. Cancellation fees shall be paid by the party requesting the cancellation and any fees incurred as the result of a request for clarification shall be paid by the party requesting the clarification. Each party shall be responsible for compensating its own representatives and witnesses except to the extent provided by Section 5 of this Article.
Subd. 4. Transcripts and Briefs. If a verbatim record is required, it may be prepared providing the party desiring the record pays the cost and makes a copy available to the other party and the arbitrator without charge. The arbitrator may maintain written notices of the hearing and may use an electronic recording device to supplement the note taking. These notes shall be considered the arbitrator’s private and personal property and shall not be made available to the parties or another third party. If a recording device is used by the arbitrator to supplement the arbitrator’s notes, the arbitrator shall retain the recording for a period of ninety (90) days following the issuance of the award.

Section 5. Processing of Grievances.

Subd. 1. Release Time. To the fullest extent feasible, the processing of grievances under Article XIII shall be conducted during the normal business hours of the Employer. Employees designated by the exclusive representative shall be released from work without loss of regular non-overtime earnings as a result of their necessary participation in meetings or hearings held pursuant to this Article, whenever such release is consistent with the ability of the Employer to conduct safe and reasonable operations. No more than two (2) employees shall be entitled to compensation for participation in a single meeting or hearing with respect to any one grievance.

Subd. 2. Waiver of Steps. The parties may, by written mutual agreement, waive participation in the grievance steps and may similarly agree to extend the time limits established.

Subd. 3. Time Limits. A failure to raise a grievance within the time limits specified, or to initiate action at the next step of the procedure within the time limits in these parts shall result in forfeiture by the exclusive representative of the right to pursue the grievance. A failure of an Employer representative to comply with the time periods and procedures shall constitute a denial of the grievance and the employee or exclusive representative may appeal to the next level.
ARTICLE XIV – DURATION

Section 1. Term and Re-opening Negotiations. This Agreement shall remain in full force and effect for a period commencing on July 1, 2019 through June 30, 2021 and thereafter until modifications are made pursuant to the Act. If either party desires to modify or amend this Agreement commencing on July 1, 2019, it shall give written notice of such intent no later than May 1, 2021.

Section 2. Severability. The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.
IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

For: Inver Grove Heights
ISD #199

[Signature]
Board Chair

[Signature]
Clerk

Michele Carroll,
Human Resources Director

For: International Union of
Operating Engineers, Local 70

David Monsour, Business Manager

[Signature]
Michael Dowdle, President

[Signature]
Linda Powers, Recording Secretary

[Signature]
Kennie Wieken, Business Representative

Lori Kadrlik, Steward

Kathy Shoop, Steward

Pam Hough, Committee Member

Anne Toomey, Committee Member

Date:

7/24/2019

Date:
LETTER OF AGREEMENT

Inver Grove Heights ISD #199, 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:

If classes resume prior to Labor Day, eligible Employees shall be paid an amount equal to their regularly scheduled daily hours.

For: Inver Grove Heights ISD #199

[Signature]
Board Chair
Rachel Johnson
Clerk
Michele Carroll, HR Director

For: International Union of Operating Engineers, Local 70

[Signature]
David Monsour, Business Manager
Ken Wieken, Business Representative
Lori Kadnik, Steward
Kathy Shoop, Steward
Pam Hough, Committee Member
Anne Toomey, Committee Member

(Date: 7/24/2019)

KW/jcb/opeiu#12
LETTER OF AGREEMENT

Inver Grove Heights ISD #199, 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 Rates of Pay and Scheduling issues will be discussed for the summer work of 2020.

For: Inver Grove Heights ISD #199
Michele Carroll, HR Director

For: International Union of Operating Engineers, Local 70
Ken Wieken, Business Representative
Lori Kadriik, Steward
Kathy Shoop, Steward
Pam Hough, Committee Member
Anne Toomey, Committee Member

Date: 7/24/2019

KW/jcb/opeiu#12