SAINT PETER PUBLIC SCHOOLS

Agreement

with

Food Service Employees

2019-2020
and
2020-2021
# TABLE OF CONTENTS

**ARTICLE 1. PURPOSE**  
- Section 1. Parties  
  1

**ARTICLE 2. RECOGNITION OF EXCLUSIVE REPRESENTATIVE**  
- Section 1. Recognition  
- Section 2. Appropriate Unit  
  1

**ARTICLE 3. DEFINITION**  
- Section 1. Terms and Conditions of Employment  
- Section 2. Description of Appropriate Unit  
- Section 3. Full-Time Employee  
- Section 4. Other Terms  
  2

**ARTICLE 4. SCHOOL BOARD RIGHTS**  
- Section 1. Inherent Managerial Rights  
- Section 2. Management Responsibilities  
- Section 3. Effect of Laws, Rules, and Regulations  
- Section 4. Reservation of Managerial Rights  
- Section 5. Termination  
  3

**ARTICLE 5. EMPLOYEE RIGHTS**  
- Section 1. Right to Views  
- Section 2. Right to Join  
- Section 3. Request for Dues Check Off  
- Section 4. Fair Share Fee  
  3

**ARTICLE 6. RATES OF PAY**  
- Section 1. Rates of Pay  
  - Subd. 1  
  - Subd. 2  
  - Subd. 3  
  4

**ARTICLE 7. GROUP INSURANCE**  
- Section 1. Selection of Carrier  
- Section 2. Health and Hospitalization Insurance  
- Section 3. Dental  
- Section 4. Income Protection Insurance  
- Section 5. Life Insurance  
- Section 6. Duration of Insurance Contribution  
- Section 7. Reduction of Hours  
- Section 8. Retirement  
  5
ARTICLE 8. LEAVES OF ABSENCE

- Section 1. Sick Leave
  - o Subd. 1
  - o Subd. 2
  - o Subd. 3
  - o Subd. 4
  - o Subd. 5
  - o Subd. 6
  - o Subd. 7
- Section 2. Serious Illness and Death Leave
- Section 3. Special Leave and Holidays
  - o Subd. 1
  - o Subd. 2
  - o Subd. 3
- Section 4. Workers' Compensation
  - o Subd. 1
  - o Subd. 2
  - o Subd. 3
  - o Subd. 4
  - o Subd. 5
- Section 5. Maternity Leave
  - o Subd. 1
  - o Subd. 2
  - o Subd. 3
  - o Subd. 4
  - o Subd. 5
  - o Subd. 6
  - o Subd. 7
  - o Subd. 8
  - o Subd. 9
  - o Subd. 10
  - o Subd. 11
  - o Subd. 12
  - o Subd. 13
  - o Subd. 14
- Section 6. Personal Leave
- Section 7. School Conference and Activities Leave

ARTICLE 9. HOURS OF SERVICE

- Section 1. Basic Work Week
- Section 2. Basic Work Year
- Section 3. Shifts and Starting Time
- Section 4. School Closing
- Section 5. Overtime
ARTICLE 10. UNIFORMS
  • Section 1.

ARTICLE 11. RETIREMENT
  • Section 1. Pay for Unused Sick Leave Upon Retirement
  • Section 2. Insurance After Retirement

ARTICLE 12. JURY DUTY
  • Section 1.

ARTICLE 13. GRIEVANCE PROCEDURE
  • Section 1. Grievance Definition
  • Section 2. Representative
  • Section 3. Definitions and Interpretations
    o Subd. 1. Extension
    o Subd. 2. Days
    o Subd. 3. Computation of Time
    o Subd. 4. Filing and Postmark
  • Section 4. Time Limitation and Waiver
  • Section 5. Adjustments of Grievance
    o Subd. 1. Level I
    o Subd. 2. Level II
    o Subd. 3. Level III
  • Section 6. School Board Review
  • Section 7. Denial of Grievance
  • Section 8. Arbitration Procedures
    o Subd. 1. Request
    o Subd. 2. Prior Procedure Required
    o Subd. 3. Selection of Arbitrator
    o Subd. 4. Submission of Grievance Information
    o Subd. 5. Hearing
    o Subd. 6. Decision
    o Subd. 7. Expenses
    o Subd. 8. Jurisdiction

ARTICLE 14. SENIORITY
  • Section 1. Probation Period
  • Section 2. Definitions
    o Subd. 1. Seniority
    o Subd. 2. Promotional Seniority
• Subd. 3. Loss of Seniority 17
• Section 3. Job Openings 17
  • Subd. 1. Posting 17
  • Subd. 2. Filling Vacancies 17
• Section 4. Seniority List 17

ARTICLE 15. STAFF REDUCTION
• Section 1. Notification 18
• Section 2. Order of Lay-Off 18
• Section 3. Recall 18
• Section 4. Tie-breaker 18
• Section 5. Temporary Lay-Off 18

ARTICLE 16. PUBLIC OBLIGATION
• Section 1 18
• Section 2 18

ARTICLE 17. DURATION
• Section 1. Term and Reopening Negotiations 19
• Section 2. Effect 19
• Section 3. Finality 19
• Section 4. Severability 19

SIGNATURE PAGE 20

SALARY SCHEDULE 21

FOOD SERVICE STIPEND PROGRAM 22
MASTER AGREEMENT
WITH
FOOD SERVICE EMPLOYEES

ARTICLE 1—PURPOSE

SECTION 1. PARTIES: This agreement is entered into between the School Board of Independent School District 508, Saint Peter, Minnesota, hereinafter referred to as the board, and the Local Union 70, International Union of Operating Engineers, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the PELRA, to provide the terms and conditions of employment for Food Service Employees of Saint Peter Independent School District 508 for the duration of this agreement.

ARTICLE 2—RECOGNITION OF EXCLUSIVE REPRESENTATIVE

SECTION 1. RECOGNITION: In accordance with the PELRA, the board recognizes Local Union 70, International Union of Operating Engineers, as the exclusive representative for food service employees employed by the Board of Independent School District 508, which exclusive representative 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 exclusive representative shall represent all such employees of the district contained in the appropriate unit as defined in Article III, Section 2, of this agreement and the PELRA, and in certification by the Director of Mediation Services, if any.

ARTICLE 3—DEFINITION

SECTION 1. TERMS AND CONDITIONS OF EMPLOYMENT: Terms and conditions of employment shall mean the hours of employment, the compensation therefor including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees.

SECTION 2. DESCRIPTION OF APPROPRIATE UNIT: For purposes of this agreement, the term Food Service Employee shall mean all persons in the appropriate unit employed by the board in such classifications excluding the following: confidential employees, supervisory employees, part-time employees whose services do not exceed the lesser of 14 hours per week or 35 percent of the normal work week in the employee's bargaining unit, employees who hold positions of a temporary or seasonal character as defined by the PELRA.
SECTION 3. FULL-TIME EMPLOYEE: A full-time employee shall be any member who works at least 7 hours per day for a minimum of 35 hours per week.

SECTION 4. OTHER TERMS: Terms not defined in this agreement shall have those meanings as defined by the PELRA.

ARTICLE 4—SCHOOL BOARD RIGHTS

SECTION 1. INHERENT MANAGERIAL RIGHTS: The exclusive representative recognizes that the board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

SECTION 2. MANAGEMENT RESPONSIBILITIES: The exclusive representative recognizes the right and obligation of the board 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 exclusive representative recognizes that all employees covered by this agreement shall perform the services and duties prescribed by the board and shall be governed by the laws of the state of Minnesota, and by board rules, regulations, directives, and orders, issued by properly designated officials of the school district. The exclusive representative also recognizes the right, obligation, and duty of the board and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time as deemed necessary by the board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this agreement and recognizes that the board, all employees covered by this agreement, and all provisions of this agreement are subject to the laws of the state. Any provisions of this agreement found to be in violation of any such laws, rules, regulations, directives, or orders shall be null and void and without force and effect.

SECTION 4. RESERVATION OF MANAGERIAL RIGHTS: The foregoing enumeration of board rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this agreement are reserved to the board.

SECTION 5. TERMINATION: The board reserves the absolute right to reduce
the number of employees if it would result in a more efficient operation. However, other than reduction of staff, discontinuance of position, or release for health reasons, a member of the bargaining unit can be terminated from his/her position only for just cause.

ARTICLE 5—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 employee's 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 designated to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

SECTION 2. RIGHT TO JOIN: Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the board.

SECTION 3. REQUEST FOR DUES CHECK OFF: The exclusive representative shall be allowed dues check off for its members, provided that dues check-off and the proceeds thereof shall not be allowed to any exclusive representative that has lost its right to dues check off. Upon receipt, by the District Office of Independent School District 508, on or before July 10, of a properly executed authorization card of the employee involved, District 508 shall 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, in 12 equal monthly amounts.

SECTION 4. FAIR SHARE FEE: In accordance with M.S. 179.65, Subd. 2, any employee included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee required of any employee shall not exceed his/her pro rata share of the specific expenses incurred for services rendered by the exclusive representative in relationship to negotiations and administration of grievance procedures for employees in the appropriate unit.

Upon 30 days notice in writing to the district office of the name of the employee and the amount of the fair share fee certified by the exclusive representative, the board will deduct such fair share fee in installments from such
employee's paycheck each month, and will forward such fees to the exclusive representative. The exclusive representative agrees to notify the employer promptly whenever any employee subject to a fair share fee deduction becomes a member of the exclusive representative, and no further fair share fee deductions for such employee will thereafter be made. Any dispute as to the amount of such fee shall be solely between the exclusive representative and the employee involved.

The exclusive representative hereby warrants and covenants that it will defend, indemnify and save the board harmless from any and all actions, suits, claims, damages, judgments, and executions or other forms of liability, liquidated or unliquidated, 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 exclusive representative as provided herein.

ARTICLE 6—RATES OF PAY

SECTION 1. RATES OF PAY:

Subd. 1. The wages and salaries reflected in Schedule A attached hereto shall be a part of the agreement for the period commencing July 1, 2019, to June 30, 2021. Wages shall be paid twice monthly, (the 15th or the last banking day prior to the 15th and the last banking day of the month), and all paychecks shall be deposited directly in the designated bank account.

Subd. 2. Employees eligible for a salary adjustment because of attaining certification hours will have their wages adjusted the first of the month after they have provided the personnel department with a copy of the certificate for additional hours. Qualifications which have not been submitted 15 days prior to the end of the month will be considered to have been received the following calendar month.

Subd. 3. Working out of classification (head cook). When an employee is assigned to do the work of a higher paid classification (head cook), the employee shall receive the rate of pay appropriate to said higher classification.

SECTION 2: Substitutes shall be paid at the rate for which they are licensed or certified.
ARTICLE 7—GROUP INSURANCE

SECTION 1. SELECTION OF CARRIER: The selection of the insurance carrier and policy shall be made by the school board.

SECTION 2. HEALTH AND HOSPITALIZATION INSURANCE: The school district shall pay full single insurance up to a maximum of twelve thousand five hundred dollars ($12,500.00) per year at the Veba 834 Level for full-time employees. The employee may credit the amount towards any of the school district's insurance policies.

Health insurance shall be offered to all employees who meet federal guidelines and requirements under the Affordable Care Act. All health insurance costs for these employees will be paid by the employee.

It is understood that the school district's only obligation is to purchase an insurance policy and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

SECTION 3: DENTAL: The district shall provide dental insurance to all full-time employees. The employee shall be responsible for 50 percent of the annual premium. This goes into effect January 1, 1998.

SECTION 4. INCOME PROTECTION INSURANCE: The school district shall contribute a sum not to exceed $120.00 per year toward the premium of income protection insurance for all full-time food service employees beginning sixty (60) calendar days after the injury or illness and extending to age sixty-five (65).

SECTION 5. LIFE INSURANCE: The school district shall contribute a sum equal to the premium for a $50,000 group life insurance policy for each full-time food service employee of the district for the term of this contract.

The school district shall contribute a sum equal to the premium for a $10,000 group life insurance policy for each food service employee who works 20 hours or more per week.

SECTION 6. DURATION OF INSURANCE CONTRIBUTION: An employee is eligible for board contributions as provided in this article as long as the employee is employed by the school district. Upon termination of employment, all board participation and contribution shall cease effective on the last working day unless otherwise dictated by law.
SECTION 7. REDUCTION OF HOURS: Whenever a full-time employee's hours are reduced to the point where the number of hours falls below the minimum necessary to qualify for group insurance coverage, the exclusive representative will try to continue health insurance with the group carrier at the employee's own expense, and the employer will assist in that endeavor. This provision shall also apply to employees who have experienced a reduction of hours placing them in this category as of the date of this contract. The employer will allow premiums to be paid by payroll deduction so long as the employee pays the entire premium.

SECTION 8. RETIREMENT: An employee meeting retirement qualifications of ten (10) years of services and age 55 may remain in the district's health insurance plans after retirement at the employee's expense.

ARTICLE 8—LEAVES OF ABSENCE

SECTION 1. SICK LEAVE:

Subd. 1. All employees shall earn sick leave at the rate of one (1) day for each month of service in the employment of the school district. Sick leave shall accumulate to 180 days.

Subd. 2. Sick leave with pay shall be allowed by the school board whenever an employee's absence is found to have been due to illness which prevented his/her attendance and performance of duties on that day or days. An employee will also be granted paid sick leave for absences due to illness of the employee's family members, in accordance with the current law.

Subd. 3. The board may require an employee to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. The board, upon the recommendation of the business manager, shall make the determination as to the eligibility of an employee for sick leave provided, however, that any such determination shall be subject to grievance.

Subd. 4. In the event that a medical certificate is required, the employee will be so advised.

Subd. 5. Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Subd. 6. Sick leave shall be approved only upon submission of a signed request upon the authorized sick leave pay request form available at the office.
Subd. 7. Sick leave may be used for an appointment with a specialist providing the employee, upon request, furnishes a statement from a qualified physician.

SECTION 2. SERIOUS ILLNESS AND DEATH LEAVE:

An employee covered by this contract may be granted up to 6 days of non-accumulative serious illness or death leave annually which may be used for serious illness or death in the immediate family. The immediate family shall include Spouse, father, mother, brother, sister, children, grandparents, grandparents-in-law, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, or equivalent step-family member, or any other relative or non-relative living in the household with the employee. Three of the 6 days may be used for extended family or close friend. In the event of a second or any additional death to the following members of the immediate family—spouse, children, father, mother, brother, sister, father-in-law, mother-in-law, grandchildren, or equivalent step-family member, or anyone residing in the household at the time of their death, additional leave will be granted not to exceed 5 full days per death. Any additional days will be taken at full deduction in pay.

SECTION 3. SPECIAL LEAVE AND HOLIDAYS:

Subd. 1. A leave of absence without pay for personal reasons may be approved by the business manager.

Subd. 2. The employee shall not be compensated for any holidays nor will any compensatory time be allowed for any holidays.

Subd. 3. Employees covered by this contract shall receive one floating holiday each school year. Any employee who does not take their floating holiday will be reimbursed for the day at the end of the school year. Employees pay for the floating holiday will be figured by taking their hourly rates times their normal work hours for a day.

SECTION 4. WORKERS’ 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 Workers’ 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 pro rata 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 a copy of his/her Workers' compensation check and said amount of workers' compensation payment will be deducted from gross wages on paycheck.

SECTION 5. MATERNITY LEAVE:

Subd. 1. Sick Leave: A food service employee who is pregnant may use sick leave for that period of time allowed under the Family Leave Act. Any sick leave under this section is limited to the earned sick leave accrued by the employee at the time of taking the leave.

Subd. 2. Maternity Leave: A food service employee who is pregnant may take an extended maternity leave of absence that extends beyond the time allotted under the Family Leave Act provided she follows the procedure herein set forth. A food service employee who is granted a maternity leave cannot claim sick leave during the period that she is on maternity leave.

Subd. 3. An employee shall be afforded a maternity leave of absence provided she follows the procedures outlined in this section. Failure to comply with provisions of this section shall constitute grounds for denying a maternity leave and under such circumstances the employee's employment shall be terminated by the school board.

Subd. 4. An employee who is pregnant may take sick leave as provided in Subd. 1 herein or may take an extended leave of absence or resign her position.

Subd. 5. A pregnant employee shall notify the business manager in writing not later than the end of the fourth month of pregnancy and, also at such time, provide a physician's statement indicating the estimated date of delivery of the
Subd. 6. The employee shall submit a written request to the business manager for a maternity leave including commencement date and return date, or, if the employee so elects, a written resignation, pursuant to the dates recommended by the business manager under Subd. 5 hereof.

Subd. 7. The effective beginning date of such leave and its duration, or resignation if the employee elects, shall be submitted by the business manager to the school board for its action. In recommending the date of commencement and duration of the leave or the effective date of the resignation, the business manager shall review each case on its individual merits taking into consideration the following:

1. The continuity of the Food Service Program
2. The desires of the employee
3. The individual capacity of the employee
4. The specific employment duties of the employee involved
5. The effect of the pregnant condition upon the employee's efficiency
6. The health and welfare of the employee or unborn child
7. The recommendation of the employee's physician, if any
8. The availability of a replacement employee

Subd. 8. In making a determination under Subd. 7 concerning the commencement and duration of a maternity leave of absence, or resignation if the employee elects to resign, the school board shall not, in any event, be required to:

1. Grant any maternity leave for more than 12 months in duration.
2. Permit the employee to return to her employment prior to the date designated in the request for a maternity leave, except in the case of stillbirth or miscarriage, in which event consideration for an earlier return would be given by the business manager.

Subd. 9. If the employee complies with all provisions of this section and a maternity leave is granted by the school board, the school board shall notify the employee in writing of its action.
Subd. 10. An employee returning from maternity leave shall be re-employed in a position occupied prior to the leave subject to the following conditions:

1. That her position in the district has not been abolished under the conditions covered in the article concerning unrequested leave of absence.

2. That she is able to perform the duties of the position.

3. That she returns on the date designated on the request for leave approved by the school district provided, however, that if complications develop as verified in writing by the employee's physician, which prohibit such return, the employee may extend her leave up to one (1) year from the commencement date of the leave.

Subd. 11. Failure of the employee to return pursuant to the date determined in this section shall constitute grounds for termination in the school district.

Subd. 12. An employee who returns from maternity leave within the provisions of this section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this agreement at the commencement of the beginning of the leave. The employee shall not accrue additional experience credit or leave time during the period of absence for maternity leave.

Subd. 13. An employee on maternity leave is eligible to participate in group insurance programs as provided by the Family and Medical Leave Act. A food service employee may continue health insurance coverage beyond the Family and Medical Leave Act at her own expense while on maternity leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the district pursuant to this section.

Subd. 14. Any extended maternity leave as herein provided shall be without pay.

SECTION 6. PERSONAL LEAVE: Any full-time employee who works less than the full year shall receive 1 personal leave day at the discretion of the employee, and the leave can be accumulated to a maximum of two days, for situations that arise requiring the employee's personal attention to matters that cannot be attended to when school is not in session and which are not covered under other provisions of this contract. Request for a personal leave must be made in writing to
the business manager at least 2 days in advance, except in the event of an emergency. The request shall state the reason for the proposed leave. All leaves must have prior approval.

It is intended by this section to provide a personal leave day for nine-month employees and it shall not cover part-time or full-time employees.

SECTION 7. SCHOOL CONFERENCE AND ACTIVITIES LEAVE: An employee will be granted school conference classroom activities leave in accordance with the current law.

ARTICLE 9—HOURS OF SERVICE

SECTION 1. BASIC WORKWEEK: The basic workweek shall consist of 35 hours. The basic workday shall consist of 7 hours, excluding a one-half hour noon lunch period.

SECTION 2. BASIC WORK YEAR: The basic work year for employees shall be 177 days.

SECTION 3. Shifts and starting time: All employees will be assigned starting time and shifts as determined by the school board.

SECTION 4. SCHOOL CLOSING: In the event of a late start, the food service employee shall work the student-contact hours applicable to the late-start school day. In the event of an early dismissal, the food service employee shall work the student-contact hours applicable to the early dismissal. On late start and early dismissal days the food service employee will be paid for their regular number of contracted hours.

In the case of school being closed for a flexible learning day, the food service employee will not be required to make up the first two (2) flexible learning days provided that the day(s) are not rescheduled. In the event that the day(s) are rescheduled, the food service employee shall perform regularly assigned duties, as the School District shall determine. In the event of any additional flexible learning days, the food service employee will have the option of reporting to work as scheduled, not making up the day (resulting in loss of pay) or making up the day at a time that is mutually agreeable to the food service employee and the building principals. Documentation that the day has been made up must be provided to the District Office by June 15 of each year. Failure to make up work as agreed to will result in loss of pay.
SECTION 5. OVERTIME:

Subd. 1. An employee who is directed to work beyond the regular 35 hour week shall receive a minimum of one hour's pay.

Subd. 2. Overtime at the rate of time and one-half (1-1/2) shall be paid for work performed beyond the regular 35 hours per week.

Subd. 3. Overtime at the rate of time and one-half (1-1/2) shall be paid for any work performed on Saturdays, Sundays, and legal holidays.

Subd. 4. All overtime for employees, except in case of emergency, must be approved in advance by the business manager.

ARTICLE 10—UNIFORMS

SECTION 1. The district will provide uniforms for each food service worker. Uniform allowance to be $150 per each year of the contract.

ARTICLE 11—RETIREMENT

SECTION 1. Upon retirement from full-time employment at age fifty-five (55) or thereafter, or on retirement after 10 consecutive years of full-time employment in District 508, a cook shall be paid $25 per day for each day of accumulated unused sick leave up to a maximum of 160 days. Upon retirement from part-time employment at age 55 or thereafter, or on retirement after 10 consecutive years of part-time employment in District 508, a cook shall be paid $10 per day for each day of accumulated unused sick leave up to a maximum of 100 days.

SECTION 2. INSURANCE AFTER RETIREMENT: An employee qualifying under Article 11, Section 1, may remain in the district’s health insurance plan at his/her own expense.

ARTICLE 12—JURY DUTY

SECTION 1. All unlicensed employees of school district 508 shall continue to receive their regular compensation when called for jury duty. A deduction shall be made equal to the compensation paid by the court to the employee, except for
mileage and any meal allowance.

ARTICLE 13—GRIEVANCE PROCEDURE

SECTION 1. GRIEVANCE DEFINITION: A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the board as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this agreement.

SECTION 2. REPRESENTATIVE: The employee, administrator, or board may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.

SECTION 3. DEFINITIONS AND INTERPRETATIONS:

Subd. 1. Extension: Time limits 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 weekdays not designated as holidays by state law.

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 business manager or designee, setting forth the facts and the specific provision of the agreement allegedly violated and the particular relief sought within 20 days after the date the event giving rise to the grievance occurred. Failure to file any grievance from one level to another within the time periods 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 business manager.
SECTION 5. ADJUSTMENTS OF GRIEVANCE: The board and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the school district in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the business manager, or the business manager's designee, shall give a written decision on the grievance to the parties involved within 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 board committee thereof, provided such appeal is made in writing within 5 days after receipt of the decision in Level I. If a grievance is properly appealed to the board committee, the board shall set a time to meet regarding the grievance within 15 days after receipt of the appeal. Within 10 days after the meeting, the board committee shall issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the board, provided such appeal is made in writing within 5 days after receipt of the decision in Level II. If a grievance is properly appealed to the school board, the board shall set a time to hear the grievance within 20 days after a receipt of the appeal. Within 20 days after the meeting, the board shall issue its decision in writing to the parties involved.

At the option of the board, a committee of representative(s) of the board may be designated by the board to hear the appeal at this level, and reports its finding and recommendations to the board. The board shall then render its decision.

SECTION 6. SCHOOL BOARD REVIEW: The board reserves the right to review any decision issued under Level I or Level II of this procedure provided the board or its representative notifies the parties of its intention to review within 10 days after the decision has been rendered. In the event the board reviews a grievance under this section, the board reserves the right to reverse or modify such decision.

SECTION 7. DENIAL OF GRIEVANCE: Failure by the board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

SECTION 8. ARBITRATION PROCEDURES: In the event that the employee and the board 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 business manager within 10 days following the decision in Level III of the grievance procedure.

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

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within 10 days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Bureau of Mediation Services (BMS) to appoint an arbitrator, pursuant to M.S. 179.70, subd. 4, providing such request is made within 20 days after request for arbitration. The request shall ask that the appointment be made within 30 days after the receipt of said request. Failure to agree upon an arbitrator within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

1. Upon appointment of the arbitrator, the appealing party shall within 5 days after notice of appointment forward to the arbitrator, with a copy to the board, the submission of the grievance which shall include the following:
   a. The issues involved
   b. Statement of the facts
   c. Position of the grievance
   d. The written documents relating to Section 5, Article XII of the grievance procedure.

2. The school board may make a similar submission of information relating to the grievance either before or at the time of the hearing.

Subd. 5. 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 issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 6. Decision: The decision by the arbitrator shall be rendered within 30 days after the close of the hearing. Decisions by the arbitrator in cases properly before her/him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in the PELRA.

Subd. 7. 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 agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such copy.

Subd. 8. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not exceed 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, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operations within the legal limitations surrounding the financing of such operations.

ARTICLE 14—SENIORITY

SECTION 1. PROBATION PERIOD: The first 6 months of employment shall be considered a probationary period. Probationary employees must successfully complete 4 hours of food service training during the probationary period. Training dates, times and details will be communicated to probationary employees by the food service director. Failure to complete such training will be considered
Food Service Agreement
2019-2020 and 2020-2021

unsatisfactory completion of the probationary period. During such probationary period an employee shall have no recourse if discharged by the district and cannot bid on any job posting. Upon satisfactory completion of the probationary period, the employee shall be entitled to seniority standing from most recent date of hire by the district.

SECTION 2. DEFINITIONS:

Subd. 1. Seniority: Seniority shall be defined as the total length of service from most recent date of hire an employee has with the school district in all positions covered by this contract.

Subd. 2. Promotional Seniority: If an employee is assigned to a supervisory position with the school district, that employee will retain their bargaining unit/classification seniority at the time of their promotion for 24 months, but shall not earn additional seniority time.

Subd. 3. Loss of Seniority: Seniority shall be lost by any of the following:

1. Voluntary quit
2. Discharge
3. Failure to report for work within 7 working days of mailing notification of recall from lay-off
4. Lay-off for more than 24 months

SECTION 3. JOB OPENINGS:

Subd. 1. Posting: In the event of a job opening and/or a new position, said job opening and/or new position will be posted within 5 working days of event. The job shall be posted for a period of 5 working days. Bargaining unit members shall be given the opportunity to bid for job openings.

Subd. 2. Filling Vacancies: When a qualified employee bids from a position in the same or a lower classification, seniority will be the main factor in filling the vacancy. When an employee bids for a position in a higher classification the employer will fill the position with the most qualified employee from the unit, however, the district reserves the right to hire outside the unit if such an applicant is more qualified. Under any circumstances if qualifications are substantially equal, the district personnel director will give preference to the senior employee. An employee not given a position may request a written explanation.
The district will consult with the building head for input before making a decision on qualifications and the filling of a vacancy.

SECTION 4. SENIORITY LIST: The employer agrees to prepare and post a seniority list covering all employees in the classifications covered by this contract. The seniority list shall be prepared and posted every year. Unless a written and dated statement challenging the seniority standing of any employee is filed within 15 working days after the date the seniority list is posted, the seniority standing of the employees as shown on such seniority list shall be deemed to be correct. The union and union steward shall be furnished in January of each year a current list of employees in the bargaining unit showing their date of hire and position held. Upon request of the union steward, the seniority list shall be updated.

ARTICLE 15—STAFF REDUCTION

SECTION 1. NOTIFICATION: In the event lay-off becomes necessary the school district shall notify the union office and the employees involved at least thirty (30) calendar days in advance.

SECTION 2. ORDER OF LAY-OFF: Whenever, at the sole discretion of the board, it is deemed appropriate to reduce the number of employees of the food service staff, the order of termination of employment shall be in the reverse order of employment, i.e., the last person employed (whether he or she be full or part-time) shall be first person to be terminated, provided other employees are qualified to do the work of the employee being laid off.

SECTION 3. RECALL: Employees of this unit who are terminated in the process of staff reduction shall be eligible for recall for a period of two years after the day of layoff to a position for which they are qualified by license. Reinstatement shall be in the inverse order of placement on leave. After 2 years 24 months, all recall or reinstatement rights shall cease.

SECTION 4. TIE-BREAKER: In the event that it is necessary to break a tie which results from the same date of initial, continuous employment for two or more members of this employee group, the job performance, as evaluated and documented by the school district, shall be used as the sole and final determining factor in breaking the tie.

SECTION 5. TEMPORARY LAY-OFF: This section does not apply in those cases where a lay-off is due to a building being closed temporarily because of equipment
breakdown, quarantine, loss of a utility, or damages from natural or unnatural disasters.

**ARTICLE 16—PUBLIC OBLIGATION**

SECTION 1. The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the school district to the continuous and uninterrupted operation of the school is of paramount importance.

SECTION 2. The exclusive representative agrees, therefore, that during the term of this contract neither the exclusive representative nor any individual employee shall engage in any strike as defined by the PELRA. The parties agree that procedures affecting this article are provided for by the PELRA, and, therefore, shall not be subject to the grievance or arbitration procedure.

**ARTICLE 17—DURATION**

SECTION 1. TERM AND REOPENING 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 PELRA. If either party desires to modify or amend this agreement commencing at its expiration, it shall give written notice of such intent no later than 90 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiation more than 90 days prior to the expiration of this agreement.

SECTION 2. EFFECT: This agreement constitutes the full and complete agreement between the board and exclusive representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with those provisions.

SECTION 3. FINALITY: Any matters relating to the terms and conditions of employment whether or not referred to in this agreement, shall not be open for negotiation during the term of this agreement.

SECTION 4. SEVERABILITY: The provisions of this agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this agreement or the application of any provision thereof.
IN WITNESS WHEREOF, The parties have executed this agreement as follows:

For International Union of Operating Engineers Local 70

[Signature]
Business Representative

[Signature]
Job Site Steward

[Signature]
Union's President

[Signature]
Union's Secretary/Treasurer

[Signature]
Union's Business Manager

For Independent School District 508

[Signature]
Mark Karlsrud
Board Chair

[Signature]
Drew Dixon
Board Clerk

Board Approved: August 19, 2019
SAINT PETER PUBLIC SCHOOLS  
Salary Schedule  
Food Service Employees  

2019-2020 and 2020-2021  

<table>
<thead>
<tr>
<th>YEAR</th>
<th>STEP</th>
<th>UNASSIGNED</th>
<th>20 HOURS</th>
<th>45 HOURS</th>
<th>90 HOURS</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019-2020</td>
<td>1</td>
<td>13.25</td>
<td>15.24</td>
<td>15.39</td>
<td>15.56</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>13.25</td>
<td>15.45</td>
<td>15.56</td>
<td>15.73</td>
</tr>
<tr>
<td>2020-2021</td>
<td>1</td>
<td>13.65</td>
<td>15.70</td>
<td>15.85</td>
<td>16.03</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>13.65</td>
<td>15.91</td>
<td>16.03</td>
<td>16.20</td>
</tr>
</tbody>
</table>

- All employees indicate agreement to their step placement and years of service in the district as a part of the finalization of this agreement.

- Plus $.10 per hour for completion of Service Safe Certification  
- Plus 1 cleaning day with timesheet submitted  
- Head Cooks: lane and step plus $2.00/hour for 2019-20 and $2.00/hour for 2020-21  
- Employees will be reimbursed for approved travel at the mileage allowed according to the School District policy  
- Career Increment Schedule:  
  - Career Increment 7 years = $.10  
  - Career Increment 8 years = $.10  
  - Career Increment 9+ years = $.15  
  - Career Increment 10+ years = $.15
ADDENDUM A
FOOD SERVICE STIPEND PROGRAM

The Food Service Stipend Program is available to all employees who have reached the 90-hour classification. The program provides compensation based on the following:

1. A stipend will be paid during the 2019-2021 contract period for completion of courses that align with wellness goals set by the School Board. The wellness goals related to food service personnel are as follows:
   a. Developing and implementing food service nutrition practices consistent with USDA dietary guidelines.
   b. Improving food service health and safety.
   c. Adopting food service meal planning practices designed to provide students with a variety of affordable, nutritious, and appealing foods that meet the health and safety needs of students.
   d. Adopting meal planning practices designed to accommodate the religious, ethnic, and cultural diversity of the student body.

2. A course will consist of a minimum of two hours. Courses must receive prior approval of the food service director in order to qualify for the stipend program. Two one-hour sessions may be added together to meet the minimum course requirements.

3. Coursework must be completed outside of the regular contractual period.

4. Coursework applied to the “Food Service Stipend” may not be used for movement on the normal salary schedule.

5. Coursework applied to the “Food Service Stipend” must have the prior approval of the District Superintendent or the District Food Service Director.

6. “Food Service Stipend” payments will be based on the following schedule:
   a. Four courses = $200 stipend
   b. Five courses = Additional $50 stipend
   c. Six courses = Additional $50 stipend
   d. Seven courses = Additional $50 stipend
Food Service Agreement
2019-2020 and 2020-2021
23

e. Eight courses = Additional $50 stipend

7. Food service employees who fail to cancel training sessions after the deadline for cancellation will be responsible to reimburse the cost of registration for such training, provided that the district had paid the cost of registration. Exceptions to this rule will be for cancellation due to illness or emergencies on a case-by-case basis.