WORKING AGREEMENT

BETWEEN

INDEPENDENT SCHOOL DISTRICT NO. 829

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS

(LOCAL NO. 70)

REPRESENTATIVES OF FOOD SERVICE EMPLOYEES

(2019-2021)
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AGREEMENT

ARTICLE I-PURPOSE

SECTION 1. Parties: THIS AGREEMENT is entered into between Independent School District No. 829, Waseca, Minnesota, hereinafter referred to as the School District, and the International Union of Operating Engineers, Local No. 70, 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 P.E.L.R.A., to provide the terms and conditions of employment for Food Service Employees of the Waseca Public School System, excluding all other employees and/or any supervising personnel.

ARTICLE II-RECOGNITION OF EXCLUSIVE REPRESENTATIVE

SECTION 1. Recognition: In accordance with the P.E.L.R.A., the School District recognizes the International Union of Operating Engineers, Local No. 70, as the exclusive representative for Food Service Employees employed by the School District, which exclusive representative shall have those rights and duties as described in the provisions of this Agreement.

SECTION 2. Appropriate Unit: The exclusive representative shall represent all such food service employees of the district contained in the appropriate unit as defined in Article III, Section 2 of this Agreement and the P.E.L.R.A. and in certification by the Director of Mediation Services, if any.

ARTICLE III-DEFINITIONS

SECTION 1. Terms and Conditions of Employment: The term "Terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage for retired food service employees or severance pay, and the employer's personnel policies affecting the working conditions of the food service employees. "Terms and conditions of employment" is subject to the provisions of P.E.L.R.A.

SECTION 2. Description of Appropriate Unit: For purposes of this Agreement, the term Food Service Employees shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following: confidential employees, supervisory employees, essential employees, part-time food service employees whose services do not exceed the lesser of 14 hours per week or 35 percent of the normal work week in the food service employees bargaining unit, food service employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year and emergency employees.
SECTION 3. School District: For purposes of administering this Agreement, the term "School District" shall mean the School Board or its designated representative.

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

ARTICLE IV-SCHOOL BOARD RIGHTS

SECTION 1. Inherent Managerial Rights: The exclusive representative recognizes that the school board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the 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 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 opportunity for the students of the school district.

SECTION 3. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all food service employees covered by this Agreement shall perform the services prescribed by the school board and shall be governed by the laws of the State of Minnesota, and by school board rules, regulations, directives and orders, issued by properly designated officials of the school district. The exclusive representative also recognizes the right, obligation and duty of the school board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the school board insofar as such rules, regulations, directives and order are not inconsistent with the terms of this Agreement. The exclusive representative also recognizes that the school board, all food service employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of State and Federal governmental agencies. Any provision 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 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 the Agreement are reserved to the school district.
ARTICLE V-FOOD SERVICE EMPLOYEE RIGHTS

SECTION 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any food service employee or representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed 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: Pursuant to P.E.L.R.A., food service 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 food service employees of such unit with the school district.

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, pursuant to P.E.L.R.A. Upon receipt of a properly executed authorization card of the food service employee involved, the school district will deduct from the food service employee's paycheck the dues that the food service employee has agreed to pay to the food service employee organization in twenty-four (24) equal installments, beginning with the first pay period in September of each year. Effective July 1, 1996, the food service employee will be paid in twelve (12) equal installments and the dues will be paid each month over the twelve-month period beginning in September or the month following the first date of employment.

Subd. 1. Food Service Employee Lists: The employer shall advise the Union office in writing of the names, addresses, telephone numbers, social security numbers, classifications, starting dates, birth dates and insurance coverage (single or dependent) of all food service employees added to this bargaining unit. The Union steward will be given a copy of such notices. Local 70 agrees to provide the name(s) of the Union steward to accomplish this notification. The Union Office shall be notified in writing when a food service employee is transferred to a different position and/or terminated employment with the District. The list will be transmitted no later than 30 days following the payroll period in which the change occurs.

Subd. 2. New Food Service Employees: Union dues will be deducted from the wages of new food service employees beginning with the first pay period following receipt of a properly executed authorization card. The school district will send dues each month to the Union Office.
ARTICLE VI - RATES OF PAY AND JOB CLASSIFICATION

SECTION 1. Base Pay: The rate of pay for 2019-2021 shall be:

<table>
<thead>
<tr>
<th>Effective July 1, 2019-June 30, 2020</th>
<th>DBM JOB VALUE</th>
<th>STATE POINT SYSTEM</th>
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<tr>
<td>Production Manager-Multiple Buildings</td>
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</tr>
<tr>
<td>Production Manager-One Kitchen</td>
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<td>Baker</td>
<td>A13</td>
<td>1333</td>
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<tr>
<td>Food Service Aide</td>
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</table>

*The School District and the Exclusive Representative reserve the right to adjust the Category should a new position arise or a comparable worth study be requested and/or initiated.

STEP

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STEP INCREASES: $.10 PER YEAR OF SERVICE IN ADDITION TO THE BASE RATE. Step increase increments will be made July 1 of each year, following the food service employee’s second anniversary date.

Effective July 1, 2020-June 30, 2021

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STEP INCREASES: $.10 PER YEAR OF SERVICE IN ADDITION TO THE BASE RATE. Step increase increments will be made July 1 of each year, following the food service employee’s second anniversary date.
In addition, job classifications with a DBM rating of B23, B22, B21, A13, and A12 will receive an additional $.90 per hour for working conditions added to the base pay and all Junior and Senior High School food service employees (hired before July 1, 2018) and the baker will receive an additional $.25 per hour (total of $1.15). Food service employees who work the snack bar or the computer service in the lunch lines, as part of their normal duties, will be paid an additional $.35 per hour for all hours worked. This will also apply to any person substituting in these areas for 3 or more consecutive days.

Changes in rates of pay for each food service employee will occur each July 1. A food service employee must work at least 120 working days (Between July 1 and June 30) to be credited for advancement as a year of experience. A food service employee's initial change in base pay will occur after successful completion of the 90 working day probationary period. Subsequent changes in rates of pay can only occur on July 1. (Example: A food service employee begins work on May 1 and works for 31 days. The 90 working day probationary period will expire after July 1. No step increase will apply until each succeeding July 1, thereafter). New food service employees may be given credit for experience up to five (5) years upon recommendation of the superintendent of schools and at the discretion of the school board.

Food service employees promoted to a higher band and grade will be placed at a rate of pay equal to or greater than their former position rate of pay, but in no case would the rate of pay in the higher band and grade be less.

SECTION 2. Anniversary Date: The first working day shall be considered the anniversary date of employment.

SECTION 3. Certification Requirements:

Subd. 1. New food service employees must have at least a Level 1 certificate within three (3) years from the anniversary date of employment as a food service aide as a term and condition of employment.

Subd. 2. New food service employees must have at least a Level 2 certificate within (3) years from the anniversary date of employment as a cook as a term and condition of employment.

Subd. 3. All building production managers must have a Level 3 certificate within 3 years from the anniversary date of employment as a production manager as a term and condition of employment.

Failure to obtain and maintain required certificates as defined in the School Nutrition Association Handbook will result in demotion or termination of employment. This assumes classes are available.
SECTION 4. Reimbursement for Training:

All food service employees covered under this agreement will be eligible for reimbursement of course fees and certification fees incurred while participating in the School Nutrition Association certification program. Food service employees must secure prior approval of the program from the Food Service Director.

SECTION 5. Working In A Higher Classification: If a food service employee works for three (3) or more consecutive days in a higher classification, they will be paid at the higher rate of pay at the same step as per Agreement for all hours worked consecutively in the higher classification retroactive to day one (1).

SECTION 6. Holiday Pay: If the holiday falls within the contract duty year, food service employees who work four (4) or more hours per day will receive Holiday pay for Labor Day, Thanksgiving, the day after Thanksgiving, Christmas, Christmas Eve, New Years, New Years Eve, Memorial Day, and Good Friday.

SECTION 7. Special Functions Pay: Food service employees who work at a Special Function will be paid at 1 1/2 times the normal rate of pay.

SECTION 8. Uniforms:

Subd. 1. If the school board requires uniforms, it will be a part of the food service budget and an appropriate budget will be established which is in keeping with approved uniform policy.

Subd. 2. The school district will provide an allowance not to exceed $125 per year to each food service employee for the purpose of purchasing approved shoes for work. Reimbursement to the food service employee will be made upon proper proof of receipt of payment of invoice. Shoes must be purchased before March 1 unless the food service employee begins work after March 1. Food service employees will be required to wear approved shoes to work if reimbursement is provided.

SECTION 9. Transportation (In-District): The district will reimburse travel expenditures for those eligible and qualified food service employees who work in assigned areas of two or more buildings during the school year, or are conducting school business, according to the school policy.

ARTICLE VII - HOURS OF WORK

SECTION 1. Basic Work Week: The regular scheduled work week shall be five consecutive days. The work assignments and work schedules shall be determined by the food service director.

SECTION 2. Sundays & Holidays: Any food service employee who works on a Sunday or
holiday will be paid double time (2 X Hourly rate) for that time worked on those days.

SECTION 3. Definition of Overtime: All hours worked beyond the forty (40) hours per week shall be compensated at the rate of time and one-half (1 1/2).

Subd. 1. Rate of Pay: A minimum of two (2) hours pay at 1-1/2 times the regular hourly rate or double time on Holidays or Sundays will be paid to all food service employees who are called back to work after having been released from their regular day's work. The applicable overtime rate shall apply for the total time worked for the specific callback. Only one callback allowance will be allowed on any given two (2) hour period from the time of the first call.

Subd. 2. Authorization of Overtime: No overtime will be paid unless it has been authorized by one of the following: food service director, building principals, or the superintendent of schools. In most cases, the food service director will be the one with whom this responsibility will rest.

Subd. 3. Equalization of Special Events Assignments: The District shall offer opportunities to work at special events equally to all members of the bargaining unit. Assignments will be made on the basis of seniority.

Subd. 4. Special Event Definition: An event occurring outside of the regular work week (M-F) after regular working hours or an event held on a Saturday, Sunday or Holiday.

SECTION 4. Letters of Assignment: The employer will provide a letter of assignment at the earliest possible time upon School Board approval of the collectively bargained agreement to each food service employee outlining such details as scheduled work days, insurance contributions, rate of pay and other items deemed necessary. During a negotiation year, Letter of Assignment will be issued once a new contract has been settled.

SECTION 5. Reporting to Work: Responsibilities on days that school is closed or curtailed are that employees are expected to report for work at their regularly scheduled time. If other schedules are to be followed, the food service employees will be advised via established school procedures.

Example A: No school for students, no Waseca Public Schools employees report to work, employees will be paid at 100% of normal pay. This is limited to food service employees who work 4 hours or more per day. Also, this is limited to a maximum three (3) days per year.

Example B: When school is closed, food service employees do not report to work. One of the following situations will apply:

1. If the inclement weather day is made-up at a later date as a student day, all food service employees will work their normal schedule on the make-up day and will receive their normal pay.
2. If the day is not made-up as a student day, food service employees who work 4 or more hours per day will not have a pay deduct and will be provided an opportunity to make-up their contract hours at a time arranged by the food service director. Make-up time will be limited to 3 days per year. A food service employee who works 4 or more hours per day may take a pay deduction or use personal leave, pursuant to Food Service Director approval.

3. If the day is not made-up as a student day, food service employees who work less than 4 hours per day will have a pay deduct for their contract hours for these days.

Example C: Late start for students, food service employees report to work, a pay deduct will take place if the food service employee stays home and does not work the agreed upon hours.

Example D: Early dismissal, district sends food service employees home early, there will be full pay for food service employee.

Example E Early dismissal, food service employees stay at work for a portion of the agreed upon hours, the food service employee decides to go home early, there will be pay deduct for hours not worked.

Example F Late start, followed by a dismissal. School is scheduled to start late but school is cancelled prior to any students coming to school. Food service employees that come to work will be paid a minimum of 2 hours of pay. Food service employees may leave when school is closed and their work area is clean. Food service employees who have reported to work may also have an option to complete their regularly scheduled work day, pursuant to Food Service Director approval.

Food Service employees must communicate with the Food Service Director and notify the District Office by April 15 regarding their plans for any time to be made up, leave of absence used, or pay deductions, regarding inclement weather days.

SECTION 6. Breaks and Meals: Each food service employee working four (4) or more hours per day shall receive a fifteen (15) minute paid break period. All food service employees shall receive one free noon meal which consists of one portion with one drink per day employed.

ARTICLE VIII - LEAVE OF ABSENCE

SECTION 1. Qualifications for Leaves of Absence: To be eligible for leave benefits (sick leave, funeral leave, and personal leave), a food service employee must work at least 4 hours per day. Accumulated leave benefits cannot be lost by a food service employee if they are reduced to less than 4 hours per day. Pro-ration will occur for those working less than 8 hours per day. The amount of leave earned shall be based on July 1. The District
recognizes that situations may occur that are out of the ordinary. Food service employees may ask in writing to the superintendent for additional leave due to these circumstances. These situations will be handled by the school board. Additional leave days are not subject to the grievance process. A food service employee must complete their probationary period before they are eligible to access their leave of absence benefits.

SECTION 2. Sick Leave: This is defined as leave granted a food service employee per M.S. 181.9413.

Subd. 1. Number of Days: These days will be earned at a rate of 1 day per 18 days of employment accumulating to a total of ten (10) days for a school year of employment. These days may be accumulated, if not used, to a total of one hundred twelve (112) days. This will be based on July 1. For example, a food service employee who works 6 hours per day for 180 days would earn 60 hours annually. All days are determined by the number of hours worked per day by each food service employee. For example, a food service employee who works 6 hours per day cannot accumulate more than 672 hours of sick leave. If a food service employee is reduced to less than the 6 hours, they will be allowed to keep in force the accumulated hours.

Subd. 2. Proof of Sick Leave: The school district may require a food service employee to furnish a medical certificate from the school nurse or from a qualified physician as evidence of illness indicating that absence was due to illness in order to qualify for sick leave pay. The sick leave allowed will be deducted from the accrued sick leave earned by the food service employee. Sick leave pay shall be approved only upon submission of a request through the on-line leave system, Aesop/Frontline. A medical certificate may be required for illnesses that last several consecutive days (3 days or more will be used as a guideline). Requests for medical certificates for other absences will include a conference with the food service employee prior to the absence.

Subd. 3. Worker's Compensation: Pursuant to M.S. 176, a food service employee injured on the job in the service of the school district and collecting worker's compensation insurance may draw sick leave and receive full salary from the school district, the salary to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

SECTION 3. Personal Leave. Defined as leave taken for personal reasons. Personal leave shall be as follows:

Subd. 1. The number of days shall be three (3) days per year with accumulation up to five (5) days. Requests for personal leave must be submitted in writing at least three (3) days prior to the leave date. The request does not need to state the reason for requesting personal leave.

Subd. 2. The district will not approve personal leave during critical times in the school year or when approval would lead to staff shortages.
SECTION 4. Funeral Leave: An eligible food service employee shall be granted up to five (5) days per contract year, without loss of pay, to be requested in hours to attend a funeral of a member of their immediate family (husband, wife, children, parent, grandparents, grandchildren, parents or grandparents of spouse, sisters, brothers, sister-in-law, brother-in-law), and the equivalent of two (2) days per contract year to be requested in hours, without loss of pay, for a funeral of other persons. The days shall not be deducted from sick leave.

SECTION 5. Health Leave:

Subd. 1. A leave of absence without pay by reason of unsatisfactory personal health for a period not to exceed one year may be granted by the Board of Education upon presentation of evidence of need and upon exhaustion of the food service employee's sick leave. Prior to returning to full employment, satisfactory completion of a school district prescribed physical examination may be required of a food service employee returning from health leave.

SECTION 6: Parental Leave:

Subd. 1. A food service employee shall be granted a parental leave of absence of no more than twelve (12) months, provided the parent follows the procedure outlined in this section.

Subd. 2. A food service employee shall notify the superintendent of schools in writing no later than the three (3) months prior to the estimated leave date which shall state an estimated date of return to work. A physician's statement shall accompany the request which verifies the estimated date of delivery.

Subd. 3. The food service employee shall submit a written request to the superintendent for a child care leave including commencement date and return date.

Subd. 4. The effective beginning date of such leave and its duration shall be submitted by the superintendent to the school board for its action.

Subd. 5. A food service employee returning from a child care leave shall be re-instated to the former position provided that the food service employee returns on the date approved by the school board.

Subd. 6. The parties agree that periods of time for which the food service employee is on child care leave shall not be counted in determining the completion of the probationary period.

Subd. 7. A food service employee who returns from child care 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 food service employee shall not accrue any additional experience credit for leave time during the period of child care leave.

**Subd. 8.** A food service employee on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as he/she wishes to retain commencing with the beginning of the child care leave. FMLA provisions may apply. The right to continue participation in such group insurance programs, however, will terminate if the food service employee does not return to the district pursuant to this section.

**SECTION 7. Maternity Disability Leave**

**Subd. 1.** A food service employee shall be entitled to available sick leave up to thirty (30) working days pursuant to leaves of absences during the period of actual disability related to pregnancy or childbirth. Such leave would have to be available and could be extended if complications cause disability beyond normal delivery.

**Subd. 2.** The superintendent of schools may require that the food service employee undergo a physical examination by a licensed physician of the food service employee's choice. Such physician's opinion shall be determinative as to the period of disability.

**Subd. 3.** Failure of the food service employee to return pursuant to the date determined at the end of her disability shall constitute grounds for discharge.

**Subd. 4.** A pregnant food service employee shall notify the superintendent of schools in writing no later than the end of the 5th month of pregnancy and, also at such time, provide a physician's statement indicating the estimated date of delivery of the child.

**SECTION 8: Medical Leave**

**Subd. 1.** A food service employee who has completed the initial probationary period who is unable to perform duties because of illness or injury and who has exhausted all sick leave credit available, or has become eligible for long term disability compensation may, upon request, be granted medical leave of absence, without pay, up to six (6) months. The leave may be renewed at the discretion of the school board.

**Subd. 2.** A request for leave of absence, or renewal thereof, under this section shall be accompanied by written doctor's statement outlining the condition of health and estimated time at which the food service employee is expected to be able to assume normal responsibilities.

**SECTION 9: Insurance Application:** A food service employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The food service employee shall pay the entire premium for such insurance commencing with the beginning of the leave, and shall pay to the school district the monthly
premium in advance on the 25th of the month preceding. FMLA provisions may apply.

SECTION 10: Credit: A food service employee who returns from an unpaid leave shall retain experience credit for pay purposes and other benefits which had accrued at the time leave commenced. No credit shall accrue for the period of time that a food service employee was on an unpaid leave.

SECTION 11: Sick Leave Buy-Back: A food service employee who leaves the school district after at least 8 years of service in the school district may be eligible for sick leave buy-back. The buy-back will be based on 1% of their pay for every year beyond 3 years of service. The maximum buy-back is $3,000 per food service employee. The full amount of the buy-back will be deposited in a Post-Retirement HRA/VEBA in the name of the food service employee. The formula will be:

\[ \text{Number of years of service} - 3 = X \text{ percent} \]
\[ X \% \text{ times the number of accumulated sick leave hours times the food service employee’s daily rate of pay} = \text{the buy-back amount.} \]

For example: A food service employee leaves the district after 16 years of service. Food service employee would receive 13% \((16 - 3)\) of her/his accumulated sick leave times her/his daily rate of pay up to a maximum of $3,000.

To be eligible for the Sick Leave Buy-Back, a food service employee must notify their supervisor of their intent to retire/resign in writing by May 1 (if resigning/retiring at the end of a school year), or at least 30 days in advance when planning to retire/resign mid-year.

SECTION 12. Jury Duty: A food service employee who is called for jury duty shall be compensated for the difference between the food service employee's regular salary and the pay received for such application for the period he/she is away from his/her employment assignment. If the food service employee is dismissed from jury duty with two or more hours remaining in the work day, the food service employee is expected to return to work.

SECTION 13. Election Judge: A food service employee who works as an election judge shall be compensated the difference between the food service employee’s regular salary and the pay received for such application for the period he/she is away from his/her employment. The food service employee must give the employer at least 20 days’ written notice of being absent to serve as an election judge as per statute.

ARTICLE IX - GENERAL

SECTION 1. Physical Examination:

Subd. 1. All food service employees: A complete physical examination may be required of all food service employees on/or before the first day of employment each year for purpose of verifying that a food service employee is physically able to perform the duties.
of the job assignment. If food service employees are unable to perform the job expectations, an alternate plan will be developed with mutual consent of the food service employee.

Subd. 2. Payment of Physical Examination: Food service employees shall submit bills for physical examinations through their insurance carrier, but the District shall reimburse food service employees for any and all costs not covered by insurance.

ARTICLE X - GROUP INSURANCE

SECTION 1. Insurance Eligibility: To be eligible for health and dental insurance, a food service employee must work at least 1040 hours per contracted school year. To be eligible for long term disability insurance, a food service employee must work 716 hours per fiscal year. An eligible food service employee will have the option to be covered under the group insurance programs. If an eligible food service employee chooses not to participate in the plans, they must sign a declination of coverage. Insurance will go into effect the month following the date of employment.

SECTION 2. Health and Hospitalization Insurance: Those who work at least 1040 hours and no more than 2080 hours per the fiscal year will receive up to $4.25 per hour allowance for family health and $1.75 per hour allowance for single health.

SECTION 3: Establishment Of VEBA with Health Reimbursement Arrangement For Active and Retired Food Service Employees:

Subd. 1. Establishment of VEBA: Effective July 1, 2005, the School District made available a VEBA Plan and Trust to all qualified food service employees and eligible retirees who exercise their option to enroll in the health insurance program offered through the District. The School District, food service employees and eligible retirees assent to and ratify the appointment of the trustee and plan administrator for the VEBA Plan and Trust. It is intended that this arrangement constitute a voluntary food service employees’ beneficiary association under Section 501(c)(9) of the Internal Revenue Code.

The School District will specify in the Adoption Agreement for the VEBA Plan document, before the first day of the health flexible spending account (FSA) plan year, that eligible health expenses will be paid from the FSA first, until an individual’s FSA account is exhausted, and from the VEBA Plan second. The School District agrees to take such steps as are necessary to achieve reimbursement of eligible health expenses from the FSA first, including amending the FSA or VEBA Plan so that their plan years begin and end on the same date.

VEBA Plan contributions ceased as of June 30, 2016. Language will remain in this agreement until all VEBA accounts have been depleted.
Subd 2. Payment of Administrative Fee: Administrative fees allocable to individual accounts of active food service employees participating in the VEBA Plan shall be paid by the School District. Administrative fees allocable to individual accounts of active food service employees who have accrued a balance in the VEBA Plan but change coverage, so that they are no longer entitled to School District contributions, shall be paid by the School District. Administrative fees allocable to the individual accounts of former food service employees shall be paid by the former food service employees. If the VEBA Plan is terminated or if School District contributions cease by agreement between the parties, administrative fees shall be paid by the School District if the food service employee remains active. Once the employment relationship is discontinued, the former food service employee will be responsible for the administrative fee.

SECTION 4: Health Insurance Policies

Subd 1. The School District shall make available two Public Employee Insurance Program (PEIP) non-high deductible health plans to all qualified food service employees and eligible retirees who elect to participate in said plan. These two plans are called PEIP High and PEIP Value.

All district contribution will be applied to the food service employee’s premium. The combined district contribution is pursuant to Section 2.

Subd 2. The School District shall make available a high deductible health plan to all qualified food service employees and eligible retirees who elect to participate in said plan. This is an HSA (Health Savings Account). The food service employee can contribute to their HSA up to the IRS maximum amounts allowed. The entire employer contribution, pursuant to Section 2, will be applied to the food service employee’s insurance premium.

Subd 3. Selection of School District’s Group Health and Hospitalization Plan: In the event this Agreement causes or will cause penalties, fees, or fines to be assessed against the School District, the parties agree to reopen negotiations that result in a revised Agreement between the parties that eliminates or reduces penalties, fees, or fines to be assessed against the School District.

SECTION 5. Dental Plan: The School District shall contribute an amount up to $720 per year to food service employees who work 2,080 hours per year. Those who work less than 2,080 hours and more than 1,040 hours per year will be prorated.

SECTION 6. Long Term Disability Insurance: The School District shall contribute 100% of the cost of an approved Long Term Disability Plan for each eligible food service employee as per Section 1.

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

SECTION 8. Duration Of Insurance Contribution: A food service employee is eligible for
school district contribution as provided in this Article as long as the food service employee is
employed by the school district. Upon termination of employment, all district contribution
shall cease.

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 List: The School District shall prepare a seniority list each
November, a copy of which will be forwarded to the steward and Union. Food service
employees shall have thirty (30) calendar days to begin an appeal on their seniority status
through the grievance procedure. If no appeals are filed, the list shall be deemed correct as
posted.

SECTION 3. Posting of Vacancies: The School District will, within five (5) working days
of the creation of a new full time or part time position covered under this contract, post
notices of such new vacancies. The job posting will be for a period of five (5) working days
in-district before it is opened to outside the district.

SECTION 4. Application for Vacancies: The employer shall not fill a position from outside
the district until present qualified food service employees are given the opportunity in order
of seniority to be considered for the position. The school district will consider job skills and
work performance when filling vacant positions. The employer will make the final decision
and will consider applicable qualifications, job skills, and acceptable past job performance in
filling the vacancy. It is agreed the district will be fair and equitable in administering this
agreement. Any internal applicant who is not awarded a position will, upon request, be
provided a written explanation.

SECTION 5. Notice of Layoff: When involuntary reductions are made in the work force,
the School District will notify the food service employee affected by the layoff by giving
seven (7) calendar day written notice of layoff. This shall also apply to reduction of hours.
When the hours of work are reduced causing a 20% reduction in wage and benefit, the food
service employee may consider it a layoff and implement bumping rights under Section 7 of
this Article.

SECTION 6. Layoff and Recall Rights: When a layoff occurs, the least senior food service
employee will be laid off first, unless a more senior food service employee voluntarily agrees
in writing to take the layoff. Recall will be in seniority order. The last food service
employee laid off will be the first food service employee recalled back to work.
SECTION 7. Bumping Rights: If an involuntary reduction in the work force is made that affects a food service employee who is not the least senior, that food service employee shall have the right to bump (displace) the least senior food service employee working the same number of hours or fewer hours and the same or lower job classification at the laid off food service employee’s option.

SECTION 8. Recall: Any food service employee who is laid off shall retain recall rights for a period of eighteen months from the date of layoff. If a position in the bargaining unit becomes open during this period of time and a laid off food service employee possesses the necessary skills and qualifications for the available position, the food service employee shall be recalled in a reverse order of layoffs.

ARTICLE XII- PROBATIONARY PERIOD

SECTION 1. Probationary Period: A food service employee under the provisions of this Agreement shall serve a probationary period of ninety (90) working days of continuous service in the school district during which time the school district shall have the unqualified right to suspend without pay, discharge or otherwise discipline such food service employee: and during this probationary period, the food service employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. The probationary period may be extended by mutual agreement of the School District, the Union and the probationary food service employee.

SECTION 2. Completion of Probationary Period: A food service employee who has completed the probationary period may be disciplined only for cause. A food service employee who has completed the probationary period and is disciplined shall have access to the grievance procedure.

SECTION 3. Seniority Date: Food service employees shall acquire seniority upon completion of the probationary period as defined in this Agreement, and, upon acquiring seniority, the seniority date shall relate back to the first date of service. If more than one food service employee commences work on the same date, seniority ranking for such food service employees shall be determined by the following criteria in the following order:

1. Commencement date
2. Date of School Board approval
3. Date and time contract was signed
4. Date food service employee applied for the position
5. Flip of a coin.

SECTION 4. Job Performance Evaluation: All food service employees will be evaluated with respect to job performance at least once per year. The food service director will be the responsible party to provide the orderly evaluation. Every attempt will be made to complete the evaluation by March 31 of each year.
ARTICLE XIII- GRIEVANCE PROCEDURE

SECTION 1. Review of Grievance: A food service employee who feels that she or he has a grievance shall be invited to discuss the matter with her or his supervisor. Food service employees should follow the chain of command before the issue is brought to the school board. The Board of Education recognizes the importance of open and frank discussion on any matter that is of concern to a food service employee. All grievances not settled to the satisfaction of the food service employee may be taken to the Board of Education and shall be in writing and shall be made through the representative of Local Union No. 70 of I.U.O.E. In the event that the food service employee and the Board of Education are unable to resolve any grievances, the union or the Board of Education may petition the Director of the Bureau of Mediation/State of Minnesota for the sole purpose of effecting a settlement of the dispute.

SECTION 2. Arbitration: Any grievance not resolved by the Bureau of Mediation Services within thirty (30) calendar days may be submitted to binding arbitration by either the Union or the School District. The party requesting arbitration shall notify the Bureau of Mediation Services with a copy to the other party. The request shall be for a list of five (5) area arbitrators.

SECTION 3. Selection of Arbitrator: The party requesting the list shall strike the first name. The parties shall alternately strike names until only one name remains. That person shall be the arbitrator. The decision of the arbitrator shall be final and binding on both parties. The cost of the arbitrator will be shared equally.

ARTICLE XIV - FOOD SERVICE EMPLOYEE AND UNION RIGHTS

SECTION 1. Union Steward: The Union, upon written notification to the Employer, may designate up to two food service employees within the bargaining unit to serve as steward. Each steward shall be allowed reasonable time, with pay, to investigate and resolve grievances or arbitrations, participate in contract negotiations, attend Union training, post Union notices and announcements, and transmit communications authorized by the Union to the Employer. Each Steward position will be allowed compensation for up to 24 workday hours per year.

SECTION 2. Union Rights: The Union shall be allowed to hold meetings of its membership, without cost, on Waseca School premises at a place approved in advance.
ARTICLE XV - DURATION

The 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 P.E.L.R.A. of 1971. Unless mutually agreed, the parties shall not commence negotiations more than 60 days prior to the expiration of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

FOR - I.U.O.E. Local 70, 2722 County Road D East, White Bear Lake, MN 55110

FOR - Waseca Public Schools (I.S.D. #829), 501 East Elm Avenue, Waseca, MN 56093

[Signatures]

Steward

Business Manager

Recording Corresponding Secretary

Negotiator

President

Date: _11/18/19_

Chairman,
Board of Education

Clerk,
Board of Education

Date: October 24, 2019