

MASTER AGREEMENT

INDEPENDENT SCHOOL DISTRICT No. 13
COLUMBIA HEIGHTS, MINNESOTA

and

COLUMBIA HEIGHTS FOOD SERVICE EMPLOYEES

SCHOOL YEARS 2018-2021

*SEIU Local 284
School Service Employees
CTW*

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**COLUMBIA HEIGHTS PUBLIC SCHOOLS
INDEPENDENT SCHOOL DISTRICT NO. 13**

**FOOD SERVICE EMPLOYEES
2018 - 2021**

**ARTICLE I
PURPOSE**

Section 1. Parties: THIS AGREEMENT, entered into between Independent School District No. 13, Columbia Heights, Minnesota, hereinafter referred to as the School District, and the Food Service Employees, Local 284, 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 of 1971, as amended, to provide the terms and conditions of employment for food service employees during the duration of the Agreement.

**ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition: In accordance with the PELRA of 1971, as amended, the School District recognizes Local 284 as the Exclusive Representative for food service employees employed by the School District which Exclusive Representative shall have those rights and duties as prescribed by the PELRA of 1971, as amended, 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 of 1971, as amended, and in certification by the Director of Mediation Services, if any.

**ARTICLE III
DEFINITIONS**

Section 1. Terms and Conditions of Employment: Shall mean the hours of employment, the compensation therefore including fringe benefits, and the Employer's personnel policies affecting the working conditions of the employees.

Section 2. Description of Appropriate Unit: For the purpose of the Agreement, the term Food Service Employees shall mean all persons in the appropriate unit employed by the School District in the

following classifications of cook and head cooks excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose service does not exceed 14 hours per week, 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 the purpose of administering this Agreement the term "School District" shall mean the School Board or its designated representative.

Section 4. Substitutes: A substitute shall mean those casual employees who are hired to perform the duties of a regular employee who is either part-time or full-time.

Section 5. Other Terms: Terms not included in this Agreement shall have those meanings as defined by the PELRA of 1971, as amended.

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 organization 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 employees covered by this Agreement shall perform the services and duties prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by the 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 orders are not inconsistent with the terms of this Agreement and recognizes that the School Board, and all employees

covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota. 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 School 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 and reserved to the School Board.

ARTICLE V EMPLOYEE RIGHTS

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

Employees in the 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 of such unit with the School Board.

Section 3. Request for Dues Check-Off: Employees shall have the right to request and be allowed dues check-off for the union. The union shall provide the district with written documentation attesting that the appropriate form of authorization has been received by the union from the employee to authorize the deduction. Deductions shall be made from the employees' regular pay check over 20 pay periods per calendar year. A list of names of the employees from whom deductions were made and the dues will be sent to the union.

The district shall make available to the union a list of bargaining unit employees including name, address, phone number, work hours and location, work email address, position, classification and date of

employment. The district shall inform the union representative(s) and steward(s) of all new hires and of the meeting date for new hires.

Section 4. Probationary Periods:

Subd. 1. New Hire Probationary Period: New employees to the bargaining unit will serve a probationary period of 120 consecutive work days during which management reserves the sole right to terminate without resort to the grievance procedure. This new hire probationary period may be extended for an additional 30 consecutive work days with permission of the exclusive representative. Once an employee has completed the probationary period an employee will be disciplined only for just cause.

Time spent on lay-off or time during the student summer when the employee is not regularly scheduled to work will not count toward satisfaction of the probationary period.

Subd. 2. Promotional Probationary Period: Bargaining unit members who are awarded posted positions for which they have applied will serve a promotional period of 30 consecutive work days. During this period, the employer may replace the employee into the formerly held position if performance in the promotional position is unsatisfactory. The promoted employee may also choose to return to the formally held position if the employee is unsatisfied with the new position.

Section 5. Job Posting: Postings of Head Cooks and Cooks openings and Temporary Positions as follows: Written notice of job openings shall be posted with the Union Steward for a period of five (5) work days, except between the last day of school in June and August 1, during which time job openings shall be posted for fifteen (15) calendar days. A copy of the posting shall be mailed or e-mailed to the union steward or designee. The School District shall mail postings during the summer months when school is not in session to all employees who request in writing such mailings to the Director of Human Resources. Application of the interested parties should be sent to the Director of Human Resources. Seniority (based on total hours of continuous service) will be a consideration but will not be an absolute factor. The leading candidates whose background and abilities meet the requirements of the posted position will be interviewed by the Manager of Food Service. The Director of Human Resources will recommend the successful candidate to the Superintendent for School Board approval.

Section 6. Employee Orientation: All new employees are required to participate in an employee orientation session before or immediately upon employment. The union steward and or business agent

will be given an opportunity to address the attendees regarding membership in the collective bargaining unit.

ARTICLE VI 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, 2018 through June 30, 2021.

Subd. 2. A salary increase is not automatic and is effective only upon affirmative action of the School Board. The School Board may withhold a salary increase in individual cases as the School Board shall determine.

Section 2. Retirement: Retirement policy as stated in the Board Policy Manual will apply to all food service employees or as governed by law.

Section 2. Pay Checks: 26 Pay checks will be issued for direct deposit and deductions shall be made over 24 pay periods.

ARTICLE VII 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:

Subd. 1. Single Coverage: The Board shall contribute during the 2018-2019 fiscal year the same amount as is contributed for other non-administrative staff (teachers) per month toward the cost of the premium for medical-hospitalization plan for individual food service personnel working three-quarters time or more, and shall make a pro-rated contribution for employees working one-half time up to three-quarters time, who are employed by the District, and who qualify for and are enrolled in the group medical-hospitalization plan. The cost of the premium

not contributed by the Board shall be borne by the employee and paid by payroll deduction. The rate for 2019-2021 fiscal years shall be the same as for other non-administrative staff.

Subd. 2. Family Coverage: The Board shall contribute during the 2018-2019 fiscal year the same amount as is contributed for non-administrative staff (teachers) per month toward the cost of the premium for the medical-hospitalization plan for family coverage for each food service employee working three-quarters time or more, and shall make a pro-rated contribution for employees working one-half time up to three-quarters time, who is employed by the District, who qualifies for and is enrolled in the school district group medical-hospitalization plan and who qualifies for family coverage. The cost for the premium not contributed by the board shall be borne by the employee and paid by payroll deduction. The rate for the 2019-2021 fiscal years shall be the same as for other non-administrative staff.

Subd. 3. Voluntary Employee Beneficiary Association Account: The School District shall contribute to the eligible employee's Voluntary Employee Beneficiary Association (VEBA) account \$200 per month for the employee participating in the \$3,700 or \$2,400 Deductible School District group family health insurance plan and \$100 per month for the employee participating in the \$1,850 or \$1,200 Deductible School District single health insurance plan. For employees participating in the Minimum Value Family or Single Health Insurance Plans the School District shall contribute an amount necessary to meet the minimum monthly insurance premium.

Subd. 4. Retired Employee Medical-Hospitalization Insurance: All of the benefits described in Subd. 1 (single coverage) above shall be provided to retired employees until the employee is eligible for Medicare if the employee is at least the age of 55 at the time of retirement and if the employee provided at least 16 years of continuous service to the District, to the extent the employee elected such insurance benefits prior to retirement. If a court of law or state or federal agency shall determine that the Medicare eligibility language is unlawful, the employee shall receive the benefits described in Subd. 1 for a period of five (5) years following retirement. Leaves of absence approved by the School District shall not be considered a break in service for the purpose of defining continuous service under this section.

Such benefits shall be identical to those received by active food service employees. The cost of dependent coverage shall be borne by the retired employee with all premiums payable in advance. Such benefits shall apply to employees retiring after the adoption of this Agreement, and shall not become retroactive.

Subd. 5. Less Than Three-Quarter Time Employees: Food service employees working between 50% and 75% of full-time are eligible for medical-hospitalization and dental insurance at a pro rata Board contribution towards medical-hospitalization and dental insurance.

Subd. 6. Long Term Disability Insurance: The School District agrees to make full premium payment for an income protection insurance acceptable to the School Board. Such insurance shall require a 60 working day elimination period of total disability before being effective. This applies to employees working 30 or more hours per week on a regular status.

Subd. 7. Life Insurance: The District will pay the premium for a group term life insurance policy based on \$50,000. This applies to employees working 30 or more hours per week on a regular status.

Section 3. Dental Insurance: For each food service bargaining unit member who qualifies for and is enrolled in the group dental insurance plan, the school district shall contribute to the single or family premium for group dental insurance an amount per month equal to the amount which is contributed to teachers for single or family dental coverage. The cost of the premium not contributed by the school board shall be borne by the employee and paid by payroll deduction.

Section 4. Duration of Insurance Contribution: Employees working one-half time or more are eligible for School District contributions as provided in this Article as long as the employee is employed by the School District. Upon termination of employment, all School Board participation and contribution shall continue through August 31 if the employee terminates on the immediately preceding June 30 and through the last day of the month worked if the month is other than June. Any employee may remain in the group hospitalization program at the employee's own expense until he/she is re-employed or for a period of eighteen months, whichever is shorter. This applies to voluntary and involuntary termination. All costs must be paid in advance by the individual electing to continue coverage.

ARTICLE VIII SEVERANCE PAY

Section 1. Severance:

Subd. 1. Employees employed by the School District prior to July 1, 2000, and who were age 35 prior to July 1, 2000, and have completed at least sixteen (16) full school years of service and who are

at least fifty-five (55) years of age shall be eligible for severance pay pursuant to the provisions of this Article.

Subd. 2. Employees serving on any type of leave shall not accrue any credit toward severance pay while on such leave. All credit to apply toward severance pay must be for a full school year.

Subd. 3. An employee shall be eligible to receive as severance pay upon retirement an amount representing 1.66 times the number of hours of unused sick leave time at his/her hourly rate of pay subject to the following formula:

16 – 20 years of service:	Maximum of 450 hours
21 – 25 years of service:	Maximum of 575 hours
26 – 30 years of service:	Maximum of 700 hours

Subd. 4. In applying the provisions of this Article, an employee's daily rate of pay shall be the basic hourly rate earned during his/her last full contract year of employment as provided in the basic salary schedule for that year and shall not include any additional extra compensation.

Subd. 5. Employees who are eligible for severance pay based on unused sick leave who have single insurance with the School District during their last year of employment shall have severance paid out 50% into a Health Care Savings Plan and 50% into a Special Pay Deferral Plan in five equal installments spread over five years. Employees who have family insurance with the School District during their last year of employment shall have their severance pay deposited into a Health Care Savings Plan in five equal installments spread over five years. Employees who do not have insurance with the School District shall have their severance pay deposited into a Special Pay Deferral Plan in five equal installments spread over five years. This Article shall not apply to any employee who is discharged for cause by the School District.

Subd. 6. Any earned severance pay, in case of retired employee's death, shall be paid to the deceased's estate in one lump sum.

Section 2. 403(b) Deferred Compensation: All employees may participate in the District's 403(b) Compensation Plan.

Subd. 1. Employees employed after July 1, 2000, shall be eligible to receive a District contribution of an amount equal to three and one-half (3 ½) percent of the employee's annual salary

providing the employee makes a contribution equal or greater to three and one-half (3 ½) percent of the employee's annual salary.

Subd. 2. Employees employed prior to July 1, 2000, may elect to participate in the District's Employer Match Compensation Plan upon making a one-time, irrevocable declaration to participate in the Employer Match Plan and forfeiting benefits outlined in Section 1, Subdivisions one through six of this Article. The District will contribute an amount equal to three and one-half (3 ½) percent of the employee's annual salary providing the employee makes a contribution equal or greater to three and one-half (3 ½) percent of the employee's annual salary.

Section 3. Sick Leave 403(b) Conversion: All employees who have accumulated at least 60 days of sick leave as of July 1 may elect to receive a District contribution of \$75 for each day of sick leave accumulated above 60 days, up to a maximum of 10 days per year, or \$750, provided the employee makes an annual contribution equal to or greater than the amount contributed by the District under this Subdivision and subject to the following requirements. The employee shall submit a written request to the Director of Finance and Operations by June 15th for such matching funds, specifying the dollar amount of the employee's contribution. The deduction from the employee's accumulated sick leave and sick leave conversion matching fund must be based upon the sick leave accumulation available on July 1 following the employee's 403(b) conversion election made by June 15th in the immediately preceding fiscal year. The District matching contribution shall be paid through payroll starting July 1 through December 31st of the year from which the sick leave is deducted.

**ARTICLE IX
LEAVES OF ABSENCE**

Section 1. Sick Leave:

Subd. 1. Ten (10) days sick leave per year will be granted to full-time employees. Ten (10) days shall be credited upon the actual commencement of services for the District. This ten day credit is granted on the basis of a full year of service. Food service employees hired during the school year shall receive an advance sick leave credit of one day per month for the balance of the school year.

The time allowance will accumulate as follows:

First Year -	10 days sick leave with full pay.
Second Year -	10 days sick leave plus the unused portion of the first year's accumulation, but not to exceed 20 days

Third Year - etc.

Subd. 2. Unused sick leave days may accumulate to a maximum of 155 days sick leave per employee.

Subd. 3. Regular half-time employees will receive ten (10) half days per year accumulative to 155 half days. Regular, less than half-time employees will receive ten (10) days per year pro-rated to the hours worked accumulative to 155 days beginning September 1, 1990. The ten (10) pro-rated days shall be credited September 1, 1990, for the less than half-time employees. The ten (10) day credit is granted on the basis of a full year of service as in Article X, Section 1, Subd. 1.

Subd. 4. Sick leave allowance is intended to apply in cases of absolute necessity and shall be granted *only* in cases of personal illness or death in the immediate or extended family and when properly reported to the Manager of Food Service. Up to five (5) days of sick leave shall be granted at the time of death for a death in the immediate or extended family.

Subd. 5. The Administration or School 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. However, the final determination as to the eligibility of an employee for sick leave is reserved to the Board, subject to the grievance procedure.

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

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

Subd. 8. No sick leave will be paid to any employee if his/her disability results from gainful employment other than in District #13.

Section 2. Extended Illness: After an extended illness, the food service employee, at the request of the Administration or the School Board, shall present a satisfactory certificate of good health signed by the employee's physician or by a physician of the Board's choosing.

Section 3. Emergency Leave: Two (2) days of emergency leave per year (non-accumulative) may be granted when in the opinion of the Administration such request constitutes a genuine and bona fide emergency. The salary in such cases will be paid in full but the days granted will be deducted from sick leave accumulation.

Section 4. Personal Leave: Three (3) days of personal leave per year (non-accumulative) to be deducted from sick leave may be used by the employee for a necessary absence required for the transaction of personal business which cannot be completed outside the normal working day. Examples of personal business which qualify for use of such leave are court appearances, real estate closings, or significant family events such as weddings and commencement ceremonies. Application for use of personal leave shall be made in advance in writing, when possible, to the Manager of Food Service. Although no reason need be stated, employees understand that this leave will not be used for recreational purposes. In the event notice cannot be given, oral approval must be obtained from the Manager of Food Service. Ethical obligations on the part of the employee must preclude this leave from being used for vacation or recreational purposes.

Subd. 1. Sick leave will not be provided for non-emergency dental or medical attention. These appointments are expected to be scheduled during non-scheduled working hours or vacation shall be utilized.

Subd. 2. An employee who is unable to work because of illness or injury and who has exhausted all sick leave credit shall, upon receipt and with Board approval, be granted a medical leave of absence without pay for a period of time not to exceed one (1) year from the approval date. The District may after review of the specific condition renew such leave for a period of one (1) more year pending medical evidence.

Subd. 3. A request for a leave of absence under this section shall be accompanied by a written statement from a medical doctor outlining the condition of health and estimated time at which the employee is expected to assume his/her normal responsibilities. The employee requesting medical leave shall, if the board desires, submit to an examination by a physician(s) selected by the Board, at Board expense, prior to the granting of medical leave.

Subd. 4. Any employee who fails to comply with the provisions of this section may be terminated for just cause.

Section 5. Workers' Compensation:

Subd. 1. Upon request of an employee who is absent from work as a result of a compensable injury 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.

Section 6. Maternity Leave:

Subd. 1. An employee shall be afforded a maternity leave of absence providing 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 District.

Subd. 2. An employee who is pregnant shall either submit a written resignation or request a leave of absence in writing subject to the provisions of this section.

Subd. 3. An employee shall notify the Superintendent or designee in writing not later than the end of the four month of pregnancy; and also at such time, provide a physician's statement indicating the estimated date of delivery of the child.

Subd. 4. The employee shall submit a written request to the Superintendent or designee 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 Superintendent or designee under Subd. 5. thereof.

Subd. 5. The effective beginning date of such leave and its duration, or resignation if the employee so elects, shall be submitted to the Superintendent or designee for his/her consideration. In considering the date of commencement and duration of the leave or the effective date of resignation, the Superintendent or designee shall review each case on its individual merits taking into consideration the following:

- a.) The desires of the employee.
- b.) The individual capacity of the employee.
- c.) The specific employment duties of the employee.
- d.) The effect of the condition upon the employee's efficiency.
- e.) The recommendation of the employee's physician.
- f.) The recommendation of the School District's physician, if requested.
- g.) The availability of a replacement employee.

Subd. 6. In making a determination under Subd. 5 concerning the commencement and duration of a maternity leave of absence, or resignation if the employee elects to resign, the superintendent or designee shall not, in any event, be required to grant any maternity leave for more than 12 working months in duration.

Subd. 7. If the employee complies with all provisions of this section, a maternity leave shall be granted by the Superintendent or designee, and the Superintendent or designee shall notify the employee in writing of his/her action.

Subd. 8. An employee returning from a maternity leave shall be re-employed in a position for which she is qualified commensurate with a position occupied prior to the leave subject to the following condition: That she returns on the date designated on the request for leave approval by the Superintendent or designee.

Subd. 9. Failure of the food service employee to return pursuant to the date determined in this section shall constitute grounds for termination in the District.

Subd. 10. The parties agree that the applicable periods of probation for employees as set are intended to be periods of actual service enabling the District to have an opportunity to evaluate the employee's performance. The parties agree, therefore, that periods of time for which the food service employee is on maternity leave shall not be counted in determining the completion of the probationary period.

Subd. 11. An employee who returns from maternity leave within the provisions of this section shall retain all previous experience credit and any unused sick 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. 12. An employee on maternity 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 she wished to retain, commencing with the beginning of the 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. 13. The parties further agree that any maternity leave of absence granted under this Section shall be a leave without pay.

Subd. 14. If a position has been abolished, the provisions of Schedule A, Number 8 shall govern.

Subd. 15. If any of the above shall be in conflict with state or federal laws the above shall be superseded.

Section 7. Career Exploration Leave: A voluntary leave of absence for at least twelve months but no more than fifteen months, without pay, shall be granted by the Board under the following conditions:

Subd. 1. The employee must have been employed on a half-time or full-time basis by the District for at least five (5) years but have less than thirty (30) years total of employment.

Subd. 2. A leave may be granted only once.

Subd. 3. The employee on such leave shall be reinstated to the least senior position in the same category which he/she occupied prior to going on leave provided he/she has more seniority and the employee has not been terminated under the layoff provision of the contract; and has notified the Board of her intent to return prior to May 1st of the year of the date of return. Failure to comply with this subdivision shall constitute grounds for termination.

Subd. 4. The employee on such leave shall retain seniority earned prior to the leave but shall not accrue any additional seniority in the District during the period of said voluntary leave, any

sick leave or years of service toward vacation accrual shall be granted should the employee return to work in District #13.

Subd. 5. No sick leave or vacation will accrue and any insurance benefits will not be provided by the Board during this voluntary leave. The employee may remain in the group hospitalization/medical plan at his/her expense if no other employment is held and the carrier permits. All premiums for this insurance shall be paid a month in advance.

Subd. 6. The voluntary leave shall be limited to one (1) employee starting fiscal year 1982-83 and thereafter providing a suitable replacement can be found.

Subd. 7. It shall be agreed by the parties that any individual granted a voluntary career exploration leave shall not file for unemployment compensation benefits chargeable to the District.

ARTICLE X

TIME LOSS DUE TO ILLNESS OR INJURY

Section 1. Lost Time: No sick leave or vacation which may have accrued during the time away from work due to illness or injury will be granted to any employee who is absent on long-term sick leave (defined as twenty (20) consecutive work days or longer) or leave while on Workers' Compensation or leave without pay. There will be no sick leave or vacation granted to any employee while absent on leave without pay. Any accrual of sick leave or vacation while absent on medical leave or long-term sick leave as defined in this section will be credited to the employee after the employee returns to work. No vacation or sick leave will accrue or be granted to any employee who is on extended sick leave in excess of three months.

ARTICLE XI

HOURS OF SERVICE

Section 1. Basic Work Week: A regular work week shall consist of 40 hours, exclusive of lunch period for full-time employees. Any time worked over 40 hours in a work week shall be paid at the time and one-half rate.

Section 2. Part-Time Employees: The School Board reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis.

Section 3. Shifts and Starting Time: All employees will be assigned starting time and shifts as determined by the Administration.

Section 4. Lunch Period: Employees shall be provided a duty-free lunch period of at least thirty (30) minutes. In addition, full-time employees shall be allowed one fifteen (15) minute rest break for each four (4) hours of work. Five (5) hour or less employees shall be allowed one fifteen (15) minute rest break. Three (3) hour or less employees shall be allowed one unpaid fifteen (15) minute break. Such breaks shall be scheduled by the food service employee manager in conjunction with the Food Service Supervisor.

Section 5. School Closing: In the event that school is closed by the Superintendent for any reason, and teachers and/or students are not required to be in attendance, food service employees shall not report to work and shall be paid for the day, provided the missed school day is not made up at a later date.

ARTICLE XII GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by a food service employee resulting in a dispute or disagreement between the food service employee and the School Board as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

Section 2. Representation: The aggrieved may be represented by another person or persons of his/her choice but when so represented, the aggrieved must also be present. The number of representatives shall be limited to three (3).

Section 3. Definitions and Interpretations:

Subd. 1. Days: Reference to days regarding the time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated holidays by state law.

Subd. 2. 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 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, Sunday, or a legal holiday. Time can be changed by mutual consent.

Subd. 3. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period.

Subd. 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School Board's designee, setting forth the facts and the specific provisions of the Agreement allegedly violated and the particular relief sought within ten (10) days after the date of the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust the alleged grievance informally between the food service employee and the School Board's designee.

Section 4. Adjustment of Grievance: The School Board and the food service employee shall attempt to adjust all grievances which may arise during the course of employment of any food service employee within the School District in the following manner:

Subd. 1. Level I. If the grievance is not resolved through informal discussions, the aggrieved shall present his/her grievance in writing to her/his immediate supervisor. The immediate Manager shall give a written decision on the grievance to the party involved within five (5) days after receipt of the written grievance.

Subd. 2. Level II. In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent and/or designated representative shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III. In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within ten (10) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or

representative(s) of the School Board may be designated by the Board to hear the appeal at this level, and report its findings and recommendation to the School Board. The School Board shall then render its decision.

Section 5. School Board Review: The School Board reserves the right to review any decision issued under Level I or II of this procedure provided the School Board or its representative notify the parties of its intention to review ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this the School Board reserves the right to reverse or modify such decision. Should the School Board review and rescind a decision either at Level I or II, the grievant may re-file directly to the next step within ten (10) days.

Section 6. Denial of Grievance: Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the food service employee may appeal it to the next level.

Section 7. Arbitration Procedures: In the event that the food service employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Requests: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the Office of the Superintendent or designee within ten (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 which 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 ten (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 to appoint an arbitrator, pursuant to the PELRA, providing such request is made within ten (10) days after the request for arbitration. The request shall ask that the appointment be made within twenty (20) days after receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information: Upon appointment of the arbitrators, the appealing party shall within five (5) days after notice of appointment forward to the arbitrator, with a copy of the School board, the submission of the grievance which shall include the following:

- 1.) The issues involved.
- 2.) Statement of facts.
- 3.) Position of the grievant.
- 4.) The written documents relating to Section 5, of the grievance procedure.

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 proceedings before the arbitrator shall be a hearing denovo.

Subd. 6. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in the PELRA of 1971, as amended.

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. The parties shall share equally in the costs and expenses of the arbitrator. A transcript or recording shall be made of the hearing at the request of the party desiring the transcript. The cost shall be borne by the party making the request unless both parties agree to same, then costs shall be shared equally.

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 extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which

shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, selection, direction and number of personnel.

In considering any issue in dispute, in its order the arbitrator shall give the consideration to the statutory rights and obligations of the Public School Board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Subd. 9. Election of Remedies and Waiver: A party instituting any action, proceeding, or complaint in a federal or state court of law or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another form as outlined herein, the employee shall waive his/her right to initiate a grievance pursuant to this Article, or if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

ARTICLE XIII

DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2018 through June 30, 2021 and thereafter until modifications are made pursuant to the PELRA of 1971, as amended. 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 ninety (90) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School Board and the Exclusive Representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School Board policies, rules or regulations concerning terms and conditions of employment inconsistent with these 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 negotiations during the terms of this Agreement except by mutual consent.

Section 4. Severability: The provisions of this Agreement may be severable by court direction and if any provisions 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:

School Service Employees, SEIU Local 284

Independent School Dist. No. 13

450 Southview Boulevard
South St. Paul, MN 55075

1440 - 49th Avenue N.E.
Columbia Heights, MN 55421

Union Representative

Board Chairperson

Union Steward

Clerk

Bargaining Team Member

Negotiator

Bargaining Team Member

Negotiator

Bargaining Team Member

Negotiator

Dated this _____ day of _____, 2018

Dated this _____ day of _____, 2018

SCHEDULE A
BOARD OF EDUCATION
Independent School District No. 13
Columbia Heights, MN

REGULATIONS GOVERNING FOOD SERVICE PERSONNEL FOR 2018-2021. All salaries based on daily rates. Step movement for food service employees shall be based on January 1 employment dates, i.e. employees hired before January 1 move to next step on July 1. A part-time employee moving to an eight hour position will have their time pro-rated to equal an eight hour full-time equivalence for placement on the right hour salary schedule.

1. Food service employees work schedules shall vary between the hours of 6:00 a.m. to 3:00 p.m. under the direction of the Manager of Food Service. All time worked over eight (8) hours per day shall be paid at the rate of time and one-half. Time and one-half shall be paid for Saturday, Sunday and holidays. This is to include part-time workers. Special functions require one food service employee for every 300 people served to act in an advisory capacity at the discretion of the supervisor.
2. For the 2018-2021 school years, the salaries schedule shall be as follows:

Schedule A

Medium Hour Cooks - Food Service Employees (2.25 to 6.0 Hours)

	2018-2019	2019-2020	2020-2021
Step 1	\$15.28	\$15.59	\$15.90
Step 2	\$16.27	\$16.60	\$16.93
Step 3	\$17.27	\$17.62	\$17.97
Step 4	\$20.71	\$21.12	\$21.54

Long Hour Cooks - Food Service Employees (6.25 to 8.0 Hours)

	2018-2019	2019-2020	2020-2021
Step 1	\$15.75	\$16.07	\$16.39
Step 2	\$16.49	\$16.82	\$17.16
Step 3	\$18.20	\$18.56	\$18.93
Step 4	\$21.25	\$21.68	\$22.11

Cook Managers - Food Service Employees

	2018-2019	2019-2020	2020-2021
Cook Managers – all buildings	\$24.88	\$25.38	\$25.89

3. Grant longevity pay of \$275.00 annually after ten (10) years of continuous service, \$375.00 annually after fifteen (15) years of continuous service, and \$500.00 after twenty (20) years of continuous service, payable annually in one lump sum with the last pay period for the school year in which the longevity was earned. In the event the employee is retiring before the end of the school year, the district shall pay the longevity on his or her last paycheck.

4. All employees shall be paid for ten (10) holidays: Labor Day, Teacher Convention (Friday), Thanksgiving Day, day after Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year’s Day, President’s Day, Good Friday and Memorial Day. Effective July 1, 2019, all employees shall have eleven (11) paid holidays with the addition of New Year’s Eve Day. In order to be eligible for holiday pay, an employee must have worked his/her regular work day before and after the holiday unless the employee is on excused illness, leave, or on vacation.

5. In order that the work may be accomplished effectively, the Manager of Food Service is responsible for arranging the hours of work for each food service employee. It shall also be his/her responsibility to transfer personnel to determine hours worked. The interest of the employees must always be considered, but all arrangements must be made in order to accomplish the major purpose of getting the necessary work done and completed on schedule. All employees must recognize and accept such assignments.

6. If a lower pay class employee replaces a higher pay class employee, the lower pay class employee shall receive the high pay class employee wage rate after three (3) days of replacement retro-active to the first day of replacement. For replacement of three (3) days or less, \$.50/hour will be paid in addition to the employee’s regular hourly rate.

7. Seniority Relating to Lay-Off:
 - a.) Through the course of time, because of technological change, the decline of pupil population, etc. the employer may find it necessary to eliminate a job or jobs to meet the needs of the District. If, in the judgment of the School District, it is necessary to reduce the work force the employer at its discretion shall lay off the employee within the affected

position classification with the least amount of seniority, but this employee may replace the employee in the same or lower pay position classification with the least seniority, provided the employee has the qualifications and ability to satisfactorily perform the job and has greater seniority. An employee on lay-off shall retain seniority and right to recall within classification in seniority order for a period of fifteen (15) months after the date of lay-off. Employees who are called back during this fifteen (15) month period but do not report for duty within ten (10) calendar days after written notification of recall shall forfeit all rights to further recall. Those food service employees on lay-off will be placed on the district food service substitute list. Employees on lay-off who return to work in a substitute capacity shall receive credit on the seniority list if they work an excess of fifty (50) days in a school year. This provision shall be effective July 1, 1982 and under no circumstances be retroactive.

- b.) Any termination of services from District #13 due to resignation shall constitute a complete waiver of any and all previous seniority rights should the employee be rehired. Placement on the salary schedule shall not exceed Step 2 as per Agreement.

Seniority shall be broken by discharge, lay-off after one year of permanent disability or after two years from the date sick leave is exhausted.

- c.) Cook Managers: In the event of job elimination, the most senior cook manager will replace the least senior cook manager within the category. The least senior cook manager will revert to his/her old eight (8) hour position if it exists, or he/she shall have the right to displace the least senior eight (8) hour cook if he/she has more seniority. An employee accepting a cook manager position shall serve an initial 90-day probationary period in that position. In the event that he/she cannot satisfactorily perform the duties of the job, he/she shall revert to his/her old position, if it exists, or to the least senior eight (8) hour position if the individual has more seniority. The eight (8) hour employee displaced will then replace the least senior four (4) hour employee.

- 8. Retirement policy as stated in the Board Policy Manual will apply to all food service employees.
- 9. Individuals shall purchase uniforms and shoes from the District-designated vendor agreed to by the union steward and/or from any retail store or as otherwise agreed upon by the district and union steward. Employees will be reimbursed upon receipt of acceptable documentation of purchase from the retail store. All uniform purchases from a retail store and charges from

designated vendor must be completed by April 1 and reimbursements will be paid within 30 days of submission of proper documentation of an eligible purchase from the retail store.

Laundering of uniforms will be the responsibility of the employee.

Maximum dollar amount for purchase either of uniforms or shoes or a combination thereof by the School District shall be \$200.00 per school year.

10. All food service employees will be guaranteed a minimum of 170 days of employment plus nine (9) holidays barring any unforeseen emergency, lack of funding or any other uncontrollable situation that may close the food service operation. Employees will be granted 50% of their daily rate if they arrive at work and are sent home due to an emergency.
11. The School District encourages Food Service employees to further their food service knowledge through educational coursework, as specified under the Minnesota Professional Development Plan for Food Service and Nutrition, 1994. Any persons hired into a new position, beginning November 1994, must meet the following educational requirements:
 1. Food service managers must be certified with the School Nutrition Association ("SNA") to a level three (3) certification within two (2) years of accepting the position.
 2. All food service employees shall attain the initial Level I certification within six months of accepting a position. The district will provide 10 hours of in-service training per year on site, which includes the training required for annual recertification and a portion of the training for the initial Level I certification. At least eight of the 10 in-service training hours will qualify as SNA credit hours. The School District will designate the time and place for such training. The remaining training required off-site for the initial Level I certification will be paid by the School District and the employee shall be paid for the time spent in the training. The employees shall be paid their normal hourly rate for attending such certification training. The School District shall continue to pay for coursework required to obtain Level II and Level III certification, if pre-approved by the Manager of Food Service. Testing shall take place on a school day as soon as possible after certification training.
 3. All food service employees must take the district approved test (Level I comparable) on an annual basis.

All food service employees who take the coursework required to obtain Level I, Level II and Level III certification, and who pass the test upon completion of the coursework shall be paid an annual stipend in one lump sum payment as follows:

Level I	\$200.00
Level II	\$300.00
Level III	\$500.00

12. The union or its agent and officers agree that they will not authorize or encourage any work stoppage or slow down during the term of this Agreement.
13. Temporary/substitute eight (8) hour employees who have completed 67 calendar days of service in a school year shall be placed on Step One (1) of the pay scale. Temporary/substitute four (4) hour employees who have completed 67 calendar days of service in a school year shall be placed on the first step of the pay scale. Such employees shall not acquire seniority and shall not be entitled to fringe benefits including but not limited to vacation or sick leave accumulation, holiday pay, insurance benefits, or severance pay. Substitute employees shall be placed on the entry level step of appropriate wage schedule. Substitute employees shall be entitled to fringe benefits and shall acquire seniority only when hired by the School Board and become a permanent employee.
14. Vacation: Four (4) days of vacation shall be granted all full-time regular employees after eight (8) years of continuous service. Part-time employees shall be granted four (4) vacation days equal to the hours of employment worked per day after eight (8) years of continuous service. Eligibility for vacation movement shall be determined as of July 1 of each year for all employees.
15. Vacations or Leave Without Pay: If a substitute is required, a maximum of eight (8) employees will be granted the opportunity to take vacation or leave without pay up to two (2) weeks during a period other than the normal summer months. Selection will be strictly on a seniority basis, the most senior employee being granted his/her choice. However, once an employee has exercised this right, he/she shall revert to the bottom of the seniority list. No more than one employee to be gone at any one time. Limited exceptions to this policy may be made by the employee's immediate supervisor, the Manager of Food Service with mutual consent of the Union Steward. Notice must be given to the employee's immediate Manager and the Union Steward four (4) weeks prior to the start of the eight (8) vacation periods to allow time for planning coverage during the vacation period. All changes in vacation policy to be effective July 1, 1981.

16. Payment in Lieu of Vacation: Employees may elect by June 15th of any year to have a payout in lieu of using vacation that has not yet been earned, up to ten (10) days, subject to the following requirements. The Employee's payout in lieu of vacation must be based upon the accrued and unused vacation which is accrued on July 1 following the Employee's election for a vacation payout. Employees making such an election shall have their unused vacation paid out by December 31st of the same year. The request for vacation pay must be accompanied by the employee's vacation card and a signed claim verification indicating the unused vacation days for which the employee is claiming payment.

17. Employees on lay-off, who return in a substitute capacity, will receive the same rate of pay as they received at the time of lay-off.