

Master Agreement

For the

2013-2015

School Years

Between

Independent School District No. 721

And

Food Service Staff,
SEIU Local 284

New Prague, Minnesota

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2013-2015
AGREEMENT – FOOD SERVICE STAFF
INDEPENDENT SCHOOL DISTRICT No. 721
NEW PRAGUE, MINNESOTA 56071

ARTICLE I
PURPOSE

Section 1. Parties: THIS AGREEMENT, entered into between the School District of Independent School District No. 721, New Prague, Minnesota, hereinafter referred to as the School District, and the Local No. 284 of the Service Employees International Union, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended hereinafter referred to as the PELRA to provide the terms and conditions of employment for food service employees during the duration of this Agreement.

ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the PELRA of 1971, the School District recognized Service Employees International Union, Local No. 284, as the exclusive representative for the cooks and employed by the School District of Independent School District No. 721, which exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

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

Section 3. Fair Share Fee: In accordance with P.E.L.R.A., as amended, any employee included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee for any employee shall be in an amount equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative, but in no event shall the fee exceed 85 percent of the regular membership dues. Any fair share challenge shall not be subject to the grievance procedure.

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 purposes of this Agreement, the term "food service staff" 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 employees whose services do not exceed fourteen (14) hours per week or thirty-five (35) percent of the normal work week, employees who hold positions of a temporary or seasonal character for a period not in excess of sixty-seven (67) working days in any calendar year and emergency employees. The parties agree that food service employees who are scheduled to work at least two and a half (2.5) hours per day are eligible for the bargaining unit.

Section 3. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

ARTICLE IV
SCHOOL DISTRICT RIGHTS

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

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

Section 3. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School District and shall be governed by the laws of the State of Minnesota, and by School District 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 District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School District insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this agreement and recognizes that the School District, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State. 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 Board rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

ARTICLE V

EMPLOYEE RIGHTS

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or their representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the condition 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 organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the School District.

Section 3. Request for Dues Check Off: Employees shall have the right to request and be allowed dues check off for the employee organization of their selection, provided that dues check off and the proceeds thereof shall not be allowed any employee organization that has lost its right to dues check off pursuant to PELRA. Upon receipt of a properly executed authorization card of the employee involved, the school district will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization during the period provided in

said authorization. Deductions may be terminated by the employee by giving thirty (30) days written notice to the personnel office to stop deductions.

Section 4. Seniority Date: When an employee completes the probationary period, the employee's seniority date shall be established as of the most recent beginning date of continuous employment. If two or more employees share the same start date and thus have equal seniority, the tie will be broken by drawing of names. The employees will be given the opportunity to participate in the tie-breaking procedure. An employee's established seniority date may change if the employee terminates then subsequently returns to employment, or if the employee takes a leave of absence such that would cause the employee's seniority date to change under other provisions of this agreement.

Section 5. Seniority List:

Subd. 1. The personnel office shall publish a seniority list for this bargaining unit annually by November 15. It shall thereupon post such list in an official place in each school building of the district.

Subd. 2. Any person whose name appears on such list and who may disagree with the findings of the School District and the order of seniority in said list shall have twenty 20 days from the date of posting to supply written documentation, proof and request for seniority change to the personnel office.

Subd. 3. The personnel office shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes the personnel office deems warranted. A final seniority list shall thereupon be prepared by the personnel office, which list as revised shall be binding on the School District and the employees.

Section 6. Reduction in Force: The parties recognize the principle of seniority in the application of this Agreement, concerning reduction in force, provided the employee is fully qualified to perform the duties and responsibilities of the position. An employee on layoff shall retain this seniority and right to recall in seniority order for a period of twenty-four (24) months after the date of layoff. An employee whose position is to be reduced will be notified in writing, with a copy to the union steward. If an employee is to be recalled after layoff, the district will send written communication to the employee's address on file with the district notifying the employee of the recall, with a copy to the union steward. The notice of recall will specify by when the employee must accept the recall in order to retain continued employment. The period offered for consideration will be no less than three calendar days. An employee may notify the district in writing in advance of dates when the employee will not be able to receive mail at the

employee's address on file, (i.e., the employee is on vacation, at a forwarding address, out of town, etc.) If the employee will be unavailable, as stated above, and the employee provides the district with an alternate contact method, the district will use the alternate contact method to notify the employee of the recall if one arises. The three calendar days for consideration shall commence when the district provides the alternate notice. If the employee cannot be contacted for a period of time, the district will hold the position for the employee's consideration for one calendar week. If the employee does not respond to the notice of recall within the specified time, or if the employee declines the recall, the employee's employment will be terminated and the employee will have no further rights to recall. If the employee accepts the recall, the employee will not be expected to return to work in less than 14 calendar days after acceptance, unless the district and the employee mutually agree to an earlier return to work date.

Section 7. Steward Time Off for Union Meetings:

Subd. 1. The steward shall be allowed time off without pay to attend union meetings. Other unit members may be permitted time off upon approval by the Superintendent or Superintendent's designee based upon operational need.

Subd. 2. The employee requesting the time off for union business shall request the time via electronic Time Off at least five (5) working days in advance.

Section 8. Retirement: Retirement for any cook will be compulsory in accordance with federal and state statutes.

Section 9. Jury Duty: A cook may serve on jury duty if called. No salary deduction will be made, but the staff member is to return to the District the fees he receives for jury duty excluding travel pay. Documentation of jury duty should be via electronic Time Off.

Section 10. Notice of Termination: Two (2) weeks' notice of termination or layoff of work will be the minimum notice given on the part of both employee and the employer.

**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, 2013 to June 30, 2015.

Section 2. Pay Option: Employees of this bargaining group may elect to be paid over nineteen 19 or twenty-four 24 pay periods. A change in pay option must be made to the personnel office before September 1.

Section 3: Substituting: A unit member who is assigned to substitute for another food service employee shall be paid the substituting member's usual hourly rate of pay for the time spent substituting.

Section 4. Step Advancement: Employees who have their first day of permanent work on or before December 31 of any one year will be eligible for step movement the following July 1. Those starting work after December 31 would not advance to the next step until July 1 of the following year.

Section 5. Hourly Basis: All full and part-time people shall be paid on the daily hours worked rather than on a salaried basis.

Section 6. Banquet Duty: Assignment for banquet duty will be rotated among all employees with non-school banquets being paid at the rate of one and one-half (1-1/2) times their base rate for all hours worked.

Section 7. Extra Work Hours: Regular employees shall be offered any extra time needed over and beyond their regularly scheduled hours. An employee who normally performs the job function during the school year shall be called first to perform non-scheduled work. After that, it shall be done by building and then district seniority.

Section 8. Emergency Closing: In the event that school is closed for any reason including inclement weather, the food service personnel shall be granted one (1) paid day per school year. These days are not to be deducted from sick leave.

Section 9. Serv Safe Class: All employees are required to attend Serv Safe classes during their first ninety (90) days of employment (if there is not a class available in the first ninety (90) days, then employee is required to take the first class available) with the tuition to be paid for by the district. The District will pay for class time. There will be no mileage paid but employee may use a school vehicle if one is available.

ARTICLE VII

GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School District.

Section 2. Health and Hospitalization Insurance:

Subd. 1. Single/Family Coverage: The school district shall contribute up to \$9880 for 2013-2014 and up to \$10,374 for 2014-2015 to the New Prague Schools ISD #721 Health Care Plan to be used for premium payment. All eligible employees shall be enrolled in a minimum of a single

plan. Anyone not using the full contribution for premium expense will receive up to \$1,300 of the excess contribution as additional salary. Full-time employees, for the purpose of insurance benefits, shall be defined as any food service employee working more than twenty hours per week. Any employee who worked at exactly twenty hours per week during the 2002-2003 school year shall remain eligible for insurance benefits until such time that their work assignment drops below twenty hours.

Section 3. Life Insurance: \$50,000 Life and Accidental Death and Dismemberment Insurance will be provided for all employees who are scheduled to work more than four (4) hours per day. The School District shall pay the full premium. Each employee may purchase additional group term life insurance in the amount of \$50,000 at the group rate upon evidence of insurability and acceptance by the carrier. The cost of such additional coverage shall be paid fully by the employee through payroll deduction.

Section 4. Long Term Disability Insurance: The School District shall provide and pay the cost of long-term disability insurance coverage for eligible members of this unit, providing a benefit of two-thirds of regular monthly compensation with a waiting period of not more than sixty (60) days after the date of the disability. Benefits shall continue, pursuant to the terms and conditions of the policy. Eligibility for this section shall be defined as employees working more than twenty hours per week.

Section 5. Dental Insurance: All eligible employees shall have the option of enrolling in individual, family, or no dental insurance. For employees who have elected to enroll, the School District shall contribute up to \$350.00 per year toward the premium for individual or family dental insurance for all employees who qualify for and are enrolled in the District's dental insurance program. Eligibility for dental benefits shall be the same as outlined for Health and Hospitalization benefits, above.

Section 6. Duration of Insurance Contributions: An employee is eligible for board contributions as provided in this Article as long as the employee is employed by the School District. Upon termination of employment, all Board participation and contribution shall cease effective the last day of the month.

Section 7: Compensation Program:

Subd. 1. An employee hired on or before July 1, 2002 who does not participate in the employer match portion of the Deferred Compensation Program and with ten (10) years or more of service and who, at the time of retirement, is scheduled to work more than four (4) hours per day, who is at least 60 years of age shall, upon resignation, receive \$14,000 to be deposited into the Post-

Retirement Health Care Plan and shall be eligible to continue in the ISD 721 group insurance plan at their own expense until they reach Medicare eligibility. This benefit shall not be granted to any employee who is discharged by the district or resigns upon being proposed for discharge for just cause.

Subd.2. 403B Deferred Compensation Plan:

All members of this unit are eligible to participate in the district's deferred compensation plan. An employee who has completed at least three (3) years of service with the school district shall be eligible to receive a matching contribution to the employee's deferred compensation plan. Once an employee elects to receive a matching contribution to the employee's Deferred Compensation Plan, that employee is no longer eligible for the severance benefit in subd. 1, above.

Subd.3. The district will match the eligible employee's annual contributions based upon the employee's completed years of service. The district shall contribute annually an amount equal to the amount contributed by the employee up to the maximum contribution listed in this Section.

Years of Service	Maximum Match
0-3	\$0
4-9	\$200
10-15	\$400
16-21	\$800
22-or more	\$1000

Subd. 4. The maximum career matching contribution by District #721 shall be \$15,000.

Subd. 5. A salary reduction authorization agreement must be completed by September 1 for the employee to initiate or change contributions in the 403B matching contributions plan for that school year. In the event that a contract has not been ratified by the beginning of the school year, the employee will have one month after ratification to initiate or make changes to their matching plan.

Subd. 6. Employees on unpaid leave may not participate in the deferred compensation plan while on leave.

ARTICLE VIII

PROBATION AND DISCHARGE

Section 1. Probation: All new cooks shall be on probation for a period of ninety (90) days on which the employee performs work. After that, if retained, they become regular employees of the District and are entitled to the privileges thereof.

Section 2. Discipline:

Subd. 1. The School District will discipline employees who have completed the required probationary period only for just cause.

Subd. 2. Gross misconduct shall constitute cause for disciplinary suspension and discharge. Gross misconduct shall include, but not be limited to, theft, intentional or negligent destruction of School District property, pilfering or the unauthorized taking or appropriation of property, an assault or threat made against other persons, disobedience of or failure to obey a lawful order given by a person authorized by the School District to give such orders, substandard work performance, at work under the influence of an intoxicant, or other chemical not prescribed for the employee by a duly licensed physician, commission of a crime, excessive absenteeism or tardiness, repetition of lesser offenses. This listing is illustrative only and is not intended to be all inclusive.

Subd. 3. A disciplinary action imposed upon an employee who has completed the required probationary period may be processed through the grievance procedure contained in Article XII herein, including arbitration.

Subd. 4. A disciplinary action imposed upon an employee who has not completed the required probationary period may be processed through Level II of the grievance procedure but such grievances shall not be subject to the arbitration provisions of Article XII herein.

ARTICLE IX

OTHER CONDITIONS

Section 1: Health Screenings: In the event that Minnesota State Law or the School District requires an employee to prove by Mantoux Test or chest x-ray freedom from T.B. the School District will pay the full cost of the tests.

ARTICLE X
LEAVES OF ABSENCE

Section 1. Personal Leave: An employee shall be granted a personal leave with pay of no more than two (2) days per year noncumulative. All notification of personal leave shall be made via electronic Time Off system not less than twenty-four (24) hours in advance except in emergencies and will be granted on the basis of the order such requests are received. Generally, not more than one (1) food service employee per building will be granted personal leave on any given day. Personal leave, generally, will not be granted during the first or the last five student contact days of the school year nor the day before or after a legal district holiday when school is not in session. Exceptions may be granted in exceptional and unusual cases at the discretion of the Superintendent.

Section 2. Bereavement Leave: Up to five (5) days of leave per incident, non-cumulative, may be granted to each employee upon the death of a spouse, child, sibling, parent, parent-in-law, brother-in-law, sister-in-law, child-in-law, aunt, uncle, grandchild, grandparent, or grandparent-in-law. In unusual circumstances, the Superintendent may grant additional days of bereavement leave. Approval of such leave shall be made via electronic Time Off system.

Section 3. Sick Leave:

Subd. 1. All full-time employees shall earn sick leave at the rate of ten (10) days annually. Each part-time employee shall earn sick leave which shall be prorated on the basis of hours worked per day compared to a full eight (8) hour work day. Sick leave shall accrue for days when employees are on paid leave. Sick leave shall not accrue when employees are absent but are not on paid leave.

Subd. 2. Unused sick leave days may accumulate to a maximum credit of ninety (90) days of sick leave per employee.

Subd. 3. Sick leave with pay shall be allowed by the School District whenever an employee's absence is found to have been due to illness that prevented their attendance and performance of duties on that day or days. Sick leave with pay shall be allowed by the School District whenever an employee's absence is found to have been due to illness of an employee's child. Sick leave for the care of other relatives (adult child, spouse, sibling, parent or stepparent) will adhere to Minnesota Statute 181.9413 up to a maximum of 160 hours during a school year. Additional days can be granted at the discretion of the District Administration.

Subd. 4. The School District may require an employee to furnish a medical certificate 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 School District.

Subd. 5. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 6. Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Subd. 7. Documentation of such leave shall be made via electronic Time Off system.

Section 4. Workers' Compensation:

Subd. 1. Upon the 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 individual'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 prorated portions of days of sick leave or vacation time which is used to supplement worker's compensation.

Subd. 3. Such payment shall be paid by the School District to the employee only during the period of disability.

Subd. 4. In no event shall the additional compensation paid to the employee by virtue of sick leave or vacation pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

Subd. 5. An employee who is absent from work as a result of an injury compensable under the Worker's Compensation Act, who elects to receive sick leave or vacation pay pursuant to this policy, shall submit their workmen's compensation check, endorsed to the school district, prior to receiving payment from the School District for their absence.

Section 5. Child Care Leave:

Subd. 1. A child care leave of up to twelve (12) months may be granted by the School District subject to the provisions of this section. Child care leave may be granted because of the need to prepare and provide parental care for a child or children of the employee including adoptions for an extended period of time.

Subd. 2. An employee making application for child care leave shall inform the personnel office in writing of intention to take the leave at least three (3) calendar months before commencement of the intended leave. At the time the employee applies for the leave, he or she shall indicate the

beginning and ending dates of the leave. A pregnant employee will also provide, at the time of the leave application, a statement from her physician indicating the expected date of delivery.

Subd. 3. The School District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year, i.e., winter vacation, spring vacation, semester break or quarter break, end of the grading period, end of the school year, or the like.

Subd. 4. In making a determination concerning the commencement and duration of a child care leave, the School District shall not, in any event, be required to:

1. Grant any leave more than twelve (12) months in duration.
2. Permit the employee to return to his or her employment prior to the date designated in the request for child care leave.

Subd. 5. An employee returning from child care leave shall be re-employed in a position for which he or she is qualified unless previously discharged or laid off.

Subd. 6. Failure of the employee to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the employee mutually agree to an extension in the leave.

Subd. 7. An employee who returns from child care leave within the provisions of this section shall retain all seniority credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The employee shall not accrue additional seniority for pay purposes or leave time during the period of absence for child care leave.

Subd. 8. Leave under this section shall be without pay, fringe benefits, or sick leave. Child care leave runs concurrently with FMLA and other leaves.

Section 6. Medical Leave:

Subd. 1. An employee who has completed their probationary period, who is unable to perform their 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 to the personnel office, be granted a medical leave of absence, without pay, up to one (1) year. This leave may be renewed at the discretion of the School District.

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

Subd. 3. An employee may be granted a leave of absence for up to one year, without pay, at the discretion of the superintendent, for care of an ill or injured spouse or child.

Subd. 4. An employee on leave under this section shall continue to be assigned a position if such a position is available (a placement for the employee has not been excluded by position elimination or by discharge from employment). The position will be filled by a substitute employee until the employee returns, resigns, or is terminated according to Article X, Section 6, Subd. 1.

Subd. 5. Leave under this section shall not affect the employee's seniority date. However, if the leave is renewed and exceeds twelve (12) months, the employee's seniority date shall be adjusted forward for the length of time the leave exceeds twelve (12) months. Example: an employee's seniority date is 9/1/06 and they are on an approved leave for eighteen (18) months, their new seniority date would be 3/1/07.

Section 7. Emergency Leave: An employee may be granted one day of paid emergency leave per year, non-cumulative, at the discretion of the superintendent for situations which can only be attended to during the scheduled work time of the employee and of which the employee has less than 48 hours notice.

Section 8. Insurance Application: An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The 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.

Section 9. Credit: An employee who returns from an unpaid leave shall retain experience credit for pay purposes and other benefits which they had accrued at the time they went on leave. No credit shall accrue for the period of time that an employee was on an unpaid leave.

Section 10. Attendance Incentive: Effective the 2012-13 school year, an employee who uses no sick leave in that contract year will receive three (3) days of pay, at the sub rate of pay. If only one (1) day of sick leave is used, employee would receive two (2) days of pay, at the sub rate of pay. If only two (2) days of sick leave is used, employee would receive one (1) day of pay, at the sub rate of pay. Payment would be issued on the June 15 payroll.

ARTICLE XI

HOURS OF SERVICE

Section 1. Basic Work Week: A regular work week for full-time cooks shall consist of 30 and 40 hours. Employees shall be paid at the rate of one and one-half (1-1/2) times their regular

hourly rate for all hours worked in excess of forty (40) hours per week. This language shall not be misconstrued to guarantee of full-time employment. The School District reserves the right to reduce the hours of full-time employees to part-time status according to the seniority provisions of this Agreement. However, the School District shall maintain four (4) full-time cooks as defined above.

Section 2. Work Assignments: Work assignments will be made by the food service manager or team leader in charge of the building and/or the superintendent.

Section 3. Working Hours: The work week for all full-time cooks will consist of thirty (30) and forty (40) hours exclusive of the lunch period.

Section 4. Daily Schedule: The individual daily time schedule will be arranged by the food service manager or team leader and/or the superintendent for the best operation of the school building.

Section 5. Part-time Employees: The School District reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis.

Section 6. Shifts and Starting Time: All employees will be assigned starting time and shifts as determined by the School District or its proper representative.

Section 7. Notification of Work Schedule: The School District will provide tentative hourly assignments by June 15, subject to final confirmation by August 25. This clause shall not limit the School District's rights under any other section of this agreement.

Section 8. Split Shifts: Cooks, exclusive of those working banquets, etc., shall be assigned continuous hours per shift, exclusive of lunch. Exceptions may be made by mutual agreement between the employer and the exclusive representative.

Section 9. Holidays:

Subd. 1. There will be ten (10) paid holidays per year to coincide with the school calendar as adopted by the School District:

New Year's Eve Day	Thanksgiving
New Year's Day	Friday after Thanksgiving
Good Friday*	Labor Day
Memorial Day	Christmas Eve Day
President's Day*	Christmas Day

The school district reserves the right to schedule any of the above holidays marked with an * as duty days and establish an alternate holiday in lieu thereof.

Subd.2. Weekends: When a holiday falls on Saturday or Sunday, that day shall be considered a holiday for the employees of the District and the holiday will be observed on a day established by the School District.

ARTICLE XII

GRIEVANCE PROCEDURE

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

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

Section 3. Definitions and Interpretations:

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

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

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

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it bears a dated postmark of the United States mail within the time period.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within five (5) days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time period hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School District's designee.

Section 5. Adjustment of Grievance: The School District and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the School District in the following manner:

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

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within five (5) days after the receipt of the decision in Level I. If a grievance is properly appealed to the superintendent, the superintendent or his/her designee 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 his/her 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 a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within ten (10) 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 Board may be designated by the Board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. School Board Review: The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notify the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reserve or modify such decision.

Section 7. 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 employee may appeal it to the next level.

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

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the superintendent within five (5) days following the decision in Level III for 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 State Bureau of Mediation Services (BMS) to appoint an arbitrator, pursuant PELRA, providing such request is made within ten (10) days after request for arbitration. The request shall ask that the appointment be made within fifteen (15) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

- a. Upon appointment of the arbitrator, the appealing party shall within five (5) days after the notice of appointment forward to the arbitrator, with a copy to the School District, the submission of the grievance which shall include the following:
 1. The issues involved.
 2. State of Facts.
 3. Position of the Grievant.
 4. The written documents relating to Section 5, Article XII of the grievance procedure.
- b. The School District may make a similar submission of information relating to the grievance either before or at the time of the hearing.

Subd. 5. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing 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/her shall be

final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by the PELRA.

Subd. 7. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording, if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

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, and selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public School District to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

ARTICLE XIII

VACANCY POSTING AND PROCEDURES

Section 1. Head Position: Any future head position or new head positions shall be posted. The successful applicant shall be given a ninety (90) working day trial in the position. If the employee's performance is unsatisfactory to the School District, the School District may revert the employee to their original position.

Section 2. Postings: Any new position or vacancy shall be posted via online application system and a copy of the posting(s) shall be e-mailed to the Steward(s) at the time of the posting. Qualifications for various positions will be the chief determining factor. However, seniority will be taken into consideration. For any position posted on a day that is a student contact day

according to the district's calendar, the position shall be posted for a minimum of two (2) working days. For any position posted on a day that is not a student contact day according to the district's calendar, the position shall be posted for a minimum of five (5) working days. Any open positions in August will be posted for two (2) working days.

Section 3. Staff Reduction: In the event that a position of an employee is eliminated and/or reduced in hours, the employee has the right to bumping. An employee who has not had hours reduced or a position eliminated, but has been displaced by a more senior employee, has the same rights as the employee who was directly affected. It is understood that said employees must be qualified to bump into a position.

Section 4. Additional Work Time: In the event that a position in this unit has time added to its current position of more than thirty (30) minutes per day, this would constitute a new position, and shall be posted and procedures followed as prescribed in this article.

ARTICLE XIV

DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2013 through June 30, 2015, and thereafter until modifications are made pursuant to the PELRA. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than 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 District 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 District 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 negotiation during the term of this Agreement.

Section 4. Severability: The provisions of this Agreement shall be severable, 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:

For: SEIU Local 284
450 Southview Blvd.
South St. Paul, MN 55075

For: Ind. School District No. 721
410 Central Ave. N.
New Prague, Minnesota 56071

Committee Member

Board Chair

Committee Member

Clerk

Committee Member

Chief Board Negotiator

Committee Member

Chief Negotiator

Dated this ____ day of _____, 2014

Dated this ____ day of _____, 2014

SCHEDULE A

Food Service Employees

SCHEDULE A – employees hired after 9/1/11

*see attached list for employees on Schedule A

	2013-2014	2014-2015
Step 1	\$11.51	\$12.01
Step 2	\$11.71	\$12.21
Step 3	\$11.81	\$12.31
Step 4	\$12.31	\$12.81

SCHEDULE B – employees hired before 9/1/11 grandfathered on the 2010-2011 salary schedule

*see attached list for employees on Schedule B

	2013-2014	2014-2015
Level 1	\$12.66	\$13.16
Level 2	\$13.46	\$13.96

Employees do not advance from Level 1 to Level 2

LEADS – leads hired before 9/1/11 grandfathered on the 2010-2011 salary schedule

*see attached list for employees

	2013-2014	2014-2015
Leads	\$15.96	\$16.46

Includes \$2.50 wage differential for lead stipend

Longevity pay: After seven (7) years of continuous service employees will be granted an additional \$0.15 per hour. After fifteen (15) years of continuous service, employees will be granted an additional \$0.14 per hour, for a total of an additional \$0.29 per hour.

Wage Differential: Food Service Team Leaders will receive \$2.50 per hour above their basic salary schedule rate of pay:

Certification: Team Leaders holding certification will receive the amounts listed below above their basic salary schedule rate of pay:

Level II or higher \$0.45

The School District will reimburse all employees \$85.00 per contract year toward the cost of completed certification and re-certification classes that are pre-approved by the food service director.