

# AGREEMENT

Between

INDEPENDENT SCHOOL DISTRICT  
NO. 200

And

SEIU Local 284  
FOOD SERVICE PERSONNEL



Effective  
July 1, 2023 through June 30, 2024

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# EMPLOYMENT PROVISIONS FOR FOOD SERVICE PERSONNEL

Independent School District 200  
Hastings, Minnesota

2023-2024

## ARTICLE I - RECOGNITION OF EXCLUSIVE REPRESENTATIVE

### Section 1. Preamble

In accordance with the P.E.L.R.A. of 1971 as amended, the school board recognizes the Service Employees International Union Local 284 as the exclusive representative of food service employees included within the coverage of this Agreement. The school board hereby agrees it will not recognize or negotiate with any other person, association group, committee or entity other than the exclusive representative who shall have those rights and duties as prescribed by the P.E.L.R.A. of 1971, as amended, and as described in the provisions of this Agreement. In accordance with M.S. 179A.06, Subd. 3, any employee included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee required of any employee shall not exceed his or her pro rata share of the specific expenses incurred for services rendered by the exclusive representative relative to negotiations and administration of the grievance procedure for employees in the appropriate unit.

### Section 2. Description of Appropriate Unit

For purposes of this Agreement, the term "food service employee" shall mean all persons in the appropriate unit employed by the District, excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services are less than ten hours per week, employees who hold positions of a temporary or seasonal nature for a period not in excess of 67 working days in any calendar year, and emergency employees.

### Section 3. Parties

THIS AGREEMENT, made and entered into between the School Board of Independent School District No. 200, Hastings, Minnesota, hereinafter referred to as the District and the Food Service Employees International Union 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 P.E.L.R.A. of 1971, as amended, to provide terms and conditions of employment for food service personnel for the duration of this Agreement.

### Section 4. Terms and Conditions of Employment

Terms and conditions of employment shall mean the hours of employment, the compensation therefore, including fringe benefits and the District's personnel policies listed herein affecting the working conditions of the employee.



## **ARTICLE II - 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 his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed 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 District.

### **Section 3. Request for Dues Checkoff**

Employees have the right to request and be allowed payroll deduction for the Union and for the Union's political action committee, to the extent permitted by law. The District will commence deductions within 30 days of receiving notice from the Union of the authorized deduction(s). The District will remit deductions to the Union within 30 days of the deduction.

The notice will include certification from the Union that the Union has and will maintain a signed authorization from the employee for whom deductions will be made. A valid signed authorization includes, but is not limited to, an electronically signed authorization. The District may require a copy of the signed authorization form only if a dispute arises about the existence or terms of the authorization. The dues deduction authorization remains in effect until the District receives notice from the Union that an employee has changed or cancelled their authorization in writing in accordance with the terms of the original authorizing document.

The Union will indemnify the District for any successful claims made by an employee for unauthorized deductions made in reliance upon certification or information received from the Union.

### **Section 4. New Hire Union Meeting**

Within the first 30 days after hire, a new hire to the union will be afforded 30 minutes during the workday in which to meet with a representative from the union, either the business agent or the union steward, for an initial meeting to explain the role of the union to the new member.

### **Section 5. Probationary Period**

#### **Subd. 1.**

Newly hired or rehired employees shall be required to serve a probationary period of six working months, with the exception of externally hired Lead Cooks, who will serve a probationary period of nine working months. Upon completion of the probationary period, new or rehired employees shall become regular employees within the meaning of this Agreement and shall be credited seniority from the initial date of continuous employment by the District.

Subd. 2.

Any employee who has completed his/her initial probationary period and is moving from a three or four position to a five or six-hour position or from a regular cook to a lead cook position shall be subject to a new probationary period of six working calendar months. Any employee who has completed his/her probationary period and is making a lateral move to a different building will serve a new probationary period of one working calendar month.

Subd. 3.

Failure to obtain permanent status upon promotion or assignment to a new position shall not be grievable during the probationary period. A regular employee who has been assigned to a new position may during the probationary period be returned to his/her previous status and rate of pay. Should that happen, the vacated position will be posted. The decision to return to an individual's previous position can be determined by the employee or the District.

Subd. 4.

All probationary employees shall be evaluated monthly. The evaluations shall be conducted by the lead cook and/or the Food Service Director. Employees who are not performing satisfactorily will be counseled by their immediate supervisor and may be given, depending upon the circumstances, the opportunity to correct any deficiencies before being released from the position.

**Section 6. Union Access**

The District will allow the Union to communicate and meet with bargaining unit members, to the extent required by law.

**Section 7. New Employee Information**

The District will provide employee and new hire information to the Union as required by law.

**ARTICLE III - WAGE RATES**

**Section 1. Wage Rates**

The positions and wages reflected in Appendix A, attached hereto, incorporated herein and a part of this Agreement, shall be in effect for the duration of said Agreement. The work day shall be assigned by the administration. All lead cooks will work a seven or eight hour day (at the discretion of the administration) inclusive of lunch.

**Section 2. Step Increase Status**

Subd. 1.

Employees shall be compensated pursuant to Appendix A. If the initial employment is after January 1st, the employees shall not advance on the following July 1st. Upon the expiration of this Agreement, a step is not automatic and is subject to renegotiation by the parties. The District reserves the right to withhold advancement on the salary schedule if, in the judgment of the board, circumstances warrant it.

\*Grade 4 Cooks listed on Appendix A will be compensated according to Grade 5 on the Salary Schedule. All future Cooks will remain at Grade 4 on the Salary Schedule.



### **Section 3. Grade Level/Assignment Transition**

When an employee accepts a position at a higher grade level they will be shadowed in to an hourly rate that is closest to their existing rate and then moved to a step that reflects at least a 4% increase above their current rate.

### **Section 4. Moving to a Lower Grade**

When an employee moves to a position with a lower grade level they will be placed at their same step on the new salary schedule in the appropriate classification.

### **Section 5. Job Postings**

All vacancies will be posted for a minimum of five days. All job openings will be posted. Postings will consist of notification via District email and will be available on the District website. Positions may be posted internally and externally or internally first, but not externally first, however, interviews will be conducted with selected internal applicants, prior to the consideration of external candidates. Employees will be informed whether they will be offered or be interviewed for a position within 15 working days after submitting an application.

Regular employees not awarded a position, upon request, will be provided the reasons for not being selected for the position for which they applied. If requested by the employee, the District will provide its reasons in writing.

### **Section 6. Payment for Daily/Short Term Substitute Positions**

Employees interested in subbing for higher grade levels as needed, will be provided the appropriate training prior to subbing, in order to be able to perform the scope of duties associated with the position. This training will be in addition to any other in-service or other training as provided or required by the District.

#### **Subd. 1.**

When a District cook substitutes for a different grade level the following pay structure will be adhered to:

- I. Grade 3 subbing for grade 4; \$2.25 above current pay rate.
- II. Grade 4 subbing for grade 8; \$2.75 above current pay rate.
- III. Grade 4 subbing for grade 9; \$3.25 above current pay rate.
- IV. Grade 3 subbing for grade 3; is paid at their regular rate of pay.

#### **Subd. 2.**

Food Service Personnel shall be paid \$20.00 per hour, or overtime, whichever is greater, for all school sponsored or community events that are held outside of the normal work day. Employees regularly scheduled at the school where the event is taking place will first be offered the extra work. In the event additional staff are needed, food service employees from other schools will be offered the extra work on a rotational basis (list to be established based on alphabetical order). Employee(s) will need to be appropriately certified (Serve Safe).



## **Section 7. Long Term Substitute Positions**

### **Subd. 1.**

All regular positions of 30 work days or longer, regardless of length of day, shall be posted.

Initially, all long term substitute positions are only open to food service employees who are regularly employed.

If the long term position is not filled by a food service employee who is regularly employed, the position would then be posted and made available to on call substitutes and all other interested persons.

### **Subd. 2.**

Whenever possible, a substitute position of less than 30 working days in duration will be rotated among current employees who are working less hours in the building where the position is located.

### **Subd. 3.**

When a District, five to eight hour, Food Service Employee will be on leave of absence for six weeks, or longer the long term sub will be paid at the rate outlined in Article III, Section 6, Subd. 1, of the Master Agreement. That employee will be paid for the actual number of hours that they are working, for a holiday, should the holiday fall during the term of the long term substitution.

### **Subd. 4.**

If a regularly employed cook accepts a long term position, at the conclusion of the long term substitute position, the regularly employed cook would be reinstated to their position held prior to the long term assignment.

## **Section 8. Job Assignments**

### **Subd. 1.**

Job assignments are the responsibility of the Food Service Director. No current five or six hour position is to be divided in any manner to create multiple positions.

### **Subd. 2.**

A combination of two and/or three hour food service positions in one or more buildings does not constitute a five or six hour food service position and does not provide five or six hour pay however, employees will be eligible for all other employee benefits based on their regularly scheduled combined hours.

### **Subd. 3.**

Whenever transfers become necessary, lateral transfers shall not be based upon seniority.

### **Subd. 4.**

If a regularly employed five-six hour cook is on an approved parental/medical leave of absence and chooses to return for fewer hours, said employee would receive their regular hourly rate of pay during this period of time. However, the employee would be required to present a physician's statement indicating that the employee would be able to return to his/her position but for fewer hours than required in their normal work schedule.

The administration reserves the right to restrict the length of time that an employee would be allowed to access this provision.

## **Section 9. Work Year**

The work year shall consist of: all days students are served lunch, one day before school starts, one in-service day and one day of sanitizing. The in-service day and sanitizing day will typically be scheduled on conference days. At minimum, employees will be paid based on regularly scheduled hours. If the in-service is longer than normally scheduled, employees will be paid for actual hours of in-service training. Food service employees will be required to attend one in-service day and attendance on the sanitizing day will be optional. If you chose not to attend you will not be compensated. Employees choosing to work on the sanitizing day, will be compensated for actual hours worked. The District will attempt to serve bag lunches on early out days and the leads at each site will determine how many employees are needed.

## **Section 10. Breaks**

The District recognizes the physical demands of the job and has allowed up to 15 minutes for a work break and up to 20 minutes for a lunch break, if you are working five hours or more per day. There may be days when the breaks will be shorter depending on the work load.

## **Section 11. Pay Periods**

All pay dates shall be on the 5th and 20th of each month. Time sheets will be turned in to the employee's immediate supervisor according to the schedule sent to all administrators and supervisors by the Payroll Department.

# **ARTICLE IV - HOLIDAYS/DISCRETIONARY LEAVE**

## **Section 1. Holidays**

### **Subd. 1.**

Employees will receive the following paid holidays, those marked with an asterisk (\*) will be received only by those Lead Cooks and Cooks who were hired before July 1, 2008:

New Year's Day

Good Friday

Memorial Day

Thanksgiving Day

Christmas Day

Presidents' Day Observed

Easter Monday\* (only if school is not in session)

Labor Day\*

Christmas Eve Day\*

New Year's Eve Day\*

### **Subd. 2.**

Payments for holidays shall be made in the time period in which the holiday falls (number of paid hours per day based upon the employee's normal work day – does not include substitute hours).

### **Subd. 3.**

If school is in session during a designated holiday (e.g. President's Day, Good Friday, etc.) the



District reserves the right to reschedule any of the designated holidays.

## **Section 2. Discretionary Leave**

### **Subd. 1.**

Employees hired prior to July 1, 2008 (as provided in Appendix C) shall receive nine discretionary leave days per year.

### **Subd. 2.**

Employees hired on or after July 1, 2008 shall receive five discretionary leave days per year.

### **Subd. 3.**

Employees beginning employment after the start of the school year shall earn a pro-rata amount of discretionary leave.

### **Subd. 4.**

Payment for discretionary leave shall be based on the employee's regularly scheduled base hours per day.

### **Subd. 5.**

Discretionary leave must be approved in advance by the Food Service Director.

### **Subd. 6.**

Discretionary leave may be used during the school year when school is not in session.

### **Subd. 7.**

Any discretionary leave days that are unused at the end of each year will be paid out at the rate of \$16.50 per hour, in a supplemental payroll at the end of July.

### **Subd. 8.**

In the event that a member's immediate family dies or becomes hospitalized with a serious illness or injury, while an employee is absent using discretionary leave, the employee's leave will be changed to the appropriate leave type with the approval of the Human Resource Director.

## **ARTICLE V - GROUP INSURANCE**

***Affordable Care Act.** In the event this Agreement causes or will cause penalties, fees, or fines to be assessed against the District, the parties agree to reopen negotiations that result in a new Agreement between the parties that eliminates or reduces penalties, fees, or fines to be assessed against the District.*

### **Section 1. Selection of Carrier**

The selection of the insurance carrier and policy shall be made by the District.

### **Section 2. Eligibility**

Employees who are regularly scheduled to work at least 850 hours per year are eligible for the benefits listed in this Article.



### **Section 3. Coverage Under Multiple Bargaining Units**

If an employee is employed in more than one bargaining unit in the District, they can combine the hours worked in all of the units to determine their eligibility for benefits under this Article.

### **Section 4. Combined Coverage**

Each employee may only be covered by one policy under each of the District's insurance plans, e.g. health and dental insurance.

### **Section 5. Medical-Hospitalization Insurance**

#### **Subd. 1.**

The District shall contribute the amounts listed in Subdivisions 2 and 3 of this Section toward the cost of premiums for employees who are enrolled in one of the District's group medical-hospitalization plans and are eligible for benefits as defined in Section 2 of this Article. The amount contributed shall not exceed the actual cost of the insurance premium. Any remaining amount not contributed by the District shall be borne by the employee through pre-tax payroll deduction.

#### **Subd. 2**

The District's maximum monthly contribution for single plans for 2023-2024 shall be the monthly cost of Comp Basic single for employees who qualify for and are enrolled in the District group medical plan. Employees shall receive a share of that maximum contribution as determined by their regularly scheduled hours per year as listed below:

<u>Regularly Scheduled Hours Per Year</u>	<u>Percentage of Maximum Contribution</u>	<u>Maximum Monthly Contribution</u>
1605.01 to 1888	100%	\$884
1416.01 to 1605	85%	\$751
1227.01 to 1416	75%	\$663
944.01 to 1227	65%	\$575
850 to 944	50%	\$442

The District's maximum monthly contribution for employees participating in a high-deductible single plan shall be \$100 lower than those listed in this Subdivision.

#### **Subd. 3.**

The District's maximum monthly contribution for family plans in 2023-24 shall be \$1,879, for employees who qualify for and are enrolled in the District group medical plan. Employees shall receive a share of that maximum contribution as determined by their regularly scheduled hours per year as listed below:

<u>Regularly Scheduled Hours Per Year</u>	<u>Percentage of Maximum Contribution</u>	<u>Maximum Monthly Contribution</u>
1605.01 to 1888	100%	\$1,879
1416.01 to 1605	85%	\$1,597
1227.01 to 1416	75%	\$1,409
944.01 to 1227	65%	\$1,221
850 to 944	50%	\$940

The District's maximum monthly contribution for employees participating in a high-deductible Family plan shall be \$200 lower than those listed in this Subdivision.

Subd. 4.

For employees who are eligible for benefits according to Section 2 of this Article and who are enrolled in one of the District's high-deductible medical-hospitalization plans, the District's monthly contribution to a VEBA shall be as defined below. The contribution will be divided equally over the number of payrolls elected by the employee each year.

<u>Plan Type</u>	<u>Monthly Contribution</u>
Single	\$100
Family	\$200

Subd. 5.

When an employee and their spouse are both members of the bargaining unit, or members of another bargaining unit eligible to combine coverage, and covered under the District's medical-hospitalization insurance plan, they will be covered by single insurance plans unless the employees have dependents, in which case they will be covered by one family plan. The District will allow combining of contributions (policy holder family contribution plus the spouse's single contribution) on family insurance if coverage is needed because the employees have dependents.

**Section 6. Income Protection Insurance**

The District will pay the premium for the income protection insurance in force on the effective date of this Agreement for all Food Service employees whose hours worked equals 850 hours or more per year.

**Section 7. Dental Insurance**

Subd. 1

Employees will be notified by mail and given the opportunity to enroll whenever there is an open enrollment period with the dental insurance carrier.

The District shall contribute the amounts listed in this Section toward the cost of premiums for employees who are enrolled in one of the District's group dental plans and are eligible for benefits as defined in Section 2 of this Article. The amount contributed shall not exceed the actual cost of the insurance premium. Any remaining amount not contributed by the District shall be borne by the employee through pre-tax payroll deduction.



#### Hours Worked Per Year

#### Maximum Monthly Contribution

1605.01 to 1888	\$81
1416.01 to 1605	\$69
1227.01 to 1416	\$61
944.01 to 1227	\$53
850 to 944	\$41

#### Subd. 2 Spouse Contribution for Dental Coverage

When an employee and their spouse are both members of the bargaining unit, or members of another bargaining unit eligible to combine coverage, and covered under the District's dental insurance plan, they will be covered by one family plan. The District will allow combining of contributions (policy holder contribution plus the spouse's contribution) on family insurance if coverage is needed because the employees have dependents.

### **Section 8. Life Insurance**

The District shall provide a group term life insurance policy in the amount of \$50,000 for all Food Service Employees whose hours worked equals 850 hours or more per year. The cost will be borne by the District.

Additional amounts of life insurance (over \$50,000) may be purchased; the cost of the additional insurance shall be borne by the employee and paid by payroll deduction.

### **Section 9. Claims Against the School District**

Any description of insurance benefits contained in this Article are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the District pursuant to this Article. It is further understood that the District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the District as a result of a denial of insurance benefits by an insurance carrier.

## **ARTICLE VI - LEAVE PROVISIONS**

### **Section 1. Sick Leave**

Food Service employees will be granted eight days of sick leave per year. Payment for sick leave shall be based on the employee's regularly scheduled base hours per day. When an employee has accumulated 150 days of sick leave the employee will be paid up to 5 days beyond 150 days at a rate of \$16.50 per hour. These days will be paid in a supplemental payroll at the end of July.

#### Subd. 1.

Sick leave with pay shall be allowed by the District whenever an employee's absence is found to have been due to illness which prevented his/her attendance and performance of duties on that day or days.

The District may require an employee to furnish a medical certificate from qualified physician as evidence of illness, indicating such absence was due to illness or injury, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the employee will be so advised.



In addition, an employee may use sick leave pursuant to M.S. 181.9413, for the illness of or injury to the employee's child (including biological, step, adopted or foster), adult child, grandchild, spouse, sibling, parent, grandparent, step-parent or spouse's mother or father, or domestic partner, provided the employee has a Domestic Partnership Agreement & Affidavit form on file with the District.

Sick leave does not apply to situations related to daycare issues, or lack of childcare.

Subd. 2.

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

Subd. 3.

Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form available at the office.

Subd. 4.

An employee who must be absent because of illness or other legitimate reason must notify the supervisor as soon as possible.

Subd. 5.

Absences or unapproved absences not covered by leave policies will result in a salary deduction at the employee's regular daily rate of pay.

**Section 2. Catastrophic Illness/Sick Leave Bank**

Subd. 1.

On or about January 15th of each year, the business office will contact members for voluntary donations of unused sick leave days to establish and maintain a paid sick leave bank up to 300 hours. Employees may donate a maximum of up to two days, average hours worked, per year to the bank.

If a member of the bargaining unit runs out of sick leave due to serious illness, they may contact the Union Business Agent or the Director of Human Resources about their situation and request days from the sick leave bank. The Union Business Agent will work with the Director Human Resources to determine the amount of sick leave to be granted from the bank, with a maximum of ten days.

**Section 3. Worker's 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 Worker's Compensation Act, the District will pay the difference between the compensation received pursuant to the Worker's 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 or discretionary leave.

Subd. 2.

A deduction shall be made from the employee's accumulated sick leave accrual time according to the pro-rata portion of days of sick leave time which is used to supplement Worker's Compensation.

Subd. 3.

Such payment shall be paid by the 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 pay result in the payment of a total daily, weekly or monthly compensation that exceeds the normal compensation of the employee.

**Section 4. Leaves of Absence**

Subd. 1. Bereavement Leave

In the case of death in the immediate family, (immediate family shall mean spouse, child, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandparent in-law, grandchildren, stepparent(s), guardian(s), step-child, aunt, uncle, or domestic partner), up to five days will be allowed per death without deduction in pay and without deduction from sick leave. For the purposes of this Subdivision the parent, sibling, or grandparent of an employee's domestic partner will be considered to be that employee's parent-, sibling-, or grandparent-in-law.

For the purposes of this Subdivision, "domestic partner" is defined as a person for whom the employee has a District Domestic Partnership Agreement and Affidavit on file with the District.

At the discretion of the Human Resources Director, up to two days in addition to those identified in paragraph one may be granted. The additional day(s) shall be deducted from sick leave.

All persons regularly employed shall be eligible for bereavement leave as outlined above.

Subd. 2. Emergency Closing:

In the event of a school closing called by the Superintendent, due to weather conditions or any other conditions, personnel who were scheduled to work, but directed not to report, will be paid.

Subd. 3. General Leave of Absence

Food Service employees may apply for an unpaid leave of absence. The granting of such leave shall be at the discretion of the District.

Subd. 4. Parental Leave of Absence

In the event of pregnancy, the Food Service employee shall notify the Director of Human Resources not later than the fourth month of pregnancy of the expected date of delivery. The employee must also submit a physician's statement indicating the estimated date of delivery. A leave of absence of not more than 12 months may be granted upon written request.

- Employees requesting a parental leave must request such leave in writing, which shall be accompanied by a physician's statement indicating the employee is unable to perform her/his assigned duties and responsibilities without injury or illness.
- The effective date of the leave, its duration and the approximate date of return to employment shall be determined by the Director of Human Resources based upon the employee's medical statement and the needs of the District's program.



- Parental leave is a leave without pay or fringe benefits. An employee may continue fringe benefits, if eligible, assuming the full cost of said benefits.
- Adoption leave shall be granted upon the request of a Food Service employee pursuant to the applicable provisions of the parental leave section.
- Provisions of the Family Leave Medical Leave will apply where applicable.

Subd. 5. E-Learning Days

When an E-Learning day is called (or scheduled) by the Superintendent, it will be considered a regularly scheduled work day and employees shall be paid their regularly scheduled pay. Employees will be assigned work by their supervisor on such days. Employees opting not to work on an E-Learning day may choose to use available paid leave, or take the day without pay. In such cases, employees will not be required to use paid leave prior to taking leave without pay.

Subd. 6. Jury Duty

Employees called to serve on a jury or subpoenaed to appear in court due to or because of their position with the District, shall remit pay to the District, not including mileage, and receive a regular day's pay for each day on jury duty.

## **ARTICLE VII - RETIREMENT**

### **Section 1. Retirement/Resignation**

The retirement/resignation should be turned in at least two weeks in advance of the effective date of retirement/resignation. Employees should write a letter of retirement/resignation to the Director of Human Resources (copy to the supervisor) stating the reason for leaving. The Director of Human Resources then presents the retirement/resignation to the Board of Education at a regularly scheduled meeting for acceptance.

### **Section 2. Eligibility**

#### **Severance Pay**

Food Service employees, who were hired prior to July 1, 2008 and are regularly employed three, four or more hours per day and who have completed at least 12 years of continuous service with the District and who are at least 55 years of age shall be eligible to receive the amount obtained by multiplying 60% of the employee's unused number of sick leave days, but in any event, not to exceed 72 days' pay.

In addition, Food Service employees who have been regularly employed (as defined in paragraph one above) shall be eligible for two days of pay multiplied by the number of years of service, not to exceed 50 days.

Based upon the above, the total number of days that could be paid for severance purposes is 122 days for all Food Service personnel other than those who have been employed as a Lead Cook. In addition, Lead Cooks who have been regularly employed (as defined in paragraph one above) shall be eligible for one day of pay multiplied by the number of years of service as a lead cook, not to exceed 15 days.

Based upon the above, the maximum number of days that could be paid for severance purposes is 137 days for Food Service personnel who have been employed as a Lead Cook during the years of their



employment in the District. The hours per day used in the above calculation are the number of hours worked per day at the time of retirement.

Severance is capped at the maximum hourly rate for each grade according to the salary schedule for the 2008/09 school year.

Grade 3	\$13.19
Grade 4	\$15.15
Grade 8	\$21.38
Grade 9	\$23.63

Hours per day and rate of pay will be based on the most recent five year average.

Example:

Cook's Asst., three years at Grade 3, current rate or cap

Cook, two years at Grade 4, current rate or cap

The average rate of pay would be used to calculate severance.

If the employee's current hourly rate is less than the capped amount, then that hourly rate will be used for severance purposes. See Appendix D.

Subd. 1.

This section applies to employees hired prior to July 1, 2008 who qualify for retiree health. An employee who retires pursuant to this Article will be eligible to continue participation in the District's group medical-hospitalization insurance plan, if permitted by the terms of the policy with the insurance carrier. The District will contribute \$255 a month towards single and \$615 a month towards family insurance, until the employee reaches the age of Medicare eligibility or the expiration of eight years of District contribution whichever comes first (See Appendix D).

The portion of the premium not contributed by the District will be borne by the cook. It is the responsibility of the employee to make arrangements with the District business office to pay to the District the monthly premium amounts in advance and on such date as determined by the District. The employee's right to continue participation in such group insurance, however, will discontinue upon the employee reaching Medicare eligibility.

Subd. 2.

Employees who retire during the period covered by this contract will participate in the Minnesota Health Care Savings Plan. An individual hired prior to September 2, 1987 will have 40% of their severance placed in the Minnesota Health Care Savings Plan. The remainder of their severance pay (60%) shall be paid by the District in annual installments over two years from the effective date of retirement. The payment schedule shall begin the first pay period of the calendar year after the year in which the resignation takes place.

Any employee hired after September 2, 1987 will have 80% of their severance pay placed in the Minnesota Health Care Savings Plan.

The remainder of their severance pay (20%) shall be paid by the District in annual installments over two years from the effective date of retirement. The payment schedule shall begin the first pay period of the calendar year after the year in which the resignation takes place.

The District contribution toward the Minnesota Health Care Savings Plan will be deposited within 30 days of retirement.

### **Section 3. Matching Contribution Plan 403(b)**

Employees hired after June 30, 2008 who are regularly employed with the District shall be eligible to participate in a 403(b) matching contribution plan pursuant to M.S.356.24.

Employees hired prior to July 1, 2008, who are regularly employed with the District shall be eligible and may choose to participate in a 403(b) matching contribution plan pursuant to M.S.356.24. If choosing to participate the employee would be forfeiting all rights to severance and retiree health under Section 2 – Eligibility/Severance.

### **Section 4. Contributions**

The District will match eligible annual employee contributions at the beginning of the years of service as stated below. Budgeted annual amounts will determine the max that can be set up each year.

<u>Beginning of School Year in ISD 200</u>	<u>Maximum Match</u>
4-8	2.5%
9-13	3.0%
14+	3.5%
Maximum annual match is capped at \$2,500 maximum	
lifetime match is capped at \$35,000	

Determination of years is based on hire date before or after 1/1.

An ISD #200 Salary Reduction Authorization Agreement stating “Matching Contribution” must be received by the District office on August 1, preceding the school year during which the employee wishes to participate.

### **Section 5. Death of an Employee**

In the event of the death of an employee who is eligible for severance pay under the provisions of Article VII, the spouse of the employee shall be eligible for the severance pay. The estate will collect if there is no spouse. The requirement of a written resignation does not apply.

## **ARTICLE VIII - MISCELLANEOUS**

### **Section 1. Training**

The District will pay the tuition costs of authorized and approved short course training.

In addition to the in-service outlined in Article III, Section 9, the District shall pay for eight hours of in-service training for each year of the contract as outlined below:

- A. The pay will be determined by the hourly rate of each employee according to the salary schedule.
- B. The workshop or training session must be directly related to food preparation or cafeteria operations.
- C. The workshop or training session must have the prior approval of the lunch program



supervisor or the Director of Human Resources.

D. Evidence of attendance (e.g., certificate or receipt) should be provided when appropriate.

## **Section 2. Seniority - Layoff and Recall**

### **Subd. 1. Reduction.**

All regularly employed Food Service employees shall be placed on the seniority list. If a position must be reduced or eliminated in a specific building, the District must lay off or reduce the least senior employee in the building in that classification. (Seniority means initial date of hire with the District regardless of classification. Classification Definition: Lead Cook I, Lead Cook II, Cook, Cook's Assistant)

That employee may choose one of the following:

1. Accept the reduction/layoff but remain on the recall list for open position in his/her classification. Employee may remain on the recall list for up to two years. Declining a recall position does not prohibit the employee from being offered future recall positions. Accepting a recall position removes the employee from the recall list. Positions will be offered in seniority order to employees on the recall list.
2. Bump the least senior employee in his/her classification in the District.
  - a. If there is no less senior employee in his/her hourly classification in the District, employee may bump the least senior employee the next lower classification in the District. There is no bumping into a higher classification.
3. Bump the least senior employee in the next lower classification in the building, provided that employee is less senior than the employee doing the bumping.

### **Subd. 2. Notice**

Employees to be laid off or have had their hours reduced shall be given a written notice two calendar weeks in advance of the effective date of the change of status.

### **Subd. 3. Recall**

The District shall, by certified letter to the employee's last known address, notify the employee to be recalled of such intent of availability of work. The employee shall have ten calendar days to notify the District of their intent to return (from date of receipt). If the employee fails to return to work within such time period, such employee shall forfeit future recall rights.

### **Subd. 4. Reinstatement**

Employees recalled from layoff or a reduction in hours shall be reinstated at salary (per schedule) of current contract for the position in which the employee is recalled.

## **Section 3. Evaluation**

### **Subd. 1.**

All food service employees, who have completed their probationary period, will be evaluated annually using District evaluation forms and procedures. A copy of the evaluation will be given to the employee and a copy will be placed in the employee's personnel file.

Subd. 2. Discipline

The District will discipline for just cause. In most cases the discipline will be progressive as follows:

1. Oral reprimand
2. Written reprimand
3. Suspension
4. Discharge

Written reprimands will become part of the employee's personnel file: The affected employee will receive a copy of such written reprimands and notices of suspension and discharge.

Both the District and employee agree that the above list of types of discipline is not meant to imply sequence of events.

**Section 4. Footwear**

Effective July 1, 2022, each employee will be required to wear safe, appropriate, no-slip footwear during their duty time. Employees may order approved shoes from a company designated by the District that will be slip-resistant and have a sturdy upper (such as leather or vinyl, but not canvas). The District's contribution through the approved vendor will be up to \$150 per year.

**ARTICLE IX - GRIEVANCE PROCEDURE**

**Section 1. Right of Responsibility**

Employees are responsible to their immediate supervisor. Should a grievance arise, an employee has the right of appeal through defined grievance procedure the school business official and superintendent channels to the Board of Education.

**Section 2. Definitions and Interpretations**

Subd. 1. Extensions.

Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 2. Days.

Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by State Law or days school is not in session in accordance with the school calendar.

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 or Sunday or day in which school is not in session or is a legal holiday.

**Section 3. Time Limitations and Waiver**

Grievances shall not be valid for consideration unless the grievance is submitted in writing to the Food Service Director setting forth the facts and the specific provisions of the Agreement allegedly violated



and the particular relief sought within 15 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 periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the Food Service Director.

#### **Section 4. Adjustment of Grievance**

The parties shall attempt to adjust all grievances which may arise during the course of employment of any employee within the District in the following manner:

##### **Subd. 1. Level I.**

If the grievance is not resolved through informal discussions, a grievance shall first be filed with the Food Service Director. The Food Service Director shall set a time to meet regarding the grievance within five days after receipt of the grievance. The Food Service Director shall give a written decision on the grievance to the parties involved within five days after the meeting.

##### **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 days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, he/she shall meet regarding the grievance within five days after receipt of the appeal. Within three days after the meeting, the Superintendent or designee shall issue a decision in writing to the parties involved.

##### **Subd. 3. Denial of Grievance:**

Failure by the District 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.

##### **Subd. 4. Arbitration Procedures:**

In the event the employee and the District are unable to resolve any grievance, the grievance may be submitted to arbitration.

## ARTICLE X - DURATION AND EFFECT

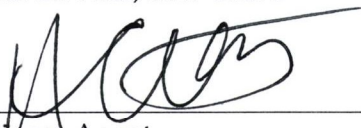
### Section 1. Term and Reopening Negotiations

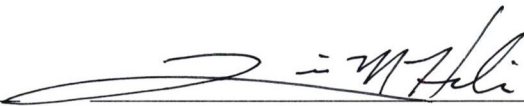
This Agreement shall remain in full force and effect for a period commencing July 1, 2023, through June 30, 2024. In the event that a new contract is not agreed to by July 1, 2024, provisions of this contract will remain in effect. If either party desires to modify or amend this Agreement commencing on July 1, 2024, they shall give written notice of such intent no later than May, 2024. Unless otherwise mutually agree, the parties shall not commence negotiations more than 90 days prior to the expiration of the Agreement.

This Agreement constitutes the full and complete Agreement between the District and the union representing service employees described in the appropriate unit. Provisions herein relating to terms and conditions of employment supersede all prior Agreements and practices of employment inconsistent with these provisions.

For: Hastings Public Schools  
Food Service Employees  
SEIU Union Local No. 284  
450 Southview Blvd.  
South St. Paul, MN 55075

For: Independent School District No. 200  
1000 - 11<sup>th</sup> Street West  
Hastings, MN 55033

  
Business Agent

  
Chairperson

  
Steward

  
Superintendent

  
Date

  
Date



## APPENDIX A - SALARY SCHEDULE

2023-2024

DESCRIPTION	Step	Grade 9	Grade 8	Step	Grade 4	Grade 3
<u>Hourly Rates</u>						
Grade 9						
Lead Cook II (MS & HS)	6	\$25.47	\$23.17	1	\$20.45	\$18.47
	7	\$26.09	\$23.74	2	\$20.72	\$18.89
Grade 8	8	\$26.68	\$24.25	3	\$20.99	\$19.31
Lead Cook I (Elementary)	9	\$27.28	\$24.80	4	\$21.26	\$19.73
	10	\$27.85	\$25.34	5	\$21.53	\$20.15
Grade 4	11	\$28.47	\$25.88	6	\$21.80	\$20.57
Cook*	12	\$29.06	\$26.41	7	\$22.06	\$21.01
	13-1	\$29.66	\$26.95			
Grade 3						
Cooks Assistant	Longevity					
	13-2	\$29.66	\$26.95			
	13-3	\$29.66	\$26.95			
	13-4	\$30.66	\$27.95			
	13-5	\$30.66	\$27.95			
	13-6	\$30.66	\$27.95			
	13-7	\$30.66	\$27.95			
	13-8	\$30.66	\$27.95			
	13-9	\$31.66	\$28.95			

\*Grade 5: All employees in Grade 5 will be paid \$22.53 per hour.

\* The following cooks are grandfathered in at Grade 5 of the salary schedule:

Suzanne Loahr

Renee Niesen

Cynthia Pumphrey

### Step Placement

For the 2023-2024 contract year employees in Grades 3 and 4 will be placed on the lowest step on the new salary schedule that gives them at least a 3% increase from their 2022-2023 wage.

Employees in Grades 8 and 9 will be advanced one step, except for Korean Geiken, who will be advanced to Grade 8 Step 13-9.

## APPENDIX B - MEMBER INFORMATION

**Note: Information as of 11.3.23**

<b>Last</b>	<b>First</b>	<b>Job Description Classification</b>	<b>23-24 Grade</b>	<b>23-24 Step</b>	<b>23-24 Rate</b>
Bartz	Tara	Cook	4	1	20.45
Becker	Tami	Cook	4	3	20.99
Berry	April	Cook's Assistant	4	1	20.45
Beying	Juliann	Cook	4	1	20.45
Bohlken	Holly	Cook's Assistant	3	3	19.31
Brown	Judy	Cook's Assistant	3	1	18.47
Clark	Julie	Cook	4	1	20.45
Engstrom	Anna	Cook's Assistant	3	1	18.47
Engstrom	Valerie	Lead Cook II MS/HS	9	8	26.68
Gallett	Sarah	Cook's Assistant	3	1	18.47
Geiken	Korean	Lead Cook I-Elem.	8	13-9	28.95
Hammer	Patricia	Cook	4	3	20.99
Loahr	Suzanne	Cook-Grandfathered	4/5	13-9	22.53
Mailhut	Marlene	Cook's Assistant	3	1	18.47
Mamer	Kris	Lead Cook II MS/HS	9	12	29.06
Monson	Jessica	Cook	4	1	20.45
Neisen	Renee	Cook-Grandfathered	4/5	13-9	22.53
Partington	Donna	Cook	4	1	20.45
Peterson	Diane	Lead Cook I Elem.	8	6	23.17
Potthoff	Laurie	Cook	4	1	20.45
Pugh	Melissa	Cook's Assistant	3	1	18.47
Pumphrey	Cynthia	Cook-Grandfathered	4/5	13-9	22.53
Ramos	Veronica	Cook	4	1	20.45
Rapp	Sara	Cook	4	1	20.45
Roach	Charlene	Cook	4	1	20.45
Schaeffer	Tori	Cook	4	1	20.45
Schweich	Christine	Cook	4	1	20.45
Seeger	Michelle	Cook	4	1	20.45
Sieben	Tammie	Lead Cook I-Elem.	8	11	25.88
Smith	Jennifer	Cook	4	1	20.45
Trautmann	Holly	Cook	4	1	20.45
Wright	Elizabeth	Cook's Assistant	3	1	18.47



APPENDIX C - EMPLOYEES GRANDFATHERED - FOR  
HOLIDAYS/DISCRETIONARY LEAVE

<u>LAST</u>	<u>FIRST</u>
Engstrom	Valerie
Geiken	Korean
Mamer	Kristina
Neisen	Renee
Loahr	Suzanne
Pumphrey	Cynthia
Sieben	Tammie

APPENDIX D - SEVERANCE RATE AND HEALTH CAPS								
Classification	Last	First	Grade	Severance Yes/No	Max Hourly Rate Current Step 13	Retiree Health Yes/No	Max Monthly Single	Max Monthly Family
Cook	Loahr	Suzanne	4	Yes	\$15.15	Yes	\$255	\$615
Cook	Engstrom	Valerie	4	Yes	\$15.15	Yes	\$255	\$615
Cook	Mamer	Kristina	4	Yes	\$15.15	Yes	\$255	\$615
Cook	Neisen	Renee	4	Yes	\$15.15	Yes	\$255	\$615
Cook	Pumphrey	Cynthia	4	Yes	\$15.15	Yes	\$255	\$615
Cook	Sieben	Tammie	4	Yes	\$15.15	Yes	\$255	\$615
Cooks Assistant	Becker	Tami	3	Yes	\$13.19	No	NA	NA
Cooks Assistant	Hammer	Patricia	3	Yes	\$13.19	No	NA	NA
Cooks Assistant	Peterson	Diane	3	Yes	\$13.19	No	NA	NA
Lead Cook I	Geiken	Korean	8	Yes	\$21.38	Yes	\$255	\$615





**MEMORANDUM OF AGREEMENT**  
**Food Service Working Hours**  
**August 21, 2023**

This Memorandum of Understanding (MOU) is entered into between Independent School District No. 200, Hastings, Minnesota (hereinafter referred to as the "School District") and the Food Service Personnel – SEIU Local 284 (hereinafter referred to as the Union").

WHEREAS, due to changes in legislation, effective with the start of the 2023-2024 school year, the District will be implementing universal free meals which the District anticipates will significantly increase the number of meals served each day; and

WHEREAS, the District is also working collaboratively with food service staff make improvements to the food service program, including such things as working with a chef to develop improved menu options, preparing meals from scratch, etc.; and

WHEREAS, the District has been unable to hire sufficient staff to meet the staffing levels desired, with this change in program.

NOW THEREFORE, it is mutually agreed by and between the parties, for the 2023-2024 school year only, as follows:

1. At the option of each individual, employees in cook positions employed 5.75 hours per day, shall be increased to 6.25 hours per day; and
2. At the option of each individual, lead cooks regularly scheduled to work seven hours per day will be increased to eight hours per day; and
3. At the end of the 2023-2024 school year, employees' rights to hours per days will revert back to what they were regularly scheduled to work at the conclusion of the 2022-2023 school, if employed at that time; and
4. Effective with the start of the 2024-2025 school year, employees hired into cook positions and starting their employment during the 2023-2024 school year shall have job rights to 5.75 hours per day; grade eight lead cooks hired during the 2023-2024 school year shall have job rights to seven hours per day; and
5. This MOU will be effective for the 2023-2024 school year only, and shall sunset at the conclusion of the 2023-2024 school year.

SEIU LOCAL 284 – FOOD SERVICE PERSONNEL

DATE:

8/23/23

BY:

*Danney Potthoff*

HASTINGS PUBLIC SCHOOLS - ISD 200

DATE:

8.23.23

BY:

*CM*

FOR THE DISTRICT