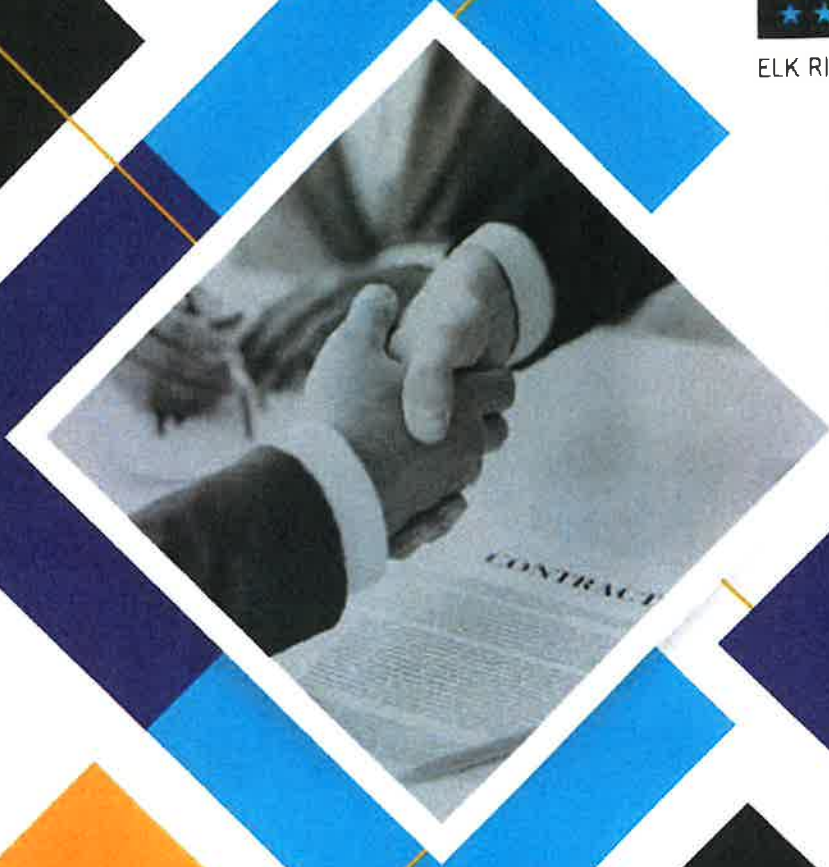




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Our mission is to **educate**, **inspire** and **empower** our diverse learners, to shape their futures, to accomplish their dreams and to contribute positively to our local and global communities.



July 1, 2025 to June 30, 2027

MASTER AGREEMENT

BETWEEN
INDEPENDENT SCHOOL DISTRICT 728
AND

**Service Employees International Union
Local 284 – Food Service**

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THIS AGREEMENT ENTERED INTO between the School Board of Independent School District 728, Elk River, Minnesota (hereinafter referred to as the School Board) and Service Employees International Union, Local 284, of 450 Southview Boulevard, South St. Paul, Minnesota 55075 (hereinafter referred to as the exclusive representative) is pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended (hereinafter referred to as the PELRA), and to provide terms and conditions of employment for employees during the term of this Agreement. The term employees, as used herein, shall have that meaning as defined in Article 2 of this Agreement.

ARTICLE 1: RECOGNITION

- 1.1 In accordance with the PELRA, the School Board recognizes the Service Employees International Union, Local 284, South St. Paul, Minnesota, as the Exclusive Representative of employees, as defined in Article 2, employed by the School Board of Independent School District 728. The Service Employees International Union, Local 284, as Exclusive Representative, shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this agreement.
- 1.2 Recognizing that the Union is required by the provisions of the State of Minnesota Labor Relations Act to be the sole bargaining representative of all the employees within the coverage of this Agreement, without regard to membership in the Union, the School Board hereby agrees that it will not recognize or negotiate with any other person, association, group, committee, or entity other than the Union with respect to such matters and will deal solely through the agency of and with the Union.

ARTICLE 2: DEFINITIONS

- 2.1 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.
- 2.2 Employee shall mean all food service employees employed by Independent School District 728, Elk River, Minnesota, whose employment service exceeds the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal work week, excluding supervisory, confidential, and all other employees.
- 2.3 Full-time employees are defined as those who are scheduled to work more than four (4) hours per day.
- 2.4 An internal substitute employee is defined as a current regular employee from inside the bargaining unit appointed or employed as a temporary replacement for an incumbent employee who is on an approved leave of absence.
- 2.5 An external substitute employee is defined as a person from outside the bargaining unit

appointed or employed as a temporary replacement for an incumbent employee who is on an approved leave of absence.

- 2.6 It is further understood that the foregoing enumeration of School Board functions shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and the School Board expressly reserves all management rights and management functions not expressly delegated in this Agreement.
- 2.7 Terms not defined in this Agreement shall have those meanings as defined by the PELRA.
- 2.8 "Days" will mean calendar days unless specified otherwise.
- 2.9 "Regular continuous employment" shall mean the most recent continuous service in a position that is not a substitute or temporary assignment without a break in continuous service.
- 2.10 "First open comparable position" shall mean a vacant position that is at or below the employee's pay grade and hours per day.

ARTICLE 3: SCHOOL BOARD RIGHTS

- 3.1 The Exclusive Representative recognizes that the School Board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection, direction and number of personnel.
- 3.2 The Exclusive Representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.
- 3.3 The Exclusive Representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives and orders, issued by properly designated officials of the School District. The Exclusive Representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement, and revisions 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.

- 3.4 The foregoing enumeration of School Board rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School Board.

ARTICLE 4: EMPLOYEE RIGHTS

- 4.1 Nothing contained in this Agreement shall be construed to limit, impair or effect 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 conditions or compensation of public employment or their betterment, so long as the same is not designated to and does not interfere with the full faithful and proper performance of the duties of employment, or circumvent the rights of the exclusive representative if there be one; nor shall it be construed to require that any employee perform labor or services against their will.
- 4.2 Organization
- 4.2.1 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 such employees with the School Board of such unit.
- 4.2.2 Each newly hired bargaining unit employee shall, during the employee's first thirty (30) days of employment, be scheduled for a Union orientation. The Union orientation period shall be thirty (30) minutes with no loss of pay to the employee or the steward. The Union steward will be released from work for the time needed to meet with employees provided that he/she give his/her supervisor sufficient advance notice to enable the Employer to plan for operation needs. To the extent possible, the Union steward shall schedule time with as many new employees as possible to mitigate time away from normal work duties.
- 4.3 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 the PELRA. Upon receipt of a properly executed authorization from the union (in the form of paper, electronic file, audio file) 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 shall be made and may be terminated in accordance with the provisions outlined on the dues deduction authorization. Deductions shall be made each pay period

and transmitted to the designated organizations together with a list of names of the employees from whom deductions were made each month.

ARTICLE 5: BASIC RATES OF PAY

The parties agree that the wages and salaries to be affected by this Agreement are accurately reflected in the Schedule(s) in Appendix "A", made part of this Agreement.

ARTICLE 6: GROUP INSURANCES

6.1 Health and Hospitalization Insurance

6.1.1 School Board Contribution

The School Board shall contribute an amount per month pursuant to the insurance benefit schedule described in Section 6.7. of this Agreement, toward the premium for single or dependent coverage for each employee regularly scheduled to be employed by the School District forty (40) hours per week and twelve (12) months per year and who qualifies for and is enrolled in the School District group health and hospitalization plan. Any employee who qualifies for and is enrolled in the School District group health and hospitalization plan and who is regularly scheduled to be employed by the School District a minimum of twenty (20) hours or more per week shall receive a prorated contribution from the School District towards such coverage. The proration shall be based on two thousand eighty (2080) hours per fiscal year (July 1 through June 30).

Effective July 1, 2025 the School Board contribution will be in accordance with the Medical Contribution chart in 6.1.5. based on School Board appointed hours per day. Any additional cost of the premium will be borne by the employee and paid by payroll deduction.

6.1.2 Single Coverage

The School Board shall provide a high deductible plan with a health savings account (HSA). For any employee who enrolls in the single coverage of the high deductible Empower HSA plan or its equivalent, the School Board shall contribute a sum up to, but not to exceed, the amount in the Medical Contribution chart in 6.1.5. The calculated benefit amount shall first be applied towards the cost of the premium with any remaining amount up to, but not to exceed, the amount of the monthly deductible per month contributed to a HSA in the employee's name. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Hardship:

For single and dependent coverage, if an employee submits evidence of hardship, the School District, in accordance with IRS regulations will contribute the remainder of the calendar year contribution for the plan year the employee has elected to participate in a high deductible plan with an HSA and stop all monthly contributions for the remainder of the calendar year or plan year in which the employee participates in a high deductible plan with an HSA whichever comes first. If an employee leaves the District prior to the end of the calendar year, any unearned contribution will be paid back to the District.

An example of the HSA Hardship Worksheet can be found on the District’s Human Resources Web Site under the Employee/Benefits Information /Health Savings Account (HSA).

6.1.3 Family Coverage

The School Board shall provide a high deductible plan with a health savings account (HSA). For any employee who enrolls in the family coverage of the high deductible Empower HSA plan or its equivalent, the School Board shall contribute up to, but not to exceed, the amount in the Medical Contribution chart in 6.1.5. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

6.1.4 Coverage After Termination of Employment: Upon termination of employment or loss of insurance eligibility, the employee will be offered an extension of insurance coverage according to the provisions of applicable state or federal law.

6.1.5 2025 – 2027 Medical Contributions

2025-2026 Medical Contributions

HEALTH INSURANCE - FOOD SERVICE									
PLAN	8 Hrs.	7.75 Hrs.	7.5 Hrs	7 Hrs.	6.5 Hrs	6 Hrs	5.5 Hrs	5 Hrs	4 Hrs
DG-SIN	\$752.00	\$732.42	\$712.84	\$673.67	\$634.51	\$595.34	\$556.18	\$517.01	\$438.68
DG-SIN YEARLY	\$9,024.00	\$8,789.04	\$8,554.08	\$8,084.04	\$7,614.12	\$7,144.08	\$6,674.16	\$6,204.12	\$5,264.16
DG-FAM	\$1,285.00	\$1,253.32	\$1,221.64	\$1,158.28	\$1,094.92	\$1,031.55	\$968.20	\$904.83	\$778.11
DG-FAM YEARLY	\$15,420.00	\$15,039.84	\$14,659.68	\$13,899.36	\$13,139.04	\$12,378.60	\$11,618.40	\$10,857.96	\$9,337.32
CMM SIN	\$810.00	\$788.58	\$767.16	\$724.31	\$681.47	\$638.63	\$595.78	\$552.94	\$467.25
CMM SIN YEARLY	\$9,720.00	\$9,462.96	\$9,205.92	\$8,691.72	\$8,177.64	\$7,663.56	\$7,149.36	\$6,635.28	\$5,607.00
CMM-FAM	\$1,360.00	\$1,325.94	\$1,291.89	\$1,223.78	\$1,155.66	\$1,087.55	\$1,019.44	\$951.33	\$815.09
CMM-FAM YEARLY	\$16,320.00	\$15,911.28	\$15,502.68	\$14,685.36	\$13,867.92	\$13,050.60	\$12,233.28	\$11,415.96	\$9,781.08
HSA-SIN	\$810.00	\$788.58	\$767.16	\$724.31	\$681.47	\$638.63	\$595.78	\$552.94	\$467.25
HSA-SIN YEARLY	\$9,720.00	\$9,462.96	\$9,205.92	\$8,691.72	\$8,177.64	\$7,663.56	\$7,149.36	\$6,635.28	\$5,607.00
HSA-FAM	\$1,360.00	\$1,325.94	\$1,291.89	\$1,223.78	\$1,155.66	\$1,087.55	\$1,019.44	\$951.33	\$815.09
HSA-FAM YEARLY	\$16,320.00	\$15,911.28	\$15,502.68	\$14,685.36	\$13,867.92	\$13,050.60	\$12,233.28	\$11,415.96	\$9,781.08

2026-2027 Medical Contributions

HEALTH INSURANCE - FOOD SERVICE									
PLAN	8 Hrs.	7.75 Hrs.	7.5 Hrs	7 Hrs.	6.5 Hrs	6 Hrs	5.5 Hrs	5 Hrs	4 Hrs
DG-SIN	\$777.00	\$757.42	\$737.84	\$698.67	\$659.51	\$620.34	\$581.18	\$542.01	\$463.68
DG-SIN YEARLY	\$9,324.00	\$9,089.04	\$8,854.08	\$8,384.04	\$7,914.12	\$7,444.08	\$6,974.16	\$6,504.12	\$5,564.16
DG-FAM	\$1,360.00	\$1,328.32	\$1,296.64	\$1,233.28	\$1,169.92	\$1,106.55	\$1,043.20	\$979.83	\$853.11
DG-FAM YEARLY	\$16,320.00	\$15,939.84	\$15,559.68	\$14,799.36	\$14,039.04	\$13,278.60	\$12,518.40	\$11,757.96	\$10,237.32
CMM SIN	\$835.00	\$813.58	\$792.16	\$749.31	\$706.47	\$663.63	\$620.78	\$577.94	\$492.25
CMM SIN YEARLY	\$10,020.00	\$9,762.96	\$9,505.92	\$8,991.72	\$8,477.64	\$7,963.56	\$7,449.36	\$6,935.28	\$5,907.00
CMM-FAM	\$1,435.00	\$1,400.94	\$1,366.89	\$1,298.78	\$1,230.66	\$1,162.55	\$1,094.44	\$1,026.33	\$890.09
CMM-FAM YEARLY	\$17,220.00	\$16,811.28	\$16,402.68	\$15,585.36	\$14,767.92	\$13,950.60	\$13,133.28	\$12,315.96	\$10,681.08
HSA-SIN	\$835.00	\$813.58	\$792.16	\$749.31	\$706.47	\$663.63	\$620.78	\$577.94	\$492.25
HSA-SIN YEARLY	\$10,020.00	\$9,762.96	\$9,505.92	\$8,991.72	\$8,477.64	\$7,963.56	\$7,449.36	\$6,935.28	\$5,907.00
HSA-FAM	\$1,435.00	\$1,400.94	\$1,366.89	\$1,298.78	\$1,230.66	\$1,162.55	\$1,094.44	\$1,026.33	\$890.09
HSA-FAM YEARLY	\$17,220.00	\$16,811.28	\$16,402.68	\$15,585.36	\$14,767.92	\$13,950.60	\$13,133.28	\$12,315.96	\$10,681.08

6.2 Term Life Insurance

6.2.1 The School Board shall contribute an amount equal to the full premium per month toward the premium for each full-time employee, if coverage is available to the School District by the carrier, a pro rata portion for employees who are regularly scheduled to work twenty (20) hours or more per week employed by the School District who qualify for and are enrolled in the School District group term-life insurance plan and who elect coverage.

6.2.2 The amount of the group term-life insurance coverage shall be fifty thousand and 00/100 dollars (\$50,000.00).

6.2.3 An eligible employee will have the option to purchase additional amounts of group term-life insurance in multiples of five thousand and 00/100 dollars (\$5,000.00) subject to the approval of the insurance carrier. The cost of any additional insurance will be paid for by the employee.

6.2.4 The maximum amount of combined benefit of the group term-life insurance that the School District purchases on behalf of the employee and the additional group term-life insurance that the employee purchases shall not exceed one hundred fifty thousand and 00/100 dollars (\$150,000.00).

6.3 Long-Term Disability Insurance

6.3.1 The School Board shall contribute an amount equal to the full premium per month towards the premium for each full-time employee, and if coverage is available to the School District by the carrier, a pro rata portion for employees

who are regularly scheduled to work twenty (20) hours or more per week employed by the School District who qualify for and are enrolled in the School District group long-term disability insurance plan and who elect coverage.

6.3.2 An employee is eligible for School Board contributions as provided in this Article as long as the employee is employed by the School District, actively working in the School District or on approved sick leave. Upon termination of employment, all School Board participation and contribution shall cease effective on the last working day.

6.3.3 The amount of benefit is two-thirds (2/3) of the employees gross salary, to a maximum monthly benefit payable of three thousand and 00/100 dollars (\$3,000.00) and with a sixty (60) consecutive calendar day waiting period.

6.4 Dental Insurance

6.4.1 The School Board shall contribute thirty-five and 00/100 dollars (\$35.00) per month, pursuant to Section 6.7 for each full-time employee and, if coverage is available to the School District by the carrier, a pro rata portion for employees who are regularly scheduled to work twenty (20) hours or more per week employed by the School District, who qualify for and are enrolled in either the School District's single or family group dental insurance plan and who elect coverage. In no event shall the contribution exceed the cost of the premium.

6.5 Worker's Compensation

6.5.1 All employees are covered by the provisions of the Worker's Compensation Act and as such are entitled to the benefits thereby provided.

6.5.2 It shall be the responsibility of the employee to report to the District's Manager of Operations – Health and Safety or Supervisor within twenty-four (24) hours, or as soon as possible after the discovery of an injury, any accident in which such employee may have been involved and which accident occurred during the performance of duties. Such accident shall be reported by the District's Manager of Operations – Health and Safety to the insurance agent.

6.5.3 The employer shall pay the employer's portion of any insurance premiums due, per Worker's Compensation claim, for a period up to a maximum of one hundred twenty (120) days after an employee is off the payroll status, is disabled, and is receiving benefits under Workers Compensation.

6.6 Eligibility for Group Insurance

6.6.1 An employee is eligible for School Board contributions as provided in Article 6 as long as the employee is employed by the School District. Upon termination of employment or while on long-term leave of absence, all School Board participation and contribution shall cease effective the last working day.

6.7 Insurance Benefit Schedule

Insurance coverage and increases to the contractual School Board Contribution shall be applied according to the following schedule:

<u>Position</u>	<u>Insurance Year Begins</u>	<u>Insurance Year Ends</u>
11.5-12 month	July 1	June 30
11- less than 11.5 month	August 1	July 31
9 - less than 11 month	September 1	August 31

Employees who complete their scheduled contract work year are deemed to have earned insurance coverage and the School Board contribution until the current year's insurance year ends. The new contractual benefits will begin when the current year's insurance year begins.

ARTICLE 7: LEAVES OF ABSENCE

7.1 Sick Leave

7.1.1 All employees shall receive ten (10) days of sick leave per school year. In the event of twelve (12) month school employees, those involved will receive twelve (12) days of sick leave per school year. Employees working less than the full cooking term shall receive a pro rata proportion based upon ten (10) months. If an employee works more than ten (10) months the employee shall receive one (1) extra day for each extra month of work. The School District shall credit each employee with one (1) day, pro rata, per month of service. Two (2) days will be credited for September.

The School District, at its sole discretion, may advance some or all of an employee's annual sick leave allowance during the employee's initial year of employment when extenuating medical circumstances exist. Such request must be made in writing (accompanied by a physician's written statement outlining the conditions of health) directly to the Executive Director of Human Resources.

7.1.2 Unused sick leave may accumulate to a maximum credit of one hundred

ninety (190) days of sick leave per employee.

- 7.1.3 Sick leave with pay, shall be allowed by the School Board whenever an employee's absence is found to have been due to illness or injury which prevented attendance at the job and performance of duties on the day or days.
- 7.1.4 The Administration may require an employee to furnish a medical certificate from a qualified physician as evidence of illness or injury, indicating such absence was due to illness or injury, 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 Board or their designee.
- 7.1.5 In the event that a medical certificate will be required the employee shall be so advised.
- 7.1.6 Sick leave may be used for absences due to an illness, injury, or physical disability to the employee for the amount of time as the employee's absence may be necessary. Sick leave may also be used by the employee for absences due to an illness, injury or physical disability of the employee's child, adult child, spouse, sibling, step-sibling, parent, parent-in-law, grandparent, grandchild, step-grandchild, step-parent, or person for whom the employee is the *in loco parentis* for the amount of time as the employee's absence may be necessary and on the same terms upon which the employee is able to use sick leave benefits for his/her own illness, injury or physical disability. For purposes of this section the term "child" includes a step-child, biological, adopted or foster child.
- 7.1.7 Sick leave allowed, shall be deducted from the accrued sick leave days earned by the employee.
- 7.1.8 Sick leave pay shall be approved only upon submission using "Employee Access".
- 7.1.9 A total of sick leave pay and payments paid in lieu of wages allowed under other sections of this agreement where the employee pays all or a part of the contribution or premium shall not exceed the normal total daily wage for the employee. Sick leave days may be divided into one (1) hour units to approximate the total daily wage.
- 7.1.10 Calculation of the number of hours sick leave will be granted for an employee shall be based upon the average number of hours worked by an employee during the period of four (4) consecutive weeks beginning with the first day of the second week of the school year. A schedule will then be published which will govern the payment of sick leave for the balance of the school

year. This shall be amended in the case of changes in classifications involving more hours. In the event of a temporary illness or absence in the building causing a temporary increase in hours, the change due to the temporary illness or absence will be disregarded.

- 7.1.11 In the event that an employee is given a leave of absence without pay because a kitchen has been closed down on a temporary basis, i.e. split shifts or other similar situations, the employee shall retain the accumulation of sick leave while on the leave of absence.
- 7.1.12 Sick leave pay shall be based on basic hourly rates of pay.
- 7.1.13 In the event of a change in assigned hours, accumulated sick leave hours shall be retained as recorded prior to the change of hours.
- 7.1.14 Employees may, upon request, donate sick leave to any employee in the Union's bargaining units of Secretarial-Clerical, Custodian, or Food Service. The procedure for requesting and donating sick leave shall be as in Appendix A-14

7.2 Personal Leave

- 7.2.1 Effective July 1, 2019, all full-time employees and on a pro rata basis, part-time employees, shall be granted two (2) days of Personal Leave per year, provided no other time is available.
- 7.2.2 Effective July 1, 2021, unused Personal Leave days may be carried forward two (2) years to accumulate to a maximum credit of six (6) days.
- 7.2.3 The request must be made to the Manager of Food Service using "Employee Access" at least seven (7) work days prior to the day the leave is to be taken, except in extreme emergencies. In the event of an extreme emergency, an oral request through the Manager of Food Service will be considered.
- 7.2.4 Each High School may have no more than one (1) food service employee on personal leave on each student contact day. Middle Schools and Elementary Schools may only have one (1) food service employee on either personal leave or vacation on each student contact day.
- 7.2.5 Personal Leave shall be deducted from the accrued sick leave days earned by the employee and must be used in full or half-day increments.
- 7.2.6 Personal Leave pay shall be approved only upon submission using "Employee Access".

7.3 Bereavement Leave

- 7.3.1 When a death occurs in an employee's immediate family, all regular full time employees and part-time employees on a pro rata basis may take up to three (3) days off with pay for each occasion to attend the funeral and/or make funeral arrangements. Additional unpaid time off may be granted depending upon circumstances such as the time necessary for travel, the employee's responsibility for taking care of the estate of the deceased, or time to grieve. The District may require verification of the need for the leave.
- 7.3.2 Immediate family members include the employee's parents, siblings, spouse, children, mother/father-in-law, sister/brother-in-law, daughter/son-in-law, grandparent, grandchild, aunt/uncle, niece/nephew, first cousin, step-children/step-parents and the following relatives of the employee's spouse: grandparent, grandchild, aunt/uncle, niece/nephew, first cousin, step-children/step-parents.
- 7.3.3 Up to two (2) days off with pay per year may be taken to attend the funeral of close, non-family members. The District may require verification of the need for the leave.
- 7.3.4 Approved Bereavement Leave shall be deducted from the accrued sick leave days earned by the employee.
- 7.3.5 Bereavement Leave that meets the criteria set forth in this section will be approved for payment upon submission using Employee Access.

7.4 Jury Duty

- 7.4.1 A leave of absence with regular pay less the amount paid to them as jury duty pay shall be granted to all employees called for jury duty.
- 7.4.2 Such employees shall submit a request for leave with pay indicating the amount of pay earned while on jury duty. The difference between their regular pay and the jury duty pay will be paid at the next regular pay period.
- 7.4.3 An employee, upon being called for such duty, is expected to inform the supervisor as soon as notice is received.
- 7.4.4 When relieved from jury duty during the day, the employee is to return to the place of work for the remainder of the regular shift for that day.

7.5 Other Leaves Of Absence

- 7.5.1 Leaves of absence without pay or other compensation and fringe benefits may be granted with the approval of the School Board for a period of twelve (12) months.
- 7.5.2 To comply with the requirements of the PERA, any employee covered by this Agreement, wherein the sick leave is entirely used, and the employee is not able to return to normal duties because of illness or injury, the School Board will pass a resolution granting a temporary leave of absence and will notify the office of the PERA of this action.

7.6 Maternity Leave

- 7.6.1 An employee shall be afforded a maternity leave of absence provided she follows the procedures outlined in this section.
- 7.6.2 An employee who is pregnant shall either submit a written resignation or request a leave of absence in writing subject to the provisions of this article.
- 7.6.3 A pregnant employee shall notify Human Resources in writing no later than the end of the fourth (4th) month of pregnancy, and at that time, provide a physician's statement indicating the estimated date of delivery of the child.
- 7.6.4 The employee shall submit a written request to the Human Resources Department for a maternity leave including commencement date and return date, or, if the employee so elects, a written resignation pursuant to the dates recommended by the Human Resources Department under Section 7.6.5 hereof.
- 7.6.5 The effective beginning date of such leave of absence and its duration, or resignation, if the employee so elects, shall be submitted by the Human Resources Department to the School Board for its action. In recommending the date of commencement and duration of the leave of absence or the effective date of the resignation, the Human Resources Department shall review each case on its individual merits.
- 7.6.6 In making a determination under Section 7.6.5 concerning the commencement and duration of a maternity leave of absence or resignation, if the employee elects to resign, the School Board shall not, in any event, be required to:
 - a. grant any leave of absence more than twelve (12) months in duration,

- b. permit the employee to perform her duties within thirty (30) days after the actual date of delivery, or
 - c. permit the employee to return to her employment prior to the date designated in the request for a maternity leave.
- 7.6.7 If the employee complies with all provisions of the article and a maternity leave is granted by the School Board, the School Board shall notify the employee in writing of its action.
- 7.6.8 An employee returning from maternity leave shall be re-employed in the same position or one for which she is qualified, the first case the primary consideration provided:
- a. that the position has not been abolished
 - b. that she is not physically or mentally disabled from performing the duties of such position, or
 - c. that she returns on the date designated on the request for leave approved by the School Board
- 7.6.9 Failure of the employee to return pursuant to the date determined in this article, without validated medical reason, shall constitute grounds for termination of employment in the School District.
- 7.6.10 The parties agree that the periods of time for which the employee is on maternity leave of absence shall not be counted in determining the completion of the probationary period.
- 7.6.11 An employee who returns from maternity leave within the provisions of this article shall retain all previous experience credit and unused time accumulation under the provision of this Agreement at the commencement of the beginning of the leave. The employee shall not accrue additional experience credit while on maternity leave.
- 7.6.12 An employee on maternity leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as she wishes to retain, commencing with the beginning of the maternity leave. The right to continue participation in such group insurance programs will terminate if the employee does not return to the School District pursuant to this article.
- 7.6.13 The parties further agree that any maternity leave of absence granted under this article shall be a leave without pay.

ARTICLE 8: HOURS OF SERVICE

8.1 Hours Of Service

- 8.1.1 The normal work week shall be five (5) consecutive days. All time worked over forty (40) hours per week shall be paid at the rate of time and one-half (1½) the regular rate of pay for that position. All overtime work must be authorized in advance by the Head Cook or the Manager of Food Service.
- 8.1.2 In the event of emergencies the regularly scheduled work day may be changed by the supervisor of the employee.
- 8.1.3 The individual employee's daily work program, including starting and quitting time, will be guided by the needs for best operation of the school building, as determined by the Head Cook or the Manager of Food Service.

8.2 Paid Rest Breaks

- 8.2.1 To the extent the work schedule and the needs of students permits, a fifteen-minute (15-minute) paid rest break will be allowed in each four (4) hour segment of an eight (8) hour day as approved and scheduled by the employee's supervisor or designee. Employees who work more than a four (4) hour day but less than and an eight (8) hour day, are allowed one fifteen-minute (15-minute) break.
- 8.2.2 It is understood by all parties that scheduling and work assignments, including meeting the anticipated and/or unanticipated needs of students may not permit any or a portion of paid rest breaks on some days. It is also understood that this issue is not subject to the grievance process and that a lack of break time on any given day may not be used for reasons to extend a lunch break or to leave work early or to come to work later than the regular scheduled work day without prior approval of the employee's supervisor or designee.

ARTICLE 9: WORK ASSIGNMENTS

- 9.1 Work assignments shall be made by the Head Cook or Manager of Food Service.
- 9.2 It is understood that the work of an employee shall include all work of any kind that is appropriate to the position.

ARTICLE 10: PROBATION, QUALIFICATION, DISMISSAL, AND LAYOFFS

10.1 Probation Period, Qualification Period and Cause for Dismissal

Probation Period - All new employees shall be on probation for a period of one hundred eighty (180) calendar days during the employee's regular work year schedule. Continued employment during this period shall be vested solely in the School Board.

Qualification Period - Current regular employees appointed to a new position shall serve a one hundred twenty (120) calendar day qualification period in the new position during the employee's regular work year schedule. Continued employment in the new position during this qualification period shall be vested solely in the School Board.

During said qualification period, the School Board may revert the employee to the employee's previous position as soon as a qualified replacement is available. An employee that returns to a previously held position will be placed in the employee's previous pay grade and step. In the event that the previous position is not open, the employee shall be placed in a position as similar in class, shift and wages as the employee's previous position, as may be available. This may require the layoff of a less senior employee.

Subsequent to that period the employee shall attain regular employment status subject to the following:

Employees on regular employment status may be dismissed only for cause, which may include but is not limited to the following:

Suspension and Dismissal

1. Improper conduct or language.
2. Insubordination (suspension on first charge - immediate dismissal on next charge).

Dismissal

1. Failure to pass any physical examination required.
2. Failure to do the work assigned.

Immediate Dismissal

1. Theft or immoral conduct.

2. Consumption or sale of intoxicating beverages or controlled substances while on the job.
3. Dishonesty or stealing.

10.2 Disciplinary Action

Disciplinary actions taken by the School District will be as follows and in the order listed:

Disciplinary Action Schedule

1. Oral reprimand
2. Written reprimand
3. Suspension
4. Demotion
5. Dismissal

Disciplinary actions will proceed to the next step listed in the Disciplinary Action Schedule for each inappropriate action by the employee and the School District will not be required to start over at Step One (1) of the Disciplinary Action Schedule for each different type of inappropriate action. Thus, inappropriate actions warranting disciplinary actions are accumulative and will justify the School District proceeding to the next step of the Disciplinary Action Schedule.

Suspension shall be defined as meaning mandatory release from work by the School District, without pay or compensation, after following the prescribed Disciplinary Action Schedule set forth in Section 10.2. The School District will have the right to determine the length of suspension based upon the severity of the offense. Suspension can also be given, without following the Disciplinary Action Schedule, for those actions listed in Section 10.1 and so indicated but not limited to those actions only.

Dismissal shall be defined as meaning discharged, without pay or compensation, after following the prescribed Disciplinary Action Schedule set forth in Section 10.2. Dismissal can also be given, without following the Disciplinary Action Schedule, for those actions listed in Section 10.1 and so indicated but not limited to those actions only. Employees who are dismissed are not terminating employment in good standing.

Immediate dismissal shall be defined as meaning discharged, without pay or compensation, without following the prescribed Disciplinary Action Schedule set forth in Section 10.2. Immediate dismissal can also be given, without following the Disciplinary Action Schedule, for those actions listed in Section 10.1 and so indicated but not limited to those actions only. Employees who are dismissed are not terminating employment in good standing.

An employee will be demoted only if they are not performing their job satisfactorily. If an employee is demoted, the School Board shall give written notice and reason for such action.

If an employee does not terminate employment in good standing, the employee will forfeit all vacation pay, holiday pay, and early retirement pay, which the employee is eligible to receive at the time of their termination.

10.3 Employee Representative Upon Dismissal

The Exclusive Representative may discuss with the administration the cause for discharge which do not require immediate dismissal; however, the decision of the School Board shall be final except as defined under Article 15, Grievance Procedure.

10.4 Seniority

The purpose of seniority is to provide a declared policy as to the order of layoff and recall of employees.

10.4.1 Determination of Seniority

Seniority shall be determined by total years of employment in the bargaining unit and shall begin with the first day of “regular continuous employment” in the bargaining unit. Seniority does not include other School District employment or time as a substitute employee prior to “regular continuous employment” in the bargaining unit except as otherwise provided in Appendix A-5 (Substitute Status) and Section 10.4.3 (Tie Breaker) of this Agreement. Approved leaves of absence shall not detract from “regular continuous employment” service towards seniority credit.

An employee who resigns from a position covered by this contract to transfer to another position of employment within the School District shall retain seniority for a period of six (6) months from date of resignation. If the employee notifies the School District in writing prior to the expiration of the six (6) month period that the employee wishes to return to the first open comparable position covered by this contract, and no such position is open, the employee shall be granted an additional six (6) month period beginning from the date of the notice of the desire to return to a position covered by this contract to accept the first open comparable position.

Otherwise, the seniority shall begin with the date of re-employment to a position covered by this contract.

10.4.2 Seniority List

The School District shall annually prepare and post on the School District's website an up-to-date seniority list no later than October 1st. The tie breaker shall be invoked, if necessary, before the seniority list is posted. The Exclusive Representative shall be provided an electronic copy of the posted seniority list. Any allegations that the seniority list contains errors may be asserted through a written statement setting forth the allegations within twenty-one (21) calendar days from the date of the posting of the seniority list. The failure to file a written statement alleging an error shall constitute a waiver of any error. The written statement must contain all supporting evidence with attachments of relevant proof of the error. The School District shall evaluate the allegations and make a decision on the validity of the alleged error. If necessary, the School District shall within thirty-one (31) calendar days after the initial posting of the annual seniority list, post a finalized seniority list. The finalized seniority list is the seniority list to be used for layoff/recall decisions. Any employee who disagrees with the data on the finalized seniority list may file a grievance within twenty (20) days (as defined in Section 15.4 of this Agreement) following the posting of the finalized seniority list. Any such grievance shall be deemed at the arbitration level. An arbitration hearing shall be sought on an expedited basis. Uncontested data on the finalized seniority list shall become final and binding on the School District and the bargaining unit for purposes of layoff/recall decisions. The arbitration decision shall be final and binding as to the data challenged. Subsequent issues regarding the data on the seniority list and seniority ranking may not be raised at any hearing regarding the proposed layoff or recall of the employee.

10.4.3 Tie Breaker

The following criteria shall be used in the following order to break seniority ties before the placement of an employee on lay off:

1. Earliest beginning date of other "regular continuous employment" in the District immediately preceding employment in the bargaining unit.
2. If there is still a tie in seniority, the order of seniority shall be determined by the flip of a coin in the presence of the union steward and the School District Representative. The employee determined to be senior through this process shall have an asterisk placed prior to their seniority date on the unit's seniority list.

10.4.4 Loss of Seniority

An employee who has been laid off for a period of two (2) years without being recalled from layoff, or who fails to report to work upon two (2) weeks' notice of recall from layoff as provided for in this article, shall forfeit all seniority rights.

10.4.5 Notification

The School District shall send the official notice of recall from layoff to the employee's home address via certified mail and by regular mail to the Exclusive Representative. It is the employee's responsibility to provide the School District with their current home address and failure to accept recall within ten (10) calendar days shall cause forfeiture of the employee's recall to said position. The School District shall prepare an affidavit of service by U.S. Mail which shall be deemed as proof of service by the School District upon the affected employee. The notice of available position(s) shall be effective upon mailing. The School District shall not be responsible for failure of a notice to reach an employee so long as the notice has been mailed to the address provided by the employee.

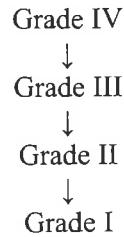
10.5 Layoff/Bumping Process

In the event of layoffs, employees with the least seniority in each pay classification shall be laid off first. For purposes of this Section, an employee who suffers a reduction of greater than 12.5% of their hours per day shall be considered as having suffered a job elimination and shall be entitled, but not required, to exercise bumping rights as outlined below. In the event a position is eliminated, the employee in the position being eliminated shall be given two (2) weeks' notice of such job elimination and may choose, if qualified, to:

1. Bump the least senior employee in the same pay grade:
 - a. with the same number of hours per day
 - b. if not available, with the next lowest number of hours per day; or
2. If least senior in the pay grade, bump the least senior employee in the next lower pay grade:
 - a. with the same number of hours per day
 - b. if not available, with the next lowest number of hours per day; or
3. Elect layoff and placement on the recall list

The resulting displaced employee, if qualified, shall then have the right to bump a less senior employee by choosing among the same options described in this Section. The bumping process shall continue until the least senior employee is laid off in accordance with the Layoff Classification Chart.

LAYOFF CLASSIFICATION CHART



Full-time employees may bump full-time or part-time employees with less seniority. In no case shall a displaced employee bump another employee with more seniority.

A displaced employee shall be placed on the pay step nearest their present rate in the lower classification.

10.6 Recall from Layoff

For a period of two (2) years from the date of layoff, if any vacancy occurs in the School District, the employee with the most seniority shall have first choice to be rehired if the position is at, or lower than, the employee's previous pay classification. An employee shall have the right to reject a recall from layoff notice, if the position is for lower pay or hours than the employee's previous position or the employee is unable to return due to a medical reason. Employees laid off shall retain seniority but shall not accrue additional seniority during the period of layoff.

ARTICLE 11: RESIGNATION

- 11.1 A ten (10) work day written notice shall be required of an employee wishing to resign in good standing. If an employee does not terminate employment in good standing, the employee will forfeit all vacation pay, holiday pay, early retirement pay and severance pay which the employee is eligible to receive at the time of their termination.
- 11.2 Employees who will be laid off will receive a written notice of layoff at least ten (10) work days in advance of the layoff and it will include a list of any cook position vacancies which exist on the date of the notice.
- 11.3 Employees shall retire at the conclusion of the school year consistent with appropriate federal and/or state law.

ARTICLE 12: 403(b) MATCHING RETIREMENT PLAN

12.1 Eligible employees, as defined in section 12.2, may participate in the Independent School District 728 403(b) Matching Retirement Plan. Eligible employees may elect to enter into salary reduction agreements and have amounts withheld from their salaries in accordance with the terms of the plan and the provisions of this Article.

12.2 An employee must have completed five (5) full school years of continuous service with Independent School District 728 by June 30 of a calendar year. Service must be in positions that are School Board approved and the employee must have been appointed, by the School Board, to the position. Service in different positions can be combined to meet the five (5) full school years of continuous service eligibility requirement. Upon completion of the requirements for eligibility, participation will begin with the first paycheck in a fiscal year. If an eligible employee does not elect to participate prior to receiving the first paycheck of the fiscal year, the employee may later elect to participate, effective the first paycheck following ten (10) work days after the required enrollment forms are received in the Payroll Department. The employee will establish the match amount per paycheck and receive that amount until their fiscal limit has been reached, at which time the match would stop and restart upon commencement of a new fiscal year.

Partial years of service of one hundred eighty (180) consecutive calendar days or more will be considered as a complete year of service. Partial years of service less than one hundred eighty (180) consecutive calendar days will not be considered as a complete year of service and cannot be combined to make a complete year of service. Approved leaves of absence without pay will not sever continuous service but will not be credited towards the calculation of years of continuous service.

12.3 In addition to the requirements of section 12.2, to qualify for and participate in the Independent School District 728' 403(b) Matching Retirement Plan and receive a matching contribution, an employee must be School Board approved, as of July 1, to work a minimum of twenty (20) hours per week. An employee who falls below the minimum number of hours of eligibility during the employee's contracted year, will not be eligible to receive the match for the remainder of the employee's contract year. An employee who is regularly scheduled to work forty (40) hours per week and twelve (12) months per year will be eligible for the maximum match amount. An employee who is regularly scheduled to work less than forty (40) hours per week and/or twelve (12) months per year will receive a prorated match.

12.4 The School District will match up to a maximum of one thousand and 00/100 dollars (\$1,000.00) per school year. All matches will be on a dollar-for-dollar basis.

- 12.5 The School District's obligation for contributions in matching funds shall cease after the School District has contributed the following maximums in annual contributions or in combination with other matching funds contributed by the School District on behalf of the employee if the employee was previously a member of a different bargaining unit.
- 12.6 If an employee is employed by the School District prior to July 1, 1997, and if such employee has completed at least twenty (20) school years of continuous service with Independent School District 728 at the time of retirement, the employee, upon retirement, will be eligible for a lump-sum payment equal to the difference between twelve thousand five hundred and 00/100 dollars (\$12,500.00) (prorated based upon the employee's School Board approved assignment at the time of retirement) and the amount actually contributed by the School District pursuant to the terms of the Independent School District 728' 403(b) Matching Retirement Plan. "Continuous service," for the purposes of this paragraph only, shall be defined as in sections 12.2 and 12.3 except that the twenty (20) hour-per-week minimum shall be reduced to fourteen (14) hours per week. Persons employed on and after July 1, 1997, are not eligible for this benefit.
- 12.7 Upon retirement, the lump-sum payment under Section 12.7 will be made directly to the Minnesota State Retirement System Health Care Savings Plan (MSRS HCSP). The payment will be made within thirty (30) calendar days of the employee's School Board approved retirement date.

In no event will the School District be obligated to pay any amounts greater than authorized by applicable state statutes or regulations or federal laws or regulations. It is understood that the School District's only obligation is to make the specified payment on behalf of the employee to the appropriate fund and no claim shall be made against the School District as a result of the MSRS HCSP.

In the event of the death of an employee who has met the aforementioned eligibility requirements under Section 12.7 but a payment has not yet been made to the MSRS HCSP on behalf of the employee, the amount will be paid to the deceased employee's estate.

ARTICLE 13: VACANCIES

13.1 Posting

Notice of new positions or vacancies of more than thirty (30) calendar days duration will be posted on the District's website for a period of at least seven (7) calendar days. Notices of posted new positions or vacancies will be provided to the union steward(s) concurrent with when they are posted on the District's website. Should a bargaining unit member be on layoff at the time of the vacancy and the vacant position is equivalent or less than the laid off employee held prior to layoff, the laid off employee shall first be recalled to the vacant position, if qualified. If the laid off employee rejects the recall from layoff notice the position shall then be posted as defined.

13.2 Bids

Applicants must submit their completed bids via the District's electronic applicant tracking system before the expiration of the ten (10) calendar day posting period. The District shall notify job applicants of their selection or non-selection for hire for a posted position within a reasonable timeframe in accordance with the District's employment practices and procedures, but in no case any later than forty-five (45) calendar days after the close of the posting.

13.3 Final decisions for employment, advancement, transfer or promotion will be made by the School Board consistent with the qualifications and requirements of the operation of the School District.

13.4 Applicants chosen for promotion to a higher grade level may be placed at a higher step than their current step but may not be placed at a step that is a lower pay rate than their current step.

ARTICLE 14: HOLIDAYS AND VACATIONS

14.1 Holidays

14.1.1 All full-time employees and on a pro rata basis part-time employees shall be granted up to nine (9) holidays with pay per year coinciding with the school calendar as adopted by the School Board and which fall during the work year of the employee. Employees working less than twelve (12) months per year shall be paid for only those holidays which occur during the employee's regular work year schedule.

14.1.2 Holidays shall be:

New Year's Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Good Friday	Day Before Christmas
Memorial Day	Christmas Day
Labor Day	One (1) Floating Holiday

14.1.3 Employees will be allowed to select the day on which they can use their floating holiday if the leave does not conflict with the needs of the School District.

The request must be made to the Manager of Food Service using Employee Access at least three (3) work days prior to the day the leave is to be taken,

except in extreme emergencies. In the event of an extreme emergency, an oral request through the Manager of Food Service will be considered. No more than two (2) employees from the same building will be allowed to utilize their floating holiday on the same day.

Employees are expected to use their floating holiday during the school year. If on two (2) separate occasions an employee has requested to use their floating holiday and have been denied their request, the employee will be paid for the floating holiday at the conclusion of the school year.

- 14.1.4 If any holiday falls on a weekend day, the Superintendent of Schools will designate another holiday within a five (5) calendar day period of the normal holiday.
- 14.1.5 Any legal holiday that falls within an employee's vacation period shall not count as a day of vacation.
- 14.1.6 An employee must work the regularly scheduled shift the day before and after the holiday, unless on approved paid leave, to qualify for the holiday with pay. In the event of no regular shift prior to Labor Day or no regular shift after Memorial Day, the listed holidays shall be paid to employees.

14.2 Vacations

- 14.2.1 All full-time employees, and on a pro rata basis part-time employees, shall be granted vacation, with pay, on the basis of the following schedule. New employees hired after June 30, 2009, except Head Cooks (Grade IV) are not eligible for vacation. All employees on the district payroll as of June 30, 2009, will retain the following vacation schedule. Employees who were not eligible for vacation under previous bargaining agreements and will be eligible for vacation effective July 1, 1994, will be placed on the 1 Year vacation step level regardless of the number of years of service. Vacation will be credited to the employee at the start of the school year.
 - 14.2.1.1 Effective July 1, 2024 all full-time employees, and on a pro rata basis part-time employees hired after June 30, 2009 who are not Head Cooks, shall be granted five (5) days of vacation each contract year. Vacation may only be used on student contact days. Vacation will not accumulate and unused vacation will be forfeited at the end of the contract year.

Vacation Schedule

	<u>9 months</u>	<u>9.5 months</u>	<u>10 months</u>
1 Year	7 Days	7.5 Days	8 Days
5 Years	9 Days	9.5 Days	10 Days
8 Years	11 Days	12 Days	12.5 Days
11 Years	13 Days	14 Days	15 Days
15 Years	15 Days	16 Days	17 Days

14.2.2 Vacation days may be used during times that school is in session with the approval of the Manager of Food Service. A request for the use of vacation time must be made at least three (3) work days prior to the day the vacation is to be taken using Employee Access. In the event of emergencies, an oral request through the Manager of Food Service will be considered.

14.2.3 If an employee is terminated because of a layoff, reduction in staff, early retirement, normal retirement, disability retirement, or voluntarily resigns with the required ten (10) work day notice to the Director of Human Resources, the employee shall be entitled to a pro rata share of vacation earned. In case of death, the employee's estate will be entitled to a pro rata share of vacation earned.

14.2.4 Vacation time shall not be cumulative or carried over from year to year except with the written approval of the Manager of Food Service and the Executive Director of Business Services.

14.2.5 For Head Cooks and those hired prior to June 30, 2009, unused vacation days at the end of the contract year shall be paid to the employee.

14.2.6 Employees starting after July 1 shall receive a pro rata vacation for the balance of the fiscal year.

14.2.7 Effective for persons employed on or after July 1, 1996, in positions covered by the Food Service bargaining unit:

In the event that an employee accepts a position in this bargaining unit, having previously been employed in the School District but in a different bargaining unit, the employee will be given credit on this bargaining unit's vacation schedule for those eligible years the employee was given credit on the previous bargaining unit's vacation schedule. The employment from one bargaining unit to another must be continuous in order to be eligible for the credit.

- 14.2.8 Each High School may have no more than one (1) food service employee on vacation on each student contact day. Middle Schools and Elementary Schools may only have one (1) food service employee on either personal leave or vacation on each student contact day.

ARTICLE 15: GRIEVANCE PROCEDURE

- 15.1 A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the School Board as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this written agreement in effect between the parties.
- 15.2 The term employee, as used herein, shall have that meaning as described in Article 2 of the Agreement.
- 15.3 The employee, Administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in their behalf.
- 15.4 Grievances shall not be valid for consideration unless the grievance is submitted in writing setting forth the facts and the specific provision allegedly violated and the particular relief sought within twenty (20) 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.
- 15.5 The School Board and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee with the School Board in the following manner:
- A. An effort shall be made to first adjust an alleged grievance informally between the employee and the immediate supervisor; secondly, between the employee and the Manager of Food Service. If the problem cannot be resolved through informal discussion, then the formal grievance shall be submitted in writing to the Executive Director Human Resources, setting forth the facts and the specific provision(s) of the Agreement allegedly violated and the particular relief sought. The Executive Director of Human Resources will give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.
 - B. In the event that the grievance is not resolved in Step A, the decision rendered in Step A may be appealed to the Superintendent provided such appeal is made in writing and appealed to the Superintendent within five (5) days after receipt of the decision in Step A. If a grievance is properly appealed to the Superintendent of Schools, or their designee, the Superintendent, or 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 designee shall issue a decision in writing to the parties involved.

- C. In the event that the grievance is not resolved in Step B, the decision rendered in Step B may be appealed to the School Board provided such appeal is made in writing and appealed to the School Board within five (5) days after receipt of the decision in Step B. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after the receipt of the appeal. Within twenty (20) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this step, and to report its findings and recommendations to the School Board. The School Board will then render its decision on the grievance.
- D. The School Board may determine and designate its representative(s) at any stage of this procedure.

15.6 Failure by the employee to appeal a grievance from one (1) step to another within the time periods provided shall constitute a waiver of the grievance.

15.7 Time Limits

- 15.7.1 Time limits specified in this Agreement may be extended by mutual agreement.
- 15.7.2 Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days except Saturdays, Sundays, and designated holidays.
- 15.7.3 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.
- 15.7.4 The last day of the period so computed shall be counted, unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday or a legal holiday.
- 15.7.5 The filing or service of any notice or document herein shall be timely if it bears a certified postmark of the United States Mail Service within the time period.

15.8 Failure by the School Board or its representative(s) 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 higher step.

15.9 Arbitration Procedures

15.9.1 In the event that the employee and the School Board are unable to resolve any grievances pursuant to Section 15.5 of this procedure, the grievance may be submitted to arbitration as defined herein:

- A. 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 of Schools within ten (10) days following the decision in Section 15.5 (C) of the grievance procedure.
- B. No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions outlined in this grievance.
- C. 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.
- D. Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties; subject, however, to the limitations or arbitration decisions as provided in the PELRA.
- E. 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.
- F. 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 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, direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

- G. 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 an arbitrator, in accordance with M.S. 179A. 21, , providing such request is made within twenty (20) days after the request for arbitration. . Failure to request an arbitrator in accordance with M.S. 179A.21 within the time periods provided herein shall constitute a waiver of the grievance.
- H. The decision of the arbitrator shall be rendered within thirty (30) days after the close of the hearing.
- I. The proceeding before the arbitrator shall be a hearing denovo.

ARTICLE 16: DURATION

- 16.1 This Agreement shall remain in full force and effect for a period commencing on July 1, 2025, through June 30, 2027, and thereafter until modifications are made pursuant to the PELRA. If either party desires to modify or amend this Agreement commencing on July 1, 2027, it shall give written notice of such intent no later than May 1, 2027. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.
- 16.2 This Agreement constitutes the full and complete agreement between the School Board and the Service Employees International Union, Local 284. The provisions herein relating to terms and conditions of employment supersede and take precedence over any and all prior agreements, resolutions, practices, School District policies, rules or

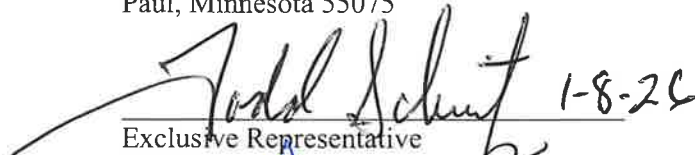
regulations concerning terms and conditions of employment inconsistent with these provisions.

- 16.3 It is further agreed that any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement except by mutual consent.
- 16.4 The provisions of this Agreement shall be severable. If any provision thereof or the application of any such provision, under any circumstances, is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof, under different circumstances.

IN WITNESS WHEREOF, the parties have signed this Agreement, this 6 day of Jan, 2026.

Service Employees International Union Local 284
450 Southview Boulevard
Paul, Minnesota 55075

Independent School District 728
11500 193rd Ave. NW South St.
Elk River, Minnesota 55330

 1-8-26

Exclusive Representative



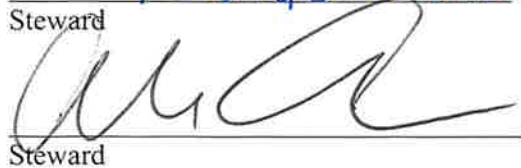
Chair, School Board



Steward



Clerk, School Board



Steward

APPENDIX A - BASIC RATES OF PAY - FOOD SERVICE EMPLOYEES

A-1

Effective July 1, 2025, through June 30, 2026, wages per hour:

	Grade I	Grade II	Grade III	Grade IV
1	17.17	18.99	19.66	20.33
2	18.05	19.87	20.53	21.21
3	18.93	20.74	21.39	22.08
4 (1)	19.82	22.05	22.89	23.76
5 (2)	20.54	22.89	23.76	24.62
6 (3)	21.29	23.76	24.62	25.54
7 (4)	22.05	24.62	25.54	26.48
8 (5)	22.89	25.54	26.48	27.49
9 (6)	23.62	26.37	27.35	28.39
10 (7)	24.21	27.03	28.03	29.09
11 (8)	24.82	27.70	28.73	29.82

Effective July 1, 2026, through June 30, 2027, wages per hour:

	Grade I	Grade II	Grade III	Grade IV
1	17.53	19.39	20.07	20.76
2	18.43	20.29	20.96	21.65
3	19.33	21.17	21.84	22.55
4 (1)	20.23	22.52	23.37	24.25
5 (2)	20.97	23.37	24.25	25.14
6 (3)	21.73	24.25	25.14	26.08
7 (4)	22.52	25.14	26.08	27.04
8 (5)	23.37	26.08	27.04	28.07
9 (6)	24.12	26.92	27.92	28.98
10 (7)	24.72	27.60	28.62	29.70
11 (8)	25.34	28.28	29.34	30.45

<u>Grade I</u>	<u>Grade II</u>	<u>Grade III</u>	<u>Grade IV</u>
Cook Helper	Preparation Cook	First Cook	Head Cook

A-2 Step Placement

1. Step increases will be granted to employees upon satisfactory job performance. The School Board reserves the right to withhold a step increase in individual cases for good and sufficient reasons. The School Board shall give written notice and the reason for such action.
2. New employees hired July 1 through December 31 shall advance to the next step on July 1 of the following year. Those hired January 1 through June 30 shall remain on the same step on July 1 and advance to the following step on the next July 1.
3. If an employee is placed in a higher classification because the employee is transferred to a position, the employee will then be placed on the same step in the higher classification. The employee will then serve a one hundred eighty (180), on the job, calendar day probationary period. Continued employment during this probation period shall be vested solely in the School Board.

If an employee is placed in a lower classification because the employee is reassigned as a result of disciplinary action, the employee will then be placed on the same step in the lower classification. The employee will then serve a one hundred eighty (180), on the job, calendar day probationary period. Continued employment during this probationary period shall be vested solely in the School Board.

Subsequent step increases will be granted to employees upon completion of contract negotiations and satisfactory job performance. The School Board reserves the right to withhold a step increase in individual cases for good and sufficient reasons. The School Board shall give written notice and the reason for such action.

An employee placed in a new classification will always be placed on or higher than STEP ONE (1).

4. District employees in a non-bargaining unit position who bid on or transfer from the non-bargaining unit position to a bargaining unit position will be placed on the salary scale at a step that is equivalent to their years of service with the District.

A-3 Wages Per Hour For Working Special Events

If a cook is required to work for special events or dinners, the rate of pay shall be one and one-half (1½) times the regular rate of pay for employees who regularly work more than twenty (20) hours per week and in the event that the employee is asked to work additional

hours over and above the normal number of hours for the regular shift. The employee shall be guaranteed a minimum of one (1) hour of pay if the work over and above their regularly scheduled hours is not contiguous to the employees regularly scheduled work shift. In the event that an employee who regularly works less than twenty (20) hours per week is asked to work over and above their regularly scheduled hours, that person shall be guaranteed a minimum of two (2) hours of regular pay.

A-4 Serv Safe Certification

1. Effective July 1, 2024 Head Cooks and First Cooks are required to attend and complete a State Approved CFPM Course through a class(es) approved by the School District. The School District will pay the fee for the approved training, the time to attend for all Head Cooks and First Cooks and the managers licensure fee.
2. Head Cooks and First Cooks are required to obtain the CFPM certification within the time period required following completion of the CFPM Course. The Certification fee will be paid by the School District.
 - a. The School District will pay the certification fee and the fee for the State Approved CFPM Course for all Head Cooks and First Cooks. Head Cooks and First Cooks who allow the certification to lapse will be responsible for all associated costs to renew an expired certification.
 - b. In the absence of the Head Cook, First Cooks are required to step up into the Head Cook position regardless of the duration of the vacancy. First Cooks will be paid step up pay in accordance with A-5 Substitute Status.
3. Employees newly hired into the position of Head Cook or First Cook must complete the training within (120) days of hire or transfer, unless no other employee currently holds a valid certification at the location, in which case an expedited time frame will be developed as directed by the district. Failure to do so will result in failing to pass probation or qualification periods.

A-5 Substitute Status

The following language will become effective for all persons employed on or after July 1, 1996:

Internal substitute employees will be returned to their regular position upon the return of the incumbent employee. External substitute employees will be terminated upon the return of the incumbent employee and this action is not subject to the grievance process. The external substitute employee shall not earn seniority and shall not be subject to the provisions of Section 10.4 and Section 10.5 of this Agreement.

In the event that the status of a substitute employee is changed to that of a regular employee and there is no break in service, the original date the substitute employee began

work in the School District in the temporary food service position shall be the date of employment for seniority purposes. The employee's one-hundred eighty (180) calendar day probation period begins to run with the date of the status change.

A substitute employee shall enjoy the same terms and conditions of employment as a regular employee during the substitute service, except that the substitute employee shall NOT gain continued employment rights in the position, except as noted above and external substitute employees will be terminated upon the return of the incumbent employee. The external substitute employee also shall not earn seniority and shall not be subject to the provisions of Section 10.4 and Section 10.5 of this Agreement.

A regular employee who substitutes on a daily basis for another regular employee in a position in a higher pay grade classification shall be paid according to the pay grade classification for the position the employee is substituting. The substituting employee will remain on the same step as their regularly assigned position. Effective beginning on the first (1st) workday of substituting.

A-6 Membership Dues

The School Board shall pay fifty-three and 00/100 dollars (\$53.00) per year for membership in the American School Food Service Organization for each employee covered under this agreement.

Effective July 1, 2026 The School Board shall pay 100% of the cost of membership in the American School Food Service Organization for each employee covered under this agreement.

A-7 Pay for Convention Attendance

Head Cooks selected by the School District to attend the Minnesota School Food Service Association functions shall be paid regularly scheduled hours for the work day lost during the time that they attend the convention. Travel expenses shall be in accordance with the School District travel policy.

A-8 Uniform Allowance

Each cook shall be granted a uniform allowance, as per the payment schedule, payable only to a company selected by the School District. A pro rata portion based upon the number of days remaining in the school year shall be deducted from the final paycheck of employees who resign or are terminated prior to the end of the school year.

UNIFORM ALLOWANCE PAYMENT SCHEDULE

3 hour to 4 hour employees

Employment Dates

Current Employees	\$175.00
Prior to October 1	175.00
October 1 to October 31	165.00
November 1 to November 30	155.00
December 1 to December 31	145.00
January 1 to January 31	135.00
February 1 to February 28	125.00
March 1 to March 31	115.00
April 1 to April 30	105.00
May 1 to May 31	95.00

4.5 to 8 hour employees

Employment Dates

Current Employees	\$200.00
Prior to October 1	200.00
October 1 to October 31	190.00
November 1 to November 30	180.00
December 1 to December 31	170.00
January 1 to January 31	160.00
February 1 to February 28	150.00
March 1 to March 31	140.00
April 1 to April 30	130.00
May 1 to May 31	120.00

A-9 Emergency Closing

Employees who have begun a regular shift prior to the time that school is closed because of an emergency shall receive a minimum of three (3) hours pay at their regular rate or their regular work hours, whichever is less.

A-10 Head and First Cook Assignments

Kitchens will have Head Cooks and First Cooks as follows:

	<u>Head Cook</u> (Grade IV)	<u>First Cook</u> (Grade III)
Lincoln Elementary School	1	1
Meadowvale Elementary School	1	1
Otsego Elementary School	1	1
Parker Elementary School	1	1
Rogers Elementary School	1	1
Zimmerman Elementary School	1	1
Rogers Middle High School	1	1
Salk Middle School	1	1
Vandenberg Middle School	1	1
Zimmerman Middle High School	1	1
Elk River Area High School	1	1
Prairie View Elementary	1	1
Prairie View Middle School	1	1

A-11 Exceptional Service Pay

All Cooks who achieve and maintain food service certification shall be paid the following appropriate rate of pay for the highest certification they hold, in addition to their base hourly rate of pay:

<u>CERTIFICATION</u> <u>LEVELS</u>	<u>EXCEPTIONAL SERVICE</u> <u>PAY RATE</u>
Level IV	\$.65 per Hour
Level III	\$.55 per Hour
Level II	\$.45 per Hour
Level I	\$.40 per Hour

A-12

- A. Head Cooks will receive a stipend of fifty cents (\$0.50) per hour in addition to their hour wage rate. Effective July 1, 2022 Head Cooks will receive a stipend of one and 00/100 (\$1.00) per hour in addition to their hourly wage rate.

B. Effective July 1, 2025, First Cooks who step up in the absence of head cooks, will receive a stipend of one and 00/100 (\$1.00) per hour in addition to their step-up pay for all time in the position of the absent head cook.

A-13 Longevity Pay - In addition to their basic hourly wage, longevity pay will be paid to employees who have completed the following years of continuous service with the district as shown below:

Fifteen (15) years	\$.50
Twenty (20) years	\$1.00

A-14 Mileage Reimbursement

The School District shall reimburse employees who use their personal automobile for conference attendance. Mileage reimbursement shall be at the rate set by the School District policy. Prior approval must be obtained one (1) week in advance. For prior approval, contact should be made to one (1) of the Administrators below and in the order given:

1. Manager of Food Service
2. Executive Director of Business Services
3. Executive Director of Human Resources
4. Superintendent

A-15 Retroactive Pay

Employees who have their employment terminated by the School District prior to the approval of this agreement by both parties, will not be entitled to any retroactive pay and benefits.

Employees who voluntarily terminate their employment prior to the approval of this agreement by both parties, will be entitled to retroactive pay and benefits for the fiscal year in which this agreement is approved by both parties.

Employees who retire in a fiscal year prior to the fiscal year in which this agreement is approved by both parties will be entitled to retroactive pay and benefits provided the employee makes a written application, by certified mail, for such retroactive pay and benefits. This written application must be made by the terminated employee to the Superintendent of Schools within thirty (30) calendar days from the date that both parties approved this agreement.

Failure to meet the restrictions set forth by these provisions constitutes the forfeiture of any rights to retroactive pay and benefits.

A -15 Sick Leave Donation

General Provisions:

- The Sick Leave Contribution Committee (The Committee) will administer the program. The Committee will consist of two representatives from the Human Resources Department and two representatives from Service Employees International Union Local 284.
- The Committee may modify the procedures at any time as deemed necessary. The following procedures are in effect as of July 1, 2016, and will be reviewed during subsequent contract negotiations as recommended by the Committee.
- The employee must be a member of Service Employees International Union Local 284.
- The employee requesting contributions of sick leave must use all accumulated sick leave and personal leave before receiving sick leave contributions.
- The employee requesting contributions of sick leave is limited to ten (10) contributed days per year of service, with a lifetime maximum of thirty (30) days.
- An employee may request sick leave contributions if one of the three following conditions exist:
 1. The employee has a serious illness or physical disability, the employee is absent for a minimum of ten (10) consecutive days, and the employee requests a medical leave of absence:
 - a) The employee must apply for long term disability benefits, if the absence meets the waiting period.
 - b) The serious illness or disability requires the attention of a physician.
 2. The employee has a serious illness or disability that causes repeated periodic absences during the year:
 - a) The serious illness or disability requires the attention of a physician.
 - b) The employee may request contributions of sick time, which will be credited to the employee's sick leave account as needed during a specified school year.
 - c) The employee may renew the request in subsequent school years by completing another contribution request application form.
 3. An employee's immediate family member has a serious illness or disability that requires services from a healthcare provider:
 - a) An immediate family member includes a child, adult children, spouse, sibling, parent, mother/father-law, grandparent, grandchild, or stepparent, as defined in Minn. Stat. § 181.9413
 - b) The serious illness or disability requires the attention of a physician.

Application Process:

- The employee requesting the contribution of sick time may obtain an application form from the Human Resources Department. The employee will complete the form and submit it to the Human Resources Department.
- An original physician's statement indicating the nature of the illness or disability and date of the anticipated recovery must accompany the application form.
- The Sick Leave Contribution Committee will review the application via email communication initiated by Human Resources.

- Contributions will be made in increments of four (4) hours. Employees wishing to contribute more than four (4) hours must complete separate forms. All donors will make one contribution before further contributions are taken from those wishing to do more.
- Sick leave contributed will not be deducted from the donating employee until actually used.
- Once sick leave has been deducted from an employee's sick leave account for contribution to another employee, it cannot be credited back at a later date.
- Contributions submitted in excess of the current request will not be used unless or until the requesting employee's absence is extended and results in additional need for contributions for the same occurrence.