

MASTER AGREEMENT

2007 - 2009

**BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT 191
BURNSVILLE, MINNESOTA**

and

**SCHOOL SERVICE EMPLOYEES LOCAL #284
CAFETERIA EMPLOYEES
BURNSVILLE-EAGAN-SAVAGE-PUBLIC SCHOOLS**

2007-2009
TABLE OF CONTENTS
Food Service Employees

<u>ITEM</u>	<u>PAGE</u>
Annual Employment Basis	8
Association/Employee Rights.....	2
Basic Work Week	7
Bereavement Absence.....	7
Call Back.....	9
Court Appearance	10
Dental Insurance	5
Discipline	10
District Match (403b).....	11
Duration of Insurance Participation.....	5
Dues Check Off.....	2
Emergency Closing.....	9
Employee Rights.....	2
Family Illness Absence.....	6
Food Service Classes	4
Grievance Procedure.....	11
Hardship Cases	6
Health and Hospitalization Insurance.....	4
Holidays	8
Holiday Pay.....	8
Hours of Service	7
Job Posting	9
Jury Duty.....	9
Layoff Policy	10
Leave of Absence.....	5-7
Life Insurance	5
Longevity Pay.....	4
Long Term Disability.....	6
New Classification	4
Outside Experience Allowance.....	4
Overtime Hours.....	8

Overtime Pay	4
Part-Time Employee	7
Personal Absence	7
Personal Illness Absence	5
Physical Examination	9
Reduction of Hours	11
Recognition of Exclusive Representative	1
Retirement	11
Retirement/Severance Pay	11
Salary Schedule 2007-09	3
Salary Step Increments	4
School Board Rights	1
Seniority	12
Shifts & Starting Time	7
Temporary Salary Increments	4
Termination of Employment	10
Terms and Conditions of Employment	1
Uniforms	10
Worker's Compensation	6
Work Year	8

ARTICLE I

Section 1. Parties: THIS AGREEMENT is entered into between the School Board of Independent School District 191, Burnsville, Minnesota, and the School Service Employees Local 284. (Cafeteria Employees) in compliance with the Public Employment Labor Relations Act, to provide the terms and conditions of employment for cafeteria employees during the duration of this Agreement.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A. and the Bureau of Mediation Services order of November 12, 1982, Case No. 83-PR-329-A recognizes School Service Employees Local 284 as the exclusive representatives for cafeteria employees, as listed in the appropriate unit listed in Article III, Section 2, employed by the School Board of Independent School District 191.

Section 2. Appropriate Unit: The exclusive representative shall represent all such employees of the district contained in the appropriate unit as defined in Article III, Section 2, of this Agreement and the P.E.L.R.A.

ARTICLE III DEFINITIONS

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

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the term cafeteria employees shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following: supervisory employees, part-time employees who services do not exceed fourteen (14) hours per week or thirty – five percent (35%) of the normal work week, temporary, including substitute or seasonal employees whose services do not exceed sixty-seven (67) days per calendar year, and emergency employees. Included in the Unit are all cook managers--secondary and elementary, assistant cooks, and second cooks.

Section 3. Other Terms not defined in the Agreement shall have those meanings as defined by P.E.L.R.A.

ARTICLE IV SCHOOL BOARD RIGHTS

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

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

Section 3. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School Board and shall be governed by the laws of the State of Minnesota and by School Board rules regulations, directives and orders issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations directives and orders are not inconsistent with the terms of this Agreement and recognizes that the School Board, all employees covered by the Agreement, and all provisions of this Agreement are subject to the laws of the State. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives of orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of Board rights and duties shall not be deemed to exclude other inherent management rights and managerial 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 V EMPLOYEE RIGHTS

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or the 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 with the School Board.

Section 3. Dues Check Off: All employees covered by this Agreement who are members of the exclusive representative shall have dues established by the exclusive representative deducted from their first full month's pay, and each month while employed thereafter, and such amounts shall be forwarded to the exclusive representative.

Section 4. In accordance with P.E.L.R.A., any employee included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee for any employee shall be in an amount equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues.

The exclusive representative shall provide written notice of the amount of the fair share fee assessment to the Commissioner, the School District, and to each employee to be assessed the fair share fee.

A challenge by an employee or by a person aggrieved by the assessment shall be filed in writing with the Director, the School District, and the exclusive representative within thirty (30) days after the receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefor but the burden of proof relating to the amount of the fair share fee shall be on the exclusive representative.

The School District shall deduct the fee from the earnings of the employee and transmit the fee to the exclusive representative thirty (30) days after the written notice was provided, or, in the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the School District pending a decision by the Commissioner or Court. Any fair share challenge shall not be subject to the grievance procedure.

The exclusive representative hereby warrants and covenants that it will defend, indemnify and save the school District harmless from any and all actions, suits, claims damages, judgments, and executions or other forms of liability, liquidated or unliquidated, which any person may have, now or in the future, arising out of or by exclusive representative as provided herein.

ARTICLE VI
COMPENSATION

Section 1. Rates of Pay:

2007-08

	Step 1	Step 2	Step 3
Cook Manager(Secondary)	\$20.34	\$21.24	XXX
Cook Manager (Elementary)	\$19.55	\$20.51	XXX
Snack Bar Manager Hamburger Fry Cook (BHS) Assistant Cook Manager	\$15.16	\$16.70	\$17.60
2nd Cook	\$12.37	\$13.95	\$15.64

2008-09

	Step 1	Step 2	Step 3
Cook Manager (Secondary)	\$20.90	\$21.82	XXX
Cook Manager (Elementary)	\$20.09	\$21.07	XXX
Snack Bar Manager Hamburger Fry Cook (BHS) Assistant Cook Manager	\$15.58	\$17.16	\$18.08
2nd Cook	\$12.71	\$14.33	\$16.07

If an elementary school exceeds an average of 500 daily student participation meals over 20 consecutive student contact days, excluding late start days, the manager shall advance to the rate of a secondary cook manager on the pay rate schedule. If the average falls below 500 student daily participation meals over 20 consecutive student contact days, excluding late start days, the manager shall return to the pay rate for an elementary cook manager. In both instances, it is the responsibility of the cook manager to draw attention to the threshold change.

The Cook Manager at the high school will earn \$1.25 per hour in addition to the hourly rate listed for the Cook Manager at the Secondary level.

Section 2. Effective 9/15/98, all contracted food-service employees will be paid over 24 pay periods (9/15-8/30).

Section 3. Employees who attain and maintain School Nutrition Association Certification Level I, shall receive \$.25 per hour above schedule. Employees who attain and maintain Level II School Nutrition Service Association Certification shall receive \$.50 per hour above schedule. Employees who attain and maintain Level III American School Food Service Certification shall receive \$.65 per hour above schedule. When evidence of completion is presented to the Food Service Director, pay adjustment will be made beginning on the following work day. The Food Service Director or his/her designee will inform new employees of training opportunities and encourage new employees to complete Serv Safe and Healthy Edge training prior to the completion of his/her probationary period.

Section 4. Other Food Service Classes: All employees shall be required to attend the Healthy Edge and Serv Safe classes or equivalent, with tuition paid by the District. New employees must attend within the first ninety (90) working days of their employment. New employees who do not complete their probationary period shall have their final paycheck from the District deducted to reflect the District's tuition payments for these classes. Employees shall be reimbursed up to \$70 per year for food service classes. Compensation for additional course work shall be at the Food Service Director discretion.

Section 5. Longevity Pay: Effective July 1, 2007, employees with seven (7) years of District service shall receive an additional \$.20 per hour above base rate for the classification currently held. Employees with twelve (12) years of District service shall receive an additional \$.26 per hour above base rate for the classification currently held. Employees with seventeen (17) years of District service shall receive an additional \$.32 per hour above base rate for the classification currently held. Employees with twenty two (22) years of District service shall receive an additional \$.37 per hour above base rate for the classification currently held. Years of service for purposes of this Section shall mean full years of service except that the first year of service may be counted if employment began prior to January 1 of that first year of service.

Section 6. Salary Step Increments: Employees shall advance to the next step on July 1, provided they have started by December 1st of the previous calendar year.

Section 7. Temporary Salary Increments: Regular, contracted employees who are assigned to fill the position of Cook Manager or Assistant Cook on a temporary basis shall receive the higher rate of pay for all work performed in the higher paying classification provided they work a minimum of two (2) hours per day at a higher level.

Employees who work in a temporary assignment for at least 30 consecutive days will earn pay and leave accrual of that position for the period of time that they are in the position. They will revert back to their regular hours and leave accrual once the position has been filled. Leave shall be paid out at the rate of pay and number of hours of the temporary position (if accrued leave is available), while the employee is in the temporary assignment.

If an employee who works in a temporary assignment for at least 30 consecutive days and takes a personal day while in that assignment and the employee does not have sufficient personal leave accrued to cover the absence, the remainder shall be taken from sick leave absence, if available. Sick leave will be decremented only if the employee has not yet used any personal days during that school year. If sick leave absence is not available, the remainder of the time shall be unpaid.

Section 8. Outside Experience Allowance: Administration may place newly appointed but experienced personnel on a step above the starting salary if deemed necessary and in the best interests of the School District.

Section 9. Overtime Pay: All services rendered on an overtime basis shall be paid at one and one-half (1 ½) times the employee's regular hourly rate except on Sundays and holidays. Overtime on Sundays and holidays shall be compensated at double time the employees regular hourly rate. A minimum of two (2) hours pay shall be paid when an employee is assigned to work on Sundays or holidays.

Section 10. Move to a New Classification: Employees moving into a different classification shall enter the new classification at the same step as they presently hold.

ARTICLE VII GROUP INSURANCE

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

Section 2. Health and Hospitalization Insurance:

Subd. 1. Single Coverage: The School District shall pay the premium cost for individual coverage for the base plan for each employee who works four (4) or more hours per day. The base plan will include a \$20.00 office visit co-payment provision.

Subd. 2. Dependent Coverage: Except as outlined below, the District contribution for dependent coverage shall be equal to 70% of the rate for the highest HMO/PPO program offering choices among a number of health care providers and a \$20.00 office visit co-payment provision. The balance of the premium for dependent coverage shall be paid by the employee.

The District contribution for dependent coverage for employees hired after July 1, 2002 who work at least (4) four hours per day but less than (6) hours per day, shall be 50% of the rate for the highest HMO/PPO program offering choices among a number of health care providers and a \$20.00 office visit co-payment provision. The balance of the premium for dependent coverage shall be paid by the employee.

Section 3. Dental Insurance:

Subd. 1. Single coverage: The school district shall provide individual dental coverage for each full-time employee who enrolls in the plan. Benefits shall be in accordance with the insurance policy purchased by the School District.

Subd. 2. Dependent coverage: Dependent coverage shall be available to each employee eligible for single coverage. The costs of dependent coverage shall be paid by the employee via payroll deduction. Employees eligible for dependent coverage must enroll before the inception day or within thirty (30) days of becoming eligible for dependent coverage. Failure to apply for coverage on the inception date or upon becoming eligible shall result in the forfeiting of future rights to dependent coverage. However the following are exceptions to the previous sentence: A period of open enrollment scheduled by the employer or a change in status triggered by a qualifying event.

Section 4. Duration of Insurance Participation:

An employee is eligible for participation as provided in this Article as long as the employee is employed by the School District. In the event an employee is disabled and unable to work, the district will continue to make contributions as per the contract, for one year from the time an employee goes on LTD. In the event an employee is permanently disabled and unable to return to work, they may continue to participate in the District's plan at their own expense as per Minnesota Statute. Employees who are receiving a P.E.R.A. disability benefit or are receiving an annuity from PERA or have satisfied the age and service requirements and are eligible to receive an annuity from PERA may remain on the District's health insurance plan until eligible for Medicare.

Upon termination of employment, participation shall cease, subject to statutory and insurance company regulations.

Section 5. Life Insurance:

All employees who work three (3) hours or more per day shall also be provided life and dismemberment insurance coverage in the amount of \$5,000 at District expense. Effective January 1, 2006 the preceding sentence is null and void. Effective January 1, 2006, employees who work four (4) or more hours per day shall be provided with life and dismemberment insurance coverage in the amount of \$35,000 at District expense. Insurance is to be subject to the insurance company's terms and conditions.

Section 6. Long Term Disability Insurance:

The District will furnish income protection insurance which takes effect after a qualified absence of thirty (30) working days. Conditions are subject to the insurance company's terms and conditions.

ARTICLE VIII
LEAVES AND ABSENCES

Section 1. All Leaves and Absences:

Subd. 1. It is the responsibility of administration to prevent or remedy any abuse of policies on leaves and absences.

Subd. 2. When administration has reason to believe that policies on leaves and absences are being abused, special action, investigation, and/or questioning, is obligatory for the benefit of all concerned. When such action is taken, the Union shall be so informed.

Section 2. Sick Leave Absence:

Subd. 1. All cafeteria employees shall earn sick leave absence at the rate of one (1) day for each month of service in the employ of the School District for a total of ten (10) days per year.

Subd. 2. Unused sick leave absence days may accumulate to a maximum credit of eighty-five (85) days of sick leave absence per employee.

Subd. 3. Sick leave absence with pay shall be allowed by the School District whenever an employee's absence

is found to have been due to illness which prevented attendance and performance of duties on that day or days.

Subd. 4. Sick leave absence allowed shall be deducted from the accrued sick leave absence upon submission of proper form.

Subd. 5. Doctor and dental appointments are permissible after 1:00 p.m. if the Food Services Director is notified prior to the event. Exceptions may be made for emergencies.

Subd. 6. Sick leave absence pay shall equal the current rate being paid or at the scheduled rate if absence is needed at the beginning of the work year.

Subd. 7. At the beginning of each school year each employee shall be furnished an updated accounting of sick leave absence accumulation.

Section 3. Worker's Compensation:

Subd. 1. The district will supplement the difference between the compensation received pursuant to the Worker's Compensation Act and the employee's regular rate of pay with accumulated sick and/or vacation time for employees who remain on payroll.

Subd. 2. A deduction shall be made from the employee's accumulated personal illness leave accrual time according to the prorata portions of days of personal illness absence time which is used to supplement Worker's Compensation.

Subd. 3. Such payment shall be paid by the School District to the employee only during the period for which the employee is receiving worker's compensation payments.

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

Subd. 5. An employee who is absent from work as a result of an injury compensable under the Worker's Compensation Act shall receive the worker's compensation check and have the same amount withheld from District compensation.

Section 4 Long-Term Disability:

Subd. 1. After an absence of thirty (30) contracted days, application for Long Term Disability benefits will be made. In the event the employee is eligible for LTD, they may use accumulated sick leave on a fractional basis to supplement LTD for a maximum of 30 fractional days.

Subd. 2. A deduction shall be made from the employee's accumulated personal illness leave according to the prorata portion of days of personal illness absence time which is used to supplement LTD.

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

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

Section 5. Hardship Cases: Administration reserves the right to extend sick absence benefits or waive requirements in special hardship cases. Such consideration shall be governed by length of service.

Section 6. Family Illness: Three (3) days per year, non-cumulative, for serious illness of spouse, children, parents or former guardian of the employee that requires the personal attention of the employee. There shall be no age limit on children. Administration reserves the right to advance family illness leave in special hardship cases. Such consideration shall be governed by length of service.

Section 7. Bereavement Absence:

Subd. 1. Up to five (5) days per event shall be granted for a death in the immediate family. Immediate family shall include spouse, children, parents or former guardians, grandparents, grandchildren, brother, sister and in-laws of a similar degree of relationship.

Subd. 2. When travel is involved, another two (2) days may be granted by administration for bereavement.

Section 8. Leave of Absence:

Subd. 1. After one (1) year of employment personal leaves of absence for acceptable causes without pay or any supplemental benefits, may be requested for periods up to twelve months subject to recommendation by administration and Board of Education approval.

Subd. 2. Answers to requests for leave for extended period will be made in writing, subject to Board approval at the next regular Board meeting.

Subd. 3. Requests shall be submitted as early as possible and in writing, dated and signed, shall include reasons for request and approximate duration of the requested leave.

Subd. 4. Answers to written requests for emergency leave shall be given in writing as quickly as possible.

Subd. 5. Holidays that fall during leaves do not qualify for compensation.

Subd. 6. No benefits shall accrue while on personal leave; however, seniority shall continue to accrue for a maximum of one (1) year while an employee is on LTD leave.

Subd. 7. Employees will be granted up to a (1) one year leave of absence if eligible for long-term disability. If an employee is permanently disabled and unable to return to work, they can submit a resignation and retain eligibility for severance. They may request a leave extension.

Subd. 8. Employees hired to replace an employee on leave shall be on probation for a period of time equal to the duration of the leave.

Section 9. Personal Absence: Employees earn (1) personal leave day per year. Personal days may accrue to a maximum of (2). Personal leave is not to be used for vacation, recreation or leisure-time activities. The purpose of personal absence leave is to provide protection for the employee so that the employee not suffer income loss for personal affairs, the time and occurrence of which are not within the employee's control but the nature of which requires the employee's presence. Exceptions may be made at the discretion of the Executive Director of Human Resources. Confidential requests may be submitted to the Director of Food Services. With prior approval of the Director of Food Service, personal absence leave may be used on an hourly basis. The time allotted for personal leave will be based on the number of hours the employee is regularly scheduled to work at the time of the request.

ARTICLE IX
HOURS OF SERVICE

Section 1. Basic Work Week: A regular work week shall consist of forty (40) hours, inclusive of lunch.

Section 2: Part-Time Employees: The School District reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis. When possible, casual employees shall be allowed to fill in for absent employees.

Section 3: Shifts and Starting Time:

Subd.1. Cafeteria employees are employed on an hourly basis. Regular hours of work are to be determined by the Director of Food Services.

Subd. 2. Regular hours of work shall include actual hours worked and one-half (1/2) hour lunch period for all employees who work over four (4) hours per day. Those who work four (4) hours per day or less must eat lunch on their own time.

Subd. 3. When an employee works additional hours for a period of at least 67 days, the employee's pay contract will be increased for purposes of sick leave, holidays, and insurance.

Subd. 4. On a day when an individual school does not serve lunch due to an early release, food service staff desiring their regular hours will be assigned to another building for that day.

Section 4: Work Year:

Subd 1. The cafeteria employees' work year shall correspond with the official school calendar. It shall include two (2) workshop days prior to the opening of school, the day after the end of the school year and every school day between these dates if cafeteria services are requested. Needs for cafeteria services are to be determined on a per-building basis. Up to one-half (1/2) day of the workshop days prior to opening of school shall be district wide workshop for all cafeteria employees. Additional workshop days may be held when deemed necessary by administration. At least one (1) week notice shall be given if additional workshop days are scheduled.

Subd 2. This Agreement pertains to school year "work year" only. Any changes in patterns of school attendance affecting the summer months shall be made independent of this Agreement.

Section 5. Overtime Hours:

Subd. 1. Work performed in excess of forty (40) hours per week shall be compensated for at the overtime rate. Special functions beyond the normal school day make it necessary for cafeteria employees to work overtime on occasion. Administration shall assign personnel to work these special functions on the basis of seniority from a list of volunteers at the building where the event is to take place. Acceptance of the assignment shall be at the discretion of the employee. In the event all food service employees at the building decline an assignment, administration will offer the assignment to other employees as needed based on district-wide seniority. Acceptance of the assignment shall be at the discretion of the employee. In the event that an insufficient number of volunteers are available to staff an event, the Food Service Director shall assign the additional staff needed. The Food Service Director will make a reasonable effort to avoid involuntary assignments of staff with family or personal schedule conflicts. Three (3) days notice prior to the event will be given. The overtime rate of pay for the person's current position will be paid to all employees who work beyond the normal day, without regard to the forty (40) hour minimum, under the following conditions:

Subd 2. Time worked after the eight (8) hour employees' shifts terminate for events not related to the normal school meal; i.e., athletic banquets, civic dinners, etc, is considered overtime for all employees who work such events.

Subd 3. The Food Service Director's approval must be given prior to working overtime.

Subd 4. Employees must be certified to SNA Level I in order to be assigned to work special functions or overtime hours.

ARTICLE X
HOLIDAYS

Section 1. Recognized Holidays: Employees under this Agreement shall receive holiday pay on the following seven (7) holidays: Labor Day, Thanksgiving and the day following, Christmas Eve Day, Christmas Day, Memorial Day and Martin Luther King Day.

Section 2. Eligibility: To be eligible for holiday pay, an employee must have worked the regular work day before and after the holiday unless the employee is on a paid excused leave or absence pursuant to this Agreement.

Section 3. Holiday Pay: Holiday pay shall equal the current regular hourly wage earned by each employee.

ARTICLE XI
EMERGENCY CLOSING

Section 1. Emergency Closing:

Subd. 1. If, after arriving on the job, the employee is dismissed by the Executive Director of Human Resources, each employee's average day's wages shall be paid, per the regular assignment.

Subd. 2. When the decision is made that school will not be open for any emergency, including inclement weather, it will be announced as per the District 191 emergency school closing regulations published and distributed in November of each year. When such announcement is made, cooks are not to report. The first emergency closing day will be paid. If a second closing day occurs due to an emergency, which includes inclement weather, food service employees may use a personal business day for such absence beyond their control. The first announcement shall be requested to be made by 6:30 a.m.

Subd. 3. If one or more buildings, but not all buildings in the District, are closed for any emergency, administration shall notify the Cook Manager, who is then responsible for notifying the crew of that building or buildings. When so notified, cooks are not to report and will not be paid unless the call back provision is implemented.

ARTICLE XII MISCELLANEOUS PROVISIONS

Section 1. Annual Employment Basis: Employees covered by this Agreement who work only the normal school year and only as needed during the summer months shall be considered as employees for the full fiscal year.

Section 2. Call Back: The Cook Manager is responsible for eliminating losses because of perishables. If school is closed and some work must be done, the Cook Manager will check with the Food Services Director for determination if work is necessary. Pay will be the actual time worked at regular rate with a minimum of three (3) hours.

Section 3. Job Posting:

Subd. 1. Job vacancies will be posted. During the summer months, job posting will be accumulated and mailed to employees at one time on or near August 15 each year. Internal applicants for first cook and cook manager will receive interviews.

Subd. 2. New positions or vacancies shall be posted on each kitchen bulletin board for a period of five (5) workdays. The posting shall include the position, hours, and location of the job.

Subd. 3. Seniority, ability, and job performance will be considered in filling posted positions. Administration reserves the right to final decision. Applicants will be informed at the time of the interview whether or not there are other more senior applicants for the position.

Subd. 4. New employees and employees selected to fill posted positions shall be on a probationary status for a period of sixty-seven (67) days. Employees who have been promoted to a higher level position and are not successful in this position will be returned to their previous classification. Employees returning to a previously held classification need not serve a new probationary period.

Subd. 5. Posted vacancies will be filled as soon as possible but not later than within six (6) weeks.

Subd. 6. Consistent qualifications shall be established for all positions and shall be consistently included on the job posting.

Subd. 7. The Union Steward shall be notified of all internal applicants for posted positions. The Steward shall keep the information as confidential as practical.

Section 4. Physical Examinations: Physical exams, chest x-rays or Mantoux tests which are given by the District shall be paid for by the District.

Section 5. Jury Duty: Employees shall be paid the difference between their regular daily wage (per Personal illness absence pay calculation) and their jury duty pay if required to serve on jury duty.

Section 6. Court Appearances: Employees shall receive regular pay when subpoenaed to appear in court unless the employee has initiated the action.

Section 7. Uniforms:

Sub. 1. New employees will be reimbursed for uniform expenses upon completion of the 67 working days probationary period.

Sub. 2. The amount the District will reimburse for uniform purchase for all cafeteria employees who are members of this Unit, is \$110 annually, upon evidence of purchase being submitted to the Food Service Director. Food service employees who purchase their own shoes rather than wearing those provided by the District will receive an additional \$15.00 annually. (Payment will be made on or about September 15 , December 15, and April 15 for the claims submitted at least fifteen (15) workdays prior to payment date.)

Section 8. Termination of Employment:

Subd 1. Voluntary Termination: Employees are required to submit written resignations at least two (2) calendar weeks prior to the effective date in order to terminate their employment in good standing.

Subd 2. Termination of Employment (Involuntary)

a) Probationary Employees: All employees who have worked for less than sixty-seven (67) days are considered probationary employees and can be dismissed by administration.

b) Regular, contracted Employees: All employees who have worked sixty-seven (67) days are considered regular, contracted employees and can be dismissed by administration. Dismissals based on performance evaluation shall be subject to the grievance procedures up to and including arbitration.

Subd 3. Discipline: The administration will discipline employees for just cause only. Discipline will normally be in the following form:

- a) Verbal warning
- b) Written warning
- c) Suspension
- d) Discharge

All discipline shall be subject to the grievance procedure up to and including arbitration.

Section 9. Mandatory Retirement: The District will comply with applicable federal and state laws.

Section 10. Layoff: If conditions warrant reduction of staff, as determined by administration, the last persons employed shall be the first to be released. Provided, however:

- a) When two (2) or more employees are hired at the same time, certified employees shall be deemed to be senior to non-certified employees.
- b) In the event the affected employees who are hired at the same time are all certified, seniority ranking shall be determined by certification dates.
- c) In the event the affected employees who are hired at the same time are not certified, seniority ranking shall be determined by a drawing of numbers by each affected employee. The employee drawing the lowest number shall have the highest seniority.

Each affected employee shall receive two (2) weeks notice, or pay in lieu thereof.

Subd 1. Bumping in Lay-Off: Employees laid off in one classification shall be permitted to bump any less senior employee in any other classification in the School District provided they are able to perform the work. Employees moving in a new classification shall be on a probationary status for sixty-seven (67) days.

Subd 2. Notice of Recall: If within one (1) year from date of lay-off, the working force is subsequently enlarged, the reverse procedure will be used to rehire. The last one laid off will be the first offered the position and so on until the number to be reemployed is reached. If an employee turns down the offer to be reemployed, the employee forfeits any further rights to rehire. Employees on lay-off for one (1) year or less shall continue to accrue seniority and when returned to work shall be placed in the appropriate wage step. The right of recall shall exist through September 30 of the year following lay-off.

Section 11. Reduction of Hours: In reducing employees hours due to lack of work, the hours will be reduced based on seniority and the needs of the school. No bumping into other classifications or at other schools shall be permitted. In the event the affected employees are hired at the same time, Article XII, Section 10, a, b, and c, shall apply. If an employee who is covered under the District's insurance plan has their hours reduced below the required number for insurance coverage, they shall be allowed to continue to receive the same coverage and contribution as before the reduction for the remainder of the school year.

Within any single building, no position of three (3) hours or more will be reduced or eliminated until all positions of less than three (3) hours within that building are eliminated.

Section 12. Retirement/Severance Pay: Employees who were members of the unit prior to April 18, 1996 will have a two month window to elect to move from Plan A to Plan B. The election window extends from May 1, 2002 to July 1, 2002. Once selected an employee is committed to that plan. All employees hired after April 18, 1996 are automatically covered by Plan B.

Plan A:

Subd 1. Employees who have served ten (10) or more years in this unit shall receive a one time lump-sum payment upon termination, provided employment began before July 1, 1998. An employee qualifies for a payment of \$600 if they have worked five (5) or more hours per day during the last year of employment. An employee qualifies for a payment of \$400 if they have worked less than five (5) hours per day during their last year of employment.

Subd 2. Employees who have served fifteen (15) or more years in this unit shall receive a one time lump sum payment of \$800.

Plan B:

Subd 1. A District match to a 403(b) program is available to members of the unit hired after April 18, 1996, or to employees who opted for Plan B of Article XII during the open window timeframe as described in Section 12 and are beginning their fourth (4th) year of work in the District at .5 FTE or more.

Subd 2. Contributions as permitted under provisions of the Internal Revenue Code 403 (b) will be made as follows:

Effective July 1, 2008, the District will match \$300 plus \$20.00 for each full day of unused sick leave from the prior year, to a maximum of \$500, prorated for calculation effective July 1, 2000 (based on sick leave usage from July 1, 1999, through June 30, 2000) and each July 1 thereafter. Sick leave is not forfeited by the employee.

Subd. 3. Effective July 1, 2008, If an employee in Plan B retires at the conclusion of a school year, the employee will receive a lump sum payment of \$300 plus \$20.00 for each full day of unused sick leave for the prior year, to a maximum of \$500.00 in lieu of a match to their 403(b).

ARTICLE XIII
GRIEVANCE PROCEDURE

Section 1. A claim by an employee or the exclusive representative that there has been a violation, misinterpretation or misapplication of any provision of this agreement may be processed as a grievance as hereinafter provided.

Section 2. Level I: In the event that an employee or the Union believes there is a basis for a grievance, the employee shall complete the District grievance form and submit a copy to the grievor and another copy to the Human Resources Office within twenty (20) working days of the alleged grievance.

The grievor shall meet with the grievant within ten (10) working days of the receipt of the completed proper form and render a written decision within five (5) working days of the meeting. A copy of the decision will be sent to the Human Resources Office for inclusion in the grievant's file.

Section 3. Level II: In the event the grievant is not satisfied with the decision rendered at Level I, the grievant may appeal, in writing, to the Assistant Superintendent for Human Resources within five (5) working days after the decision in Level I has been rendered and disseminated. Within ten (10) working days upon receipt of the appeal, the Assistant Superintendent for Human Resources shall meet with the grievant. The Executive Director for Human Resources shall

respond, in writing, within fifteen (15) working days after the meeting.

Section 4. Level III: If the employee is not satisfied with the disposition of the grievance by the Assistant Superintendent for Human Resources, the alleged grievance may be submitted to arbitration. Notification of dissatisfaction shall be made, in writing, to the Superintendent of Schools within ten (10) working days after decision has been rendered.

The dispute will be submitted to an arbitrator selected and agreed upon by both parties. If the parties cannot agree upon an arbitrator within five (5) working days from the notification date that arbitration will be pursued, the Bureau of Mediation, in accord with its rules, shall govern the arbitration proceeding. The arbitrator shall have no power to alter, add to or subtract from the express terms of this contract. Both parties agree to be bound by the award of the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the parties.

Section 5. The employee may have a Union representative either join or represent her at any level at the employee's discretion.

Section 6. If a grievance is not presented or transmitted within the time limits set forth above, it shall be considered "waived." The time limit in each step may be extended by mutual written agreement of the parties.

Section 7. Notwithstanding the expiration of the agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

Section 8. No reprisals of any kind will be taken by the Board or the school administration against any employee because of her participation in this grievance procedure.

Section 9. When mutually agreed, grievances may be heard during the school day. The District agrees to pay the regular salary for up to three (3) employees per grievance who participate in a grievance during the school day. Additional employees up to seven (7) per grievance may be available for grievances held during the school day at no pay from the district.

Section 10. The Assistant Superintendent for Human Resources may appoint a designee to act at Level II.

ARTICLE XIV SENIORITY

Section 1. Definition Seniority shall mean continuous length of service from the first day of work in a permanent position in this unit based upon the date of board approval.

Upon request, the union steward will be provided with a seniority list

ARTICLE XV DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2007, through June 30, 2009, and thereafter until modifications are made pursuant to P.E.L.R.A. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than sixty (60) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than sixty (60) days prior to the expiration of the Agreement.

Section 2. Effect: This Agreement constitutes the full and complete agreement between the School Board and Exclusive Representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to the terms and conditions of employment, whether or not referred to in this agreement, shall not be open for negotiations during the term of the Agreement.

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

FOR: School Service Employees

FOR: Independent School District 191

Contract Organizer

Board Chair

Union Steward

Board Clerk

Date

Chief Negotiator

Memorandum of Understanding:

Management and staff agree that adequate staffing in district kitchens is an important factor in service quality and employee satisfaction. In order to work cooperatively toward improvements in this area, management and the Union shall each appoint up to four (4) representatives to a Joint Labor/Management Kitchen Staffing Committee. Management's appointees shall include the Director of Food Service and the Director of Human Resources. The Union's appointees shall include the union Steward(s). The committee shall meet at least three (3) times per school

year during the duration of this agreement. The goal of the committee shall be to produce annual written recommendations to the Cabinet on improvements to areas including, but not limited to, staffing levels in kitchens, recruitment of new staff, recruitment and training of substitutes and methods for assigning substitutes.

Memorandum of Understanding

The Food Service Employees and District recognize the rising cost of health insurance is a significant concern for both sides. The Food Service and District agree to work together with the intent of negotiating and implementing a Healthcare Savings Plan (VEBA) effective July 1, 2009.

GENERAL NOTICE OF COBRA CONTINUATION COVERAGE RIGHTS

**** CONTINUATION COVERAGE RIGHTS UNDER COBRA****

Introduction

You are receiving this notice because you have recently become covered under a group health plan (the Plan). This

notice contains important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. **This notice generally explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it.**

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you when you would otherwise lose your group health coverage. It can also become available to other members of your family who are covered under the Plan when they would otherwise lose their group health coverage. For additional information about your rights and obligations under the Plan and under federal law, you should review the Plan's Summary Plan Description or contact the Plan Administrator.

What is COBRA Continuation Coverage?

COBRA continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you are an employee, you will become a qualified beneficiary if you lose your coverage under the Plan because either one of the following qualifying events happens:

- Your hours of employment are reduced, or
- Your employment ends for any reason other than your gross misconduct.

If you are the spouse of an employee, you will become a qualified beneficiary if you lose your coverage under the Plan because any of the following qualifying events happens:

- Your spouse dies;
- Your spouse's hours of employment are reduced;
- Your spouse's employment ends for any reason other than his or her gross misconduct;
- Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or
- You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because any of the following qualifying events happens:

- The parent-employee dies;
- The parent-employee's hours of employment are reduced;
- The parent-employee's employment ends for any reason other than his or her gross misconduct;
- The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the plan as a "dependent child."

When is COBRA Coverage Available?

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the employee, or the employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), the employer must notify the Plan Administrator of the qualifying event.

You Must Give Notice of Some Qualifying Events

For the other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify the Plan Administrator within 60 days after the qualifying event occurs. You must provide this notice to the Human Resources Department. You will be required to provide documentation to substantiate the qualifying event.

How is COBRA Coverage Provided?

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee, the employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), your divorce or legal separation, or a dependent child's losing eligibility as a dependent child, COBRA continuation coverage lasts for up to a total of 36 months. When the qualifying event is the end of employment or reduction of the employee's hours of employment, and the employee became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA continuation coverage for qualified beneficiaries other than the employee lasts until 36 months after the date of Medicare entitlement. For example, if a covered employee becomes entitled to Medicare 8 months before the date on which his employment terminates, COBRA continuation coverage for his spouse and children can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus 8 months). Otherwise, when the qualifying event is the end of employment or reduction of the employee's hours of employment, COBRA continuation coverage generally lasts for only up to a total of 18 months. There are two ways in which this 18-month period of COBRA continuation coverage can be extended.

Disability extension of 18-month period of continuation coverage

If you or anyone in your family covered under the Plan is determined by the Social Security Administration to be disabled and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of continuation coverage. The documentation to substantiate the disability must be provided to the Human Resources Department no later than 30 days after it has been received from the Social Security Administration.

Second qualifying event extension of 18-month period of continuation coverage

If your family experiences another qualifying event while receiving 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if notice of the second qualifying event is properly given to the Plan. This extension may be available to the spouse and any dependent children receiving continuation coverage if the employee or former employee dies, becomes entitled to Medicare benefits (under Part A, Part B, or both), or gets divorced or legally separated, or if the dependent child stops being eligible under the Plan as a dependent child, but only if the event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

If You Have Questions

Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit the EBSA website at www.dol.gov/ebsa.

(Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.)

Keep Your Plan Informed of Address Changes

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

Plan Contact Information

Additional information about the Medica Select MIC3000-15 and the Medica MIC3000-15 plan and COBRA continuation coverage can be requested by contacting the Human Resources Department, Administrative Services Center, 100 River Ridge Court, Burnsville, MN 55337, (952) 707-2009.