

5/17/10

**AGREEMENT**

**Between**

**INDEPENDENT SCHOOL DISTRICT NO. 911**

**Cambridge, Minnesota**

**and**

**SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL #284**

**Representing**

**FOOD SERVICE EMPLOYEES**

**of**

**INDEPENDENT SCHOOL DISTRICT #911**

**Cambridge, Minnesota**

**Effective July 1, 2009, through June 30, 2011**

## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I PURPOSE.....	1
ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE.....	1
ARTICLE III DEFINITIONS.....	1
ARTICLE IV SCHOOL DISTRICT RIGHTS.....	2
ARTICLE V EMPLOYEE RIGHTS.....	2
ARTICLE VI HOURS OF SERVICE AND DUTY YEAR.....	3
ARTICLE VII COMPENSATION.....	4
ARTICLE VIII GROUP INSURANCE.....	5
ARTICLE IX HOLIDAYS.....	7
ARTICLE X LEAVE OF ABSENCE.....	8
ARTICLE XI DISCIPLINE, DISCHARGE AND PROBATIONARY PERIOD.....	11
ARTICLE XII SENIORITY AND LAYOFF.....	12
ARTICLE XIII VACANCIES AND POSTING.....	13
ARTICLE XIV SEVERANCE PAY.....	14
ARTICLE XV MISCELLANEOUS.....	14
ARTICLE XVI GRIEVANCE PROCEDURE.....	15

ARTICLE XVII	
DURATION.....	18
SCHEDULE A	
2009-10 RATES.....	20
SCHEDULE B	
2010-2011 RATES.....	20

## 2009-2011 MASTER AGREEMENT

### ARTICLE I

#### PURPOSE

THIS AGREEMENT, entered into between the School District of Independent School District No. 911, Cambridge, Minnesota, hereinafter referred to as the School District, and the Service Employees International Union Local #284, hereinafter referred to as Exclusive Representative, pursuant to and in compliance with the Public Employment Labor Relations Act, hereinafter referred to as the P.E.L.R.A. to provide the terms and conditions of employment for all Food Service 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., the School District recognizes the Service Employees International Union Local No. 284, as the Exclusive Representative for all Food Service employees in Independent School District #911, which Exclusive Representative shall have those rights and duties as prescribed by the P.E.L.R.A. as described in the provisions of this Agreement.

**Section 2. Appropriate Unit:** The Exclusive Representative shall represent all such employees of the School District contained in the appropriate unit as defined in Article III, Section 2, of this Agreement, and P.E.L.R.A., and in certification by the Director of Mediation Services, if any.

### ARTICLE III

#### DEFINITIONS

**Section 1. Terms and Conditions of Employment:** The term, "terms and conditions of employment," means the hours of employment, the compensation therefor including fringe benefits, except retirement contributions or benefits other than District payment of, or contributions to, premiums for group insurance of retired employees or severance pay, and the School District's personnel policies affecting the working conditions of the employees. "Terms and conditions of employment" is subject to the provisions of PELRA.

**Section 2. Description of Appropriate Unit:** For purposes of this Agreement, the term "food service employees" shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of 14 hours per week or 35% of the normal work week, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year, and emergency employees.

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

## ARTICLE IV

### SCHOOL DISTRICT RIGHTS

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

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

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

**Section 4. Reservation of Managerial Rights:** The foregoing enumeration of District rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

## ARTICLE V

### EMPLOYEE RIGHTS

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

**Section 2. Right to Join:** Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an Exclusive Representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the School District.

**Section 3. Request for Dues Checkoff:** Employees shall have the right to request and be allowed checkoff for the employee organization of their selection, provided that dues check off and proceeds thereof shall not be allowed any employee organization that has lost its right to dues checkoff pursuant to the P.E.L.R.A. Upon receipt of a properly executed authorization card of the employee involved, the School District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization during the period provided for in said authorization.

Deductions may be terminated by the employee by giving thirty (30) days written notice to the School District business office to stop deductions. Deductions shall be made each month and transmitted to the designated organizations, together with a list of names of the employees from whom the deductions were made.

**Section 4. Fair Share Fee:** Any employee covered by this contract 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 by the Exclusive Representative as provided by Minnesota Statutes, and the employer, upon notification by the Exclusive Representative of such employees, shall be obligated to check off said fee from the earnings of the employee and transmit the same to the Exclusive Representative.

## ARTICLE VI

### HOURS OF SERVICE AND DUTY YEAR

**Section 1. Basic Work Week:** The regular work week shall be five days, Monday through Friday.

**Section 2. Basic Work Year:** The regular work year shall be prescribed by the School District.

**Section 3. Part-Time Employees:** The School District reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis.

**Section 4. Shifts and Starting Time:** All employees will be assigned starting times and shifts as determined by the School District.

**Section 5. Lunch Period:** Employees employed 25 or more hours per week shall be provided a paid duty-free lunch period of at least 30 minutes.

**Section 6. School Closing:** In the event that school is closed for any reason and the School District does not require employees to perform services, the employees' compensation shall be reduced accordingly. However, if an employee reports to work prior to a closing announcement, the employee will be paid for time worked or two hours of compensation, whichever is greater.

**Section 7. Emergency Schedule:** In the event of an energy shortage, severe weather, or other exigency, the School District reserves the right to modify the length of the school day, as the School District shall determine, but with the understanding that the total number of hours per week shall not be increased or decreased.

## ARTICLE VII

### COMPENSATION

#### **Section 1. 2009-2010 Rates of Pay.**

**Subd. 1.** For the 2009-10 contract year, eligible employees will be compensated pursuant to Schedule A retroactive to July 1, 2009.

**Subd. 2.** There shall be no step movement for the 2009-10 contract year and employees will be compensated on the same step for the 2009-10 contract year that they were on in the prior year.

#### **Section 2. 2010-11 Rates of Pay.**

**Subd. 1.** For the 2010-11 contract year, eligible employees will be compensated pursuant to Schedule B.

**Subd. 2.** There shall be no step movement for the 2010-11 contract year and employees will be compensated on the same step for the 2010-11 contract year that they were on in the prior year.

**Section 3. New Employees.** New employees shall be hired at such step on the salary schedule as agreed to between the employee and the School District and shall be eligible for step advancement on July 1 if employed prior to January 1. An employee hired after January 1 shall be eligible for any increase in starting salary on July 1 but shall not be eligible for step advancement until the following July 1. There shall be no step movement for the 2009-11 contract years.

**Section 4. Successor Agreement.** In the event a successor agreement is not entered into prior to July 1, 2011, an employee shall remain at the same step as compensated during the 2010-11 contract year until a successor agreement is reached.

#### **Section 5. Overtime.**

**Subd. 1.** Employees will be compensated at the overtime rate of time and one-half for all hours worked over 40 hours during the calendar week.

**Subd. 2.** All work performed on recognized holidays will be paid at the overtime rate of double time.

**Subd. 3.** The School District reserves the right to assign overtime in the event no qualified volunteer is available.

**Section 6. Call Back Pay.** Any off-duty employee called in to work by the School District, not contiguous with the employee's regular shift, shall receive call-back pay for actual hours worked but not less than two hours. Pay for such hours shall be at the overtime rate when applicable as provided in Section 5 hereof.

**Section 7. Certification.** An employee holding an MSNA certificate shall be paid above schedule in the following amounts:

Level II – 25 ¢ per hour

Level III – 40 ¢ per hour

**Section 8. Temporary Reassignment.** An employee will be paid regular salary when the employee is temporarily reassigned in another classification. If the reassignment to the other classification exceeds nine or more consecutive days, the employee will be paid retroactive to the first date of the reassignment at the rate of the temporary assignment.

**Section 9. Substitute Calling.** An employee assigned responsibility for calling substitutes will be paid for such time not to exceed a maximum of 30 minutes per day. Such time will be written on the employee's time card.

**Section 10. Minnesota Food Service Managers.** The School District will pay the Minnesota Food Service Managers Certificate renewal fee for one employee per kitchen once every three years.

**Section 11. Work Assignment Other than Regular School Lunch Program.** Employees working at outside events, where reimbursement is obtained from outside groups, shall be compensated pursuant to the terms of this agreement. However, employees working at internal school functions, other than the regular school lunch program, e.g., recognition dinners, etc., where employees are compensated by the School District, shall be compensated at time and one-half for hours worked for such assignment.

## ARTICLE VIII

### GROUP INSURANCE

**Section 1. Selection of Carrier.** The selection of the insurance carrier and policy shall be made by the School District, after reviewing the recommendations of the insurance committee composed of faculty and other employee representatives.

**Section 2. Medical Insurance Plan.**

**Subd. 1. Medical Insurance Plan- Single Coverage.** Effective October 1, 2009, the School District shall contribute a sum of not to exceed \$4,077 per annum toward the premium for individual coverage for each full-time employee employed by the School District who qualifies for and is enrolled in the School District's group health and hospitalization insurance plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

**Subd. 2. Medical Insurance Plan- Employee Plus One Coverage.** Effective October 1, 2009, the School District shall contribute a sum of not to exceed \$9,763 per annum toward the premium for Employee Plus One coverage for each full-time employee employed by the School District who qualifies for and is enrolled in the School District's group health and hospitalization insurance plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

**Subd. 3. Medical Insurance Plan- Family Coverage.** Effective October 1, 2009, the School District shall contribute a sum of not to exceed \$13,545 per annum toward the premium for family coverage for each full-time employee employed by the School District who qualifies for and is enrolled in the School District's group health and hospitalization insurance plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

### **Section 3. Dental Insurance.**

**Subd. 1. Dental Insurance - Single Coverage.** Effective July 1, 2009, the School District shall contribute an amount up to, but not to exceed \$247 per annum toward the premium cost for single coverage for each full-time employee employed by the School District who qualifies for and is enrolled in the School District group dental plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

**Subd. 2. Dental Insurance - Family Coverage.** Effective July 1, 2009, the School District shall contribute an amount up to, but not to exceed \$572 per annum toward the premium cost for family coverage for each full-time employee employed by the School District who qualifies for and is enrolled in the School District group dental plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

**Section 4. Long-Term Disability.** The School District shall provide a group long-term disability insurance program and will pay the cost of the premium for each eligible employee.

**Section 5. Life Insurance.** The School District shall provide each eligible employee with an insurance policy representing two times the employee's annual base salary.

**Section 6. Claims Against the School District.** The School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

**Section 7. Duration of Insurance Contribution.** An employee is eligible for School District contributions as provided in this Article as long as the employee is employed by the School District. Upon termination of employment, all School District participation and contributions shall cease effective on the last working day.

**Section 8. Eligibility.**

**Subd. 1.** To be eligible for the full benefits of this Article, an employee must be regularly employed at least 40 hours per week and at least nine months per contract year.

**Subd. 2.** However, an employee who works at least 30 hours per week but less than 40 hours per week, and at least a nine-month contract year shall receive a monthly benefit prorated as their regular duty year hours are to that of an employee employed nine months and 40 hours per week (1,560 hours per year).

**Subd. 3.** An employee who is regularly employed less than 30 hours per week or less than nine months per contract year shall not be eligible for the benefits of this Article.

**Subd. 4.** Moreover, modifications of the eligibility requirements as provided in this section shall not operate to deprive any employee employed as of the date of execution of this agreement from benefits that such employee is currently receiving.

**ARTICLE IX**

**HOLIDAYS**

**Section 1. Paid Holidays.**

**Subd. 1. Paid Holidays.** Eligible employees shall be granted the following paid holidays which occur during their duty year:

Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day  
New Years Eve Day (Float)  
New Year's Day  
Presidential Holiday  
Easter Holiday  
Memorial Day

**Subd. 2. Weekends.** Any holiday that falls during a weekend will be observed on a day established by the School District.

**Subd. 3. School in Session.** The School District reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof. Any legal holiday or any holiday which falls within an employee's vacation period shall not be counted as a vacation day.

**Subd. 4. Application.** In order to be eligible for holiday pay, an employee must have worked a regular work day the day before and the day after the holiday unless on an excused illness, leave, or on approved leave under these provisions.

**Subd. 5. Eligibility.** Holiday benefits as defined in this section shall apply only to those employees who work at least 14 hours per week on a regular basis and shall not apply to substitute or temporary employees. Part-time employees who are employed an average of at least 14 hours per week and at least the regular school year shall be eligible for partial benefits proportional to the extent of their employment. Part-time employees employed less than an average of 14 hours per week or less than the regular school year shall not be eligible for any benefits pursuant to this section.

## ARTICLE X

### LEAVE OF ABSENCE

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

**Subd. 1.** Eligible employees shall earn sick leave at the rate of one (1) day for each calendar month of service in the employment of the School District. Eligible part-time employees shall earn sick leave on a pro-rata basis.

**Subd. 2.** Unused sick leave days may accumulate to a maximum credit of one hundred twenty (120) days of sick leave per employee. Employees eligible for long-term disability will not receive sick leave pay beyond 90 days.

**Subd. 3.** Sick leave with pay shall be allowed by the School District whenever an employee's absence is found to have been due to illness which prevented his/her attendance and performance of duties on that day or days.

**Subd. 4.** The School District may require an employee to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School District.

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

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

**Subd. 7.** Sick leave may be used for the illness of an employee's child subject to the provisions of Minn. Stat. § 181.9413.

**Subd. 8.** Sick leave may be used, not to exceed seven days per contract year, for serious illness of the employee's spouse, adult child or parent.

**Subd. 9.** Sick leave shall be approved only upon submission of a request, signed by the employee, upon the authorized form available at School District offices.

**Section 2. Personal Leave.**

**Subd. 1.** Eligible employees will accrue two personal leave days each contract year, accumulative to a maximum of three days.

**Subd. 2.** The usage of personal leave days requires advance written application, subject to the needs of the School District, and approval by the Superintendent or designee.

**Subd. 3.** Personal leave will not be approved for absence resulting from weather conditions and its effect on transportation.

**Subd. 4.** Usage of personal leave normally will not be permitted during the first two weeks and the last week of the school year. Exceptions may be granted by the Superintendent or designee in extreme circumstances.

**Subd. 5.** Applications must be submitted not less than three work days in advance, except in cases of emergency. Not more than two employees from any building will be permitted on personal leave on any one day.

**Section 3. Bereavement:**

**Subd. 1.** Up to five (5) days leave shall be allowed for death in the employee's immediate family. The specific amount of leave allowed is subject to the discretion of the superintendent, depending on the circumstances. Immediate family is defined as the employee's spouse, child, parent and grandchild.

**Subd. 2.** Up to three (3) days leave shall be allowed for death of the employee's sibling, sibling-in-law, parent-in-law, or grandparent.

**Subd. 3.** One (1) day leave will be allowed for the death of the employee's aunt or uncle.

**Subd. 4.** In the sole discretion of the Superintendent, an employee may be granted additional days of bereavement leave in the case of extreme circumstances and such days, if any, shall be deducted from sick leave.

**Section 4. Child Care Leave:**

**Subd. 1.** A child care leave may be granted by the School District, subject to the provisions of this Section. Child care leave may be granted because of the need to prepare and provide parental care for a child or children of the employee for an extended period of time.

**Subd. 2.** An employee making application for child care leave shall inform the superintendent, in writing, of intention to take the leave, at least three (3) calendar months before commencement of the intended leave. In the event of an emergency, the School District has the right to waive or adjust the prior notification requirement.

**Subd. 3.** If the reason for the child care leave is occasioned by pregnancy; an employee may elect to utilize sick leave pursuant to the sick leave provisions of this Agreement. Unpaid child care leave may be granted after physical disability period, provided the person works to the time of the disability and commences the child care leave (unpaid) thereafter. A pregnant employee will also provide at the time of the leave application a statement from her physician indicating the expected date of delivery.

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

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

**Subd. 5.** An employee returning from child care leave shall be reemployed in a position for which he or she is qualified unless previously discharged or placed on unrequested leave. The School District will retain the authority for placement; however, an effort will be made to place the returning employee in a position comparable to the assignment prior to the child care leave.

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

**Subd. 7.** Leave under this section shall be without pay. Fringe benefits may be continued at the option and expense of the employee.

**Subd. 8.** A leave of absence without pay for the purpose of adopting a child will be granted by the School District for a period commencing as of the date of placement and continuing for a period of up to twelve (12) months. Written application for such leave must be submitted at least thirty (30) days prior to the date of commencement of the leave. Other provisions the same as for child care leave, except that in no event shall two members of the same family employed in the system be granted such leave at the same time.

#### **Section 5. Workers' Compensation:**

**Subd. 1.** Upon the request of an employee who is absent from work as a result of a compensable injury under the provisions of the Workers' Compensation Act, the School District will pay the difference between the compensation received pursuant to the Workers' Compensation Act by the employee and the employee's regular rate of pay, to the extent of the employee's earned accrual of sick leave and/or vacation pay.

**Subd. 2.** A deduction shall be made from the employee's accumulated vacation or sick pay leave accrual time according to the pro rata portions of days of sick leave or vacation time which is used to supplement Workers' compensation.

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

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

**Subd. 5.** An employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act who elects to receive sick leave or vacation pay pursuant to this policy shall show his Workers' Compensation check prior to receiving payment from the School District for his/her absence.

**Subd. 6.** Work time loss of three (3) days or less for Workers' Compensation purposes shall not be deducted from the employee's sick leave.

**Section 6. Jury Duty Pay.** All employees required to serve on jury duty shall be paid by the School District the difference between their regular pay and jury duty pay. In implementing this section, the School District shall continue to pay the employee the regular rate of pay and the employee shall be obligated upon receipt of the jury duty pay from the governmental agency to immediately remit the check endorsed payable to the School District.

**Section 7. Application.** The parties agree that the applicable periods of probation for employees are intended to be periods of actual service enabling the School District to have the opportunity to evaluate an employee's performance. The parties agree that periods of time for which the employee is on unpaid leave shall not be counted in determining the completion of the probationary period.

**Section 8. Retention of Earned Benefits.** An employee who returns to work from an unpaid leave within the provisions of this Article shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The employee shall not accrue additional experience credit for pay purposes or leave time during the period of absence for unpaid leave.

**Section 9. Insurance Participation.** An employee on unpaid leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such program as the employee wishes to retain, commencing with the beginning of the unpaid leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the School District pursuant to this section.

**Section 10. Eligibility.** To be eligible for the provisions of this article an employee must be regularly employed at least 10 hours per week. Substitute or temporary employees shall not be eligible for the provisions of this article.

## ARTICLE XI

### DISCIPLINE, DISCHARGE AND PROBATIONARY PERIOD

**Section 1. Probationary Period:** An employee under the provisions of this Agreement shall serve a probationary period of six (6) months of continuous service in the School District, during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge

or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated.

**Section 2. Completion of Probationary Period:** An employee who has completed the probationary period may be suspended without pay or discharged only for just cause.

**Section 3. Probation Upon Change of Classification:** Employees who are changing classifications shall be placed on probation in the new classification for 90 working days.

## ARTICLE XII

### SENIORITY AND LAYOFF

**Section 1. Application.** The parties recognize the principle of seniority in the application of this Article, within classification, concerning reduction in force, provided the employee is fully qualified to perform the duties and responsibility of the position. This article shall be applicable in a reduction of hours only if the reduction causes the employee to lose eligibility for benefits under this Agreement or if the employee's hours are reduced by more than 25% of the employee's existing time.

**Section 2. Layoff.** In the event an employee who has completed the probationary period is notified of a layoff within the meaning of Section 1 hereof, such employee shall have rights in the following order:

**Subd. 1.** The employee may accept the layoff and seek unemployment compensation.

**Subd. 2.** The employee shall have the right to bump the least senior employee, within the same classification, at the same building location, provided the employee is fully qualified for the position.

**Subd. 3.** In the event that an employee is unable to retain a position as provided in Subd. 2 hereof because there is not a junior employee or the employee is not qualified for a position at the same building location, the employee may bump the least senior employee, in the employee's classification, in the School District, provided the employee is fully qualified for the position.

**Section 3. Recall.** An employee on layoff shall retain seniority and right to recall within classification in seniority order for vacancies which occur in the School District for a period of 24 calendar months after the date of layoff, provided the employee is qualified to perform the duties and responsibilities of the position. An employee with recall rights shall maintain a current mailing address on file with the School District and failure to accept recall within ten calendar days shall cause forfeiture of the employee's further recall rights. The School District will not employ a new person in a vacant position as long as an employee on layoff pursuant to this Article is qualified to perform the duties and responsibilities of the position and accepts recall as provided herein.

**Section 4. Seniority Date.** Employees shall acquire seniority within their classification category upon completion of the probationary period as defined in Article XI hereof, and upon acquiring seniority, the seniority date shall relate back to the first date of continuous service in

the School District in a classification covered by this Agreement. If more than one employee commences work on the same date in a classification category, the tie in seniority shall be broken by lot.

**Section 5. Seniority List.** On or about October 1 of each year the School District shall post a seniority list for each job classification. An employee shall have twenty (20) days from this posting to challenge their seniority listing through the grievance process. If no challenges are made within twenty (20) days of posting, the seniority list is final.

Laundry  
Food Service Assistant  
Cooks  
Head Cook

### ARTICLE XIII

#### VACANCIES AND POSTING

**Section 1. Postings of Vacancies or New Positions:** All vacancies and new positions within the bargaining unit, which are anticipated to be at least 45 days in duration, will be posted for five (5) working days for consideration of lateral transfers (same classification). The senior qualified employee who applies will be assigned to the position. Such applications must be submitted, in writing, no later than two working days following the closing of the posting period.

**Section 2. Subsequent Posting:** In the event that the new position is not filled by a lateral assignment as provided in Section 1 hereof, the position will be posted for an additional five working days in all school buildings where members of the bargaining unit are employed. The School District will simultaneously advertise such positions externally.

**Section 3. Application for Vacancies.** All applications will be considered by the School District and final decision for employment, advancement, transfer or promotion will be made by the School District after considering the qualifications of all applicants. Qualifications of applicants will include background, training, seniority, experience, education, aptitude for the position and testing results.

**Section 4. Notice of Appointment:** Notice of the candidate selected to fill the vacancy shall be posted at each posting location in each building within five days of the selection.

**Section 5. Definition.** For purposes of this Article, the term "vacancy" shall mean a position where no employee is holding a claim to the position, i.e., leave of absence.

**Section 6. Temporary Assignment.** The School District may fill a vacancy or new position, temporarily, pending completion of the assignment process.

**Section 7. Limitation.** The School District may, but is not required to, consider an application or transfer of an employee, pursuant to Section 1 or Section 3 hereof, more than once during a contract year. However, an employee who has had hours reduced involuntarily

pursuant to Article XII hereof because of a layoff or bumping action during the past twelve months shall not be subject to this limitation.

## ARTICLE XIV

### SEVERANCE PAY

**Section 1. Severance Pay.** Full-time employees who have completed at least ten (10) years of continuous service with the School District who are at least 55 years of age shall be eligible for severance pay pursuant to the provisions of this section, upon submission of a written resignation accepted by the School District.

**Section 2. Eligibility.** This section shall apply only to employees whose service has averaged 25 or more hours per week during the period of employment.

**Section 3. Amount.** An employee shall be eligible to receive as severance pay upon his/her retirement, the amount obtained by multiplying 25% of his/her unused number of sick leave days, but in any event not to exceed 30 days, times his/her daily rate of pay.

**Section 4. Application.** In applying these provisions, an employee's daily rate of pay shall be the basic daily rate at the time of retirement, as provided in the basic salary schedule and shall not include any additional compensation.

**Section 5. Payment.** Severance pay shall be paid by the School District in equal installments over a time period not to exceed five (5) years from the effective day of the retirement and shall not be granted to any employee who is discharged by the School District.

**Section 6. Exclusion.** Employees hired after the date of execution of this contract, will not be eligible for severance pay as described in this section.

## ARTICLE XV

### MISCELLANEOUS

**Section 1. Medical Examination.** An employee whose condition of physical or mental health is thought to be adverse to the welfare of pupils or other employees may be required to undergo a health examination by a licensed physician at the expense of the School District.

**Section 2. Workshops and Conventions.** The School District will provide reasonable expenses for workshops and conventions that are required or permitted by the School District.

**Section 3. Required Training.** The School District will pay the cost of any training course required by the School District.

**Section 4. Uniform Allowance.** Employees will be provided a uniform allowance of \$200 per contract year. Shoes purchased must be leather (no canvas, plastic, cloth, clogs or open-toe).

## ARTICLE XVI

### GRIEVANCE PROCEDURE

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

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

#### **Section 3. Definitions and Interpretations:**

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

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

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

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

**Section 4. Time Limitation and Waiver:** Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and specific provision(s) of the Agreement allegedly violated and the particular relief sought, within thirty (30) days after the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School District's designee.

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

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

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

**Subd. 3. Level III.** In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such an appeal is made in writing within ten (10) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School District shall 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 District may be designated by the School Board to hear the appeal at this level, and report its findings and recommendations to the School District. The School District shall then render its decision.

**Section 6. School Board Review:** The School Board reserves the right to review any decision issued under Level I or Level II of this procedure, provided the School Board or its representative notifies the parties of its intentions to review within ten (10) days after the decision has been rendered. In the event the School District reviews a grievance under this Section, the School Board reserves the right to affirm, reverse, or modify such decision. Time limits for hearing and decision shall be the same as provided in Section 5, Subd. 3., of this Article, and appeal can be taken directly to arbitration within the same time limits as provided in Section 8, Subd. 1., of this Article.

**Section 7. Denial of Grievance:** Failure of the School District or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance, and the employee may appeal it to the next level.

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

**Subd. 1. Request:** A request to submit a grievance to arbitration must be in writing, signed by the aggrieved party, and such request must be filed in the office of the Superintendent within ten (10) days following the decision in Level III of the grievance procedure.

**Subd. 2. Prior Procedure Required:** No grievance shall be considered by the arbitrator that has not been first duly processed in accordance with the grievance procedure and appeal provisions.

**Subd. 3. Selection of Arbitrator:** Upon the proper submission of a grievance under the terms of this procedure, the parties may, 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 Commissioner of the Bureau of Mediation Services to submit a panel of seven arbitrators to the parties, pursuant to

PELRA, provided such request is made within twenty (20) days after request for arbitration. The request shall ask that the panel be submitted within ten days after the receipt of said request. Within ten days after receipt of the panel, the parties shall alternately strike names, and the remaining name shall be the arbitrator to hear the grievance. The order of striking will be determined by lot. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Commissioner within the time periods provided herein shall constitute a waiver of the grievance.

**Subd. 4. Hearing:** The grievance shall be heard by a single arbitrator, and both parties may be represented by such person or persons as they may choose to 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 and written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

**Subd. 5. Decision:** The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by the P.E.L.R.A.

**Subd. 6. Expenses:** Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expense which the party incurs in connection with presenting its case for arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally the fees and expenses of the arbitrator, the cost of the transcript or recording, if requested by either or both parties, and any other expense which the parties mutually agree are necessary for the conduct of the arbitration.

**Subd. 7. Jurisdiction:** The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

**Section 9. Election of Remedies and Waiver:** A party instituting any action, proceeding, or complaint in a federal or state court of law or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive the right to initiate a grievance pursuant to this article, or, if the grievance is pending in the

grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in the Agreement or to enforce the award of an arbitrator.

## ARTICLE XVII

### DURATION

**Section 1. Term and Reopening Negotiations:** This Agreement shall remain in full force and effect for a period commencing on July 1, 2009, through June 30, 2011, and thereafter pursuant to the 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 ninety (90) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

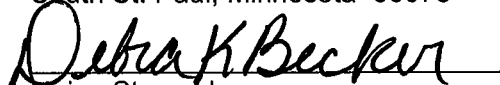
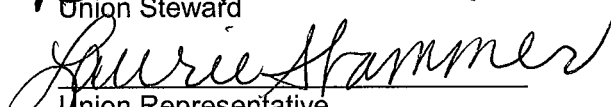
**Section 2. Effect:** This Agreement constitutes the full and complete Agreement between the School District and the Exclusive Representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreement, resolutions, practices,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

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

**Section 4. Severability:** The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any such circumstances is held to be invalid or void, it shall not affect any other provision of this Agreement or the application of any provision thereof.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as follows:

FOR:  
Service Employees International Union  
Local #284/Food Service  
450 Southview Boulevard  
South St. Paul, Minnesota 55075

  
Union Steward  
  
Union Representative

Dated: May 18, 2010

FOR:  
Independent School District No. 911  
625A Main Street North  
Cambridge, Minnesota 55008

  
Chair  
  
Clerk  
  
Chief Board Negotiator

Dated: 5/20, 2010

Address to which notices are to be sent:  
Service Employees International Union  
Local 284  
450 Southview Boulevard  
South St. Paul, Minnesota 55075

Address to which notices are to be sent:  
Independent School District No. 911  
625A Main Street North  
Cambridge, Minnesota 55008

5/17/10

**SCHEDULE A**

**2009-10 RATES**

<b>Step</b>	<b>I Laundry</b>	<b>II Food Service Asst.</b>	<b>III Cooks</b>	<b>IV Head Cook</b>
1	10.60	11.08	12.49	16.12
2	11.55	12.13	13.33	16.99
3			14.40	

**SCHEDULE B**

**2010-11 RATES**

<b>Step</b>	<b>I Laundry</b>	<b>II Food Service Asst.</b>	<b>III Cooks</b>	<b>IV Head Cook</b>
1	10.75	11.23	12.64	16.27
2	11.70	12.28	13.48	17.14
3			14.55	

