

MASTER AGREEMENT

between

the

**Service Employees International Union
Local No. 284
Food Service Employees**

and

**Independent School District
No. 314
Braham, MN 55006**

Effective July 1, 2017 through June 30, 2020

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AGREEMENT FOOD SERVICE EMPLOYEES

ARTICLE I PURPOSE

Section 1. Parties: THIS AGREEMENT is entered into between Independent School District No. 314, Braham, Minnesota, hereinafter referred to as the School District, and the Service Employees International Union, Local No. 284, hereinafter referred to as the exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as P.E.L.R.A., to provide the terms and conditions of employment for the foodservice employees during the duration of this Agreement.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with P.E.L.R.A., the School District recognizes Service Employees International Union, Local No. 284 as the exclusive representative for food service employees employed by the School District, which exclusive representative shall have those rights and duties as prescribed by P.E.L.R.A. and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The School District and the exclusive representative shall have those rights and duties as prescribed by P.E.L.R.A. and as described in the provisions of this Agreement.

ARTICLE III DEFINITIONS

Section 1. Terms and Conditions of Employment: The term, "terms and conditions of employment", means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, other than employer payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the employees. The terms are subject to the provisions of P.E.L.R.A.

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 percent of the normal work week in the employee's bargaining unit, 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. School District: For purposes of administering this Agreement, the term, "School District", shall mean the School Board or its designated representative.

Section 4. Other Terms: Terms not defined in this Agreement shall have those meanings as defined in 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 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. The exclusive representative also recognizes that the School Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of State and Federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 4. Reservations of Managerial Rights: The foregoing enumeration of 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 EMPLOYEES' 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 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: Pursuant to P.E.L.R.A., 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 to secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employees of such unit with the School District.

Section 3. Request for Dues Check Off: With the authorization of the employee, each employee shall have the right to request and be allowed dues check off for the Union. The employee request shall be in the form of a written authorization, online sign-up, or audio-recorded phone authorization submitted to the Union. The Union shall provide the District with the appropriate form of authorization (examples of appropriate form are: paper, electronic file, audio file) for dues/premier member dues deduction. The School District agrees to honor and implement all the terms of dues-checkoff authorizations submitted by the Union and agreed to by the employee.

Section 4. Union Business:

Subd. 1. The School District shall not deduct the pay of elected officers or appointed representatives involved in/or conducting union business up to five (5) days per calendar year, however, these days shall not be used for negotiation, mediation or contract arbitration of any kind or anything related thereto. Any days used will be charged to the Union at the hourly rate for the substitute, if any, required to perform the duties of the employee conducting union business.

Each subsequent day used for union business each year should be billed to the union at the full daily pay rate of the absent employee for each day of absence. These days are to be requested and authorized by the union.

Subd. 2. The School District shall not deduct the pay of union members for negotiation, mediation or arbitration of any kind or anything related thereto. Any days used will be charged to the Union at the hourly rate of pay for each individual. These days are to be requested and authorized by the union.

Subd. 3. The Union will notify the District at least three calendar days in advance.

**ARTICLE VI
DISCIPLINE DISCHARGE AND PROBATIONARY PERIOD**

Section 1. Probationary Period: Under the provisions of this Agreement, an employee shall serve a probationary period of nine (9) 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 Agreement alleged to have been violated.

Section 2. Probationary Period; Change of Classification: In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of four and one-half (4.5) calendar months in any such new classification. During this four and one-half (4.5) month probationary period, if it is determined by the School District that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to the former classification. The employee shall have the same right to return to his/her former classification within the probationary period.

Section 3. Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay or discharged only for cause. An employee who has completed the probationary period and is suspended without pay or discharged shall have access to the grievance procedure.

Section 4. Seniority Date: Employees shall acquire seniority upon completion of the probationary period as defined in this Agreement and, upon acquiring seniority, the seniority date shall relate back to the first date of continuous service in a position governed by this Agreement. If more than one employee commences work on the same date, seniority ranking for such employees shall be determined by lottery in the presence of the affected employees, Union steward/s and District designee.

Section V.

Subd. 1. A non-probationary employee shall be disciplined or discharged only for just cause. The employee is entitled, if he/she so desires, to have a representative of the Association present in the event that he/she is being reprimanded, warned or disciplined for any infraction or rules and delinquency in professional performance. If the employee requests representation, no action shall be taken with respect to the matter until a representative of the Association is present, provided that such representative shall be made available by the Association within 24 hours of the time the School District proposes to meet with the employee to discuss the disciplinary action.

Subd. 2. Any disciplinary action shall comply with law and regulation, shall be fair and equitable, and shall be consistent with the principle of forward looking discipline:

1. Did the District give to the employee forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee's conduct?
2. Was the District's rule or managerial order reasonably related to (a) the orderly, efficient, and safe operation of the District's business and (b) the performance that the District might properly expect of the employee?
3. Did the District, before administering discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?
4. Was the District's investigation conducted fairly and objectively?
5. At the investigation, did the "judge" obtain substantial evidence or proof that the employee was guilty as charged?
6. Has the District applied its rules, orders, and penalties even-handedly and without discrimination to all employees?
7. Was the degree of discipline in a particular case reasonably related to (a) the seriousness of the employee's proven offense and (b) the record of the employee in his/her service with the District?

Subd. 3. Progressive discipline shall normally be administered in the manner listed below.

1. oral reprimand
2. written reprimand
3. suspension with pay
4. suspension without pay for up to ten duty days
5. Discharge

Subd. 4. Cause for immediate discharge or suspension will be:

1. Immoral conduct, insubordination, or conviction of a felony;
2. Gross inefficiency which the employee has failed to correct after reasonable written notice;
3. Willful neglect of duty; or
4. Continuing physical or mental disability subsequent to a twelve months leave of absence and inability to qualify for reinstatement in accordance with M.S.122A.40, Subd. 12.

**ARTICLE VII
HOLIDAYS**

Section 1. Paid Holiday: All employees shall receive nine (9) paid holidays annually. The holidays for the 2017-2018, 2018-2019 and 2019-2020 school years shall be as follows:

| | |
|---------------------------|--------------------|
| Labor Day | New Year's Eve Day |
| Thanksgiving Day | New Year's Day |
| Friday After Thanksgiving | Good Friday |
| Christmas Eve Day | Memorial Day |
| Christmas Day | |

New employees with less than nine (9) months of employment hired after the start of any given school year shall be deemed to have earned one (1) paid holiday for each full month of employment. New employees may select the necessary number of undesignated holidays not listed in the Agreement, so as to reach the standard of one (1) holiday earned per month for the remainder of that school year. The employee must select non-work days for the remaining earned holidays to meet the total standard of one (1) holiday per month. Holidays that will be used should be selected by the new employee, and his/her requests must be submitted in writing to the Superintendent's secretary within ten (10) working days of employment.

Section 2. Application: In order to be eligible for holiday pay, an employee must have worked a regular work day before and after the holiday unless on an excused illness, leave, or on vacation under these provisions.

**ARTICLE VIII
LEAVES OF ABSENCE**

Section 1. Sick Leave:

Subd. 1. Sick leave allowance will be cumulative at the rate of twelve (12) days per year. In addition to personal illness or injury of the employee, as per MN Statute 181.9413, sick leave may be used in case of illness or injury in the immediate family. Immediate family includes wife, husband, spouse, sibling, adult child, children, and dependent parents, step parent, grandparents or grandchildren. Dependent means living in your household or that you provide in excess of 50% of their living expense. Sick leave will be cumulative to one-hundred and thirty-five (135) days.

Subd. 2. In each absence covered by sick leave policies where the absence exceeds two days, administration may require an employee to furnish a statement of illness from a medical doctor.

Subd. 3. Sick leave Buy-back: Employees who have accumulated a minimum of 106 sick days may sell the school district the remaining (above 106) unused sick leave days earned in the prior 12-month period as of June 30. Request must be made in writing and presented to the superintendent by June 15. The district will purchase up to six unused sick leave days per employee per year at the earned rate for that employee. There is a maximum buy-back allowance for all same contract group participants of \$3,000.00 for any calendar year. If total requests are in excess of \$3,000.00, amounts shall be prorated.

Section 2. Personal Leave: Two (2) days personal leave may be allowed to regular employees. Such leave to be taken from sick leave credits and shall be approved three days prior to use except in cases of emergency. Personal leave shall be cumulative to a maximum amount of five (5) days.

Section 3. Medical Leave:

Subd. 1. An employee who has completed the initial probationary period, who is unable to perform duties because of illness or injury, and who has exhausted all sick leave credit available or has become eligible for long term disability compensation may, upon written request to the food service director, be granted a medical leave of absence, without pay, up to six (6) months. This leave may be renewed at the discretion of the School District.

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

Section 4. Emergency Leave: Emergency leave may be granted for unforeseen circumstances arising unexpectedly which requires the employee's attendance and which cannot be taken care of during normal leave time. Such leave is to be deducted from sick leave. Absence from school due to inclement weather shall not be an appropriate use of this section.

Section 5. Bereavement:

Subd. 1 - Bereavement leave shall be granted upon written request when there is a death in the immediate family of the employee or spouse (i.e., parent, children, brother, sister, grandchildren, grandparent, aunt, uncle, and corresponding in-laws).

Subd. 2 - Bereavement leave shall be deducted from sick leave.

Subd. 3 - Bereavement leave is limited up to and not to exceed three (3) days for each incident unless special arrangements are made with the Superintendent.

Section 6. P.E.R.A. Absence: To comply with the requirements of the P.E.R.A., any employee covered by this Agreement wherein his/her regulated sick leave is already used and who is not able to return to his/her normal duties because of illness, the board of education will pass a resolution granting a temporary leave of absence, and will notify the office of the P.E.R.A. of this action. This type of action shall also be taken in regard to summer layoffs.

Section 7. Leave without pay may be granted at the sole discretion of the School District after all personal leave has been exhausted.

ARTICLE IX
403(b) MATCHING CONTRIBUTION PLAN

Section 1. Eligibility: Pursuant to the provisions of M.S. 123B.02, Subd. 15. and Section 403(b) of the Federal Internal Revenue Code, the School District will make matching contributions for each employee who has completed at least one year of working experience in the School District and who is employed an average of at least 28 hours per week and at least 170 days per school year pursuant to the provisions of this article.

Section 2. Amount of School District Contribution:

Subd. 1. Full-time Employees: Full-time, eligible employees, after completion of their first full year of working experience in the School District, shall be eligible for an annual School District matching contribution as follows:

| <u>Years of Service</u> | <u>Maximum Matching Contribution</u> |
|-------------------------|--------------------------------------|
| 2-5 | \$150 |
| 6-10 | \$250 |
| 11-15 | \$475 |
| 16-20 | \$650 |
| 21-24 | \$900 |
| 25+ | \$1,200 |

Subd. 2. Part-time Employees: Eligible part-time employees shall receive a matching contribution on a pro-rata basis equal to their percentage of full-time employment.

Section 3. Notice of Participation: To be eligible for the provisions of this article, an employee must notify the School District, in writing, by the Friday preceding Labor Day of his/her intention to participate in this matching program and the amount of the employee's contribution. This notice shall continue from year to year at the specified amount unless the employee notifies the district office, in writing, otherwise.

Section 4. Payment: The employee's contribution shall be made by payroll deduction.

Section 5. Unpaid Leave: An employee on unpaid leave may not participate in the provisions of this article.

Section 6. Lifetime Limitation: The maximum lifetime School District contribution to any employee pursuant to this article shall be \$3,600 and, upon reaching this maximum, the employee shall no longer be eligible for School District contributions.

Section 7. Deduction for Severance Pay: In the event an employee is eligible for a severance or retirement payment pursuant to any other article of this Agreement, any School District contribution made pursuant to this article shall be deducted from such severance/retirement payment at the time of the employee's retirement. Employees hired July 1, 2014 or after, are not eligible for severance pay.

Section 8. Applicable Statutes: The provisions of this article are subject to all limitations relating to such plans as provided by law.

ARTICLE X FRINGE BENEFITS

Section 1. Each full-time employee (40 hours per week) will be allocated \$5,450 for 2017-2018 and \$5,750 for 2018-2020 for use in purchasing approved fringe benefits such as dental, vision, health and hospitalization, and any other extended insurance benefit plans offered by ISD No. 314. Eligible employees shall be charged as having purchased individual insurance coverage under the District's life and long term disability plans whether or not the employee authorizes the purchase. Part-time employees who are eligible according to the district's insurance provider shall receive a prorated annual amount. Said allocation will commence on Oct. 1 of each year.

Section 2. Employees must choose their fringe benefits package by the Friday preceding Labor Day provided the school district has shared all necessary materials regarding fringe benefits by Aug. 10. Employees hired after August 10 will receive all necessary materials regarding fringe immediately upon being hired and will have 10 days to make a choice.

Section 3. Any monthly premium charges greater than the amount allocated to the employee's account pursuant to Section 1, above, shall be borne by the employee and paid by a payroll deduction.

Section 4. Leftover money at the end of the year from the fringe account can be deposited into the employee's HRA/HSA account on a quarterly basis or one annual payment to an approved 403B plan (403B plan requires employee match).

Section 5. The allocation to employees for the purposes of purchasing insurance fringe benefits under Section 1 above shall cease on the first day of the month following termination of employment.

Section 6. Reductions in benefits shall be governed by appropriate statutes.

Section 7. Insurance Committee: The employees shall be allowed one representative of their choice on the insurance committee.

Section 8. Life Insurance - The School District group term life insurance policy covering eligible employees is for the amount of \$20,000.

Section 9. Claims Against the School District: It is understood that 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.

ARTICLE XI SENIORITY RIGHTS

The School Board recognizes that the purpose of seniority is to provide a declared policy as to the order of layoff and recall of employees and advancement or promotions (if the employee is qualified). Employees with the least continuous service shall be laid off first. If any opening subsequently occurs, the laid off employee with the most continuous service who is qualified shall be the first recalled.

If a former employee elects not to work when recalled, they shall lose their seniority rights. An

employee who is properly discharged or resigns shall forfeit their seniority rights, and in the event of re-employment, their seniority rights shall begin as of the date of their re-employment. An employee on layoff shall retain his/her seniority and right to recall within classification in seniority order for a period of twelve (12) months after the date of layoff.

ARTICLE XII VACANCIES

New positions or vacancies of more than thirty (30) days duration will be posted for ten (10) working days with notice sent via school email to current employees and the senior qualified applicant will be assigned thereto within five (5) days after closing of posting. Interested applicants will apply using the district approved electronic submission system. The final decision for employment advancement, transfer or promotion, however, will be made by the School District.

ARTICLE XIII JURY DUTY

Employees shall be granted the additional amount to make up full pay if required to serve on jury duty during working months.

ARTICLE XIV RESIGNATION/LAYOFF

Section 1. Two weeks written notice to the food service director shall be required of employees if they wish to resign in good standing.

Section 2. Two weeks written notice from the School Board shall be given employees if they are to be laid off, reduced, or experiences a change of assignment. Employees with the least seniority will be laid off first. If a senior employee's position is eliminated or is reduced, the employee may displace the least senior employee in their classification, if qualified, or a lower classification, if qualified. A written notification addressed to the Superintendent specifically stating the desired move must be provided by said senior member within 10 calendar days of employee receiving official notification. Seniority shall be determined by total years of employment in the unit. Classification, for the purposes of layoff and recall, shall include month and hours of service.

The displaced employee may displace the least senior employee in the same classification, if qualified, or the least senior employee in the next lower classification, if qualified. This procedure shall continue until the least senior employee is laid off. A displaced employee shall be placed on the pay step nearest their present rate in the lower classification. In no case shall a displaced employee displace another employee with more seniority.

For the purposes of recall, an opening occurring within twelve (12) months shall be offered to the employee with the most seniority, provided the employee possesses the relevant qualifications. The position must be at or lower than the employee's previous classification. Employees will be considered to be on recall status until such time as the employee is "made whole" (returned to previous classification) or after being on recall status for twelve (12) months, whichever comes first.

**ARTICLE XV
SEVERANCE PAY**

Section 1. \$1,700 after ten (10) years of service. \$3,100 after fifteen (15) years of service. Payment shall be made within two (2) months of termination. Employees who are discharged for cause shall not be eligible for severance pay.

Subd. 1. Employees hired July 1, 2014 or after, are not eligible for severance pay.

Section 2. Retiring employees will be entitled to continue to participate in the School District's group health insurance program until they reach Medicare eligibility, at their own expense.

**ARTICLE XVI
WORK WEEK**

The work week will be Monday through Friday. Hours as needed to perform duties will be scheduled by the School District, with a lunch period and coffee break to be included in the work schedule. Time and one-half (1 1/2) shall be paid for any work performed on Saturday or Sunday. Employees will be granted a minimum of two (2) hours show-up time if school is initially delayed two hours and then closed during that time period. Employees shall be allowed a minimum of two (2) hours on callback at time and one-half (1 1/2).

Subd.1. Any employee hired by the District prior to January 1 during a fiscal year shall be eligible for 24 installments at the start of the next fiscal year. If an employee is hired after January 1, this employee shall be eligible for 24 installments at the start of the second fiscal year of their employment. Any employee who has worked a full fiscal year shall have the option to change compensation installments at the beginning of each school year.

Subd.2. Overtime/extra hours shall be submitted electronically via AESOP/Frontline and shall be paid on the next pay period.

**ARTICLE XVII
GRIEVANCE PROCEDURE**

Section 1. Grievance Definition:

Subd. 1. Employee: 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 contained in this Agreement.

Section 2. Representative: The employee, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in the party's 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 is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver: A grievance shall not be valid for consideration unless the grievance is submitted in writing to the Superintendent, or designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty days after the date of the first 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 discussions between the employee and their supervisor, then the School District designee shall give a written decision on the grievance to the parties involved within ten days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the superintendent of schools, provided such appeal is made in writing within five days after receipt of the decision in Level I. If a grievance is properly appealed to the superintendent, the superintendent or designee shall set a time to meet regarding the grievance within fifteen days after receipt of the appeal. Within ten days after the meeting, the superintendent or designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty days after receipt of the appeal. Within twenty days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the Board may be designated by the Board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then

render its decision.

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

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

Section 8. Mediation: Upon mutual agreement, the parties may petition the Bureau of Mediation Services for assistance in the resolution of any grievance prior to arbitration. If the parties so agree, the timelines for such review and appeal to arbitration shall be adjusted by mutual agreement between the parties.

Section 9. Arbitration Procedures: In the event that the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the superintendent and the State Bureau of Mediation Services (BMS) 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 which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: Upon receipt of a list of arbitrators from the BMS the parties shall, within twenty (20) 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 BMS to appoint an arbitrator, pursuant to P.E.L.R.A., providing such request is made within twenty (20) days of failure to select an arbitrator. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 5. Decision: The decision by the arbitrator shall be rendered within thirty days after the close of the hearing. Decisions by the arbitrator in cases properly before the arbitrator shall be

final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in 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 expenses which the party incurs in the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 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 procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, the arbitrator's order shall give due consideration to the statutory rights and obligation of the public school district to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 10. 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 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 XVIII
RATES OF PAY**

Section 1. Salary Schedule:

| Cooks/Clerks | | 2017-2018 | 2018-2019 | 2019-2020 |
|--------------|---|-----------|-----------|-----------|
| Step | 1 | \$12.63 | \$12.88 | \$13.01 |
| | 2 | \$13.56 | \$13.83 | \$13.97 |
| | 3 | \$13.97 | \$14.25 | \$14.39 |
| | 4 | \$14.38 | \$14.67 | \$14.82 |

| | | | | |
|--------------------------|---|---------|---------|---------|
| Helpers (dishwashers) | | | | |
| Step | 1 | \$11.53 | \$11.76 | \$11.88 |
| | 2 | \$12.51 | \$12.76 | \$12.89 |
| | 3 | \$12.88 | \$13.14 | \$13.27 |
| | 4 | \$13.26 | \$13.53 | \$13.67 |

Section 2. Step Placement: Annual step increases for new employees hired after July 1 and before December 31 shall be granted on July 1 of the next contract year. For new employees hired between January 1 and June 30th, the step increase will be on July 1st of the following calendar year.

Section 3. Override:

| | |
|----------------|------------------|
| | <u>2017-2020</u> |
| Head Cook: | \$0.80/hr. |
| Certification: | |
| • Level I | \$0.50/hr. |
| • Level II | \$0.60/hr. |
| Clerk: | \$0.25/hr. |

Section 4. Certification: The School District will pay for cost of certification/recertification classes and/or other trainings as approved by the Food Service Director.

Section 5. Clean Up: All food service staff shall be allowed one day each fall and one day each spring for the purpose of preparing and closing kitchens.

Section 6. Uniform Allowance: \$200 per year for 2017 - 2020 for purchase of uniforms.

Subd. 1. Shoes: A seventy five (\$75) dollar allowance shall be given once a year for the purchase of non-slip safety shoes.

Section 7. Part-time: Any employee who substitutes for another employee shall be paid the substituting employee's current step in the classification they are substituting in, based on the employee's years of service and no less than their regular rate of pay, in the event they substitute in a classification with a lower rate of pay, from the first day of substituting in a different position. This is retroactive to the first day.

Section 8. Work Term: The employee's schedule shall follow the school calendar as established by the School District for the employees working less than twelve (12) months. Compensation shall be paid on the 15th and the last day of the month. An additional option shall be 24 installments.

Section 9. Longevity: All employees covered under this agreement shall be eligible for longevity pay according to the following schedule:

| | July 1, 2017 | Effective July 1, 2018 |
|-------------|--------------|------------------------|
| 5-9 years: | \$0.10/hr | \$0.15/hr |
| 10 – 14 yrs | \$0.20 /hr. | \$0.35/hr |
| 15 + yrs. | \$0.30 /hr. | \$0.50/hr |

Subd. 1. *Eligible employees may take step and longevity movement each of the three years (2017-2018, 2018-2019 and 2019-2020). Retroactive to July 1, 2017

**ARTICLE XIX
DURATION**

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2017 through June 30, 2020, and thereafter as provided by 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 90 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 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 exclusive representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolution, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

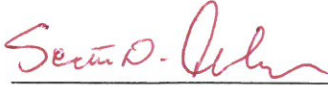
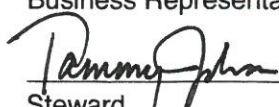
Section 3. Finality: Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement, except by mutual consent of the parties.


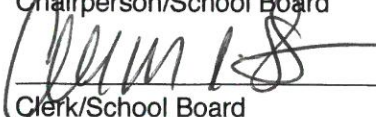
Section 4. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provision of this Agreement or the application of any provision thereof.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be duly executed on behalf of the parties.

SERVICE EMPLOYEES INTERNATIONAL UNION
Local 284
 450 Southview Blvd.
 So. St. Paul, MN 55075

IND. SCHOOL DISTRICT No. 314
 531 Elmhurst Ave S
 Braham, MN 55006

 8-23-17
 Business Representative Date
 8-23-17
 Steward Date

 8-21-17
 Chairperson/School Board Date
 8-21-17
 Clerk/School Board Date

