

# **AGREEMENT**

**between**

**INDEPENDENT SCHOOL DISTRICT 196**

**and**

**MINNESOTA TEAMSTERS PUBLIC AND LAW  
ENFORCEMENT EMPLOYEES UNION, LOCAL 320**

**FOOD SERVICE EMPLOYEES**

Effective July 1, 2004 through June 30, 2006



TABLE OF CONTENTS

ARTICLE I, PURPOSE..... 1

ARTICLE II, RECOGNITION OF EXCLUSIVE REPRESENTATIVE..... 1

ARTICLE III, DEFINITIONS AND RIGHTS ..... 1

ARTICLE IV, SCHOOL BOARD RIGHTS ..... 1

ARTICLE V, WAGES AND COMPENSATION ..... 2

ARTICLE VI, HOURS ..... 4

ARTICLE VII, GROUP INSURANCE..... 7

ARTICLE VIII, PARENTING LEAVE..... 8

ARTICLE IX, LAYOFF AND RECALL ..... 9

ARTICLE X, RETIREMENT..... 10

ARTICLE XI, GRIEVANCE PROCEDURE ..... 10

ARTICLE XII, DISCIPLINE, DISCHARGE AND PROBATIONARY PERIOD..... 13

ARTICLE XIII, DURATION..... 14

**ARTICLE I  
PURPOSE**

Section 1. Parties: THIS AGREEMENT, entered into between the School Board of Independent School District No. 196, Rosemount, Minnesota, hereinafter referred to as the School Board, and the Minnesota Teamsters Public and Law Enforcement Employees Union, Local 320, hereinafter referred to as exclusive representative, pursuant to, and in compliance with, the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as P.E.L.R.A. of 1971, as amended, to provide the terms and conditions of employment for 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. of 1971, as amended, the School Board recognizes the Minnesota Teamsters Public and Law Enforcement Employees Union, Local 320, as the exclusive representative of all food service employees employed by Independent School District 196 which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. of 1971, as amended, and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all food service employees in the district contained in the appropriate unit as defined in Article II, Section 3, of this Agreement and the P.E.L.R.A. of 1971, as amended, and in certification by the Director of Mediation Services, if any.

Section 3. Description of Appropriate Unit: For purposes of this Agreement, the term food service employees means all food service managers and food service associates employed by the School Board in such classification.

**ARTICLE III  
DEFINITIONS AND RIGHTS**

Section 1. Terms: Terms used in this Agreement shall have those meanings as defined by the P.E.L.R.A. of 1971, as amended.

Section 2. Rights: Employer and employee rights shall be as contained in P.E.L.R.A. of 1971, as amended, and all management rights and functions not expressly delegated are reserved to the School Board.

**ARTICLE IV  
SCHOOL BOARD RIGHTS**

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

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

Section 3. Effect of Laws, Rules, and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform such 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 and 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. Reservation of Managerial Rights: The foregoing enumeration of School Board rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School Board.

**ARTICLE V  
WAGES AND COMPENSATION**

Section 1. Wage Rates: Food service employees shall be given the appropriate wage as indicated by the following salary schedule commencing July 1, 2004, and ending June 30, 2006. Increments for the 2006-07 school year will be granted only after a negotiated Working Agreement is reached.

Subd. 1: Salary Schedule:

|  |        | <u>7-1-04</u> | <u>7-1-05</u> | <u>1-1-06</u> |
|--|--------|---------------|---------------|---------------|
| <u>Secondary Food Service Manager</u>  | Step 2 | \$14.98       | \$14.98       | \$15.33       |
|  | Step 3 | 15.45         | 15.45         | 15.80         |
|  | Step 4 | 15.89         | 15.89         | 16.24         |
|  | Step 5 | 18.47         | 18.47         | 18.82         |
| <u>Elementary Food Service Manager</u> | Step 2 | 13.60         | 13.60         | 13.95         |
|  | Step 3 | 13.97         | 13.97         | 14.32         |
|  | Step 4 | 16.30         | 16.30         | 16.65         |
| <u>Food Service Associate</u>          | Step 2 | 11.15         | 11.15         | 11.50         |
|  | Step 3 | 11.36         | 11.36         | 11.71         |
|  | Step 4 | 12.94         | 12.94         | 13.29         |

Subd. 2: Food service managers at secondary schools shall be paid \$.15 per hour additional. Food service associates at secondary schools shall be paid \$.10 per hour additional.

Subd. 3: At the time an employee is first assigned to a classification, the Coordinator of Food and Nutrition Services may at his/her discretion consider prior related experience in determining the wage step to be paid.

Subd. 4: Employees who have 10 or more years of continuous seniority shall receive \$.15 per hour more than the rate otherwise applicable under this Section. For employees who have 15 or more years of seniority, this longevity differential shall be \$.20 per hour. For employees who have 20 or more years of seniority, this longevity differential shall be \$.25 per hour.

Effective July 1, 2004, employees who have Level I certification and who have 10 more years of continuous seniority shall receive \$.30 per hour more than the rate otherwise applicable under this Section. For employees who have achieved Level I certification and who have 15 or more years of seniority, this longevity differential shall be \$.40 per hour. For employees who have achieved Level I certification and who have 20 or more years of seniority, this longevity differential shall be \$.50 per hour. Employees must maintain their Level I certification to maintain the higher longevity pay rate.

Subd. 5: Food service managers at a double school (e.g., high school/middle school or middle school/elementary school) shall be paid \$.50 per hour additional.

Subd. 6: Employees who have received Level I certification or higher will receive an additional \$.10 per hour to the salary schedule. Employees must maintain their Level I certification to maintain this pay.

Effective January 1, 2006, employees who have received Level I certification or higher will receive an additional \$.40 per hour to the salary schedule. Employees must maintain their Level I certification to maintain this pay.

Section 2. Coverage of District Schools: The Coordinator of Food and Nutrition Services shall arrange the schedule for workers as is necessary.

Section 3. Replacement Pay: If a food service manager is off from work for reasons of sickness, leave of absence, etc., excluding school vacation time, for a period of five (5) consecutive working days or more, his/her replacement receives the appropriate food service manager allowance retroactive to the first day of the substitution period.

Section 4. Meetings: Employees that attend meetings called by the Coordinator of Food and Nutrition Services which take place after the employees' normal workday shall be paid for attending such meetings at the appropriate rates set forth in Article V, Section 1, Subd. 1 above.

Section 5. Courses: Employees shall attend all courses as directed by the Coordinator of Food and Nutrition Services. The employees shall be reimbursed for the cost of course tuition.

Section 6. Pay Periods:

Subd. 1: Food service employees will be paid every other Friday.

Subd. 2: Food service employees will have two options in regard to payroll checks:

a. 1/21 of their annual salary on each of the first 21 pay dates beginning in September.

b. 1/26 of their annual salary on each of the 26 pay dates beginning in September.

Options once made are final for the entire school year.

Subd. 3: Returning food service employees shall retain the same option as they had the previous school year unless the Coordinator of Human Resources is otherwise notified prior to the end of the school year. New food service employees will automatically be given option (a) above.

Section 7. Compliance: The wages set forth herein are in accordance with Minnesota Statutes (1984) 471.991 through Minnesota Statutes (1984) 471.999. (The Comparable Worth Law.)

Section 8 Uniforms: If the School District requires that a uniform be worn, it will provide the uniform excluding laundering service. Employees shall wear the prescribed uniform whenever on duty.

Effective July 1, 2000, the School District will provide four shirts and four pants to each food service employee on their 70<sup>th</sup> day worked. Managers will also receive one additional shirt.

Section 9 Travel Allowance: Employees shall be reimbursed for all private automobile usage which is incurred in connection with School District business at the rate per mile which is excludable from federal income tax on the July 1 immediately preceding the date of usage.

## **ARTICLE VI HOURS**

Section 1. Working Day: The regular working day for a food service manager will not be reduced below six hours unless the employee consents to such change.

Section 2. Work Year: The regular work year for food service employees shall commence on the first student school day and continue through the last student school day. Additional work hours may be required prior to the first student school day and following the last student school day to perform essential functions of the kitchen.

Food service employees will be paid for hours worked. Attendance at the preschool workshop in August may be required provided the date for this workshop is announced by the preceding January 1.

Section 3. Overtime: Work in excess of 8 hours per day or 40 hours per week shall be considered overtime. Overtime shall be reimbursed at the rate of time and one-half. Any work done on the following holidays shall be paid at double time: New Year's Day, Martin Luther King Day, Presidents' Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day. Overtime shall not be worked unless prior approval has been given by the Coordinator of Food and Nutrition Services or designee. The opportunity to work additional hours will be distributed as equitably as possible within each classification at a given school, beginning with the most senior person and continuing on a rotating basis.

Catering work outside the regularly scheduled hours shall be considered overtime. Catering is defined as billable services provided outside the food service department.

Section 4. Experience Credit: New employees who begin before December 1 will be credited with a year's experience the following July 1.

Section 5. Lunch Break: All food service employees shall be provided a half-hour lunch break as may be determined by the food service manager. Generally speaking, the lunch break should occur after completion of serving.

Section 6. Promotion Policy: Food service manager vacancies will be posted in each kitchen. All food service personnel are eligible for positions of promotion. Job openings will be posted for a period of five (5) days.

Section 7. Sick Leave:

Subd. 1: Food service employees will be credited with 10 days of sick leave per year accumulative to 130 days. One day is considered the equivalent of the hours worked each day as per contract.

Subd. 2: Sick leave will not apply, nor may it be earned during a leave of absence.

Subd. 3: In the event the employee's absence is in excess of the number of days earned, and the employee does not return to said position, the School District has the option to deduct or collect salary paid for unearned sick leave.

Subd. 4: Sick leave with pay shall be allowed by the School Board whenever a worker's absence is found to have been due to illness which prevented his/her attendance at school and performance of duties on that day or days. Also allowed and charged to sick leave will be absences due to the serious illness or death of the worker's spouse, child, brother, sister, parent, step parent, foster parent, grandparents, grandchildren and parents of worker's spouse and all in-laws of the same degree.

Subd. 5: The School Board may request a statement from the employee's physician verifying the illness, in order to qualify for sick leave pay.

Subd. 6: Beginning June 30, 2005, on June 30 each year, the employee shall choose to utilize unused sick leave by exercising the following options:

a. Employee may exchange unused sick leave days by exchanging three (3) days of unused sick leave for one (1) day of extra wages. A maximum of only four (4) days of exchange may be utilized per year. Remaining days shall be applied toward your sick leave accumulation.

b. Employee may place unused sick leave days in the sick leave accumulation (under provisions of Subd. 1 of this Section).

c. Employee may utilize a combination of the above choices with the understanding that only whole days may be used and that days may be only counted once.

Subd. 7: Of the total sick leave days for which a food service employee is eligible under Subd. 1 of this section, two (2) days per year may be used for a reason other than set forth in this section provided the employee schedules such absence at least one day in advance with the Coordinator of Food and Nutrition Services. The School District may limit the number of employees excused on a given day as necessary to maintain a balanced workforce of experienced employees.

Section 8. Personal Leave: All non-probationary food service employees are eligible for one (1) personal leave day with pay per year. The employee must request such absence at least one day in advance with the Coordinator of Food and Nutrition Services. The School District may limit the number of employees excused on a given day as necessary to maintain a balanced workforce of experienced employees.

Section 9. Snow Closings: Food service managers, or their designee, may be permitted to work up to two regular hours with pay when their school is closed and work is required to preserve perishable food and/or to assure food safety. More than two hours may be worked on a day that school is closed only if authorized by the Coordinator of Food and Nutrition Services.

Food service managers and associates will not be paid if school is cancelled at least one (1) hour before the employee's normal workday begins. They may request payment for such days, to be charged to accrued sick leave or an available personal leave day.

In the event the school day is cancelled less than one (1) hour before the employee's normal workday begins, and the employee reports to work, the employee will be paid for actual time worked or for two (2) hours, whichever is greater. The employee may request payment for the remainder of his/her normal work day, to be charged to accrued sick leave or an available personal leave day.

In the event the start of school is delayed, employees will be paid for actual time worked.

In the event of an early dismissal by the Superintendent of Schools as a result of inclement weather, or any other reason not related to discipline or failure to perform duties properly, the food service employee shall be paid for a full day equivalent.

Section 10. In the event that a food service employee is called back by his/her superior, he/she shall be paid for a minimum of two hours at a rate of salary stated in the contract. If this is in excess of the 40-hour normal working week, the rate shall be figured on the basis of time and one-half.

Section 11. Rates of pay for after hour events will be determined by the position filled by the employee. An employee who works an after hours event will be paid for the hours worked or two hours whichever is more. As part of their duties, food service employees shall provide service for such school-sponsored functions as may occur in their respective buildings. The opportunity to work after hours events will be distributed as equitably as possible within each job classification at a given school, beginning with the most senior person and continuing on a rotating basis.

Section 12. Jury Duty: An employee who is absent because of required jury duty will be granted leave and will be paid the difference between his/her regular salary and the fee received for such jury duty. An employee who is released from jury service in time to report at his/her regular starting time shall report for work and will not be eligible for jury duty pay for that date.

Section 13. Leave of Absence: An unpaid leave of absence of five days or less may be granted by the Coordinator of Food and Nutrition Services. An unpaid leave of absence over five days may be granted upon the approval and discretion of the Coordinator of Human Resources for such reasons as extended illness of the employee, extended illness in the employee's family or other reasons deemed appropriate at the discretion of the Coordinator of Human Resources. An employee who returns from approved leave of absence on the authorized return date shall not lose his/her seniority rights. Leaves granted under this section are without pay or benefits unless provided for by state and/or federal laws.

**ARTICLE VII  
GROUP INSURANCE**

Section 1. Employees Covered: Only employees who work a minimum of 30 hours per week are entitled to and shall receive insurance coverage provided for and set forth in this Article.

Section 2. Selection: The selection of the insurance carrier and policy shall be made by the School District.

Section 3. Health and Hospitalization Insurance: The School District shall contribute up to the amount listed below per month for the months September through June toward the premium for eligible participants as defined in Section 1 of this Article. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

| <u>Coverage</u>             | <u>7-1-04</u> | <u>7-1-05</u> |
|-----------------------------|---------------|---------------|
| Single                      | \$346         | \$381         |
| Employee Plus One Dependent | 596           | 656           |
| Family                      | 791           | 870           |

Section 4. Life Insurance: The School District shall pay the premium for \$30,000 term life insurance for employees employed by the School District who qualify pursuant to Section 1 above and are enrolled in the School District's group term life insurance plan. Arrangements can be made by the employee for coverage during the summer months as provided in Section 7 of this Article.

Effective the first of the month following School Board ratification of the 2004-2006 working agreement (March 1), the School District shall pay the premium for \$50,000 term life insurance for employees employed by the School District who qualify pursuant to Section 1 above and are enrolled in the School District's group term life insurance plan. Arrangements can be made by the employee for coverage during the summer months as provided in Section 7 of this Article.

Section 5. Long-term Disability Insurance: An employee who is eligible for coverage pursuant to Section 1 above and enrolled in the School District's long-term disability plan shall pay the full premium for the months September through August.

Section 6. Claims Against the School District: It is understood that the School Board's only obligation is to purchase an insurance policy and pay such amounts as agreed herein and no claim shall be made against the School Board 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 in paid status by the School District. An employee who is receiving worker's compensation disability income benefits resulting from injury or illness incurred as an employee of the School District shall be considered in paid status for purposes of this provision. All insurance, including health and hospitalization, life and long-term disability insurance, shall be available during the summer layoff period at no expense or cost to the School District. The premium cost during the summer layoff period must be paid by the employee. Upon termination of employment, all School District participation and contribution shall cease, effective on the last working day.

Section 8. Extension of Health/Hospitalization Insurance for Retirees: Any employee who is a participant in the School District's health and hospitalization insurance plan as described in Article VII and who retires following fifteen (15) years of employment in the School District and is 55 years of age or older,

may extend his/her insurance coverage by converting 1/3 cash value of his/her unused sick days at the time of retirement and applying it towards the employee portion of insurance premium until the cash value is exhausted. The School District shall deposit the total amount in the employee's name in the Post-Retirement Health Care Savings Plan, administered by the Minnesota State Retirement System.

## **ARTICLE VIII PARENTING LEAVE**

Section 1. A parenting leave shall be granted by the School District, subject to the provisions of this Article, to one (1) parent in conjunction with the birth or adoption of a child.

Section 2. An employee making application for parenting leave shall inform the Human Resources Department in writing of intention to take the leave at least three (3) calendar months before commencement of the intended leave.

Section 3. If the reason for the parenting leave is occasioned by pregnancy, an employee may elect to utilize sick leave during the period of the employee's disability pursuant to the sick leave provisions of this Agreement. A pregnant employee who elects disability leave shall provide at the time of her leave application, the completed forms as determined by and obtained from the Human Resources Department.

Section 4. The leave shall begin at a time requested by the employee, provided the leave begins not more than six weeks after the birth or adoption of the child. However, in the event the child must remain in the hospital longer than the mother, the leave shall not begin more than six weeks after the child leaves the hospital.

Section 5. The leave shall not exceed twelve months. In the event the employee requests parental leave for a period in excess of six weeks, such additional leave time may be granted at the sole and exclusive discretion of the superintendent or designee whose decision is final and binding and not subject to the grievance procedure.

Section 6. An employee returning from parenting leave shall be re-employed in his/her former classification without loss of seniority unless previously discharged or laid off.

Section 7. Failure of the employee to return pursuant to the date determined under this Article shall constitute grounds for termination in the School District.

Section 8. The parties agree that the applicable periods of probation for employees as set forth in this Agreement are intended to be periods of actual service enabling the School District to have opportunity to evaluate an employee's performance. The parties agree, therefore, that the period of time for which the employee is on parenting leave shall not be counted in determining the completion of the probationary period.

Section 9. An employee who returns from parenting leave within the provisions of this Article shall retain all previous experience credit under the Agreement earned at the commencement of the beginning of the leave.

Section 10. An employee on parenting leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the employee wishes to retain, commencing with the beginning of the parenting leave. The right to continue

participation in such group insurance programs, however, will terminate if the employee does not return to the District pursuant to this Article.

Section 11. Leave under this Article shall be without pay or fringe benefits unless provided for by state and/or federal laws.

## **ARTICLE IX LAYOFF AND RECALL**

Section 1. Recognition: The parties recognize the principle of seniority in the application of this Agreement within classifications concerning layoff.

Section 2. Date: Employees within the appropriate unit 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 date of original employment within the appropriate unit and shall be accumulative only within this appropriate unit. If more than one employee is hired on the same date, seniority ranking shall be determined by lot. A person who has worked as a temporary substitute for an absent employee for a period of at least forty consecutive working days and who is then hired as a permanent replacement in the same position and location, shall commence his/her probationary period on the date such permanent employment commences but, upon satisfactory completion of the probationary period, shall have seniority dating back to the commencement of his/her temporary substitute assignment to that position.

Section 3. Layoff Application: An employee on layoff shall retain his/her seniority and right to recall within classification in seniority order a period of one year after the date of layoff.

Section 4. Layoff: In the event the School District determines to reduce the food service staff by eliminating a total position or positions, employees shall be laid off in inverse order of seniority within areas of classification and qualification. The School District will consult with the union concerning qualifications and order of layoff. A senior employee shall not be placed on layoff while a junior employee on the seniority list occupies a position with the same or lower grade, providing the senior employee has the qualifications to satisfactorily perform the job.

Section 5. Recall: Employees shall be recalled in order of seniority for a position within the same classification held prior to layoff or a lower classification for which qualified. If a position becomes available for a qualified employee on layoff, the School District shall mail by certified mail the notice to such employee who shall have 14 calendar days from the date of mailing of such notice to accept the reemployment. If written acceptance is not received by the Coordinator of Human Resources within such 14 calendar day period, it shall constitute a waiver on the part of such employee to any further rights of employment or reinstatement and shall forfeit any future reinstatement of employment rights. The employee must accept the first offer of rehiring at same classification from which the employee was laid off or the employee shall be removed from the recall list. The employee may refuse an offer for a lower classification position without losing recall rights to a position at the same classification from which the employee was laid off. However, once an employee is offered a lower classification position and refuses such offer only higher classification positions need be offered.

Section 6. Loss of Seniority: Seniority shall be lost due to resignation, discharge for cause, failure to return from layoff in the time required or absence for any reason for more than one year.

Section 7. The provisions of this Article do not apply to a partial reduction in hours of a position.

Section 8. Effective Date: The provisions of this Article shall become effective on October 26, 1982.

Section 9. Employees Who Are Rehired: An employee who 1) gave a two-week notice prior to his/her resignation; 2) is rehired in the food service group within the same job classification and 3) returns within six (6) working months (i.e., excluding July and August), will be reinstated with no loss of seniority or step. This provision will not apply to an employee who resigns within the last twenty (20) student school days unless the employee completes the entire school year, including required days following the student contact days.

## **ARTICLE X RETIREMENT**

Section 1. Tax Sheltered Annuities: Food service employees shall be eligible to participate in a tax sheltered annuity plan on an optional basis as established pursuant to Minnesota statute 123.35, Subd. 12, subject to limitations provided for in School Board policy.

Section 2. Early Retiree Insurance: Any employee who is a participant in the School District's health and hospitalization insurance plan as described in Section 1 or Article VII and who retires following thirty years of employment in the School District, or following fifteen years of employment in the School District and attaining age of 55, may continue the health and hospitalization coverage she/he had at the time of retirement until age 65. The employee will pay the entire cost of the premium for this coverage.

## **ARTICLE XI 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 Board 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, supervisor, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in his behalf in accordance with State Statute.

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 week days not designated as holidays in this Agreement.

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: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the school board's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within ten days (10) after the date the event giving rise to the grievance occurred, or the employee had reasonable knowledge thereof. 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 hereinafter 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 Board's designee.

Section 5. Designation of Board Representative: It shall be the duty of the School District to post notice of the School Board representative designated to handle grievances at any particular level. If the School District fails to post such notice, the employee may serve any notices required by the grievance procedure on the Coordinator of Food and Nutrition Services.

Section 6. Adjustment of Grievance: The School Board and/or designee 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 his/her supervisor, the supervisor shall give a written decision on the grievance to the parties involved within ten days (10) 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 Director of Special Education, provided such appeal is made in writing within ten days (10) after receipt of the decision in Level I. If a grievance is properly appealed to the Director of Special Education, the Director of Special Education or his/her designee shall set a time to meet regarding the grievance within ten days (10) after receipt of the appeal. Within ten days (10) after the meeting, the Director of Special Education 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 Superintendent of Schools or his/her designee provided such appeal is made in writing within ten days (10) after receipt of the decision in Level II. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time to hear the grievance within fifteen days (15) after receipt of the appeal. The date and time will be designated. Within ten days after the meeting, the Superintendent or his/her designee shall issue his/her decision in writing to the parties involved.

Section 7. 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 intention to review within ten days (10) 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 affirm, reverse or modify such decision.

Section 8. Denial of Grievance: Failure by the School Board or its representative to issue a decision within the time periods provided herein including observance of dates and time of meetings shall constitute a denial of the grievance and the employee may appeal it to the next level.

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 within ten days (10) 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 the proper submission of a grievance under the terms of this procedure, the parties shall, within five days (5) 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 Bureau of Mediation Services to appoint an arbitrator, pursuant to the P.E.L.R.A., providing such request is made within ten days (10) after request for arbitration. The request shall ask that the appointment be made within 20 days (20) after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

a. Upon appointment of the arbitrator, the appealing party shall within five days (5) after notice of appointment forward to the arbitrator, with a copy to the School Board, the submission of the grievance which shall include the following:

1. The issues involved.
2. Statement of facts.
3. Position of the grievant.
4. The written documents relating to Section 5 of the grievance procedure.

b. The School Board may make a similar submission of information relating to the grievance either before or at the time of the hearing. If the School Board submits information to the arbitrator in advance of the hearing, a copy of such information will be simultaneously submitted to the unit.

Subd. 5. 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 on the merits of the original grievance.

Subd. 6. Decision: The decision by the arbitrator shall be rendered within twenty (20) 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 provided by the P.E.L.R.A. of 1971, as amended.

Subd. 7. 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 connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 8. Jurisdiction: The arbitrator shall only have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator and only pursuant to the terms of this procedure, the terms of this Agreement and the provisions of P.E.L.R.A. of 1971, as amended. 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.

## **ARTICLE XII DISCIPLINE, DISCHARGE AND PROBATIONARY PERIOD**

Section 1. Probationary Period: An employee shall, under the provisions of this Agreement, serve a probationary period of 60 days worked 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 provision of the contract alleged to have been violated.

Section 2. Probationary Period: Change of Assignment: In addition to the initial probationary period, an employee transferred or promoted to a different assignment shall serve a new probationary period of 40 days worked in any such new assignment. During this 40-day probationary period, if it is determined by the School District that the employee's performance in the new assignment is unsatisfactory, the School District shall have the right to reassign the employee to his/her former assigned hours in his/her former assignment or similar assignment.

Section 3. Progressive Discipline: The parties to this Agreement recognize both the concept of progressive discipline and the fact that accelerated disciplinary actions, including suspension and discharge, may be warranted in instances involving severe or repeated misconduct. An employee who has completed the probationary period may be suspended without pay, discharged or disciplined only for cause.

Section 4. Representation: An employee who has completed the probationary period and is suspended without pay, discharged or otherwise disciplined, shall have access to the grievance procedure.

## **ARTICLE XIII**

**DURATION**

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2004, through June 30, 2006, and thereafter until modifications are made pursuant to the P.E.L.R.A. of 1971, as amended, except that increments shall not be advanced until a new Agreement is finalized and approved for the next negotiation period. If either party desires to modify or amend this Agreement commencing on July 1, 2006, it shall give written notice of such intent no later than May 1, 2006. 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, complete agreement between the School Board and the exclusive representative representing the food service employees of the District. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to the current contract term, 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 circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

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

For:  
MINNESOTA TEAMSTERS PUBLIC  
AND LAW ENFORCEMENT EMPLOYEES

For:  
INDEPENDENT SCHOOL DISTRICT 196  
ROSEMOUNT, MINNESOTA

\_\_\_\_\_  
Business Representative

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Steward

\_\_\_\_\_  
Clerk

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Steward

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Steward

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Steward

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(Date)

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(Date)