

**EDUCATION MINNESOTA BRAINERD  
FOOD SERVICE ESP**

**AND**

**BRAINERD PUBLIC SCHOOLS, ISD 181  
Brainerd, MN**

**2023-2025**

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**ARTICLE I  
PURPOSE**

**Section 1. Parties:**

THIS AGREEMENT, entered into between Brainerd Public Schools, Independent School District No.181, hereinafter referred to as the employer, and the Education Minnesota Brainerd Food Service ESP, Education Minnesota, AFT, NEA and AFL-CIO, 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 the P.E.L.R.A. of 1971, to provide the terms and conditions of employment for all employees employed as Food Service employees during the duration of this agreement.

**ARTICLE II  
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

**Section 1. Recognition:**

In accordance with P.E.L.R.A. of 1971 as amended, the employer recognized Education Minnesota Brainerd Food Service, Education Minnesota, NEA, AFT, and AFL-CIO as the exclusive representative for employees employed as Food Service employees in Independent School District No. 181, 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 such employees of the District contained in the appropriate unit as defined in Article III, Section 2, of this agreement and the P.E.L.R.A. of 1971 as amended, and in certification by the Director of Mediation Services, if any.

**Section 3. Non-Discrimination:**

The Employer and the Union agree that Independent School District 181, Brainerd Public Schools, shall not discriminate based on race, color, national origin, sex or disability.

**ARTICLE III  
DEFINITIONS**

**Section 1. Terms and Conditions of Employment:**

Shall mean the hours of employment, the compensation therefore including fringe benefits, except retirement contributions or benefits, and personnel policies affecting the working conditions of the employees. The terms are subject to the provisions of P.E.L.R.A. regarding the rights of public employers and the scope of negotiations.

**Section 2. Description of Appropriate Unit:**

For the purpose of this agreement, the phrase "all employees employed as Food Service employees" shall mean all persons in the appropriate unit employed by the employer in such classifications excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed 14 hours per week or 35 percent of the normal work week in the employees bargaining unit or employees who hold positions of temporary or seasonal character for a period not in excess of 67 working days in any calendar year.

**Section 3. Other Terms:**

Terms not defined in this agreement shall have those meanings as defined by the P.E.L.R.A. of 1971, as amended.

**ARTICLE IV  
EMPLOYEE'S RIGHTS**

**Section 1. 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 of such unit with the employer.

**Section 2. Request for Dues Check Off:**

Employees shall have the right to request and be allowed dues check off for the exclusive representative, provided that dues check off and the proceeds thereof shall not be allowed any employee organization that has lost its right to dues check off pursuant to P.E.L.R.A. Upon receipt of a properly executed authorization card of the employee involved, the employer will deduct from the employee's paycheck the dues that the employee has agreed to pay the employee organization during the period provided in said authorization.

Dues deductions shall be made each month and transmitted to the designated organizations together with a list of names of the employees for whom the deductions were made. Written notice shall be given by the employer to the exclusive representative within a reasonable time after receipt of such a request from the employee.

**Section 3. Probationary Period:**

The probationary period for a Food Service employee shall be three months or 60 workdays, whichever is greater. During the probationary period the Food Service employees who are not doing satisfactory work will be counseled by their immediate supervisor and be given an opportunity to correct their deficiencies before being released from their position.

**Section 4. Probation for New Position:**

When an employee transfers to a new position the employer shall have forty-five (45) working days to evaluate the employee in the new position to decide if the employee stays in the new position or is transferred back to their old position or a similar or equivalent position.

**Section 5. Just Cause:**

After the probationary period a Food Service employee will only be disciplined or discharged for just cause. Employees may be dismissed or placed on unrequested leave, only for just cause and any of the following reasons shall be considered just cause.

1. Insubordination and lack of cooperation.
2. Use of intoxicating liquors and/or non-prescription drugs, which interferes with the employee's performance of his/her duty and reflects discredit to the school.
3. The commission of any criminal offense or any offense involving moral turpitude.
4. Any other cause, which may be made a ground for dismissal by applicable statutes of the State of Minnesota.
5. Inefficiency or inability to meet acceptable standards of work and/or items of similar gravity.

**Section 6. Unrequested Leave:**

Budget cutbacks or building closure. In the event of layoffs, the one last hired would be the first laid off. The Director of Nutrition Services will have the right to place employees in jobs where most qualified. Individuals who have been laid off shall be eligible for recall for a period of two years. The individual employee shall be responsible for keeping the employer informed as to current residence address during the period in which the employee is on lay off.

Employees on unrequested leave retain their original seniority date. Employees placed on the recall list shall have the right to stay on the recall list for two years even if they are offered a position with the same pay and the same number of hours. The most senior employees will have the right to keep their job or similar job with the same number of hours.

**Section 8. Seniority List:**

There shall be a seniority list established no later than January 15, of each school year and posted on the staff bulletin board in each building within the District. Each individual shall have 15 working days for review of the seniority list, after which time the list will be considered final. The seniority list referenced here and in other sections of this contract unless otherwise noted only lists the names of the Education Minnesota Brainerd Food Service Employees.

1. To be eligible for the seniority list, an employee must have three months (60 working days) of tenure as a Food Service employee in School District No. 181.
2. The parties agree that seniority will be the determining factor in lay-offs and recalls. When all other factors are equal, seniority will be the determining factor in position assignments. Staff members that are lowest in seniority will be the first laid off and the last to be recalled or to be considered for position reassignments.
3. The Board will be responsible for formulating and keeping the seniority list current.
4. Individuals hired on a long term or short-term substitute basis, or any other position where an incumbent has a right to that position will not be eligible for the seniority list.
5. Persons shall forfeit seniority upon termination of employment or re-employment at a later date.
6. In the event of a tie in seniority, the tie will be broken based on the following criteria in rank order.
  - a. Preference will be given to the employee with the most years of employment with Brainerd School District in any capacity.
  - b. Preference will be given to the employee the most years of prior experience as a Food Service employee in other school districts.
  - c. If a tie still exists, the school district shall have the discretion to select the employee(s) who will be laid off based on, performance, training and experience, skills in special assignments and other relevant factors.

**Section 9. Vacancy/Transfer:**

Any vacancy or newly created position shall be posted in each department where employees work with an email notification of the posting sent to the Union President. Such notice shall be posted on the recruitment platform for at least five working days, and all interested applicants shall submit their application within the five-day period. Whenever possible, the vacancy shall be filled from among the present employees, giving first consideration to qualification for the job and seniority. If it becomes necessary in making promotions to bypass an employee in seniority, reasons for said denial shall be given in writing for such employee with a copy to the union.

**Section 10. Uniforms:**

Brainerd Food Service employees will receive a \$100 uniform allowance annually. The year runs from July 1<sup>st</sup> to June 30<sup>th</sup>. Uniforms may be purchased and employees are required to provide a receipt from an approved company to receive reimbursement. Safety-designed footwear will also be reimbursed to employees, as needed, up to \$100. Employees will be required to wear, and shall only wear the safety footwear during their respective duty day.

**ARTICLE V  
EMPLOYER'S RIGHTS**

**Section 1. Inherent Managerial Rights:**

The exclusive representative recognized that the employer 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 or personnel.

**Section 2. Management Responsibilities:**

The exclusive representative recognized the right and obligation of the employer 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.

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**Section 3. Effect of Laws, Rules and Regulations:**

Employer's and employee's rights shall be contained in P.E.L.R.A. of 1971, as amended, and all management rights and functions not expressly delegated are reserved to the board.

**ARTICLE VI  
RATES OF PAY**

**Section 1. Placement on Salary Schedule:**

The general practice will be to start all new employees on the first step of the wage schedule in the respective responsibility level. New employees may be placed on Step 2 if he or she has current ServeSafe certification at the time of hire and/or two years of school district food service experience or equivalent commercial cooking experience. Post secondary education in a related field can also qualify a new hire for step 2 placement.

**Section 2. Pay Procedures:**

Employees are paid on the 15th and the 30th of each month. Cut-off dates are the 15th and the last day of the month. Therefore, paychecks will not include days worked after the cut off dates.

**Section 3. Education:**

1. Food Service employees are required to take ServSafe class 12 credit hours by the end of the first year of employment. Employees not completing this course will not be allowed to advance to the certified salary schedule.
2. Present employees whose status changes from certified to non-certified will move to the non-certified salary step of that current level.
3. As employees advance from non-certified to certified employees, the Food Service office will assist employees. As employees receive his/her certificates, it is the responsibility of the employee to bring certificates to the Food Service office for copying. The Food Service office will forward the certificates to District #181 payroll. The increase in pay will be effective on the award date, dated on the certificate.
4. The school district will pay for all required courses and training time (class time) while non-certified. The school district will pay for the time spent for renewal hours. This is done through an annual cook workshop and ServSafe renewal course). Any renewal hours outside of the cook workshop and ServSafe class the district provides must be preapproved by the Director of Nutrition Services.

**Section 4. Brainerd Professional Educational Plan:**

**New Employees/Non-Certified:**

For new or non-certified employees to move to certified status, the following training requirement must be completed:

<b>Food Manager Certification (ServSafe)</b>	<b>12 credits</b> (classroom only)
USDA Professional Standards Training	6 credits
<b>TOTAL MINIMUM CLOCK HOURS</b>	<b>18 Credits</b>

Uncertified new hires: training opportunities are offered throughout the year.

- New Staff hired after September 1st-- USDA professional standards training occurs in the kitchen, through required training modules and if needed in the food service office

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- The Food Manager certification course is offered by the district twice a year. A passing grade is required to receive an MDH license. If after two (2) ServSafe classes are offered and a pass rate is not achieved, the non-certified staff member will be ineligible for district funded ServSafe courses. The food service employee can attend a ServSafe manager class and receive certified wage status but the class and time logged would be not be paid by the district.

### **Certified Employees:**

- Certified employees must hold a current MDH license and attend a renewal class every 3 years to maintain license status. It is the responsibility of the certified employee to track their expiration date and attend a provided class before their license expires. If renewal training is not completed, food service employees are at risk of losing certified status.
- Certified employees must participate in 6hrs of yearly USDA professional standards training. Key areas may include Nutrition, Operations, Administration and Communications and Marketing.
- If a current staff member misses the annual mandatory staff training event held in August, they may attend USDA professional standards training in January. If training is not completed, Food Service employees are at risk of losing certified status.

### **Section 5. Wage Deductions:**

United Way pledges are withheld if the employee desires. Tax sheltered annuities are withheld for those who arrange it, according to district policy.

### **Section 6 Overtime:**

Overtime pay will commence at a rate of time and one-half after forty (40) hours per week for hourly and monthly paid employees working on regular assigned duties. Prior approval from the Director of Food Service is necessary for regular duty overtime hours.

### **Section 7 Special Events:**

Special Events such as banquets, will be paid at a rate of time and one-half for school functions or double time for non-school functions. The administration will determine the special event category. All events held on Sunday shall be at double time pay.

Food Service employees are selected to work special events using a rotation schedule based on the hire date of all employees working in the kitchen where the special event is held. Host site staff will receive the first option to work the event. The Head Cook at the host site will maintain rotation documentation and have it posted.

When additional employees are needed beyond the host site's ability to provide, the Director of Nutrition Services will select workers using the District Food Service hire list. Selection will follow a rotation schedule starting annually with the most senior hire. The Director of Nutrition Services will maintain the rotation schedule for the file.

If a change occurs and fewer employees are needed than first anticipated, the last person on the rotation list will be the first person cut for the event.

## **ARTICLE VII GROUP INSURANCE**

### **Section 1. Selection of Carrier:**

The selection of the insurance carrier and policy shall be made by the employer.

### **Section 2. Eligibility:**

Fringe benefits shall apply to Food Service personnel hired at least 20 hours per week. Personnel working under the Vocations Work Study Program or other part-time student help will in no instance be eligible for benefits.



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**Section 3. Health Insurance:**

The Employer shall pay the monthly contribution for single or family coverage at the same amount and formula as the teachers for the same policy as the teachers for each full-time employee covered by this agreement who qualifies for the School District's Group Health Medical Plan.

- District contributions to Plans G and H will first be applied to the premium then any overage will be directly deposited into the applicable tax advantaged account (HSA/HRA)

In order to qualify for family coverage, the eligible employee must have a spouse or eligible dependent children or both. A description of the coverage offered is available in the Human Resources Department. Employee contributions for the twelve-month period will be spread over nine months.

Subdivision 1. Beginning on September 1, 2010, for each full-time employee (full-time employees are those working 32-40 hours per week) covered by this agreement who qualifies and participates in the District's Group Health Medical Plan the Employer shall pay the monthly contribution for single or family coverage at the same amount and formula as the teachers for the same policy as the teachers. Single coverage rates apply at the same amount and formula as the teachers for those qualifying employees working 20 hours or more per week.

For employees working 20-25 hours per week the District's contribution for family coverage will be 73% of the District's contribution for full-time employees.

For employees working 26-31 hours per week the District's contribution for family insurance will be 80% of the District's contribution for the employees working 32 to 40 hours per week. The employee is responsible for any amount beyond the District contribution and is paid by the employee through payroll deduction.

Subdivision 2. Employee-Married-Employee: Any employee covered by this agreement and eligible for Health and Hospitalization Insurance that is married to another District 181 employee (currently employed with a minimum of a 60% contract) would be eligible for one fully paid family plan or two fully paid single plans (if there are no legal dependents) for Plan B or Plan C, or a \$2,014 monthly contribution paid toward a family Plan G or H.

Subdivision 3. Leaving School District: Upon termination of employment or loss of insurance eligibility, the employee will be offered an extension of insurance coverage according to the provisions of applicable state and federal law.

Subdivision 4. Unpaid Status: Employees participating in the District's insurance program who are on unpaid status for five consecutive workdays will, beginning on the sixth day, lose the District's participation in coverages. Deductions will be computed as follows:

$$\frac{\text{District Cost of Insurance}}{182 \text{ Days}} = \text{Daily Rate}$$

**AVAILABLE HEALTH PLANS**

- Plan B - \$300 per person / \$500 per family
- Plan C- \$1,000 per person / \$2,000 per family
- Plan G - \$3,000 per person / \$6,000 per family with HSA
- Plan H - \$4,000 per person / \$8,000 per family with HRA

Section 4. Long Term Disability Insurance:

Long Term Disability Income Protection, for employees working 20 hours or more, is also provided by the School District. The School Board will participate in a long-term disability insurance program by paying 100 percent (100%) of the annual premium. The income of the employee who becomes disabled from sickness or accident will be insured after 60 consecutive calendar days to the extent of 70% salary with the following conditions:

- 90-day elimination period has been met
- Long-term disability benefits have been approved

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- Paid leave time has been exhausted

Benefits to disabled employees will be determined and paid as described in the long-term disability policy. Benefits will include \$500 per month, for up to 17 months for health insurance. The employee must be on and retain ISD 181's health plan in order to qualify for the \$500 per month long term benefit.

### **Section 5. Life Insurance:**

Term Life Insurance in the amount of \$50,000 with an accidental death and dismemberment rider is also provided for all personnel who work 20 hours or more per week.

### **Section 6. Worker's Compensation:**

The Worker's Compensation Laws of the State of Minnesota make it mandatory for the School District to purchase insurance to protect you in the event of injury while performing your duties. All expenses in connection with an injury plus part payment in lieu of lost salary are payable from this service. All injuries must be reported to the Director of Nutrition Services immediately, within 24 hours of the injury, whether you feel medical attention will be required or not.

### **Section 7. Retiree Health Insurance:**

For employees hired prior to March 1, 2010, upon retirement, between the ages of 60 and 64, with at least 15 years of service, the District's contribution for single health insurance will be determined by the amount in place at the time of retirement, with the balance of the cost for single or family coverage to be paid by the retiree until the retiree becomes eligible for Medicare or a maximum of 5 years, whichever occurs first. An employee who retires before the age of 60 will qualify for the District's contribution if they retire under the Rule of "90" (full PERA retirement as defined by state statute) and have at least 15 years of service and at least 55 years old, the District's contribution for single health insurance will be determined by the amount in place at the time of retirement, with the balance of the cost for single or family coverage to be paid by the retiree until the retiree becomes eligible for Medicare or a maximum of 10 years, whichever occurs first.

Employees hired after March 1, 2010 will not receive a defined health insurance benefit at the time of retirement under current retirement qualifications. Rather, employees hired after March 1, 2010 and working 35-40 hours/week will receive a defined contribution from the District for a period not to exceed 22 consecutive years, following the schedule below:

Years 0 – 3: \$0/year  
Years 4 – 15: \$800/year  
Years 16 – 25: \$1,600/year

Employees working between 26-34 hours per week will receive 80% of the amounts in the above schedule. Employees working between 20-25 hours per week will receive 72% of the amounts in the above schedule. Beginning in the 4th consecutive year of employment, contributions will be made to eligible, active employees and contributed to the School District sponsored Retiree Health Reimbursement Arrangement, (HRA) on behalf of the eligible employee in June of each year. An employee will become vested in School District contributions and accrued interest upon successful completion of their 15th year of service. If separation of service occurs prior to completing 15 years of service, any District contributions will remain with the district to be used to offset any current and or future District liabilities. Upon becoming vested in the account and upon separation of service, disbursements for the reimbursement of eligible expenses are governed in accordance with IRS rules and regulations.

### **Section 8. Dental Insurance:**

This Bargaining Group shall have access to the non-certified dental insurance offered by the employer at their own cost. There will be no District contribution toward the monthly dental premium. All premiums due for the non-certified dental insurance are the responsibility of the employee and shall be collected through a payroll deduction.

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**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 benefit by an insurance carrier.

**ARTICLE VIII  
LEAVES**

**Section 1. Sick and Safe Leave:**

Nine days of sick leave are earned per year at the rate of one day per month worked and is accumulative to an unlimited number of days.

Subdivision 1. Use:

Sick and safe leave with pays shall be allowed whenever an employee's absence is necessary for the following reasons:

- The employee's mental or physical illness, treatment or preventive care;
- A family member's mental or physical illness, treatment or preventive care;
- Absence due to domestic abuse, sexual assault or stalking of the employee or a family member;
- Closure of the employee's workplace due to weather or public emergency or closure of a family member's school or care facility due to weather or public emergency; and
- When determined by a health authority or healthcare professional that the employee or a family member is at risk of infecting others with communicable disease.

Sick and safe leave may be used for the care and support of an employee's

1. Child, including foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parentis (in place of a parent);
2. Spouse or registered domestic partners;
3. Sibling, stepsibling or foster sibling;
4. Biological, adoptive or foster parent, stepparent or person who stood in loco parentis (in place of a parent) when the employee was a minor child;
5. Grandchild, foster grandchild or step-grandchild;
6. Grandparent or step-grandparent;
7. Child-in-law or sibling-in-law;
8. Any of the family members listed in 1 through 9 above of an employee's spouse or registered domestic partner;
9. Any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and
10. Up to one individual annual designated by the employee.

These provisions are pursuant to MN statutes 181.940 et. seq. If changes occur in statute that are not in alignment with contract statements, the statute will prevail.

**Section 2. Wellness Program.**

Employees may be eligible for sick leave buy-back based on their unused sick leave balance and their annual usage. The number of days to be repurchased by the District and paid to the employee will be based on:

1. The employee's lowest balance of available hours of sick pay during the preceding year; September 1<sup>st</sup> of the previous year through August 31<sup>st</sup> of the present year, and
2. The employee must use no more than five (5) sick leave days during the same time period.
3. This pay shall be paid out once per year on the first pay period in December. The number of days repurchased by the District will then be reduced from the employee's sick leave balance. The employee's current straight time rate of pay will be used to calculate the additional pay.

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Employees who have maintained an unused sick leave balance as below and have used no more than five (5) sick leave days in the preceding year, September 1<sup>st</sup> through August 31<sup>st</sup>, Shall have the following number of sick leave days repurchased/paid.

250 hours	1 day
400 hours	3 days

**Section 3. Personal Leave:**

At the beginning of each school year, each Food Service employee shall be credited personal leave based on the years of service to the school district. Personal day(s) accrual will be based on the number of hours assigned to the position(s). Personal days will be prorated based on the start date.

- 0-3 years of service: two (2) days per year, cumulative to three (3) days
- 4-7 years of service: four (4) days per year, cumulative to five (5) days
- 8+ years of service: five (5) days per year, cumulative to seven (7) days

If the employee occasionally works beyond the assigned hours for any reason, they will not receive personal leave accrual on the hours worked beyond their assignment(s). Employees are not allowed to use personal days during any summer employment offered. Food Service employees planning to use personal leave shall notify her/his supervisor as early as possible, but at least three (3) days in advance except in an emergency. No more than one (1) Food Service employee per building can utilize personal leave on any day unless approved by the Director of Nutrition Services. Food Service employees must use personal leave time before taking unpaid time off.

**Section 4. Child Care Leave:**

A childcare leave for a minor child will be granted to any Food Service employee that requests such a leave at least 30 calendar days prior to the leave commencing. The request will indicate the length of leave requested. Each childcare leave shall be 12 months or less in duration. Childcare leave is without pay unless occasioned by the birth of a child. Following childcare leave the Food Service employee shall be reinstated to his/her original job or to a position of like status and pay. The Food Service employee shall retain all seniority, salary, and fringe benefits, which she/he had accrued prior to taking the leave. If the childcare leave is unpaid the Food Service employee will still be eligible to continue to participate in the group insurance plans.

**Section 5. Child Birth Leave:**

A child birth leave will be granted to a Food Service employee upon request and a medical certificate from a doctor indicating anticipated date of birth and approximate length of disability due to the pregnancy and child birth. Child Birth Leave is paid if the Food Service employee has an adequate number of sick leave days. Following child birth leave the Food Service employee shall be reinstated to her original job or to a position of like status and pay. The Food Service employee shall retain all seniority, salary, and fringe benefits, which she had accrued prior to taking the leave. If the child birth leave is unpaid the Food Service employee will still be eligible to continue to participate in the group insurance plans.

**Section 6. Adoption Leave:**

The School District, upon proper application, shall grant adoption leave to Food Service employees. Such adoption leave shall not exceed twelve (12) months in duration. If the adoption occurs during the school year, the Food Service employee will be allowed to use up to twenty-five (25) accumulated sick leave days for the adoption.

Following adoption leave the Food Service employee shall be reinstated to his/her original job or to a position of like status and pay.

The Food Service employees shall retain all seniority, salary, and fringe benefits, which she/he had accrued prior to taking the leave.

If the adoption leave is unpaid the Food Service employee will still be eligible to continue to participate in the group insurance plans.

**Section 7. Funeral Leave:**

Employees may be granted up to five (5) days leave for making arrangements/attending a service for a death in the employee's immediate family. Immediate family is defined as the employee's spouse, children, stepchildren, mother, father, stepparents, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, and grandchildren of the employee or employee's spouse, or other relatives living in the same household of the employee. These days will not be deducted from the employee's sick leave.

Up to a three (3) day leave may be granted for friends or relatives not listed above subject to prior approval by the Director of Nutrition Services or his/her designee with the days subtracted from sick leave accumulation. Additional leave may be granted at the discretion of the Director of Nutrition Services or his/her designee. At the time of use, the employee must notify the Director of Nutrition Services or his/her designee of the name of the person whose funeral the employee will be attending, the relationship, the date and location of the funeral.

It is requested that time off for funerals of friends should be limited to 1/2 day if the funeral is in the city of Brainerd.

Abuses of the privileges established for necessary absence will result in cancellation of all remaining unused days.

**Section 8. Emergency Leave:**

An employee may be excused without loss of pay to appear in court, or for other demanding personal reasons at the discretion of the Superintendent or his/her designate.

Requests for emergency leave are to be submitted to the Superintendent of Schools or designee. Granted leave may be subtracted from sick leave depending on the situation considered.

**Section 9. Jury Duty:**

An employee may be excused without loss of pay to serve on a jury. In the event of jury duty, all sums received by the employee as reimbursement from the County (except mileage reimbursement) will be provided to the School District.

**Section 10. Request for Leaves:**

All leaves of absence, including funerals, court appearances, etc. should be recorded on the respective time sheet that is submitted to the payroll office. Up to 5 days off without pay must be approved by the Head Cook and the Food Service Supervisor. Requests for more than 5 days off must be submitted in writing at least a week in advance for approval by the Director of Nutrition Services.

**Section 11. Reporting Absences:**

All absences must be reported to the person for whom you work, or in the event of their absence, to the Food Service Supervisor. These reports should be made at least 1 hour before regular working time so a substitute worker can be procured. In an emergency, notification should be made as soon as possible. All absences should be recorded.

**Section 12. Medical Leave of Absence:**

Leave of absence may be granted for medical reasons for a period of time not to exceed one (1) year. Such leave of absence must be approved by action of the School Board unless otherwise covered under the provisions of the Family and Medical Leave Act (FMLA).

**Section 13. Unpaid Leave:**

Where it does not seriously disrupt operations or create a vacancy for which the District cannot secure an adequate replacement, a Food Service employee may take a maximum of five (5) days in a school year at a full daily rate deduction. These days shall be non-cumulative and will only be available for unit employees earning less than five (5) days per year of personal leave.

Subdivision. 1. Five (5) days is the maximum any employee may be away from work at full salary deduction. The only exception to this is for unusual circumstances that would be approved only by the authorization of the Building Supervisor.

Subdivision. 2. Employees who takes more than five (5) days without approval will be subject to disciplinary action.

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Subdivision 3. An employee must submit a written request for unpaid leave (deduct) days to the Building Supervisor at least three (3) working days prior to the start of the leave except in cases of emergency. The request must state the dates, purpose and identify if there will be any other deduct time needed for the remainder of the school year.

### **Section 14. Union Business Leave:**

Union members will be granted leave with pay to conduct matters of union business at the regional or state level. The total of all leaves with pay will not exceed a total of two (2) days for the unit.

## **ARTICLE IX HOURS OF SERVICE, WORK DAY, AND WORK YEAR**

### **Section 1. Lunch Breaks:**

All 4-5-6-7 hour employees shall have a paid lunch period. This time shall amount to 20 minutes daily and can be interrupted if necessary by the Head Cook to have foods given proper attention. Work should be planned so this is a rare event.

### **Section 2. Coffee or Rest Breaks:**

Only 7-hour employees shall receive a total of 30 minutes daily for breaks. This may be taken in two 15-minute breaks. These breaks should be taken at the managers suggested times. These are intended as rest periods and therefore employees should use these at appropriate times and not at the end of the day - unless otherwise arranged with your supervisor. Employees are to remain in the building during these breaks. All employees working at least 5 but less than 7 hours shall receive a total of 15 minutes daily for breaks. This is intended for a rest break and therefore should be taken at an appropriate time. Other employees receive no paid break, outside of sufficient time to use the restroom, and must come in 15 minutes early or stay 15 minutes longer if a break with the other employees is desired.

### **Section 3. Length of Work Year and Day:**

Food Service employees will work the time designated by their supervisor and be on a regular hourly schedule including the designated teachers' workshop and in-service days

Teacher in-service days will be paid at the employee's regular rate and as scheduled work days. Host site employees will have the first option for work during workshop or in-service days when school events are planned or during Fun 'N' Friends sessions.

### **Section 4. Inclement Weather**

The School Board recognizes that an individual exercised his or her own prerogative in establishing a residence, and if the location of such residence is a factor in preventing the employee from fulfilling the obligations of his/her employment, such absence from regular duty is not to be considered a responsibility of the School Board. In the event of a snow day, Food Service employees will not report to work. If the student day is not scheduled to be made up on a different duty day, the employee may use a sick leave day (ESST) for the absence. In the event no sick leave is available, the employee must use a personal leave day prior to unpaid leave. If employees report for work and school is closed the employee will be paid for at least three (3) hours.

The Superintendent or District designee may direct Food Service employees to leave for the day due to inclement weather conditions. To ensure our students return home safely, staff will be required to remain present until busing is cleared and until the building has received direction from the District Office, not to exceed the length of scheduled shift.

The District understands that inclement weather creates a situation outside of the employee's control and is of a short duration. In the event that the Superintendent or District designee releases Food Service employees prior to the completion of his or her scheduled shift, the District agrees to compensate the employee for all contracted hours of the day.

### **Section 5. Temporary Transfer:**

The District has the right to temporarily transfer a Food Service employee to another site when a Food Service employee is on leave for 5 days or less.

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If working as a replacement cook manager, a Food Service employee will receive an additional \$1.50 per hour starting on the first day.

### **ARTICLE X SEPARATION**

Two weeks notice of intention to resign should be given by an employee.

### **ARTICLE XI HOLIDAYS**

#### **Section 1. Holidays**

Employees will receive pay for the following holidays:

Labor Day

Thanksgiving

Day after Thanksgiving

Christmas Eve Day

Christmas Day

New Year's Day

Good Friday

Memorial Day

July 4 (Only for those Food Service employees working the summer session.)

#### **Section 2. Hourly Employees:**

1. Hourly employees are paid the holiday if they remain in paid status on either the day before or the day after the holiday. Paid holiday hours will equal the hours worked and are to be approved by the head cook and submitted on the payroll time sheet. If an employee on short hours has worked five consecutive days at the longer hours he/she will receive the longer hour pay for the holiday pay when approved by the head cook. The payroll office must be notified of the change in weekly hours in this occurrence.
2. If a staff member is ill the working day before or the working day after a paid holiday, a physician statement may be required.
3. If a staff member is ill the entire workweek, which contains a holiday, a physician's statement may be required.
4. Paid hours will equal regular work assignment hours only if the employee is in paid status on the scheduled work day before or after the respective holiday.

### **ARTICLE XII 403(B) ANNUITY MATCHING PROGRAM**

All Food Service employees will be eligible to participate in the 403(B) Annuity Matching program.

#### **Section 1. Food Service Employee Match:**

Eligible and participating Food Service employees must elect to participate in the 403(b) Annuity Matching program pursuant to the Annuity Plan requirements at the beginning of the plan year.

Effective July 1, 2012, The District's contribution will be \$390 a year beginning in the fourth year of employment. Beginning the ninth year of employment the District's contribution will be \$630 a year. The District will make the forgoing matching contribution to only those Food Service employees choosing to participate in an approved Food Service employee's 403(b) annuity account offered by the District. The District's matching contribution will be dollar-for-dollar as required under Minnesota Statutes Section 356.24. Food Service employees may contribute any dollar amount in excess of the maximum yearly district match, but the annual limit on the amount individual employees may contribute to his/her 403(b) annuity account shall be governed by the applicable sections of the Internal Revenue Code and Regulations.

The Food Service employee's elected contribution for the plan year (September 1 to the following August 31) shall be divided and withheld equally over the pay periods for the plan year.

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### **Section 2. Approved Plans:**

The District will make matching contributions only to annuity plans offered by vendors mutually agreed to by the School District and Education Minnesota Brainerd. This is the list of vendors that have been agreed to by Education Minnesota Brainerd Food Service and District 181 that are eligible to receive contributions from employees and the employer: AIG, Aspire, Educators Financial Services, Inc., Fidelity Direct, Thrivent Financial and Ameriprise.

These vendors will be incorporated into the 403(b) plan document required by the IRS.

### **Section 3. Election:**

Eligible and participating employees must make application for participation in the 403(b) annuity matching program each year by September 1 for that school year. The plan year shall be from September 1 to the following August 31. Once an eligible employee elects to participate in the 403(b) annuity matching program, said election is irrevocable for that plan year and will continue each subsequent year unless modified by the employee who must notify the District and annuity carrier.

### **Section 4. Death of a Food Service participant:**

If a Food Service employee participant dies before retirement, the employee's 403(b) annuity account shall be given to his/her designated beneficiary, if any, otherwise to his/her estate.

### **Section 5. Leaving the District:**

Food Service employees who, for whatever reason, leave the service of the School District prior to retirement shall retain ownership of District contributions and personal contributions made on their behalf to the date of separation. The District shall retain no current or future liabilities for said investment programs as a result of the severing of service.

### **Section 6. Applicable Laws:**

The 403(b) annuity matching program of Independent School District No. 181 and/or the District is subject to the Laws of the State of Minnesota, Minnesota Statutes Section 365.24 and the Internal Revenue Code. 26 U.S.C.@ 403(b). It is understood that the District's only obligation is to make contributions as specified in this Article and that no other claim shall be made against the District pursuant to the Article.

## **ARTICLE XIII 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 employer 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 employer 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:**

Subdivision 1. Extension: Time limits specified in this agreement may be extended by mutual agreement.

Subdivision 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 by state law.

Subdivision 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



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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.

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

### **Section 4. Time Limitation and Waiver:**

Grievance shall not be valid for consideration unless the grievance is submitted in writing by the grievant to the office of the Superintendent of Schools and the exclusive representative, setting forth the facts and the specific provisions of the agreement allegedly violated and the particular relief sought within 15 days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time period's 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 employer's designee.

### **Section 5. Adjustment of Grievance:**

The employer and the employee shall attempt to adjust all grievances, which may arise during the course of the employment of any employee within the School District in the following manner:

Subdivision 1. Level I: If the grievance is not resolved through informal discussions, the employer's designee shall give a written decision on the grievance to the parties involved within 10 days after receipt of the written grievance.

Subdivision 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 his/her designee shall set a time to meet regarding the grievance within 15 days after receipt of the appeal. Within 10 days after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties involved.

Subdivision 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 20 days after receipt of the appeal. Within 20 days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by it 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, notify the parties of its intention to review within 10 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. 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:

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**Subdivision 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 10 days following the decision in Level III of the grievance procedure.

**Subdivision 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 provision.

**Subdivision 3. Selection of Arbitrator:** Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within 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 Bureau of Mediation Services to appoint an arbitrator, pursuant to M.S. 179.70, Subdivision 4, providing such request is made within 20 days after request for arbitration. The request shall ask that the appointment be made within 30 days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

**Subdivision 4. Submission of Grievance Information:**

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

- (1) The issues involved.
- (2) Statements of the facts.
- (3) Position of the Grievant.
- (4) The written documents relating to Section 5, Article XII of the grievance procedure.

(b) The employer may make a similar submission of information relating to the grievance either before or at the time of the hearing.

**Subdivision 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; 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 arbitrator. The proceeding before the arbitrator shall be a hearing denovo.

**Subdivision 6. Decision:** The decision by the arbitrator shall be rendered within 30 days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decision as provided by in the P.E.L.R.A. of 1971, as amended.

**Subdivision 7. Expenses:** Each party shall bear its own expenses in connection with arbitration including expenses relating to the parties' representatives, witnesses and any other expenses, which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses, which the parties mutually agree are necessary for the conduct of the arbitration.

**Subdivision 8. Jurisdiction:** The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this written agreement or to any agreement made supplementary hereto, and shall only rule on those cases that apply to the definition of grievance described in this article.

### ARTICLE XIV DURATION

#### Section 1. Term and Reopening Negotiations:

This agreement, including all attached schedules, shall remain in full force and effect for a period commencing on date of execution through June 30, 2025, and thereafter until modifications are made pursuant to the P.E.L.R.A. of 1971, as amended. 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

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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 employer and the exclusive representative representing the employees. The provisions herein are 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 terms and conditions of employment, whether or not referred to in this agreement, shall not be open for negotiations during the term of this agreement.

**Section 4. Severability:**

The provisions of this agreement shall be severable, and if any provisions thereof or the applications 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 provisions thereof.

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

**EDUCATION MINNESOTA BRAINERD FOOD SERVICE EASRP, EDUCATION MINNESOTA, AFT, NEA and AFL-CIO**

BY Shaun Chisholm - President

BY Virginia Heath Secretary

DATED: THIS 29<sup>th</sup> DAY OF Feb., 2024

**INDEPENDENT SCHOOL DISTRICT NO. 181, BRAINERD, MINNESOTA**

BY [Signature]  
SCHOOL BOARD CHAIR

BY [Signature]  
SCHOOL BOARD CLERK

DATED: THIS 28 DAY OF February, 2024

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**Appendix A  
FOOD SERVICE SALARY SCHEDULE**

**2023-24**

<b>Step</b>	<b>Non Certified</b>	<b>Certified</b>
1	\$13.25	\$14.00
2	\$15.00	\$16.00
3	\$16.25	\$18.00

**2024-25**

<b>Step</b>	<b>Non Certified</b>	<b>Certified</b>
1	\$13.52	\$14.28
2	\$15.30	\$16.32
3	\$16.58	\$18.36

Longevity:

- \$ .40 per hour after 10 years
- \$ .50 per hour after 15 years
- \$ .90 per hour after 20 years

Additional Salary Adjustments

1. Satellite Cook Manager positions will receive an additional \$1.50/hr. additional responsibilities including ordering and work coordination and management of ticketless system with student/family accounts/deposits.

**PROCEDURES**

**RECRUITMENT AND SELECTION**

The District will employ personnel who are interested in good nutrition for the students and who enjoy not only working in food preparation, but also like and have good rapport with the children. Positions will be posted per the contract provisions and determination of qualifications and suitability is at the discretion of the Director of Nutrition Services. All recommendations for hire will be provided to the School Board for final approval.

**TIME SHEETS AND ABSENTEE REPORT**

Each cook should record his/her own time on a daily basis including the use of any paid leave options. Upon submission of time sheet (electronic or manual), the appropriate supervisor will review for accuracy and submit to payroll for processing.