

# **MASTER AGREEMENT**

**between**

**INDEPENDENT SCHOOL DISTRICT NO. 77  
MANKATO, MINNESOTA**

**and**

**MINNESOTA SCHOOL EMPLOYEES  
ASSOCIATION**

**Food Service Employees**



**Effective for the Period:  
July 1, 2022 through June 30, 2024**

Approved by Board of Education  
September 19, 2022

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# MASTER AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT NO. 77  
MANKATO, MINNESOTA

and

MINNESOTA SCHOOL EMPLOYEES ASSOCIATION  
Food Service Employees

## ARTICLE I PURPOSE

**Section 1. Parties:** This Agreement, entered into between the School Board of Independent School District No. 77, Mankato, Minnesota, hereinafter referred to as the School Board, and the Minnesota School Employees Association, hereinafter referred to as the exclusive representative, pursuant to and in compliance with the Public Employees Labor Relations Act of 1971, as amended, hereinafter referred to as P.E.L.R.A. of 1971, to provide the terms and conditions of employment for food service workers 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, the School Board recognizes the Minnesota School Employees Association as the exclusive representative for food service employees of Independent School District No. 77, which exclusive representative shall have those rights and duties 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 and the Director of Mediation Services certification, if any.

## ARTICLE III DEFINITIONS

**Section 1. Terms and Conditions of Employment:** "Terms and conditions of employment" means the hours of employment, the compensation there for including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the employees.

**Section 2. Description of Appropriate Unit:** For purposes of this Agreement, the term food service worker shall mean all food service employees whose employment exceeds one hundred (100) working days per year and the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal work week, excluding confidential and supervisory employees.

### **Section 3. Full-Time Employee:**

**Subd. 1.** A regular full-time employee is one who is scheduled for a workday on a regular basis of at least six (6) hours per day and thirty (30) hours per week.

**Subd. 2.** A regular, less than full-time employee is one who is scheduled for a workday on a regular basis, but for less than six (6) hours per day or thirty (30) hours per week.

**Section 4. Workday:** The workday for an employee shall be the number of hours he/she is regularly scheduled to work. For example, the workday for an employee who is regularly scheduled to work six (6) hours per day shall be equal to six (6) hours.

**Section 5. Probationary Period:** Under the provisions of this Agreement, the probationary period of employment for a food service employee shall be one (1) duty year. For example, the probationary period of employment for an employee who begins work at the start of school in September would continue through the end of school the following June. The probationary period of employment for an employee who begins work at the start of school in January would continue through the end of school the following December. During an employee's probationary period of employment, the School District shall have the unqualified right to suspend without pay, discharge, or otherwise discipline such employee, and during this probationary period of employment the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge, or other discipline are concerned.

## **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, 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. Effective Laws, Rules, and Regulations:** The exclusive representative recognizes that all employees covered by this Agreement shall be governed by the laws of the State of Minnesota and by the 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 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 Board rights and duties shall not be deemed to exclude other inherent managerial rights and management functions not expressly reserved herein, and all management rights and managerial functions not expressly delegated in this Agreement are reserved herein, and all management rights and managerial functions not expressly delegated in this Agreement are reserved to the School Board.

ARTICLE V  
EMPLOYEE RIGHTS

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

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

**Section 3. Request for Dues Check Off:** Employees shall have the right to request and be allowed dues check off for the employee organization of their selection, provided that dues check off and proceeds thereof shall not be allowed any employee organization that has lost its right to dues check off, pursuant to M.S. 179.06A, Subdivision 6, of the P.E.L.R.A. Upon receipt of a properly executed authorization card of the employee involved, the School District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization during the period provided in said authorization. Deductions may be terminated by the employee by giving thirty (30) days' written notice to the School Board business office to stop deductions. Deductions shall be made from each semi-monthly paycheck issued to the employees and transmitted to the designated organizations together with a list of names of the employees from whom deductions were made.

**Section 4. Staff Reduction:** At least thirty days written notice shall be given to any employee who is being terminated by the School District for reasons of staff reduction. Said notice shall include the date of termination and the reason for termination.

ARTICLE VI  
COMPENSATION

**Section 1. Basic Compensation:**

**Subd. 1.** Subject to Section 3, an employee who was on step 1, 2, 3, 4, or 5 during the 2021-22 school year will remain at the same step level for the 2022-23 school year. The hourly rates of pay for the 2022-23 school year are as follows:

**2022-23**

POSITION TITLE	CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Cook Helper	A11	\$13.13	\$13.54	\$13.96	\$14.38	\$14.78	\$15.03
Second Cook	A13	\$14.76	\$15.18	\$15.56	\$15.97	\$16.37	\$16.75
Cook Manager	B21	\$16.79	\$17.21	\$17.62	\$18.04	\$18.44	\$19.00

During the 2022-23 school year, a career increment, based on the following table, will be added to the hourly rate for each eligible employee.

Completed Years of Service	Amount
At least 6 but less than 11.....	\$1.25
At least 11 but less than 16.....	\$1.50
At least 16 but less than 21.....	\$1.75
At least 21 but less than 26.....	\$2.00
At least 26.....	\$2.50

For purposes of this subdivision, any hourly rate increase for a career increment shall begin on July 1 following the completion of the required years of service. In order to count as a year of service, the employee must have been employed on or before December 1.

**Subd. 2.** An employee who was on step 1, 2, 3, 4, or 5 during the 2022-23 school year will remain on the same step level for the 2023-24 school year. The hourly rates for the 2023-24 school year are as follows:

		<b><u>2023-24</u></b>					
POSITION TITLE	CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Cook Helper	A11	\$14.06	\$14.48	\$14.88	\$15.13	\$15.38	\$16.00
Second Cook	A13	\$15.66	\$16.07	\$16.47	\$16.85	\$17.10	\$17.50
Cook Manager	B21	\$18.32	\$18.74	\$19.14	\$19.70	\$19.95	\$20.75

During the 2023-24 school year, a career increment, based on the following table, will be added to the hourly rate for each eligible employee.

Completed Years of Service	Amount
At least 6 but less than 11.....	\$1.25
At least 11 but less than 16.....	\$1.50
At least 16 but less than 21.....	\$1.75
At least 21 but less than 26.....	\$2.00
At least 26.....	\$2.50

For purposes of this subdivision, any hourly rate increase for a career increment shall begin on July 1 following the completion of the required years of service. In order to count as a year of service, the employee must have been employed on or before December 1.

**Subd. 3.** Employees with up to six (6) or more years of food service experience in an institutional or commercial setting may be placed at a step up to and including Step 6 for the appropriate position as determined by the Director of Food Services, the Director of Administrative Services, and the School Board.

**Section 2. Step Advancement:** Step advancements are made only at the beginning of each school year, or upon approval of step advancement in the settlement of a new Master Agreement during negotiations. Employees hired prior to January 15, 2022, under this Agreement shall remain on the same step level on the salary schedule for the 2022-23 fiscal year. Employees hired prior to January 15, 2023, under this Agreement shall remain on the same step level on the salary schedule for the 2023-24 fiscal year.



ARTICLE VII  
EXTRA COMPENSATION

**Section 1. Substitutes:**

**Subd. 1.** When an employee substitutes in a position at a higher classification, the employee's hourly rate shall be adjusted by temporarily moving the employee to the same step on the higher classification. For example, if a Second Cook (Elementary) who is on step 4 of the salary schedule substitutes for a Cook Manager (Elementary) who is on step 6 of the salary schedule, he or she would be paid the hourly rate corresponding to step 4 of the Cook Manager (Elementary) classification for the hours he or she served as a substitute.

**Section 2. Overtime:** Overtime pay (at the rate of time and one-half) will be paid to employees who work more than forty (40) hours in one week (Sunday through Saturday).

Overtime pay will be paid to employees who agree to work outside of regular hours for special events. Work during curriculum or workshop days, or work for special events that occur after the student school year ends, preschool conferences or open houses, staff meetings or trainings is not considered overtime unless it results in more than forty hours in one week or the employee has been called back to work for such services. When an employee is called back to perform services, the employee shall be compensated at the rate of time and one-half. Work required during contract holidays or on Sundays will be reimbursed at a rate of double the regular hourly wage. Overtime and call-back hours must be approved in advance by the Director of Food Service.

**Section 3. In-service Activities:**

**Subd. 1.** Attendance at in-service activities held on a day when students are not in school shall be mandatory unless the employee has been granted leave. Employees shall be given at least thirty (30) days written notice of such activities and shall be paid at their regular hourly rate for all hours in attendance. In the event that an employee is unable to attend a mandatory in-service activity due to his/her own illness or due to the illness or death of an immediate family member, the employee shall be allowed to use the provisions of Article X, Section 1 and/or Section 2 to cover his or her absence.

**Subd. 2.** Attendance at in-service activities that are held on a holiday as defined in Article XI, Section 1, or on a Sunday, shall be voluntary, and employees who attend shall be compensated at a rate equal to two (2) times their regular hourly rate for all hours in attendance.

**Subd. 3.** Training and Certification Compensation

The District shall compensate all employees for costs related to training as required by the U.S. Department of Agriculture (Professional Standards for All School Nutrition Program Employees) and for the continuing education costs and certification fee as required by the Minnesota Department of Health for the Minnesota Certified Food Manager certification. Employees shall submit advance registrations for payment and appropriate receipts to the District Food Service Office for reimbursement. The District Food Service Office shall provide appropriate information regarding training and certification requirements and opportunities to all employees.

**Section 4. Uniform Allowance:** Each regular employee will receive reimbursement upon submission of valid receipts for an annual uniform allowance of up to two hundred fifty dollars (\$250.00). Reimbursements shall be only for purchases that comply with the district uniform guidelines provided to all employees. All receipts for an employee must be submitted at one time no later than May 31. Only one check per year will be issued per employee.

## **Section 5. Differential Compensation:**

**Subd. 1.** All high schools and middle schools shall be classified as Secondary School food service operations. All elementary schools shall be classified as Elementary School food service operations.

## **Section 6. Summer Work:**

Summer programs requiring food service employees are considered temporary and seasonal. All terms and conditions of this agreement shall apply to regular school year employees hired for summer work.

**Subd. 1. Selection of Summer Workers:** Each spring, the Director of Food Service shall solicit the names of food service employees interested in summer work. This information shall be used in the selection of summer workers in accordance with the following procedures: The most senior employee within the required job classification as determined by the Director of Food Service (e.g., cook manager, second cook) at the site where the summer program is held will be given the first opportunity for the summer work at that site. If the site employee does not accept the summer work, other employees within the required job classification who have indicated interest will be offered the summer work based on seniority. If no employees within the required job classification accept the summer work, employees within the next lower classification who have indicated interest will be offered the summer work beginning with the site employee and following the same process as described above.

The District shall develop a list of interested employees to serve as substitutes for summer work and be responsible for providing substitutes when needed.

Employees who accept summer work must be available to work the full summer program session at the site unless they present a job-sharing plan with another employee. The employee is responsible to secure the participation of another district employee who is willing and able to share the days and hours of a summer contract. The specific work schedule will be approved by the director. Job sharing shall not be approved in the event it creates inconsistency with current summer school selection process. Each employee will be compensated at their respective regular rate of pay as noted previously.

**Subd. 2. Compensation:** Employees will be compensated at their regular rate of pay for summer work unless they are working at a higher job classification. In such situations, the employee's hourly rate shall be adjusted by temporarily moving the employee to the same step on the higher classification. For example, if a Second Cook who is on step 4 of the salary schedule is hired for a Cook Manager who is on step 6 of the salary schedule, they would be paid the hourly rate corresponding to step 4 of the Cook Manager for the hours they serve during summer work.

**Subd. 3. Use of Leave Time:** Sick leave, personal leave or emergency leave time accumulated through the end of the previous regular school year may be used during summer employment in accordance with Article XI.

## **ARTICLE VIII GROUP INSURANCE**

### **Section 1. Health and Hospitalization Insurance:**

**Subd. 1. Single Coverage:** The School District will contribute a sum not to exceed \$867.83 per month during the 2022-23 school year toward the cost of the premium for the medical-hospitalization plan for individual coverage for food service employees who are working thirty (30) or

more hours per week on a regular school year basis and are qualified and enrolled in the School District health and hospitalization plan. The amount of the district contribution for the 2023-24 school year shall be \$932.92. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.

**Subd. 2. Family Coverage:** The School District will contribute a sum not to exceed \$1,322.19 per month during the 2022-23 school year toward the cost of the premium for the medical-hospitalization plan for family coverage for food service employees who are working thirty (30) or more hours per week on a regular school year basis and are qualified and enrolled in the School District health and hospitalization plan. The amount of the district contribution for the 2023-24 school year shall be \$1,585.46. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

**Subd. 3. Consumer-Driven Health Plans with Health Savings Account (HSA):** For eligible employees who choose a consumer-driven health plan with an HSA, a health savings account will be established. If the district contribution toward the monthly premium is higher than the actual premium cost, the difference will be paid into the employee's health savings account on a monthly basis. Eligibility and provisions of the health savings account are subject to IRS rules.

**Section 2. Life Insurance:** The School District shall contribute the full premium for the cost of the group life insurance program for full-time food service employees who qualify for and are enrolled in the district group term life insurance program. The employee term life insurance program carries a value of \$50,000 coverage.

**Section 3. Insurance for Retirees:** Any Food Service employee eligible for health and hospitalization benefits who retires at the age of fifty-five or older, has achieved fifteen (15) years of continuous service with the District, and is eligible to receive full PERA benefits, shall have the option of continuing health and hospitalization insurance coverage as provided herein and remain eligible for the District's contribution toward single coverage in the amount in effect at the time of retirement until the employee becomes eligible for Medicare. An employee who desires family coverage will be billed on a monthly basis by the District.

**Section 4. Disability Insurance:** The District shall provide a long-term disability insurance program for full-time employees. Each full-time employee who enrolls in the program shall contribute the sum of eight (8) dollars per year toward the cost of the premium, and such contribution shall be paid by payroll deduction. Benefits provided by the long-term disability plan are governed by the terms of the policy, including two-thirds (2/3) of the employee's regular base salary, excluding any extra compensation, to a maximum of two thousand five hundred dollars (\$2,500) per month, after a total waiting period of ninety (90) calendar days.

**Section 5. Dental Insurance:**

**Subd.1 Single Coverage:** Effective July 1, 2022, and continuing through June 30, 2024, subject to the conditions described herein, the School District will contribute an amount not to exceed \$25 per month toward the cost of the premium for dental insurance coverage for each employee who qualifies for and is enrolled in the dental plan, and who selects single coverage.

**Subd.2 Dependent Coverage:** Effective July 1, 2022, and continuing through June 30, 2024, subject to the conditions described herein, the School District will contribute an amount not to exceed \$40 per month toward the cost of the premium for dental insurance coverage for each employee who qualifies for and is enrolled in the dental plan, and who selects dependent coverage.

**Subd 3. Employee Contributions:** The cost of the premium not contributed by the School District shall

be borne by the employee and paid by payroll deduction.

## ARTICLE IX WELLNESS BENEFIT

**Section 1. Eligibility:** Any employee who has been employed by the School Board for no less than one hundred seventy-seven (177) days during each of five (5) consecutive years in a position covered by this Agreement shall be eligible to begin accruing wellness credits as defined in Section 2.

**Section 2. Wellness Unit Accrual:** Each employee who satisfies, for the first time, the eligibility criteria set forth in Section 1, shall be credited with a number of wellness units equal to the number of days of unused sick leave he or she has accumulated at the end of that fiscal year. At the beginning of each fiscal year thereafter, the employee shall be credited with an additional number of wellness units equal to the number of sick leave days he/she can accrue during the fiscal year. During the fiscal year, that number shall be reduced by subtracting one (1) wellness unit for each day of sick leave used. In no event, however, shall the number of wellness units subtracted during a fiscal year exceed the number of sick leave days that can be accrued by an employee during a fiscal year.

### **Section 3. Wellness Benefits:**

**Subd. 1. Eligibility:** An employee who is at least fifty-five (55) years of age, and who has satisfied the eligibility criteria set forth in Section 1, shall be eligible to receive a wellness benefit upon submission of a written resignation accepted by the School Board, or upon the completion of five (5) years status on unrequested leave of absence. A wellness benefit shall not be granted to any employee who is discharged by the School Board.

**Subd. 2. Amount:** The amount of the wellness benefit an employee is eligible to receive shall be determined by multiplying the number of wellness incentive credits he or she has accumulated by the full-time equivalent (FTE) obtained by dividing the number of hours in the employee's standard work week by thirty (30) hours. The resulting FTE will be multiplied by the number of accrued wellness units, and that resulting number will be multiplied by seventy-five dollars (\$75.00) to determine the amount of the employee's wellness benefit. Effective July 1, 2022, in no event, however, shall an employee with less than 30 years of service receive a wellness benefit in excess of seven thousand five hundred dollars (\$7,500). In no event, however, shall an employee with at least 30 years of service receive a wellness benefit in excess of ten thousand dollars (\$10,000).

**Subd. 3. Schedule of Payments:** The wellness benefit shall be paid by the School Board on behalf of the employee to the Health Care Savings Plan administered by the Minnesota State Retirement System in one installment on either the July or January payroll following the effective date of the employee's retirement, whichever is sooner. Wellness benefits shall not be granted to any employee who is discharged for cause by the School District.

## ARTICLE X 403(b) MATCHING PLAN

**Section 1. Eligibility:** The District's match to an employee's qualified 403(b) tax deferred annuity shall become available to an employee who works twenty (20) hours per week or more for at least nine (9) months after the employee has completed one (1) year of employment in a position covered by the Master Agreement. Employees may contribute to a qualified 403(b) tax deferred annuity on their own prior to becoming eligible for the District match.

**Section 2. Amount:** The District shall contribute one dollar (\$1) for each one dollar (\$1) that the employee contributes to a qualified 403(b) plan up to a maximum annual contribution of seven hundred dollars (\$700) per employee in 2022-23 and one thousand dollars (\$1,000) in 2023-24.

**Section 3. Enrollment:** For the 2022-23 school year, an eligible employee may initiate his/her participation in the District match by submitting the appropriate forms to the Business Office at least thirty (30) days following School Board approval of the 2022-24 Master Agreement. For the 2023-24 and subsequent fiscal years, an eligible employee may initiate his/her participation in the District match by submitting the appropriate forms to the Business Office at least thirty (30) days prior to July 1.

**Section 4. Renewal:** Once an employee has initiated the District match, his/her participation will continue at the same level unless he/she notifies the District in writing of a change. Changes in an employee's level of participation shall be allowed only at the start of a fiscal year (July 1) and shall then continue in effect for that fiscal year.

## **ARTICLE XI** **LEAVES**

**Section 1. Sick Leave:** Ten (10) workdays of sick leave per year shall be granted to all regular employees for absences due to illness or injury which prevents the employee from attendance and performance of duty. Sick leave shall be accrued at a rate determined by the following formula:

$$\text{Monthly Accrual} = (10 \text{ Workdays}) / (\text{Months Worked})$$

Payment for sick leave shall be based on the workday of the employee. For example, one (1) day of sick leave for an employee whose workday is four (4) hours, shall be equal to four (4) hours. Unused sick leave may be accumulated in full-day equivalents up to one hundred eighty (180) working days.

**Subd. 1. Family Members:** Sick leave may be used for care of immediate family that includes husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, step-parent, and close family that includes grandparents, grandchildren, son-in-law, daughter-in-law, brother-in-law, sister-in-law, partner, and any other person residing in the same household as the employee or who clearly stands in the same relationship with the employee for at least six (6) months on the same terms the employee is able to use sick leave for the employee's own illness or injury per Minnesota statute or federal law.

**Subd. 2. Summer Work Sick Leave:** Two (2) additional workdays of sick leave shall be granted to all employees who are assigned to summer work. Payment for sick leave shall be based on the summer workday of the employee. Sick leave shall be accrued at a rate determined by the following formula:

$$\text{Summer Work Sick Leave} = (2 \text{ workdays}) / (9 \text{ weeks or } 45 \text{ workdays})$$

**Section 2. Emergency Leave:** An employee shall be granted emergency leave as follows:

**Subd. 1.** Up to five (5) workdays per year with full salary shall be granted in case of absence because of serious illness or death in the employee's immediate family.

If these five (5) workdays are used because of a death in the immediate family, and a second death occurs in the same year of the employee's parent, spouse, or child, the employee shall be granted an additional five (5) workdays paid leave.

For purposes of this subdivision, the employee's immediate family shall consist of the employee's spouse, parents, children, and siblings; the spouses of the employee's children; and the parents of the employee's spouse.

**Subd. 2.** Up to two (2) workdays per year of the allowance provided in Subd. 1 will be granted an employee for the death or serious illness of any other person the employee defines as a member of his/her family.

**Subd. 4.** A request for additional leave may be presented to the Superintendent who shall have authority to grant additional paid or unpaid leave if, in his/her judgment, such a request is valid.

### **Section 3. Personal Leave:**

**Subd. 1. Accrual:** At the start of the fiscal year, three (3) days shall be added to each eligible employee's unused personal leave. At the end of each fiscal year, up to 4 days of unused personal leave may be carried over to the following fiscal year, not to exceed a maximum accumulation of 6 personal leave days. Personal leave shall be prorated for employees who are not employed for their entire regular work year.

**Subd. 2. Usage:** Personal leave of less than one (1) hour shall not be allowed. Personal leave may be used, at no loss of pay, for any purpose and, subject to the limitations listed below, at any time during the school year, including during breaks in the school year, and during summer employment. An employee planning to use personal leave shall notify his/her immediate supervisor as early as possible, but in any event at least twenty-four (24) hours in advance, except in cases of an emergency. An employee planning to use more than two (2) consecutive days of personal leave shall notify his/her immediate supervisor at least two (2) weeks in advance, except in cases of an emergency.

No more than one (1) employee per building and no more than five (5) employees district-wide shall be absent from a given building on any given day pursuant to this section. The District may, in its discretion, make exceptions to the maximum number of employees out of the building depending upon the circumstances. The District shall not be required to grant personal leave during the first ten (10) days of the duty year, during the last ten (10) days of the duty year, nor for the day before or after any holiday or break in the school year. The District's decision to grant personal leave to more than one (1) employee on the same day in the same building, or to grant personal leave on any of the days cited previously shall not be construed as establishing a past practice or prejudice the District's right to enforce such limitations at its discretion.

**Subd. 3. Unused Personal Leave:** At the end of the school year, an employee may request payment for unused personal leave. That payment shall be equal to the number of days of unused personal leave times the employee's daily rate, but in no event shall the total payment exceed one hundred seventy-five dollars (\$175.00). Upon payment, the balance of the employee's unused personal leave shall be reduced accordingly.

**Section 4. Leaves for up to Five Days:** Employees may request to be absent for up to five (5) consecutive days during a school year using a combination of accrued personal leave and unpaid leave under the following conditions:

1. All accrued personal leave must be used first, before taking unpaid leave.
2. The employee must receive approval from the Director of Food Service at least two weeks in advance.
3. The employee must secure his/her own substitute from the approved list of substitutes in order to take the time off.

4. The employee may take no more than five (5) personal/unpaid days off in a given school year unless there are emergency circumstances as determined by School District administration.

**Section 5: Extended Leave of Absence:** An employee may request leave without pay or fringe benefits for a period not to exceed ninety (90) calendar days. Such a request must be submitted in writing and is subject to approval by the School Board. The School Board may grant a request for an extension of unpaid leave, provided such a request is submitted in writing at least thirty (30) calendar days in advance. An employee may not return to work prior to the expiration of the unpaid leave without the approval of the Director of Food Services.

An employee who has been granted unpaid leave shall retain all seniority rights while on such leave, and shall be eligible, at his/her own expense, to continue coverage under the group insurance programs. At the end of the leave, the employee shall be reinstated to a position that is the same as, or equivalent to, the position the employee held prior to the leave, but only if such a position exists.

**Section 6. Donation of Personal Leave or Vacation Days:**

1. An employee may elect to donate one (1) or more of his/her accumulated personal leave or vacation days to another district employee who has exhausted his or her accumulated sick leave.
2. An employee shall notify the Office of Human Resources in writing of his/her intent to donate one (1) or more days of accumulated personal leave or vacation days to another district employee. This notice shall include the number of days to be donated and the name of the employee to whom they are to be credited.
3. The days(s) donated shall be based on the donor's FTE assignment and will be credited to the donee's sick leave. For example, a day donated by a 4-hour per day (.5) employee will be equal to a .5 day for the donee.
4. Days donated shall constitute the use of those days. Such days shall be subtracted from the employee's total accumulated personal leave or vacation days for that fiscal year. Such days shall not be eligible for payment at the end of the school year or for carry over to the next fiscal year.

**Section 7. Jury Duty:** An employee who is called for jury duty or subpoenaed to give testimony before judicial tribunal, arbitration, negotiation or mediation proceedings, shall be compensated for the difference between the employee's regular salary and the pay received for such appearance for the period of time he/she is away from his/her employment assignment. The employee must present a copy of the subpoena to the office of the Director of Human Resources to receive compensation for the period he/she is absent from employment.

ARTICLE XII  
HOLIDAYS

**Section 1. Paid Holidays:** All regular school food service employees shall receive the following eight (8) paid holidays:

Labor Day	Christmas Day
Thanksgiving Day	New Year's Eve Day
Day after Thanksgiving	Good Friday
Christmas Eve Day	Memorial Day

If any of these holidays fall on a Saturday or Sunday, another day off shall be designated by the administration.

**Section 2. Holiday Pay:** Holiday pay shall consist of hours equivalent to an average workday and shall be identified on the time sheet in the appropriate month as such. To be eligible for holiday pay, an employee shall be present and working, or on paid leave, on his/her scheduled duty day immediately preceding the holiday and on his/her scheduled duty day immediately following the holiday.

**Section 3. Summer Holiday Pay:** Summer Holiday Pay shall consist of hours equivalent to an average workday and shall be identified on the time sheet in the appropriate pay period for Independence Day. Food service employees who are assigned to summer work will be eligible for summer holiday pay for Independence Day. To be eligible for holiday pay, an employee shall be present and working on his/her scheduled duty day immediately preceding Independence Day and on his/her scheduled duty day immediately following Independence Day. If Independence Day falls on a Saturday or Sunday, another day off shall be designated by the administration.

### ARTICLE XIII LAYOFF

**Section 1. Procedure:** In the event of reduction in force, Food Service personnel shall be terminated pursuant to the provisions of this article.

**Section 2. Seniority:** The seniority date within a classification shall be the date that an employee began regular, continuous service in that classification.

**Section 3. Layoff and Recall:** The selection of Food Service personnel for layoff shall be made in reverse seniority order within classification. An employee so affected may transfer into a lower classification if the following criteria are met:

**Subd 1.** Employee must have seniority over any employee displaced by the transfer.

**Subd. 2.** Employee must have the ability to perform the duties assigned.

**Subd. 3.** The termination is for reasons other than cause.

**Section 4. Layoff Application:** An employee on layoff shall retain seniority and right to recall within classification in seniority order for a period of one (1) year after date of layoff.

**Section 5. Termination of Seniority:** Seniority rights shall terminate upon resignation or termination of an employee pursuant to this Agreement or after twelve (12) consecutive months of layoff.

### ARTICLE XIV GRIEVANCE PROCEDURE

**Section 1. Definitions of Terms and Interpretations:**

**Subd. 1. Grievance:** A "grievance" shall mean an allegation by an employee as to the interpretation or application of any term or terms of any contract required by the P.E.L.R.A. of 1971 between Independent School District No. 77 and the authorized representative. A "grievance" relating to a policy of the school district will be carried through level three (3) of this procedure.

**Subd. 2. Aggrieved:** Any person or group of persons within the appropriate unit having a grievance.



**Subd. 3. Administrative Supervisor:** The immediate supervisor to whom the aggrieved is responsible.

**Subd. 4. Grievance Committee:** The committee appointed by the exclusive representative.

**Subd. 5. Disposed:** A settlement of a grievance, to the satisfaction of both parties, which has been reduced to writing.

**Subd. 6. Extension:** Time limits specified in this procedure may be extended by mutual agreement.

**Subd. 7. Days:** Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by state law.

**Subd. 8. 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. 9. Filing and Postmark:** The filing or services of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time-period.

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

**Section 3. Time limitations and Waiver:** Grievances shall not be valid for consideration unless the grievance is submitted in writing in the form herein prescribed to the administrative supervisor, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days of the knowledge of the event giving rise to the grievance. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance.

**Section 4. Informal Discussion:** In the event that an individual or group of individuals believes that there is a basis for a grievance, he/she or they may first discuss the alleged grievance with his/her or their administrative supervisor, either privately or accompanied by a representative of the grievance committee, without having reduced the grievance to writing.

**Section 5. Adjustment of Grievance:** The School Board and the aggrieved shall attempt to adjust all grievances which may arise during the course of employment of any member of the exclusive representative in the following manner:

**Subd. 1. Level I:** The aggrieved shall file a grievance, in the form herein provided, with his/her administrative supervisor, within twenty (20) days of knowledge of the event giving rise to the grievance. If the grievance is not disposed of, the administrative supervisor shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

**Subd. 2. Level II:** In the event the grievance is not disposed of in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing, in the form herein provided, within five (5) days after receipt of the decision in Level I. If a grievance is so appealed to the Superintendent, the Superintendent shall set a time to meet regarding the grievance

within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent shall issue a decision in writing to the parties involved.

**Subd. 3. Level III:** In the event the grievance is not disposed of in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing, in the form herein provided, within five (5) days after receipt of the decision in Level II. If a grievance is so appealed to the Clerk of the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the School Board shall issue its decision, in writing, to the parties involved. At the option of the School Board, a committee of the Board may be designated by the Board to hear the appeal at this level and report its findings and recommendations to the School Board. The School Board shall then render its decision.

**Section 6. School Board Review:** The School board reserves the right to review any decision issued under Level I or Level II of this procedure, provided the School Board or its representative notifies the parties of its intention within ten (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. Such notification by the Board automatically advances the grievance to Level III.

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

**Section 8. Level II Initiation:** A grievance that affects a group of members of the exclusive representative involving more than one administrative supervisor and all salary determination grievances shall be initiated at Level II.

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

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

**Subd. 2. Prior Procedure Required:** No grievance shall be considered by the arbitrator 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 ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Commissioner of the Bureau of Mediation Services to submit a panel of seven arbitrators to the parties, pursuant to PELRA, providing such request is made within twenty (20) days after the request for arbitration. The request shall ask that the panel be submitted within thirty (30) days after the receipt of said request. Within twenty (20) days after receipt of the panel, the parties shall alternately strike names, and the remaining name shall be the arbitrator to hear the grievance. The order of striking will be determined by lot. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Commissioner within the time periods provided herein shall constitute a waiver of the grievance.

**Subd. 4. Hearing:** The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer

testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing denovo.

**Subd. 5. Decision:** The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided for in the P.E.L.R.A. of 1971.

**Subd. 6. Expenses:** Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in 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 arbitration.

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

**Section 10. Election of Remedies and Waiver:** A party instituting any action, proceeding, or complaint in a federal or state court of law or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive the right to initiate a grievance pursuant to this Article, or if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This Section shall not apply to actions to compel arbitration as provided in the Agreement or to enforce the award of an arbitrator.

## **ARTICLE XV MISCELLANEOUS**

**Section 1. Promotion:** Any employee promoted to a new classification shall receive the salary for that position, starting on the day that the advance takes place.

### **Section 2. School Cancellation Leave:**

**Subd. 1.** At the start of each fiscal year, an employee shall be credited with an amount of paid school cancellation leave that is equal to four (4) times the number of hours in the employee's workday. For example, if an employee's workday is four (4) hours, he/she will be credited with sixteen (16) hours of school cancellation leave. If actual school cancellations exceed the number of available cancellation leave days for an employee, he/she may choose to use a paid sick leave day or personal leave day in lieu of an unpaid day. School cancellation leave may be used only on days on which school has been

cancelled, dismissed early, or when an e-learning day is implemented due to a weather-related emergency. School cancellation leave shall not carry over from one year to the next.

**Subd. 2.** On any day school is cancelled after an employee has reported to work, the employee shall be compensated for a minimum of one (1) hour of work. For the purposes of this subdivision, an employee shall have reported to work when she/he arrives at the school building.

**Section 3. Posting of Vacancies:** Notice of all permanent vacancies shall be distributed via e-mail to each building kitchen manager by the Human Resources office at least ten (10) calendar days in advance of filling such vacancies and a copy of same shall be e-mailed to the President of the Association for its files. It shall be the responsibility of the kitchen manager to post the vacancies on the bulletin board in the kitchen area. Vacancies will also be listed on the District's website and on the Jobs Hotline at 507-387-8831. All employees may submit application for any vacancy which is posted pursuant to this section.

**Section 4. Mileage Reimbursement:** Employees who are required to use their personal automobile to travel between District 77 sites shall be reimbursed at the Internal Revenue Service's (IRS) allowed rate. For District 77's purposes, any change in the IRS rate will not be implemented until the following July 1.

## **ARTICLE XVI**

### **DURATION**

**Section 1. Term and Reopening Negotiations:** This Agreement shall remain in full force and effect for a period commencing on July 1, 2022, through June 30, 2024, and thereafter, until modifications are made pursuant to the P.E.L.R.A. of 1971. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than 90 days prior to said expiration.

**Section 2. Effect:** This Agreement constitutes the full and complete Agreement between the School Board and the exclusive representative representing the employees. 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.

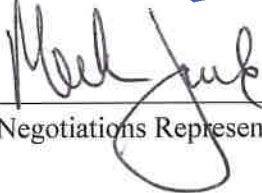
**Section 3. Severability:** The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

ARTICLE XVII  
DOCUMENT AUTHORIZATION

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

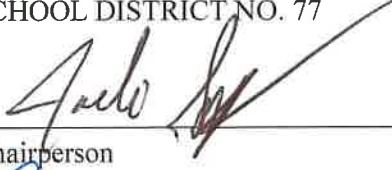
MINNESOTA SCHOOL EMPLOYEES  
ASSOCIATION

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Negotiations Representative

12-16-22  
\_\_\_\_\_  
Date

SCHOOL BOARD OF INDEPENDENT  
SCHOOL DISTRICT NO. 77

  
\_\_\_\_\_  
Chairperson

  
\_\_\_\_\_  
Clerk

12-16-22  
\_\_\_\_\_  
Date

MANKATO AREA PUBLIC SCHOOLS  
Independent School District No. 77

Level I Grievance Complaint Form

***This form is to be filed in duplicate with the Administrative Supervisor***

Name of Grievant \_\_\_\_\_ School \_\_\_\_\_

Address of Grievant \_\_\_\_\_ Home Phone \_\_\_\_\_

Assignment \_\_\_\_\_ Principal \_\_\_\_\_

Date Filed \_\_\_\_\_ Grievance Representative: \_\_\_\_\_

Date Knowledge of Grievance Occurred \_\_\_\_\_

Statement of Grievance \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Additional statement may be attached if necessary.*

Contract Provision Allegedly Violated: \_\_\_\_\_

Relief Sought \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant \_\_\_\_\_ Date \_\_\_\_\_

Disposition by Administrative Supervisor \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Supervisor \_\_\_\_\_ Date \_\_\_\_\_

Position of Grievant: ☐ I accept the above disposition.  
☐ I intend to process the grievance to the next step.

\_\_\_\_\_  
Signature of Grievant \_\_\_\_\_ Date \_\_\_\_\_

MANKATO AREA PUBLIC SCHOOLS  
Independent School District No. 77

Level II Grievance Complaint Form

***This form is to be filed in duplicate with the District Superintendent***

Name of Grievant \_\_\_\_\_ School \_\_\_\_\_

Address of Grievant \_\_\_\_\_ Home Phone \_\_\_\_\_

Assignment \_\_\_\_\_ Principal \_\_\_\_\_

Date Filed \_\_\_\_\_ Grievance Representative: \_\_\_\_\_

Was Level I procedure utilized? ☐ Yes ☐ No

Date Knowledge of Grievance Occurred \_\_\_\_\_

Statement of Grievance \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Additional statement may be attached if necessary.*

Contract Provision Allegedly Violated: \_\_\_\_\_

Relief Sought \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Grievant \_\_\_\_\_

\_\_\_\_\_ Date

Disposition by Superintendent \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signature of Superintendent \_\_\_\_\_

\_\_\_\_\_ Date

Position of Grievant: ☐ I accept the above disposition.  
☐ I intend to process the grievance to the next step.

Signature of Grievant \_\_\_\_\_

\_\_\_\_\_ Date

MANKATO AREA PUBLIC SCHOOLS  
Independent School District No. 77

Level III Grievance Complaint Form

***This form is to be filed in duplicate with the Clerk and  
Chairperson of the School Board***

Name of Grievant \_\_\_\_\_ School \_\_\_\_\_

Address of Grievant \_\_\_\_\_ Home Phone \_\_\_\_\_

Assignment \_\_\_\_\_ Principal \_\_\_\_\_

Date Filed \_\_\_\_\_ Grievance Representative: \_\_\_\_\_

Was Level I procedure utilized? ☐ Yes ☐ No

Was Level II procedure utilized? ☐ Yes ☐ No

Date Knowledge of Grievance Occurred \_\_\_\_\_

Statement of Grievance \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*Additional statement may be attached if necessary.*

Contract Provision Allegedly Violated: \_\_\_\_\_

Relief Sought \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

Disposition by School Board: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Board Chairperson

\_\_\_\_\_  
Date

Position of Grievant: ☐ I accept the above disposition.

☐ I intend to process the grievance to the next step.

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date



MANKATO AREA PUBLIC SCHOOLS  
Independent School District No. 77

Request for Arbitration Form

***This form is to be filed with the Superintendent of Schools***

Name of Grievant \_\_\_\_\_ School \_\_\_\_\_

Address of Grievant \_\_\_\_\_ Home Phone \_\_\_\_\_

Building \_\_\_\_\_ Assignment \_\_\_\_\_ Principal \_\_\_\_\_

Grievance # \_\_\_\_\_ (for use by the Grievance Committee only)

Date Filed \_\_\_\_\_

Grievance Representative

Was Level I procedure utilized? \_\_\_\_\_ Yes \_\_\_\_\_ No

Was Level II procedure utilized? \_\_\_\_\_ Yes \_\_\_\_\_ No

Was level III procedure utilized? \_\_\_\_\_ Yes \_\_\_\_\_ No

Additional statement may be attached if necessary.

Date Knowledge of Grievance Occurred \_\_\_\_\_

Date Decision Rendered by School Board \_\_\_\_\_

Statement of Grievance \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Relief Sought \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

# MEMORANDUM OF UNDERSTANDING

## Floating Positions

**WHEREAS** the Mankato Area Public Schools (the District) and the Mankato School Employees Association (the Exclusive Representative) have a collective bargaining agreement covering the terms and conditions of employment for food service employee, and

**WHEREAS** the District and the Exclusive Representative recognize the need for food service employees to be temporarily reassigned to a different position and/or work site in the event that not enough substitute employees are able to be hired to cover absences on a given day, and

**WHEREAS** the District and the Exclusive Representative acknowledge that the District will identify specific positions to be designated as floater positions, and

**THE PARTIES HEREBY AGREE** that food service employees assigned to the floater positions will be:

1. Assigned to a specific building/work site as part of the food service employee's primary assignment
2. Paid mileage if the food service employee is reassigned to a different building/work site after the start of their regular workday.
3. Not be paid mileage if the food service employee is reassigned to a different building/work site before they report to their primary work site that day.

MINNESOTA SCHOOL EMPLOYEES  
ASSOCIATION

INDEPENDENT SCHOOL  
DISTRICT NO. 77

\_\_\_\_\_  
MSEA Representative

\_\_\_\_\_  
Director of Administrative Services

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date