# FOOD SERVICE CONTRACT

## 2025 - 2027

HERMANTOWN
COMMUNITY SCHOOLS

Ratified: May 12, 2025

# COLLECTIVE BARGAINING AGREEMENT

between

# INDEPENDENT SCHOOL DISTRICT NO.700, HERMANTOWN, MINNESOTA

and

# TEAMSTERS GENERAL LOCAL UNION NO. 346, DULUTH, MINNESOTA

Covering

# FOOD SERVICE PERSONNEL

# July 1, 2025, through June 30, 2027

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## ARTICLE I

### PURPOSE

**SECTION 1. PARTIES.** THIS AGREEMENT is entered into between Independent School District No. 700 of Hermantown Minnesota, hereinafter referred to as the School District, and the Teamsters General Local Union No. 346 of Duluth Minnesota, 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., to provide the terms and conditions of employment for Food Service Workers.

## ARTICLE II

### RECOGNITION OF EXCLUSIVE REPRESENTATIVE

**SECTION 1. RECOGNITION.** In accordance with the P.E.L.R.A., the School District recognizes the Teamsters General Local Union No. 346 of Duluth Minnesota as the exclusive representative for Food Service Workers employed by the School District, which exclusive representative, shall have those rights and duties as prescribed by the P.E.L.R.A. 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. and in certification by the Commissioner of Mediation Services, if any.

## ARTICLE III

### DEFINITIONS

**SECTION 1. TERMS AND CONDITIONS OF EMPLOYMENT.** The term "terms and conditions of employment" means the hours of employment, the compensation therefor including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage for retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the employees. "Terms and conditions of employment" is subject to the provisions of P.E.L.R.A.

**SECTION 2. DESCRIPTION OF APPROPRIATE UNIT.** For purposes of this Agreement, the term Food Service Worker shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of 14 hours per week or 35 percent of the normal work week in the employees bargaining unit, substitutes or employees who hold positions of a temporary or seasonal character for a period not in excess of 100 working days in any calendar year unless those positions have already been filled in the same calendar year and the cumulative number of days

in the same position by all employees exceeds 100 calendar days in that year and emergency employees.

**SECTION 3. SCHOOL DISTRICT.** For purposes of administering this Agreement, the term "School District" shall mean the School Board or its designated representative.

**SECTION 4. OTHER TERMS.** Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

## ARTICLE IV

### SCHOOL BOARD RIGHTS

**SECTION 1. INHERENT MANAGERIAL RIGHTS.** The exclusive representative recognizes the School Board's inherent managerial rights.

**SECTION 2. MANAGEMENT RESPONSIBILITY.** The exclusive representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

**SECTION 3. EFFECT OF LAWS. RULES AND REGULATIONS.** The exclusive representative recognizes that all employees covered by this Agreement shall perform the services prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives and orders, issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement, but before any rules or regulations are changed on important issues, the School Board shall meet and confer with the Union. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

**SECTION 4. RESERVATION OF MANAGERIAL RIGHTS.** The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

## ARTICLE V

### EMPLOYEE RIGHTS

**SECTION 1. RIGHT TO VIEWS.** Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is

not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

**SECTION 2. RIGHT TO JOIN.** Pursuant to P.E.L.R.A., employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the School District.

**SECTION 3. REQUEST FOR DUE'S CHECK OFF.** The exclusive representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any exclusive representative 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 School District will deduct from the employee's paycheck the dues that the employee has agreed to equal installments, beginning with the first pay period

## ARTICLE VI

### RATES OF PAY

**SECTION 1. RATES OF PAY.**

**Subd. 1.** The wages and salaries reflected in Schedule A, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2025, to, June 30, 2027.

**Subd. 2.** During the duration of this Agreement advancement on any salary schedule shall be subject to the terms of this Agreement. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, an employee shall be compensated according to the current rate until a successor Agreement is entered into.

**Subd. 3.** An individual employee's salary advancement is subject to the right of the School District to withhold salary increases for good and sufficient grounds. An action withholding a salary increase shall be subject to the grievance procedure.

## ARTICLE VII

### GROUP INSURANCE

**SECTION 1. SELECTION OF CARRIER.** The selection of the insurance carrier and policy shall be made by the School District as provided by law.

**SECTION 2. HEALTH AND HOSPITALIZATION INSURANCE.** Effective September 1, 2025, the School District shall contribute a sum not to exceed $954.00 per month toward the total cost for coverage for each full-time employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. Any additional cost shall be borne by the employee and paid by payroll deduction. Effective September 1, 2026, the

School District shall contribute a sum of not to exceed $1,060.00 per month toward the total cost for coverage for each full-time employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. Any additional cost shall be borne by the employee and paid by payroll deduction.

Full benefits provided in this article are designed for full-time personnel as described in Article IX hereof. Part-time employees who are employed at least 30 hours per week shall be eligible for partial benefits proportional to the extent of their employment. Eligibility is subject to any limitations contained in the contract between the Insurance Carrier and the District.

**Subd. 1.** Health and hospitalization insurance benefits provided to a married couple of employees in the district shall be as follows, subject to the requirements, restrictions and limitations imposed by the District's health and hospitalization insurance provider. Such employees who are part-time shall be entitled to the District contributions specified below on a pro rata basis determined according to the amount of their full-time equivalent position. The options are as follows:

One Family Health and Hospitalization Coverage for Both Employees

The married employees may elect, if eligible, to both be covered by one family group health insurance plan.

The District shall contribute a sum not to exceed District's monthly contribution reference above toward the premium for family coverage for one member of a married couple of full-time employees employed by the School District who qualify for and are enrolled in the School District group health and hospitalization plan.

In addition, the District shall contribute a sum not to exceed the lesser of one hundred percent (100%) of the cost of the premium for single coverage or the current District contribution for the other member's bargaining unit of a married couple of full-time employees employed by the School District who qualify for and are enrolled in the School District group health and hospitalization plan. The cost of the single premium shall be the single premium associated with the same health insurance plan under which the married employees maintain dependent coverage.

OR

Single Health and Hospitalization Coverage for Each Employee

Each employee may choose to be covered by a single group health insurance plan provided by the District.

The District shall contribute a sum not to exceed the lesser of one hundred percent (100%) of the cost of the premium for single coverage or the current District contribution for each member's bargaining unit of a married couple of full-time employees employed by the School District who qualify for and are enrolled in the School District group health and hospitalization plan.

OR

Separate Family Health and Hospitalization Coverage for Each Employee

If eligible, each employee may choose to be covered by a separate family group health insurance plan provided by the District.

The District shall contribute a sum not to exceed District's monthly contribution referenced above toward the premium for family coverage for one member of a married couple of full-time employees employed by the School District who qualify for and are enrolled in the School District group health and hospitalization plan.

For the other employee the District shall contribute for family coverage the current District contribution for the member's bargaining unit toward the premium for family coverage for that member of a married couple of full-time employees employed by the School District who qualify for and are enrolled in the School District group health and hospitalization plan.

OR

Single Health and Hospitalization Coverage for One Employee and Family Health and Hospitalization Coverage for the Other Employee

One of the married employees may elect to be covered by a single group health insurance plan and the other employee, if eligible, may elect to be covered by a family group health insurance plan provided by the District.

For the employee covered by the family group health insurance plan, the District shall contribute a sum not to exceed District's monthly contribution referenced above toward the premium for family coverage for one member of a married couple of full-time employees employed by the School District who qualify for and are enrolled in the School District group health and hospitalization plan.

For the employee covered by the single group health insurance plan, the District shall contribute a sum not to exceed the lesser of one hundred percent (100%) of the cost of the premium for single coverage or the current district contribution for the member's bargaining unit of a married couple of full-time employees employed by the School District who qualify for and are enrolled in the School District group health and hospitalization plan.

**SECTION 3. CLAIMS AGAINST THE SCHOOL DISTRICT.** It is understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

**SECTION 4. DURATION OF INSURANCE CONTRIBUTIONS.** An employee is eligible for the School District's contribution as provided in this Article as long as the employee is employed by the School District. Upon termination of employment all contributions shall cease except those

specifically set forth in Article XII. Employees completing a school year shall be eligible for coverage until September 1st of that year.

**SECTION 5. DENTAL INSURANCE.**

The School District shall provide single coverage for the District dental plan for all full-time employees employed by the School District. The School District contribution shall not exceed 100% of the single premium per month effective September 1, 2025 and September 1, 2026.

Full benefits provided in this article are designed for full-time personnel as described in Article IX hereof. Part-time employees who are employed at least 30 hours per week shall be eligible for partial benefits proportional to the extent of their employment. Eligibility is subject to any limitations contained in the contract between the Insurance Carrier and the District.

**Subd. 1.** Dental insurance benefits provided to a married couple of employees in the district shall be as follows, subject to the requirements, restrictions and limitations imposed by the District's dental insurance provider. The options are as follows:

One Family Dental Coverage for Both Employees

The married employees may elect, if eligible, to both be covered by one family group dental insurance plan.

The District shall contribute a sum not to exceed District's monthly contribution reference above toward the premium for family coverage for one member of a married couple of full-time employees employed by the School District who qualify for and are enrolled in the School District group dental plan.

In addition, the District shall contribute a sum not to exceed the lesser of one hundred percent (100%) of the cost of the premium for single coverage or the current District contribution for the other member's bargaining unit of a married couple of full-time employees employed by the School District who qualify for and are enrolled in the School District group dental plan. The cost of the single premium shall be the single premium associated with the same dental insurance plan under which the married employees maintain dependent coverage.

OR

Single Dental Coverage for Each Employee

Each employee may choose to be covered by a single group dental plan provided by the District.

The District shall contribute a sum not to exceed the lesser of one hundred percent (100%) of the cost of the premium for single coverage or the current District contribution for each member's bargaining unit of a married couple of full-time employees employed by the School District who qualify for and are enrolled in the School District group dental plan.

OR

Separate Family Dental Coverage for Each Employee

If eligible, each employee may choose to be covered by a separate family group dental insurance plan provided by the District.

The District shall contribute a sum not to exceed District's monthly contribution referenced above toward the premium for family coverage for one member of a married couple of full-time employees employed by the School District who qualify for and are enrolled in the School District group dental plan.

For the other employee the District shall contribute for family coverage the current District contribution for the member's bargaining unit toward the premium for family coverage for that member of a married couple of full-time employees employed by the School District who qualify for and are enrolled in the School District group dental plan.

OR

Single Dental Coverage for One Employee and Family Dental Coverage for the Other Employee

One of the married employees may elect to be covered by a single group dental insurance plan and the other employee, if eligible, may elect to be covered by a family group dental insurance plan provided by the District.

For the employee covered by the family group dental insurance plan, the District shall contribute a sum not to exceed District's monthly contribution referenced above toward the premium for family coverage for one member of a married couple of full-time employees employed by the School District who qualify for and are enrolled in the School District group dental plan.

For the employee covered by the single group dental insurance plan, the District shall contribute a sum not to exceed the lesser of one hundred percent (100%) of the cost of the premium for single coverage or the current district contribution for the member's bargaining unit of a married couple of full-time employees employed by the School District who qualify for and are enrolled in the School District group dental plan.

**SECTION 6. LONG TERM DISABILITY INSURANCE.** The District shall provide, at the Districts expense, long term disability insurance coverage for eligible employees. The exact terms and conditions of this coverage are set forth in the policy of insurance obtained by the Board. Employees will not accumulate sick leave or paid time off during the period the eligible employee is on Long Term Disability Insurance.

**SECTION 7. TAX SHELTERED ANNUITIES.** Employees may participate in a tax sheltered annuity program.

**SECTION 8. LIFE INSURANCE.** The School District shall provide a fully paid Twenty-Five Thousand Dollars ($25,000) group term life insurance policy for each full-time employee.

**SECTION 9. WORKER'S COMPENSATION.** Upon the request of an employee who is absent from work as a result of a compensable injury incurred in the service of the School District, under the provisions of the Worker's Compensation Act, the School District will pay the difference between the compensation received pursuant to the Worker's Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave.

**Subd. 1.** A deduction shall be made from the employee's accumulated sick leave accrual time according to the pro-rata portions of days of sick leave which is used to supplement worker's compensation.

**Subd. 2.** Such payment shall be paid by the School District to the employee only during the period of disability.

**Subd. 3.** In no event shall the additional compensation paid to the employee by virtue of sick leave result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

**Subd. 4.** An employee who is absent from work as a result of an injury incurred in the service of the School District and compensable under the Worker's Compensation Act who elects to receive sick leave pursuant to this Article shall submit a copy of his/her worker's compensation check, to the School District, prior to receiving payment from the School District for his/her absence

## ARTICLE VIII

## LEAVES OF ABSENCE

**SECTION 1. SICK LEAVE.**

**Subd. 1**. Employees shall earn sick leave according to the schedule below:

| | | |
|---|---|---|
| Full-time | 25 to 40 hours per week | 8 days per year |
| Less than | 25 hours per week | 5 days per year |

When drawing sick leave benefits, an employee shall receive benefits equal to their regular scheduled work day or week.

**Subd. 2.** Unused sick leave days may accumulate to a maximum credit of 75 days of sick leave per eligible employee.

**Subd. 3.** Sick leave with pay shall be allowed by the School District whenever an employee's absence is found to have been due to a personal illness or for reasons outlined in the Minnesota Statutes, section 181.9447, as applicable.

**Subd. 4.** The School District may require an employee to furnish a medical certificate from the School Health Officer or from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School District. In the event that a medical certificate will be required, the employee will be so advised.

**Subd. 5.** Sick leave allowed shall be deducted from the accrued sick leave days earned by the employees.

**Subd. 6.** Sick leave pay shall be approved only upon submission of a signed request upon the authorized "sick leave pay request form" available at the office.

**Subd. 7.** Bereavement. A leave of absence with pay, not to exceed three (3) days, shall be granted in accordance with Minnesota Statutes, section 181.9447, as applicable. Bereavement leave will not be deducted from accumulated sick leave. Unused bereavement leave for such purposes shall not be accumulated.

Additional time may be granted, at the discretion of the superintendent, principal or superintendent's designee, upon written evidence of special need for such additional time. The Superintendent will determine whether to deduct time from sick leave, personnel leave, vacation, or a pay deduct.

**Subd. 8.** Special leaves of absence without pay and fringe benefits may be granted upon agreement between the individual Food Service person and the Hermantown School District for periods of time satisfactory to both parties. Leaves of absence will not be granted for longer than one year periods. Both parties are to review each leave before the one year expiration date to determine termination or extension of said leave. Persons granted such leaves of absence may continue their effective insurance coverage by paying the entire cost of the insurance premium costs.

Unit employees requesting an unpaid leave of absence of over five (5) days shall submit such request to the School Board for consideration. Unit employees requesting an unpaid leave of absence of five (5) days or less shall submit such request to the administration for consideration.

**Subd. 9. Personal Leave**. Four (4) non-cumulative personal leave days each year for incidents involving special obligations or emergencies which cannot be scheduled on non-duty days and are not authorized in other leave provisions is provided under the following guidelines and in accordance with Minnesota Statutes, section 181.9447, as applicable:

A. A written request shall be submitted to the Superintendent or the employee's supervisor at least five (5) days prior to the requested leave day.

B. In emergency situations, written requests may be submitted after the fact; however, it is understood that the employee will assume the responsibility in such an emergency of notifying the Superintendent or the employee's supervisor at the earliest possible time.

C. Deductions for personal leave shall be from accumulated sick leave.

**SECTION 2. CHILD CARE LEAVE.**

**Subd. 1.** A child care leave of up to one year may be granted by the School District subject to the provisions of this section. Child care leave may be granted because-of the need to prepare and provide parental care for a child or children the employee.

**Subd. 2.** A food service employee making application for child care leave shall inform the Superintendent in writing of intention to take the leave at least three calendar months before commencement of the intended leave.

**Subd. 3.** If the reason for the child care leave is occasioned by pregnancy, an employee may utilize sick leave pursuant to the sick leave provisions of the Agreement during a period of physical disability. However, an employee shall not be eligible for sick leave during a period of time covered by a child care leave. A pregnant employee will also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery.

**Subd. 4.** The School District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year - i.e., winter vacation, spring vacation, semester break or quarter break, end of a grading period, end of the school year, or the like.

**Subd. 5.** In making a determination concerning the commencement and duration of a child care leave, the School District shall not, in any event, be required to:

A. Grant any leave more than twelve (12) months in duration.

B. Permit the food service employee to return to their employment prior to the date designated in the request for child care leave.

**Subd. 6.** A food service employee returning from child care leave shall be re-employed in a position for which they are qualified unless previously discharged or placed on unrequested leave.

**Subd. 7.** Failure of the food service employee to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the food service employee mutually agree to an extension in the leave.

**Subd. 8.** Application for return must be made at least two (2) weeks prior to the anticipated return date and be accompanied by a physician's statement attesting to the good health of the employee if the child care leave was for maternity.

**Subd. 9.** Employees on child care leave shall be permitted to pay the contributions required or permitted by law to be made by the employee and the School District into the employee's pension or retirement fund to insure full credit for retirement purposes.

**Subd. 10.** A food service employee returning from child care leave shall retain all benefits that the food service employee possessed prior to the leave but shall accrue no additional benefits during the leave.

**Subd. 11.** The parties agree that the applicable periods of probation as set forth in this agreement are intended to be periods of actual service enabling the school system to have an opportunity to evaluate the employee's performance. Employees agree that the period of time for which the employee is on maternity leave shall not be counted in determining the completion of a probationary period.

**Subd. 12.** A food service employee on child care leave is eligible to participate in group health insurance and life insurance programs as required by law.

**Subd. 13.** Food service employees on child care leave shall be permitted to perform per diem food service services.

**Subd. 14. Seniority and Reinstatement.** Employee's absent on child care leave shall be entitled on return to the same job classification/pay scale held at the time they, went on leave.

**Subd. 15.** A food service employee on maternity leave is eligible to participate in group health insurance and life insurance programs but shall pay the entire cost of the premium.

**Subd. 16.** Food service employees on maternity leave shall be permitted to perform per them food service services.

**Subd. 17. Seniority and Reinstatement.** An employee absent on maternity leave shall be entitled on return to-the-same classification/pay scale held at the time he/she, went on leave**.**

**Subd. 18.** Pregnancy shall be considered a temporary disability and, as such, a female employee shall be allowed to use sick leave for the period of time that a licensed physician reasonably determines that the food service employee is unable to work.

## ARTICLE IX

### WORK DAY AND WORK WEEK

**SECTION 1. BASIC WORK WEEK.** A regular work week shall consist of forty (40) hours for full-time employees. Full-time Food Service employees shall continue a normal work week of thirty-five (35) hours.

**SECTION 2. BASIC WORK DAY.**

**Subd. 1.** A regular work day shall consist of eight (8) hours for full-time employees. Full-time food service personnel have a normal work day of seven (7) hours.

**Subd. 2.** The daily hours for food service employees shall be established for each employee in each classification at the beginning of the school year. If there is more than one starting time within the same classification, the senior person in that classification will be allowed the choice of starting time assignment. Should it become necessary to alter established schedules in the interest of efficient operations, to provide for more beneficial food services or to better utilize facilities or the working forces, no less than fourteen (14) calendar days' notice will be given the local union representative. Again, if there is more than one starting time within the same classification as a result of the altering of established schedules, the senior person in that classification will be allowed the choice of starting time assignment. Upon request, the Superintendent will discuss the new schedules with the local union affording an opportunity to express its views prior to implementation.

**SECTION 3. PARTIAL WORK DAY**. A partial work day is any work day less than eight (8) hours duration. The School District reserves the right to employ occasional food service personnel below the 5 ½ hour category as needed.

**SECTION 4. OVERTIME.** Food Service personnel working over forty (40) hours in a given week shall be paid at the rate of time and one-half (1 ½) for the hours worked over forty (40).

**SECTION 5. WORK YEAR.** The employees work year will follow the school calendar. Employees shall be on duty and provide service for the student contact days plus one additional work day.

**SECTION 6. SCHOOL RECESS.** The Food Services Department staff will not work during student recess and vacation except as stated in Section 5.

**SECTION 7. SCHOOL CLOSING.** In the event that the employees are advised by the administration not to report to work or that school is closed because of inclement weather or other emergencies, employees will not lose pay for such occasions, but may be called upon by the administration to make up those days at some other time.

## ARTICLE X

### EMPLOYMENT STATUS AND PROCEDURES

**SECTION 1. SENIORITY.** Seniority for any Food Service employee shall begin on the date he/she is officially employed by School Board action as a probationary employee. Newly hired or rehired employees shall serve a probationary period of six (6) months during which time they may be dismissed for any reason, without recourse to the grievance procedure. Seniority will not be relinquished by any person transferring into the Food Services Department from other school employee groups. No seniority will accrue while an employee is on an unpaid leave of absence in excess of 30 days.

**SECTION 2. JOB VACANCIES AND POSTINGS.** All job vacancies and new positions shall be posted on the bulletin board five (5) business days prior to filling said vacancy or new position so that each interested employee may have an opportunity to apply. Such notice shall state the prerequisites for the position to be filled and such prerequisites shall be consistent with the requirements of the job. Positions will be filled based on attendance, competence, ability and personal skills (employee disposition). First consideration will be given to employees within the bargaining unit. The supervising administrator will provide a recommendation to the Superintendent. Existing unit employees shall apply for the vacancy or new position in writing and only those applicants who meet the prerequisites will be considered. A successful existing unit applicant shall have a sixty (60) day trial period in which to demonstrate their ability to perform the job. If during said period the Employer considers the employee unqualified, he/she shall be returned to his/her former position without loss of seniority rights. If the employer deems existing unit applicants equal, seniority will be used to determine the selection.

The Employer may make immediate temporary assignments to fill any vacancy or new position while the job posting procedures are being carried out.

All grievances in connection with the filling of a job vacancy or new position shall be referred to the proper step of the grievance procedure of this Agreement.

**SECTION 3. LAYOFF.**

**Subd. 1.** When it becomes necessary to reduce the force, layoff shall be according to seniority unless exceptional circumstances occur of which all Food Service personnel shall be fully apprised in advance.

**Subd. 2.** In the event school is closed for any reason, such as an epidemic, fire, vandalism, or cause over which the School District may have no control, all such employees as may not be needed shall be laid off without pay by seniority (unless as described in Subd. 1 above) until the emergency subsides.

**Subd. 3.** Employees who are placed on layoff status shall be eligible for reinstatement for a period of time not to exceed two (2) calendar years from the effective date of layoff. Reinstatement rights shall not apply to probationary employees. Denial of re-employment during the two (2) year layoff period shall forfeit the employee's right of reinstatement thereafter.

**SECTION 4. GROUNDS FOR SUSPENSION OR DISMISSAL.** The Hermantown School District will act in good faith in suspensions or dismissal of an employee. Except for probationary employees who may be terminated for any reason during their probationary period without recourse to the grievance procedure, the following procedures shall be used in situations involving Suspension or Dismissal.

**Subd. 1. Suspension.**

A. Employees can be suspended for up to a maximum of three (3) days for just cause as specified in Section 5.

B. Employees shall be served with a written notice in person or by certified mail containing the specific charges against them, upon their approval, a copy will be sent to the union.

C. The notice of a suspension may be subject of a disciplinary grievance which shall be served upon the supervising administrator or Superintendent, in writing, within ten (10) days of the date of the notice of the suspension, by the employee and/or the Union.

D. Upon submitting the grievance to the supervising administrator or Superintendent the employee and/or the Union shall be entitled to a hearing before the School Board to present their position. The Union and the School Board representatives shall meet within five (5) days of the suspension to set the date of the hearing. In any event, the hearing shall take place within two (2) weeks of said meeting. Within ten (10) days after the date of the hearing, if the grievance is not settled or otherwise resolved, the grievance may be appealed to arbitration by the Union.

**Subd. 2. Dismissal.**

A. Employees shall first be suspended and served with a written notice in person or by certified mail containing the specific charges against them, upon their approval, a copy will be sent to the Union.

B. Prior to the dismissal of an employee, the employee and/or his/her representative shall be afforded the opportunity to offer his/her defense before the next School Board meeting following the suspension.

C. Should the Union present a disciplinary grievance in connection with a dismissal within ten (10) days of such dismissal to the Hermantown School Board, the dismissal shall be reviewed under the terms of the Grievance Procedure as specified.

**SECTION 5. DISCIPLINARY ACTION.** Disciplinary action shall be imposed upon an employee for just cause only.

**SECTION 6. TIME LIMITS AND HEARING DATES.** Time limits and hearing dates may be extended upon request of either party not to exceed twenty (20) calendar days. All references to days are "calendar days."

**SECTION 7. CLASSIFICATION.**

**Food Service Clerk.** Collects and processes lunch payments for students and staff. Balances cash and credit cards from lunch payments and Ala. Carte sales. Verifies lunch count each day to determine daily participation. Does computer balancing, prepares state reports and performs other related duties as assigned.

**Head Cook.** The head cook prepares meals and performs other kitchen duties as required, and works at least seven (7) hours per day.

**Assistant Cook.** Assists head cook in preparation of meals and performs other kitchen duties as required, working less than seven (7) hours per day, but more than two and one-half (2 1/2) hours daily.

**Cook's Helper and Ticket Taker.** Hired as needed on a regular basis to assist in the Food Service Department operation working less than seven (7) hours per day, but more than two and one-half (21/2) hours daily.

**SECTION 8. PAYMENT OF SALARIES.** All employees will receive their annual salary on a twelve (12) month basis. Paychecks will be issued twice a month. The School District will consider the feasibility of providing paychecks on an every other week basis when it becomes computerized for payroll purposes.

**SECTION 9. RATES OF PAY FOR TEMPORARY ASSIGNMENTS.** When an hourly employee is assigned to a higher or longer hourly position, that person should be paid according to the pay for that new position. The new pay would be effective from the first day of the change. Effective with ratification of this contract employees shall receive an additional $20.00 per day for temporarily filling in for the food service supervisor, provided it is for not less than a seven (7) hour day.

**SECTION 10.** The employer has the right to train an employee per job, per year for not more than 10 days without following seniority, unless mutually extended.

## ARTICLE XI

## GRIEVANCE PROCEDURE

**SECTION 1. PURPOSE.** The purpose of this grievance procedure shall be to secure solutions to grievances equitably, expeditiously and the lowest administrative level. Grievances may not be brought against the District without the approval and support of the Union.

**SECTION 2. GRIEVANCE DEFINITIONS.** A “grievance” shall mean an allegation by the Union resulting in a dispute or disagreement between the Union and the School District as to the interpretation or application of terms and conditions contained in this Agreement.

**SECTION 3. REPRESENTATIVE.** The Union, administrator, or School Board may be represented during any step of the procedure and any person or agent designated by such party is authorized to act in that party's behalf.

**SECTION 4. DEFINITIONS AND INTERPRETATIONS.**

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

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

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

**Subd. 4. Filing and Postmark.** The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

**Subd.5. Informal Effort.** An effort shall first be made to adjust an alleged grievance informally between the Union and the School District's designee.

**SECTION 5. TIME LIMITATION AND WAIVER.** Grievances shall not be valid for consideration unless the grievance is submitted in person (face to face) by the Union in writing to the School District's designee or an Administration office employee setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within (20) twenty days from the date of its occurrence. 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. Failure of administration to respond within time period shall constitute a denial of the grievance and the Union may appeal to the next level.

**SECTION 6. ADJUSTMENTS OF GRIEVANCE.** The School District and the Union shall address all grievances which may arise during the course of employment of any employee within the School District in the following manner:

**Subd. 1. Level I.** If the alleged grievance is not resolved through informal discussion, the School District's designee shall give a written decision on the grievance to the Union within (20) twenty days in person after receipt of the written grievance.

**Subd. 2. Level II.** In the event the grievance is not resolved in Level I, the decision rendered may be appealed by the Union to the superintendent of schools, provided such appeal is made in writing within (20) twenty days in person after receipt of the

decision in Level I. If a grievance is properly appealed by the Union to the superintendent, the superintendent or designee shall set a time to meet regarding the grievance within (20) twenty days after receipt of the appeal. Within (20) twenty days after the meeting, the superintendent or designee shall issue a decision in writing to the Union.

**Subd. 3. Level III.** In the event the grievance is not resolved in Level II, the decision rendered may be appealed by the Union to the School Board, provided such appeal is made in writing within (20) twenty days in person after receipt of the decision in Level II. If a grievance is properly appealed by the Union to the School Board, the School Board shall set a time to hear the grievance within (20) twenty days after receipt of the appeal. Within (20) twenty days after the meeting, the School Board shall issue its decision in writing to the Union. At the option of the School Board, a committee or representative(s) of the board may be designated by the board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.

**SECTION 7. SCHOOL BOARD REVIEW.** The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notify the parties of its intention to review within ten days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

**SECTION 8. DENIAL OF A 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 Union may appeal it to the next level.

**SECTION 9. ARBITRATION PROCEDURES.** In the event that the Union and the School Board are unable to resolve any grievance, the grievance may be submitted by the Union to arbitration as defined herein:

**Subd. 1. Request.** A request to submit a grievance to arbitration must be in writing signed by the Union Officer or Business Agent, and such request must be filed in the Office of the Superintendent within (20) twenty 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 by the Union under the terms of this procedure, the Union and School District shall, within ten 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 to provide a list of arbitrators, pursuant to P.E.L.R.A., providing such request is made within twenty days after the request for arbitration. The parties shall select an arbitrator from this list within thirty days after the receipt of said list by the School

District. Failure to agree upon an arbitrator, failure to request an arbitrator from the Commissioner, or failure to select an arbitrator from the list 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 the School District and Union may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

**Subd. 5. Decision.** The decision by the arbitrator shall be rendered within thirty days after the close of the hearing. Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in P.E.L.R.A. The arbitrator shall issue a written decision and order including findings of fact, which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

**Subd. 6. Expenses.** The Union and School District shall each 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 with the cost of the transcript or recording being borne by the party making the request, unless the parties mutually agree to share the expense. The parties shall share equally fees and expenses of the arbitrator, and any other expenses the parties mutually agree are necessary for the conduct of the arbitration.

**Subd. 7. Jurisdiction**. The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion of 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 Board~~s~~ to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

**SECTION 10. ELECTION OF REMEDIES AND WAIVER.** A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief

may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this article. Upon issuing a proceeding in another forum as outlined herein, the Union's right to initiate a grievance on behalf of the employee pursuant to this article shall be considered to have been waived 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 this Agreement; or to enforce the award of an arbitrator; or when the court has so ordered; nor shall this section apply to any situation when its application would be considered unlawful retaliation or reprisal under applicable federal or state law.

## ARTICLE XII

### RETIREMENT BENEFITS

**SECTION 1. HEALTH REIMBURSEMENT ARRANGEMENT (HRA).** Employees who have worked for one completed year of service as of September 1st will be eligible to participate in the HRA retirement plan. The School District will make a $600 contribution to a HRA each year for each full-time employee, up to a maximum of $10,000. Part-time employees working 14 hours or more per week are eligible for a prorated contribution based on hours worked per day. The placement of employees to determine the contribution amount will be based on the placement of employees in positions as of October 15th. The contribution will be paid by October 30th.

**Examples**

| Employee | Hours per day | Divided by 7 Hours | $ Amount |
|---|---|---|---|
| **A** | 7 | 1.000 | $ 600.00 |
| **B** | 5.5 | 0.786 | $ 472.00 |
| **C** | 8 | 1.0 | $ 600.00 |
| **D** | 3.5 | 0.500 | $ 300.00 |
| **E** | 2 | 0.286 | Does not qualify |

## ARTICLE XIII

### SAFETY AND HEALTH

**SECTION 1.** Both parties will hold themselves responsible for mutual cooperative enforcement of safety rules and regulations.

**SECTION 2.** Should employees complain to the Supervising Administrator that their work requires employees to be in unsafe or unhealthy situations, in violation of acceptable safety rules, the matter shall be reported to the Safety officer of the School District. If the matter is

not adjusted satisfactorily, the matter will be reported and discussed with the Superintendent. If further action becomes necessary, the matter will be brought to the attention of the School Board. Action beyond this level is available to employees in that they may process the matter as a grievance according to ARTICLE XI, GRIEVANCE PROCEDURES, of this Agreement.

**SECTION 3.** Hair nets or caps shall be worn by all employees, including regular, part-time and substitutes.

## ARTICLE XIV

### MISCELLANEOUS

**SECTION 1.** The Union, its representatives and the bargaining unit employee representatives shall have reasonable access to school facilities, with notification, for meeting, handling of grievances, and processing of other Union business.

**SECTION 2.** Employer will provide uniform tops to employees, employees to provide and wear pants of an acceptable style and fabric so as not to inhibit performance, affect the safety of the employee, or present an unsightly appearance as an employee representing the School District.

**SECTION 3.** Employees shall have free access to their personnel files during office hours upon written request and shall have a right to reproduce any file materials at their expense and to submit for inclusion in the file written response to any material contained therein.

## ARTICLE XV

### DURATION

**SECTION 1. TERM AND REOPENING NEGOTIATIONS:** This Agreement shall remain in full force and effect for a period commencing on its date of execution, through June 30, 2027, and thereafter as provided by P.E.L.R.A. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than 120 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

**SECTION 2. EFFECT:** This Agreement constitutes the full and complete Agreement between the School District and 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. Nothing in this Agreement shall be construed to obligate the school district to continue or discontinue existing or past practices, or prohibit the school district from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

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

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

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

| | |
|---|---|
| UNION LOCAL NO. 346 | INDEPENDENT SCHOOL DISTRICT #700 |
| _____ | _____ |
| _____ | _____ |
| Dated this ___ day of _____20____ | Dated this ___ day of _____ 20____ |

## SCHEDULE A

### SALARY SCHEDULE

**SECTION 1 SALARY CLASSIFICATIONS.** The salary schedule for the classifications covered by this Agreement are as follows:

**Schedule of Rates**

| Classification | Step | 2025-2026 Hourly | 2026-2027 Hourly |
|---|---|---|---|
| Food Service Clerk | 1 | $ 23.42 | $ 23.89 |
| | 2 | $ 23.65 | $ 24.12 |
| Head Cook | 1 | $ 22.59 | $ 23.04 |
| | 2 | $ 22.81 | $ 23.27 |
| Assistant Cook | 1 | $ 21.09 | $ 21.51 |
| | 2 | $ 21.36 | $ 21.79 |
| Cook's Helper | | $ 20.40 | $ 20.81 |
| Ticket Taker | | $ 18.13 | $ 18.49 |

Employees move a step on July 1st – Move to next step if hired before May 1st