

**CONDITIONS OF EMPLOYMENT  
FOR  
UNITED FOOD SERVICE WORKERS ASSOCIATION**

**INDEPENDENT SCHOOL DISTRICT NO. 31  
BEMIDJI, MINNESOTA**

**For Fiscal Years  
2011-2012 & 2012-2013**

**NOTE: SBR 200-60-1 dated May 21, 2012, supercedes SBR 200-60-1 dated March 31, 2010.**

**SBR 200-60-1  
ISD #31  
*May 21, 2012***

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**ARTICLE I  
PURPOSE**

Section 1. Parties: THIS AGREEMENT, entered into between the School Board of Independent School District No. 31, Bemidji, Minnesota, hereinafter referred to as the District; United Food Service Workers Association hereinafter referred to as Exclusive Representative, pursuant to and in compliance with the Public Employment Labor Relations Act, as amended, hereinafter referred to as 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 P.E.L.R.A., the District recognizes the United Food Service Workers Association as the Exclusive Representative for food service workers employed by the District, which exclusive representative shall have those rights and duties as prescribed by P.E.L.R.A. and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The 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 P.E.L.R.A. and in certification by the Director of Mediation Services, if any.

**ARTICLE III  
DEFINITIONS**

Section 1. Terms and Conditions of Employment: Shall mean the hours of employment, the compensation therefore including fringe benefits and the District'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 workers shall mean all persons in the appropriate unit employed by the District in such classification excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of 14 hours per week or 35 percent of the normal work week in the employee's bargaining unit or employees who hold position of a basically temporary or seasonal character for a period not in excess of 67 working days in any calendar year.

Section 3. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by P.E.L.R.A.

## **ARTICLE IV EMPLOYEE RIGHTS**

Section 1. Right to View: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his 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 designated 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 the terms and conditions of employment for employees of such unit with the District.

Section 3. Exclusive Representative Time Off: The District shall afford reasonable time off, with salary deduction, to elected officers or representatives of the United Food Service Workers Association for the purpose of conducting the duties of the United Food Service Workers Association.

## **ARTICLE V DISTRICT RIGHTS**

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

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

Section 3. Effect of Laws, Rules and Regulations: The Exclusive Representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the District insofar as such services and duties are consistent with but not limited to the terms of this contract and shall be governed by the laws of the State of Minnesota, and by District rules, regulations, directives and orders, issued by properly designated officials of the District. The Exclusive Representative also recognizes the right, obligation and duty of the School Board and its duty designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the District insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the District, all

employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the state. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void without force and effect.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of District 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 the Agreement are reserved to the District.

## **ARTICLE VI RATES OF PAY - HOURS OF WORK**

### Section 1. Rates of Pay

#### Subd. 1. Salary Classifications (Addendum B).

1. Food Service Worker - Level 1 and Level 2
2. Cook
3. Baker II
4. Food Service Recorder

Subd. 2. Food service employees employed for the school term will work days scheduled as "student days" in the adopted school calendar. Other days shall be worked as mutually agreed between the employee and the District.

Subd. 3. Payroll. Salary for those paid on a school term basis will be paid twice a month over twenty (20) equal payments, with payments to be made on the 15th and last day of the month, except that the last payment of the annual salary will be made by the last day of June.

### Section 2. Employment Year and Hours of Work:

Subd. 1. The annual employment year will be from July 1 to June 30.

Subd. 2. The work week will be as follows:

1. Monday through Friday, according to the daily work schedule established for each work station.
2. Special Events - work schedules for special events shall be on a volunteer basis. Staff within the Building where the event is scheduled shall be given the first opportunity to work the event. Additional staff needs will be offered to other food service employees.
3. Any deviation from the posted work schedules must be approved by the Food Service Coordinator.

**Section 3. Split Shift Differential**

Subd. 1. Any employee who works four (4) hours or more per day and works a split shift shall receive a Split Shift Differential of 10¢ per hour added to their regular base pay rate for each hour worked on student days.

Subd. 2. A split shift will be defined as a regularly scheduled shift which is broken into two or more segments with a break of more than one hour between the segments.

**Section 4. Emergency Closings: In the event of a student day lost for any emergency, school term employees shall perform duties on the make-up day as the District shall determine.**

**ARTICLE VII  
INSURANCE**

Section 1. Health Insurance: For employees in each category of this Agreement who have been employed continuously for a three month period and have regularly worked four hours or more each duty day, the District will pay directly to the insurance carrier for which it has contracted for group hospitalization, medical and major medical coverage an amount subject to the proration schedule under Section 2.

Section 2. Insurance Benefit Proration: Employees in each category of this agreement shall have all insurance premium contributions allowed by the District, prorated in accordance with the total number of hours they work on a regular daily basis during the course of the employment year. The same prorata amount of the District's contribution shall remain in effect during any uniform vacation shut down period when the employee is not required to be on duty. The following proration schedule shall be used.

<b>HOURS OF QUALIFICATION</b>	<b>PERCENT PRORATION OF DISTRICT CONTRIBUTION</b>	<b>2011-2012 MONTHLY CONTRIBUTION</b>	<b>2012-2013 MONTHLY CONTRIBUTION</b>
<b>Under 4 hours daily</b>	<b>No Contribution</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>4 up to 5.99 hours daily</b>	<b>75</b>	<b>\$489.00</b>	<b>\$513.75</b>
<b>6 or more hours daily</b>	<b>100</b>	<b>\$652.50</b>	<b>\$685.00</b>

Section 3. Dependent Coverage: Should any employee have coverage for dependents she/he may do so by written authorization to deduct the additional premium through payroll deductions and by successfully completing the required insurance forms and qualifications.

Section 4. Term Life Insurance: For all employees in the unit who have been employed continuously for a period of two years, and regularly work four (4) hours or more each duty day, and no less than 170 days each year, the district will pay directly to the insurance carrier selected by the District the annual premium for \$40,000 maximum

coverage term life insurance during the period the employee is employed with the District. This becomes effective upon written notification from the insurance company.

Section 5. Duration of Insurance Contribution: An employee is eligible for District contributions as provided in this article as long as the employee is employed by the District. Upon termination of employment, all District participation and contribution shall cease effective on the last working day.

Section 6. Claims Against the District: It is understood that the District's only obligation is to purchase an insurance policy and pay such amounts as agreed herein and no claim shall be made against the District as a result of a denial of insurance benefits by an insurance carrier.

Section 7. Insurance - Retirement: Employees who qualify for and receive retirement benefits under the rules and regulations of the Public Employees Retirement Association (PERA) or other appropriate State of Minnesota sponsored retirement fund and participate in the current District sponsored health insurance plan(s) as of the date of retirement and are otherwise eligible to continue coverage under Minn. Stat. §471.61, may elect to remain in the existing health insurance group upon retirement.

The employee will also be required to notify the District in writing of this option and pay the full premium in advance installments.

## **ARTICLE VIII LEAVES OF ABSENCE**

Section 1. Sick Leave: All regular employees shall earn sick leave at the rate of one day for each month of employment with the district but shall not exceed ten days a year.

Subd. 1. Unused sick leave may accumulate to a maximum of 1,424 hours.

Subd. 2. Sick leave with pay shall be granted whenever an employee's absence is found to have been due to a disease, disorder, or illness of the mind or body of the employee.

Subd. 3. The District may require an employee to furnish a medical certificate 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 the eligibility of an employee for sick leaves is reserved to the Superintendent or designee.

Subd. 4. Sick leave pay shall be approved only upon submission of an authorized sick leave pay request form.

Subd. 5. It shall be the duty of the employee to call the immediate supervisor or designee and report sickness prior to the time the employee is scheduled to report to work.

Subd. 6. Sick leave may be used for serious illness in the immediate family. Immediate family to be defined as: spouse, parent, child, parent-in-law, brother, sister, son-in-law, daughter-in-law, grandparents, grandchild, brother-in law or sister-in-law. The District may require an employee to furnish a medical certificate or other reasonable evidence of such illness for leave under this subdivision.

## Section 2. Medical Leave:

Subd. 1. The employee who is unable to perform his/her employment duties because of medical disability, upon written request and subject to approval of the District, may be granted a medical leave of absence without pay not to exceed six months, during the continuance of such medical disability.

Subd. 2. A request for medical leave of absence under this section shall be accompanied by a doctor's statement, in writing, outlining the condition of health and the estimated time at which the employee is expected to be able to resume normal employment responsibilities.

Subd. 3. A leave of absence without pay shall be granted to an employee for the purpose of childbearing and/or childrearing on the conditions contained in this subdivision.

Subd. 4. An employee shall be entitled upon request to a leave of absence not to exceed six months duration during the period of pregnancy and six months after the child's birthdate when the employee is unable to perform her employment duties for medical causes. Determination of such inability to perform employment duties shall be made by the employee and her attending physician. Said employee shall notify the Superintendent, in writing, of her inability to perform her employment duties thirty days prior to the date on which her leave is to begin. Said employee shall include with such notice a physician's statement certifying inability to perform her employment duties. An employee who is pregnant may continue in active employment as late into her pregnancy as she desires, provided she is able to perform her employment duties.

Subd. 5. The employee shall notify the Superintendent of her ability to perform her employment duties thirty calendar days prior to the date she intends to return to active employment from leave. At the end of the thirty day period, said employee shall be assigned the same position which she held at the time the leave commenced, or if such position is no longer in existence, to a substantially equivalent one. The reemployment rights shall be afforded to the employee for six months from the date of the initial leave of absence.



Subd. 6. Notwithstanding any other provision thereof, the total medical leave provided for in this section shall not exceed a period of six months.

Subd. 7. All or any portion of leave taken under this section by an employee during which he or she has a medical disability may at the employee's option be charged to the employee's available sick leave, he or she must notify the District in writing prior to the termination of the leave of the number of days of such leave to be charged to the sick leave provisions of this agreement.

Section 3. Bereavement Leave: The Superintendent or designee may grant absences to the employees in the group with pay, for up to three (3) full days per bereavement of immediate family as defined below. Normally, leave under this section is for consecutive days, however exceptions may be made upon request and subject to approval by the Superintendent or designee. Any exceptions granted by the Superintendent or designee shall not be subject to the grievance procedure and will not be considered as precedent.

Subd. 1. Immediate family shall be defined as spouse, parent, step-parent, child, parent-in-law, brother, sister, son or daughter-in-law, grandparent, grandparent-in-law, grandchild, brother or sister-in-law.

Subd. 2. The Superintendent or designee may grant absences to the employees in the group, with pay, for one (1) day per bereavement of an aunt, uncle, niece or nephew. Pay for bereavement leave for an aunt, uncle, niece or nephew shall be deducted from sick leave.

Subd. 3. If special circumstances arise the Superintendent or designee may grant the employee additional days of leave, with pay, but deductible from the sick leave accumulation. Action taken by the Superintendent or designee will not be considered precedent setting.

Section 4. Adoption Leave: An employee adopting a child shall be entitled to a leave of absence, without economic benefit, for a period of up to six months. The leave may commence at any time as mutually agreed between the Superintendent, or designee, and employee. The employee shall furnish the district a written request for the leave.

During the leave period the employee shall not pursue a formal post secondary education or engage in other employment.

Leave under this section shall not be deductible from sick leave accumulation.

Section 5. Dependent Care Leave: An employee may be granted a noneconomic dependent care leave, at the sole discretion of the Superintendent or designee, for the purpose of providing home medical care or care to a hospitalized critically ill son, daughter, spouse or parent. Such leave shall not exceed a period of six months. During

an approved leave period should the ill son, daughter, spouse or parent no longer require home medical care, the employee would be required to report back to work.

A written leave request must be submitted and shall include:

1. A description of the need for the leave.
2. Expected length of time needed for the leave.
3. Physician's statement attesting to the need and level of care required or to be provided.

An employee shall provide the District with sufficient notice of his/her intent to return to work prior to the expiration date of the leave.

## **ARTICLE IX HOLIDAYS**

Section 1. Allowable Holidays: All employees who are employed on a school term basis shall be entitled to seven (7) paid holidays each year. They are: Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Years Day, Good Friday, and Memorial Day.

Section 2. Observance of Holidays: When a holiday falls on Sunday, the following Monday will be observed. When a holiday falls on a Saturday, the Friday before will be observed. If any of the allowable holidays fall on a day when school is in session, an alternate day will be named by the Superintendent or his authorized representative.

## **ARTICLE X GENERAL MATTERS**

Section 1. Retirement Severance Pay: An employee who has fifteen (15) or more years of continuous employment with the District and qualifies for and receives retirement benefits under the rules and regulations of the Public Employees Retirement Association (PERA), other appropriate State of Minnesota sponsored retirement fund, or Social Security; or, has twenty (20) years of service to the District shall be entitled to severance pay upon retirement. Such severance pay shall be equal to the number of full time equivalent eight hour days (accrued sick leave hours divided by 8) of accumulated sick leave multiplied by forty-five dollars (\$45.00) for each day.

Section 2. Post Employment Health Care Savings Plan (HCSP): United Food Service Workers Association employees are eligible to participate in the Minnesota Post Employment Health Care Savings Plan (HCSP) established under Minnesota Statutes §352.98 and as outlined in the Minnesota State Retirement System's Trust and Plan Documents. All funds collected by the employer on behalf of the employee will be deposited into the employee's post employment health care savings plan account.

Subd. 1. Method of Payment: All employees eligible for the severance payment outlined in ARTICLE X, Section 1 will contribute 100% of the severance payment to the Post Employment Health Care Savings Plan.

Section 3. Vacancies: When a position within this unit becomes vacant, it shall be posted on the official bulletin board in each school's kitchen and by letter to the president of the UFSWA. The final authority for filling the position rests with the administrative officials involved. The initial opening will be posted. They may use training, experience and time in the position as a deciding factor when filling the position. During uniform shutdown, postings will be sent to the exclusive representative, the head cook of each building, and posted on the District e-mail system.

Section 4. Probationary Periods:

Subd. 1. All new employees shall be subject to a probationary period of one (1) year. During this period, if the employee does not meet the required standards, the employee shall be subject to dismissal.

Subd. 2. Probationary Period, Change of Classification or Work Station: In addition to the initial probationary period, an employee transferred or promoted to a different classification or work site shall serve a new probationary period of 90 days in any such new classification or work site. During this 90 day period, if it is determined by the Superintendent or designee that the employee's performance in the new classification or work station is unsatisfactory, the Superintendent or designee shall have the right to reassign the employee to his/her former or similar classification or work station.

Section 5. Temporary Vacancy: When an employee is asked to assume the duties of another employee due to a temporary absence or termination, and if the vacant position is at a higher compensation level, such employee, shall be paid at the higher rate until the vacancy no longer exists.

Section 6. Payment for School Nutrition Association Certification. Food Service employees who have successfully completed the School Nutrition Association Certification program will receive the following stipend annually:

	<u>2011-2012</u>	<u>2012-2013</u>
Level 1:	\$300.00	\$450.00
Level 2:	\$400.00	\$600.00
Level 3:	\$500.00	\$750.00

The District will not pay the registration fee for courses leading to any of the above levels.

## Section 7. Seniority

Subd. 1. Employees who work ten hours or more weekly during the employment period, shall be granted seniority standings after successfully completing the probationary period.

Subd. 2. In the event it is necessary to terminate a position(s) the employee(s) affected will be given no less than two weeks notice.

Subd. 3. In the event of a layoff, a reduction in force, or the elimination of a position in any category of employment, employees shall be laid off according to seniority in the inverse order of employment.

Subd. 4. In the event of a layoff, reduction in force, reduction in days or hours (reduction must be equal to or greater than one hour per day or 5 hours per week for the purpose of this subdivision) or the elimination of a position in a job level classification, a senior employee in that job level classification may exert employment rights over other employees in the same job level classification with less seniority, as follows:

First, the senior employee may exert the right to employment over the most junior employee in the same job level classification as the senior employee.

Secondly, if there is no junior employee in that job level classification, then the senior employee may exert the right to employment over the most junior employee in the next lower job level classification in which there is a junior employee.

Subd. 5. There is no seniority unless the employee has met the qualifier of 10 hours per week or more. Seniority begins on the date of employment when the above qualification has been met.

## **ARTICLE XI GRIEVANCE PROCEDURE**

Section 1. In the absence of any other agreement by the two parties, the parties hereto shall be subject to the grievance procedure in effect at the inception of any grievance proceedings as promulgated by the Director of Mediation Services pursuant to P.E.L.R.A. 179.71, Subdivision 5(i) as amended from time to time. The present grievance procedure of the director is attached to this Agreement as Appendix A.

**ARTICLE XII  
DISTRICT MATCH 403(b) TAX DEFERRED ANNUITY**

Section 1. Eligibility: A District match to an employee's qualified 403(b) tax deferred annuity shall become available to an employee when they have successfully completed one year of employment in the District.

Section 2. Amount: For each dollar (\$1) that an employee contributes via payroll deduction to a qualified 403(b) tax deferred annuity, the District shall contribute one dollar (\$1) to the same annuity, up to a maximum annual contribution of three hundred-twenty (\$320.00) dollars for **2011-2012 and four hundred-fifty (\$450.00) for 2012-2013.**

Section 3. Limitation: Under no circumstances will the lifetime contribution for any one employee exceed \$20,000. The amounts contributed by the District as the District match will reduce benefits payable under ARTICLE X, Section 1 – Retirement Severance Pay, in an amount equal to cumulative employer contributions.

**ARTICLE XIII  
DURATION**

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, **2011**, through June 30, **2013**, and thereafter until modified. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than 90 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the 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, District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

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

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

## GRIEVANCE PROCEDURE

### Application

This grievance procedure shall be applicable whenever a public employer and the Exclusive Representative of public employees cannot reach agreement on a grievance procedure as required by Minnesota Statutes, Section 179.70, Subdivision 1.

### Definitions

**Grievance:** "Grievance" means a dispute or disagreement as to the interpretation or application of any term or terms of any contract required under Minnesota Statutes, Section 179.70, Subdivision 1.

**Days:** "Days" mean calendar days excluding Saturday, Sunday, and legal holidays as defined by Minnesota Statutes.

**Service:** "Service" means personal service or by certified mail.

**Reduced to Writing:** "Reduced to Writing" means a concise statement outlining the nature of the grievance, the provision(s) of the contract in dispute, and the relief requested.

**Small Group of Employees:** "Small Group of Employees" means a group of employees consisting of five (5) or less.

**Answer:** "Answer" means a concise response outlining the employer's position on the grievance.

### Step I.

Whenever any employee or small group of employees have a grievance, he or they shall meet on an informal basis with the employee's or employees' immediate supervisor in an attempt to resolve the grievance within twenty (20) days after the grievance occurred or twenty (20) days after the employee(s), through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. If the grievance is not resolved within fifteen (15) days of the first informal meeting, the grievance may be reduced to writing by the Exclusive Representative and served upon the public employer's designate (see Step II). Service must be made within fifteen (15) days of the last informal meeting. The employer shall, within five (5) days of receipt of the written grievance, serve his answer upon the Exclusive Representative. In the event the Exclusive Representative refuses to process the grievance, the employee(s) may proceed with the grievance and if he so chooses, may select a designee to represent him.

If the grievance involves and affects more than five (5) employees, the grievance may be reduced to writing by the Exclusive Representative (or the employees of their designated representative in the event the Exclusive Representative has declined to proceed with the grievance) and must be served upon the employer within twenty (20) days after the grievance occurred or twenty (20) days after the grievants, through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. The employee shall within five (5) days serve his answer upon the exclusive representative (or in the appropriate case, employee(s) or their designee).

Step II.

The employer's representative shall meet with the Exclusive Representative (or in the appropriate case, employee(s) or their designee) within seven (7) days after receipt of the written grievance. The parties shall endeavor to mutually resolve the grievance. If a resolution of the grievance results, the terms of that resolution shall be written on or attached to the grievance and shall be signed by all parties. If no agreement is reached within fifteen (15) days of the first Step II meeting, the Exclusive Representative (or in the appropriate case, employee(s) or their designee), if he elects to proceed with the grievance, must proceed with Step III by serving a proper notification on the appropriate Step III official(s). The notification shall contain a concise statement indicating the intention of the party to proceed with the grievance, an outline of the grievance, the provision(s) of the contract in dispute, and the relief requested.

Step III.

The employer, its chief administrator, or its special representative shall meet with the designated official of the Exclusive Representative (or in the appropriate case, employee(s) or their designee), within ten (10) days after receiving notice of intention to proceed with the grievance pursuant to Step II. If resolution of the grievance results, the parties shall reduce the resolution to writing and design the memorandum as provided in Step II. If the parties are unable to reach agreement within ten (10) days after the first Step III meeting, either party may request arbitration by serving a written notice on the other party of their intention to proceed with arbitration.

If a grievance procedure is provided by a system of civil service or other such body, the exclusive representative or employee(s) must elect either to process the grievance through this procedure or the civil service's or other such body's procedure, and in no event may a grievant avail himself of both procedures.

Step IV.

The employer and the employee representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the employer and the employee representative are unable to agree on an arbitrator, they may request from the Director of the Bureau of Mediation Services, State of Minnesota, a list of five (5) names. The list maintained by the Director of the Bureau of Mediation Services shall be made up of qualified arbitrators who have submitted an application to the Bureau. The parties shall

alternately strike names from the list of five (5) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin. Each party; shall be responsible for equally compensating the arbitrator for his fee and necessary expense.

The arbitrator shall not have the power to add, to subtract from, or to modify in any way the terms of the existing contract.

The decision of the arbitrator shall be final and binding on all parties to the dispute unless the decision violates any provision of the laws of Minnesota or rules or regulations promulgated thereunder, or municipal charters or ordinances or resolutions enacted pursuant thereto, or which causes a penalty to be incurred thereunder. The decision shall be issued to the parties by the arbitrator, and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

Processing of all grievances shall be during the normal workday whenever possible, and employees shall not lose wages due to their necessary participation. For purposes of this paragraph, employees entitled to wages during their necessary participation in the grievance proceeding are as follows:

- a. The number of employees equal to the number of persons participating in the grievance proceeding on behalf of the public employer; or
- b. If the number of persons participating on behalf of the public employer is less than than three employees may still participate in the proceedings without loss of wages.

The parties, by mutual written agreement, may waive any step and extend any time limits in a grievance procedure. However, failure to adhere to the time limits may result in a forfeit of the grievance, or, in the case of the employer, require mandatory alleviation of the grievance as outlined in the last statement by the exclusive representative or employee.

The provisions of this grievance procedure shall be severable, and if any provision or paragraph thereof or application of any such provision or paragraph under any circumstances is held invalid, it shall not affect any other provision or paragraph of this grievance procedure or the application of any provision or paragraph thereof under different circumstances.



**FOOD SERVICE - SALARY CLASSIFICATIONS**

		<b>2011-2012</b>	<b>2012-2013</b>
	<b>JOB LEVEL</b>	<b>HOURLY</b>	<b>HOURLY</b>
		<b>RATE</b>	<b>RATE</b>
1	Food Service Worker I, Food Service Recorder	\$13.26 \$13.41 \$13.60	\$13.54 \$13.69 \$13.88
2	Food Service Worker II, Baker II	\$13.84 \$14.01 \$14.18	\$14.12 \$14.29 \$14.46
4	Cook	\$15.12 \$15.28 \$15.45	\$15.40 \$15.56 \$15.73

\* Reflects an increase of 1.0% for 2011-2012 and twenty-eight (\$0.28) cents per hour for 2012-2013.

Employees who have been continuously employed for the number of years specified shall receive an additional hourly amount as indicated, over their base salary.

<u>Years of Service</u>	<u>2011-2013</u>
5 years continuous employment -	80¢ per hour
10 years continuous employment -	90¢ per hour
15 years continuous employment -	\$1.00 per hour
20 years continuous employment -	\$1.10 per hour
25 years continuous employment -	\$1.20 per hour
30 years continuous employment -	\$1.30 per hour

Food service level increases will be effective at the beginning of the school term each year. An employee must have begun employment prior to January 1st of the previous school year to advance to the next level.

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

For the Food Service Employees  
Independent School District No. 31  
Bemidji, Minnesota

/s/ Vivian W. Bruchardt  
Chief Employee Negotiator

/s/ Cindy L. Miller

/s/ Carla Gunn

Dated this 23 day of May, 2012

For the Board of  
Independent School District No. 31  
Bemidji, Minnesota

/s/ Ann Ryland  
Chair

/s/ Carol L. Johnson  
Clerk

/s/ John Han  
Chief Board Negotiator

Dated this 4 day of June, 2012