

Delano Public Schools

Independent School District #879

Delano, Minnesota

2021 - 2023

LABOR AGREEMENT

FOOD SERVICE STAFF

1. **PARTIES TO AGREEMENT**

This agreement is entered into between the Board of Education of the Delano Public Schools, Independent School District #879, Delano, Minnesota and the Food Service workers of said district.

2. **DURATION OF AGREEMENT**

This agreement shall be in force beginning July 1, 2021, through June 30, 2023, and shall cover the 2021-2022 and 2022-2023 school years.

3. **HOURS OF SERVICE AND WORK YEAR**

A normal work year for purposes of this agreement shall be the established each year by the Board of Education. Hours per day may vary by position and shall be established by the Board of Education.

If school is canceled later in the morning due to poor weather and cooks have already reported to work, these food service employees shall be paid a minimum of one half or 50% of their normal daily pay.

A five (5) minute tolerance per week will be allowed on time cards.

Employee lunch period shall be paid.

4. **RATES OF PAY**

A. **Hourly Rate:** - See attached salary schedule

B. **Uniform Allowance:** Each food service employee that completes a full school-year of service shall be allowed up to \$150 in 2021-2022 and \$150 in 2022-2023 for the year for the purchase of work-related uniforms. To obtain reimbursement the employee must turn into the district office receipts for said purchases. Partial work years will be prorated.

C. **Banquet/Extra Work:** Food service employees who work at special functions or banquets held in the school shall be paid at the rate of \$22/hour. Opportunities to work at these functions will be offered by seniority.

D. **Assistant Head Cooks:** Elementary and Middle School/High School assistant head cooks will be paid an additional \$1.00 per hour when the head cook is absent for the day.

E. **Food Service Manager Certification:** Employees holding food service manager certification will be paid an annual stipend of \$100. Proof of certification must be presented to the Human Resources/Payroll office prior to payment of the stipend.

5. **HOLIDAYS**

Employees shall be paid for the following seven (7) holidays:

One (1) MEA day, Thanksgiving Day, Christmas Day, New Year's Day, President's Day, Good Friday, and Memorial Day

If school is in session on any of the above holiday(s), the school district will determine another day in the same school year to be taken as a holiday, or each employee will be granted a floating holiday to be used at the employee's discretion upon reasonable notice and following the guidelines set forth in Section 7, A. Personal Leave.

6. INSURANCE

Health & Hospitalization: The school district shall contribute the following maximum amounts toward the cost of a single or family policy in the district's group health and hospitalization plan (pro-rata for partial school-years worked): Single - \$8,000 to be used to pay monthly premiums and the remaining balance to be deposited monthly into the VEBA/HSA savings account in the 2021-2022 and 2022-2023 school years; Family - \$11,000 with \$3,000 per year being divided and deposited monthly into the employee's VEBA/HSA savings account and the remaining balance being used to pay monthly premiums in the 2021-2022 and 2022-2023 school years.

Employees who choose to waive health insurance coverage shall receive the following additional hourly pay:

	<u>2021-2023</u>
25 or more hours per week	\$1.10

If an employee was hired before July 1, 2017, and works less than 25 hours but a minimum of 20 hours per week and waives health insurance coverage, the employee shall receive an additional \$.80 hourly pay.

If both a husband and wife are employed by the district, the district reserves the right to pay the least expensive option for health coverage.

To be eligible for the insurance program an employee must work a minimum of 25 hours per week or the minimum hour requirement of the health insurance provider.

7. LEAVES OF ABSENCE

A. **Personal Leave:** Each employee that completes a full school-year shall be granted two (2) days of personal leave, non-accumulative, to be granted only for important personal business which cannot be attended to during non-duty hours (pro-rata for partial year worked).

Employees wishing to take a personal leave day shall give the administration three (3) days written request, except in cases of emergency. Not more than two (2) employees may be on personal leave at any one time, unless authorized by the Superintendent of Schools or the Business Manager.

Personal Leave shall not be granted for:

- a) the first or last day of school (student contact days)
- b) the day preceding or following a scheduled school vacation period, or
- c) the last two weeks of school.

Personal leave may be granted during winter vacation and/or spring break.

B. **Sick Leave:** Each employee shall be granted up to eight (8) days of paid leave per year, earned a rate of one day per month, cumulative to 120 days, for the illness of the employee. Up to four (4) of the eight (8) days per year may be granted for the critical illness of the employee's spouse, child, parent, brother, sister or in-laws (pro-rata for partial year worked).

C. **Bereavement Leave:** Each employee may be granted up to three (3) days of paid leave in the case of the death of a spouse, child, parent, brother, sister, or in-laws. One day may be granted for the death of a grandparent or grandchild. Additional days may be granted by the Superintendent of Schools or the Business Manager. Additional days shall be deducted from accumulated sick leave days or be taken as unpaid days. Unpaid days under this provision will not be considered unpaid days under provision 7.D. Unpaid Leave.

D. **Unpaid Leave:** Each employee is allowed up to three (3) days of unpaid leave at their supervisor's discretion. Additional days of unpaid leave may be granted by the Superintendent of Schools or Business Manager.

E. **Jury Duty:** Employees involuntarily called and selected for jury duty shall receive their regular compensation for their employment less the amount received by them as jurors, exclusive of mileage.

F. **Longevity Day:** After completion of ten (10) years of service to the School District, a food service employee may take one (1) paid day at their discretion subject to the restrictions outlined at the end of this provision. This shall increase to two (2) paid days after twenty (20) years of continuous service to the District. This day(s) cannot be taken with a school break, with the exception of winter vacation and/or spring break, or during the first week of school or the last two weeks of school. A request for longevity day leave must be made in writing at least five (5) days in advance to the Food Service Director or Business Manager.

Longevity days are non-accumulative, must be taken before the last two weeks of the current school year, and will be pro-rated based on the number of hours regularly worked per day.

8. **MISCELLANEOUS**

School Lunch: The district shall pay for one adult school lunch per day for each food service employee.

Professional Standards Training: The district shall pay for a professional standards training day for each food service employee.

Flexible Learning Days: If there are three (3) flexible learning days, each food service staff member will be afforded the opportunity to work one shift on a non-student contact day to perform duties as determined by the Food Service Director; if there are four (4) or more flexible learning days, each food service staff member will be afforded one additional opportunity to work a shift on a non-student contact day to perform duties as determined by the Food Service Director.

9. **403(b) RETIREMENT PLAN**

For participation in this benefit an employee must work 174 days and 20 hour work weeks to constitute a year of service.

After five years of service the district will contribute \$300 per year to a 403(b) account upon enrollment with one of the district's approved vendors.

Annually the district will contribute 50% of an employee's contribution to a 403(b) plan not to exceed \$300.00.

10. **WORKERS' COMPENSATION INSURANCE**

If an employee is receiving workers' compensation for a work-related illness or injury, upon request the employee may use any accumulated sick leave to make up the difference, if any, between the employee's regular earnings and the workers' compensation payments. When accumulated sick leave, is exhausted, an employee will receive workers' compensation payments only. Any workers' compensation absence will be counted against the employee's FMLA leave entitlement, if any.

11. Food Service employees are employed at-will and may be terminated at any time with or without cause.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS FOLLOWS:

Food Service Employees
Delano Public Schools

Delano School Board
Delano Public Schools

Mary Stoddard
(Representative)

Dated this 5th day of July, 2021

[Signature]
(School Board Chair)

Dated this 28 day of June, 2021

Ina Majumdar
(Representative)

Dated this 5 day of July, 2021

Raul Perez
(School Board Clerk)

Dated this 28 day of June, 2021

Mandy [Signature]
(Representative)

Dated this 6 day of July, 2021

Attachment A: Food Service Contract 2021-2023

2021 – 2022

	<u>Cooks</u>	<u>Food Service Workers</u>	<u>Head Cooks</u>	<u>Dishwashers</u>
Step 1	13.85	12.64	20.22	13.71
Step 2	14.46	13.20	21.13	14.25
Step 3	15.12	13.81	22.11	14.84
Step 4	15.82	14.41	23.25	15.40
Step 5	16.52	15.03	24.33	15.97
Step 6	18.25	16.73	25.46	16.70

Career Increments:

Beginning the 5th year	+ \$.35
Beginning the 10th year	+ .45
Beginning the 15th year	+ .55
Beginning the 20th year	+ .65
(for a total of \$2.00)	

2022 – 2023

	<u>Cooks</u>	<u>Food Service Workers</u>	<u>Head Cooks</u>	<u>Dishwashers</u>
Step 1	14.85	13.64	21.22	14.71
Step 2	15.46	14.20	22.13	15.25
Step 3	16.12	14.81	23.11	15.84
Step 4	16.82	15.41	24.25	16.40
Step 5	17.52	16.03	25.33	16.97
Step 6	19.25	17.73	26.46	17.70

Career Increments:

Beginning the 5th year	+ \$.35
Beginning the 10th year	+ .45
Beginning the 15th year	+ .55
Beginning the 20th year	+ .65
(for a total of \$2.00)	

NOTE: Food Service Workers, for hires after July 2005, are defined as employees working 3 hours per day or less. Food Service employees are employed at will and may be terminated at any time with or without cause.

Step advancement shall occur the first pay period following the successful completion of the employees twelfth month (one calendar year) of employment and at the same pay period each year thereafter.