

Hastings Area Public Schools - ISD 200
School Board Meeting Agenda

Monday, February 6, 2023
Special Meeting of the Hastings School Board - Closed Session
District Office - Conference Room A

- I. **Call Meeting to Order**
 - a. Attendance
- II. **Pledge of Allegiance**
- III. **Motion to move to a closed session**
- IV. **Motion to move to an open session**
- V. **Official action(s), if necessary, regarding closed session discussion**
- VI. **Official action(s), if necessary, regarding strike planning**
- VII. **Adjournment**

Member _____ introduced the following Resolution and moved its adoption:

STRIKE PLAN RESOLUTION

WHEREAS, the School District has been notified that the membership of SEIU Local 284, Food Service Personnel (“Union”) intend to commence a strike on February 7, 2023;

WHEREAS, the School Board and Administration must take action to ensure necessary arrangements are made to ensure school remains open to the maximum extent possible in the event the Union follows through on its plan to strike;

NOW, THEREFORE, BE IT RESOLVED by the School Board of Independent School No. 200, Hastings, as follows:

1. In the event of a strike by the Union, the Superintendent or his designee is authorized to exercise the following powers to the extent permitted by law:
 - a. Temporarily assign and reassign personnel as needed.
 - b. Engage the services of any temporary workers, volunteers, or consultants to ensure school remains in session and the District is able to meet its food service obligations for the duration of the strike, subject to any final approval of the School Board required by law. Any District policies or procedures for School Board approval prior to engaging such services are temporarily suspended for the duration of the strike unless required by law.
 - c. Take temporary emergency steps as deemed necessary (1) to ensure the District is able to carry out its educational mission to the maximum extent possible during a strike, (2) to avoid interruptions to the business of the District as much as possible, and (3) to ensure the safety of students, staff, families, and property.
 - d. Continue advising all employees of their rights and responsibilities during a strike, along with the District’s rules regarding striking employees.
 - e. Determine who must report to work during the strike, excluding any Food Service bargaining unit members who are participating in the strike.
 - f. Implement a reduction in hours for non-essential, non-striking employees, if necessary.
 - g. Take all steps necessary to ensure safe and uninterrupted passage to and from District property for all non-striking employees, students, and families.
 - h. Pursue contracted options to continue food service during the strike.

- i. Temporarily close school, close buildings, cancel programs or cancel activities when deemed to be in the best interests of the District and its students.
2. In the event of a strike by the Union, the Superintendent or his designee is authorized to enforce the following personnel standards to the maximum extent permitted by law:
 - a. In accordance with Minnesota law, any employee who is not in the Food Service bargaining unit and who is absent from any portion of the employee's work assignments without permission of the appropriate supervisor on the date or dates a strike occurs will be presumed to have participated in an unlawful strike and will be subject to immediate termination consistent with Minn. Stat. § 179A.19.
 - b. No striking employee will be paid wages or benefits. For wages due prior to the commencement of the strike, the District will issue a paycheck to striking employees on the next regularly scheduled payday.
 - c. The District will discontinue contribution to all group insurance coverage for striking employees to the extent permitted by law. Such employees will be notified by letter how they may continue group coverage at their own expense.
 - d. No striking employee will be eligible for any type of leave or paid leave benefits.
 - e. No striking employee will receive service credit for benefit accrual/insurance contribution purposes or pay increases for the time spent on strike.
 - f. Any employee who lawfully participates in the strike is required to work with District administration to turn in all District property at the employee's work site before the strike commences. For purposes of this paragraph, District property includes, but is not limited to, any keys, key fobs, access cards, computers, and login credentials used to access computer systems for work purposes. Employees will not be required to turn in login credentials for their individual work email accounts unless the login information is required for the District to access an account or information necessary to continue District operations during the strike.
 - g. Striking employees will not have access to District email or computer systems. District administration is directed to suspend access to District email and computer systems for striking employees.
 - h. To avoid disruption on school property, conflict in the workplace, and disruption to the District's educational mission and operations during the strike, as a general rule, striking employees are not allowed to take part in any other District work assignments for the duration of the strike, regardless of whether the assignment is full-time, part-time, or on a volunteer basis. As an exception, striking employees who hold regularly scheduled positions, outside of the food service bargaining unit as of February 6, 2023, will be allowed to continue to report to work for those positions, with the understanding that no strike related activity may occur during

such time. Employees will not be allowed to add hours during the strike and may only be on District premises during their regularly scheduled work shift. The District reserves the right to not allow a striking employee to continue working in another position in the event of a disruption in the workplace. This exception will not apply to individuals who are substitutes and do not have a regular schedule

- i. Striking employees will not be allowed to use District facilities or property for the duration of the strike.
 - j. Striking employees who are parents or guardians of children attending school in the District will be permitted to access school property in their capacity as a parent or guardian, provided they comply with all rules and sign-in procedures applicable to building visitors and they do not engage in any picketing activity or other conduct that causes a disruption.
 - k. Striking employees and the Union are expressly prohibited from using District property for any purpose, including, but not limited to, picketing, staging photo ops, holding press conferences, or conducting any other event. For purposes of this paragraph, District property means: (1) any property owned, leased, or controlled by the District, including parking areas, driveways and sidewalks located within the boundaries of such property, and (2) the area within a school bus when that bus is being used to transport one or more students.
3. Members of the Food Service bargaining unit who wish to work will be permitted to work. The District welcomes and encourages employees who desire to work to report for duty. Members of the Food Service bargaining unit will continue to receive the pay and benefits they received under the 2020-2022 collective bargaining agreement if they report for duty during the strike.
4. Unless provided otherwise pursuant to a contract with the District, other employees temporarily hired to provide support during the strike will be paid \$15.00 per hour, consistent with the rate for other temporary/casual positions.

The motion for the adoption of this Resolution was duly seconded by _____ and upon a vote being taken thereon, the following voted in favor of the Resolution:

And the following voted against the Resolution:

Whereupon this Resolution was declared duly passed and adopted.

DETAILED INFO RE DISTRICT SALARY PROPOSAL (2022-2024)

District Last, Best, and Final Proposal – 2.6.23

Classif.	Hours Per Day	Days Per Year	2022-2023 Pay						2023-2024				Two Yr			
			2021-2022 Step	2021-2022 Pay Rate	2022-2023 Step	2022-2023 Rate* (2.1% Salary Schedule Incr. and Elim. of Steps 3, 4, and 5)	Incr/ Hour	% Yr One	2023-2024 Step	2023-2024 Pay Rate* (2.0% Salary Schedule Incr.)	Incr/ Hour	% Yr Two	Two Yr Hourly Incr	Two Yr Percent (Salary Schedule Only)	Two Yr Retention Pay	Two Yr Percent (Salary Schedule and Retention Pay)
3	3	174	3	\$13.85	6	\$15.04	\$1.19	8.6%	7	\$15.69	\$0.65	4.3%	\$1.84	12.9%		28.3%
3	3	174	3	\$13.85	6	\$15.04	\$1.19	8.6%	7	\$15.69	\$0.65	4.3%	\$1.84	12.9%	\$1,200	28.3%
3	3	174	3	\$13.85	6	\$15.04	\$1.19	8.6%	7	\$15.69	\$0.65	4.3%	\$1.84	12.9%		12.9%
3	3	174	3	\$13.85	6	\$15.04	\$1.19	8.6%	7	\$15.69	\$0.65	4.3%	\$1.84	12.9%		12.9%
3	3	174	4	\$14.17	6	\$15.04	\$0.87	6.1%	7	\$15.69	\$0.65	4.3%	\$1.52	10.5%	\$1,200	25.7%
3	2	174	5	\$14.43	6	\$15.04	\$0.61	4.2%	7	\$15.69	\$0.65	4.3%	\$1.26	8.5%	\$1,200	31.2%
3	3	174	6	\$14.73	7	\$15.38	\$0.65	4.4%	8	\$15.95	\$0.57	3.7%	\$1.22	8.1%	\$1,200	22.9%
3	3	174	13-9	\$18.32	13-9	\$18.67	\$0.35	1.9%	13-9	\$19.01	\$0.34	1.8%	\$0.69	3.7%	\$1,200	15.7%
3	3	174	13-9	\$18.32	13-9	\$18.67	\$0.35	1.9%	13-9	\$19.01	\$0.34	1.8%	\$0.69	3.7%	\$1,200	15.7%
4	5.75	174	3	\$15.05	6	\$16.37	\$1.32	8.8%	7	\$17.00	\$0.63	3.8%	\$1.95	12.6%	\$1,200	20.0%
4	5.75	174	3	\$15.05	6	\$16.37	\$1.32	8.8%	7	\$17.00	\$0.63	3.8%	\$1.95	12.6%	\$1,200	20.0%
4	5.75	174	3	\$15.05	6	\$16.37	\$1.32	8.8%	7	\$17.00	\$0.63	3.8%	\$1.95	12.6%	\$1,200	20.0%
4	5.75	174	3	\$15.05	6	\$16.37	\$1.32	8.8%	7	\$17.00	\$0.63	3.8%	\$1.95	12.6%	\$1,200	20.0%
4	5.75	174	3	\$15.05	6	\$16.37	\$1.32	8.8%	7	\$17.00	\$0.63	3.8%	\$1.95	12.6%	\$1,200	20.0%
4	5.75	174	3	\$15.05	6	\$16.37	\$1.32	8.8%	7	\$17.00	\$0.63	3.8%	\$1.95	12.6%	\$1,200	20.0%
4	5.75	174	3	\$15.05	6	\$16.37	\$1.32	8.8%	7	\$17.00	\$0.63	3.8%	\$1.95	12.6%	\$1,200	20.0%
4	5.75	174	3	\$15.05	6	\$16.37	\$1.32	8.8%	7	\$17.00	\$0.63	3.8%	\$1.95	12.6%	\$1,200	20.0%
4	5.75	174	3	\$15.05	6	\$16.37	\$1.32	8.8%	7	\$17.00	\$0.63	3.8%	\$1.95	12.6%	\$1,200	20.0%
4	5.75	174	3	\$15.05	6	\$16.37	\$1.32	8.8%	7	\$17.00	\$0.63	3.8%	\$1.95	12.6%	\$1,200	20.0%
4	5.75	174	5	\$15.66	6	\$16.37	\$0.71	4.5%	7	\$17.00	\$0.63	3.8%	\$1.34	8.4%	\$1,200	15.6%
4	5.75	174	6	\$16.03	7	\$16.67	\$0.64	4.0%	8	\$17.34	\$0.67	4.0%	\$1.31	8.0%	\$1,200	15.1%
4	5.75	174	6	\$16.03	7	\$16.67	\$0.64	4.0%	8	\$17.34	\$0.67	4.0%	\$1.31	8.0%	\$1,200	15.1%
4	5.75	174	7	\$16.33	8	\$17.00	\$0.67	4.1%	9	\$17.67	\$0.67	3.9%	\$1.34	8.0%	\$1,200	15.0%
4	5.75	174	7	\$16.33	8	\$17.00	\$0.67	4.1%	9	\$17.67	\$0.67	3.9%	\$1.34	8.0%	\$1,200	15.0%
4	5.75	174	7	\$16.33	8	\$17.00	\$0.67	4.1%	9	\$17.67	\$0.67	3.9%	\$1.34	8.0%	\$1,200	15.0%
4	5.75	174	7	\$16.33	8	\$17.00	\$0.67	4.1%	9	\$17.67	\$0.67	3.9%	\$1.34	8.0%	\$1,200	15.0%
4	5.75	174	13-9	\$19.79	13-9	\$20.17	\$0.38	1.9%	13-9	\$20.54	\$0.37	1.8%	\$0.75	3.8%	\$1,200	9.6%
4	5.75	174	13-9	\$19.79	13-9	\$20.17	\$0.38	1.9%	13-9	\$20.54	\$0.37	1.8%	\$0.75	3.8%	\$1,200	9.6%
4	5.75	174	13-9	\$19.79	13-9	\$20.17	\$0.38	1.9%	13-9	\$20.54	\$0.37	1.8%	\$0.75	3.8%	\$1,200	9.6%
5	5.75	174	13-9	\$21.45	13-9	\$21.87	\$0.42	2.0%	13-9	\$22.28	\$0.41	1.9%	\$0.83	3.8%	\$1,200	9.1%
5	5.75	174	13-9	\$21.45	13-9	\$21.87	\$0.42	2.0%	13-9	\$22.28	\$0.41	1.9%	\$0.83	3.8%	\$1,200	9.1%
5	5.75	174	13-9	\$21.45	13-9	\$21.87	\$0.42	2.0%	13-9	\$22.28	\$0.41	1.9%	\$0.83	3.8%	\$1,200	9.1%
8	7	174	9	\$24.29	10	\$25.34	\$1.05	4.3%	11	\$26.40	\$1.06	4.2%	\$2.11	8.5%	\$1,200	12.3%
8	7	174	13-5	\$27.40	13-6	\$27.95	\$0.55	2.0%	13-7	\$28.49	\$0.54	1.9%	\$1.09	3.9%	\$1,200	7.3%
8	7	174	13-6	\$27.40	13-7	\$27.95	\$0.55	2.0%	13-8	\$28.49	\$0.54	1.9%	\$1.09	3.9%	\$1,200	7.3%
9	7	174	6	\$24.95	7	\$26.09	\$1.14	4.6%	8	\$27.21	\$1.12	4.3%	\$2.26	8.9%	\$1,200	12.5%
9	8	174	10	\$27.28	11	\$28.47	\$1.19	4.4%	12	\$29.64	\$1.17	4.1%	\$2.36	8.5%	\$1,200	11.4%

* In addition to schedule increase, employees hired prior to July 1, 2022 also receive a Retention Payment in the amount of \$600 each year

Note: Blue = Longevity – Steps 13-1 through 13-9 are longevity steps; Employees on step 13-9 are on the top step of the schedule – % increase applied to base schedule only

FOOD SERVICE SALARY COMPARISONS

Note: Rates do not include certification pay where applicable.

2021-2022 (Last Year of Expired Contract)

Note: Data Sorted by Top Salaries

Cook Assist				Cook				Lead Cook Elem.				Lead Cook Second.			
District	Starting	Top	Yrs to Top	District	Starting	Top	Yrs to Top	District	Starting	Top	Yrs to Top	District	Starting	Top	Yrs to Top
Mahtomedi	---	---	---	Inver Grove Hghts.	\$20.26	\$22.88	20	Hastings	\$21.13	\$28.40	20	Hastings	23.22	29.05	20
Inver Grove Hghts.	\$19.97	\$22.31	20	West St. Paul	\$20.00	\$21.39	20	Richfield	\$21.85	\$25.78	20	Inver Grove Hghts.	\$25.03	\$27.38	20
Richfield	\$15.24	\$18.58	20	AVERAGE (Excl. Hastings)	\$17.90	\$19.92	17	Inver Grove Hghts.	\$23.17	\$25.49	20	Richfield	\$21.85	\$25.78	20
AVERAGE (Excl. Hastings)	\$16.38	\$18.38	18	Hastings	\$15.05	\$19.79	20	West St. Paul	\$22.19	\$23.71	20	AVERAGE (Excl. Hastings)	\$22.45	\$24.35	17
Hastings	\$13.85	\$18.32	20	South St. Paul	\$19.73	\$19.73	1	AVERAGE (Excl. Hastings)	\$21.86	\$23.67	17	Mahtomedi	\$22.35	\$24.23	9
West St. Paul	\$16.67	\$17.90	20	Richfield	\$16.32	\$19.68	20	Mahtomedi	\$21.88	\$23.26	9	South St. Paul	\$23.77	\$23.77	1
South St. Paul	\$16.55	\$17.83	1	Cambridge	\$15.14	\$18.07	30	South St. Paul	\$22.56	\$22.56	1	West St. Paul	\$22.19	\$23.71	20
Cambridge	\$13.46	\$15.30	30	Mahtomedi	\$15.92	\$17.74	9	Cambridge	\$19.49	\$21.24	30	Cambridge	\$19.49	\$21.24	30

Note 1: Mahtomedi contracted under Stillwater contract

Note 2: Farmington does not employ food service employees; contracted through Chartwells

Note 3: South St. Paul food service employees are under individual agreements; not organized

Note 4: Cambridge did not provide step movement in 2021-2022; paid an off schedule stipend of \$1,250 for employees working six hours or more for 2021-2022 only. Stipend pro-rated if less than six hours per day.

2022-2023 (Year 1)

Cook Assist				Cook				Lead Cook Elem.				Lead Cook Second.			
District	Starting	Top	Yrs to Top	District	Starting	Top	Yrs to Top	District	Starting	Top	Yrs to Top	District	Starting	Top	Yrs to Top
Mahtomedi	---	---	---	Inver Grove Hghts.	\$22.37	\$23.32	20	Hastings (Excl. Retention \$)	\$23.17	\$28.95	17	Hastings (Excl. Retention \$)	\$25.47	\$31.66	17
Inver Grove Hghts.	\$20.37	\$22.74	20	West St. Paul	\$20.50	\$22.86	20	Richfield	\$22.29	\$26.30	20	Inver Grove Hghts.	\$25.53	\$27.91	20
West St. Paul	\$17.09	\$19.89	20	AVERAGE (Excl. Hastings)	\$18.68	\$20.86	13	Inver Grove Hghts.	\$23.63	\$25.98	20	Richfield	\$22.29	\$26.30	20
AVERAGE (Excl. Hastings)	\$16.98	\$19.36	13	Hastings (Excl. Retention \$)	\$16.37	\$20.17	17	West St. Paul	\$22.74	\$25.40	20	Mahtomedi	\$23.71	\$26.14	9
South St. Paul	\$16.88	\$18.99	1	South St. Paul	\$20.12	\$20.12	1	Mahtomedi	\$23.24	\$25.15	9	West St. Paul	\$22.74	\$25.40	20
Richfield	\$15.54	\$18.95	20	Richfield	\$16.65	\$20.07	20	AVERAGE (Excl. Hastings)	\$22.57	\$24.66	13	AVERAGE (Excl. Hastings)	\$23.18	\$25.36	13
Hastings (Excl. Retention \$)	\$15.04	\$18.67	17	Mahtomedi	\$17.10	\$19.73	9	South St. Paul	\$23.01	\$23.01	1	South St. Paul	\$24.25	\$24.25	1
Cambridge	\$15.00	\$16.25	6	Cambridge	\$17.43	\$19.03	6	Cambridge	\$20.54	\$22.14	6	Cambridge	\$20.54	\$22.14	6

Hastings overall financial proposal includes a one time retention payment of \$600 each year of the agreement for employees employed on June 30, 2022. Retention payment NOT included in comparison data above.

Note 1: Mahtomedi contracted under Stillwater contract

Note 2: Farmington does not employ food service employees; contracted through Chartwells

Note 3: Richfield does not have 2022-2023 contract settled; rates are based on an estimated increase of 2% over 2021-2022

Note 4: South St. Paul food service employees are under individual agreements; not organized

Note 5: Cambridge reduced schedule from 30 years to top, to a six step schedule. Steps resumed

Member _____ introduced the following Resolution and moved its adoption:

RESOLUTION REGARDING LAST, BEST, AND FINAL OFFER

WHEREAS, the School District has been in negotiations with SEIU Local 284, Food Service Personnel (“Union”) regarding a new collective bargaining agreement (“CBA”) to take effect July 1, 2022;

WHEREAS, the 2020-2022 CBA expired June 30, 2022, but has remained in effect pursuant to the provisions of Minn. Stat. § 179A.20, subd. 6;

WHEREAS, by operation of law, the 2020-2022 CBA will no longer continue in effect once the Union’s right to strike matures;

WHEREAS, the District and the Union have participated in four mediation sessions with the assistance of Bureau of Mediation Services mediators collectively consisting of more than 30 hours of mediation;

WHEREAS, during the parties’ last mediation session on February 2, 2023, the District’s bargaining team provided a modified financial proposal for a new two-year CBA, and a variety of other options, including a one-year CBA, in an effort to continue negotiations and to address concerns raised by the Union in comments at the bargaining table and to the media;

WHEREAS, over the course of approximately 11 hours of mediation on February 2, the Union did not express any willingness to change its previous proposals the District rejected when the parties last met in mediation on December 21, 2022 and the Union attempted to add a new issue to the bargaining table;

WHEREAS, the District is unable to engage in further negotiations due to the Union’s refusal to modify proposals;

WHEREAS, the Union has not provided the District with any data to support the financial and benefits package it is demanding for the Food Service bargaining unit;

WHEREAS, the District has attempted to treat employee groups similarly to the maximum extent possible during the most recent round of negotiations and the Union’s demands regarding wages and benefits greatly exceed what other employee groups have accepted;

NOW, THEREFORE, BE IT RESOLVED by the School Board of Independent School No. 200, Hastings, that the Superintendent or his designee is hereby authorized and directed to communicate the last, best, and final offer attached to this Resolution to the Union’s lead negotiator as soon as possible.

The motion for the adoption of this Resolution was duly seconded by _____ and upon a vote being taken thereon, the following voted in favor of the Resolution:

And the following voted against the Resolution:

Whereupon this Resolution was declared duly passed and adopted.

DISTRICT'S LAST, BEST, AND FINAL OFFER

Food Service Negotiations

February 6, 2023

The following constitutes the District's last, best, and final offer to SEIU Local 284, Food Service Personnel:

1. The parties will modify all dates in the contract to reflect a two year contract with a term of July 1, 2022 through June 30, 2024.
2. The following housekeeping items will be addressed in the new CBA:
 - *Update all dates to reflect a contract term of July 1, 2022 through June 30, 2024*
 - *All old dates that no are no longer relevant to the CBA will be removed*
 - *References to the "employer," including references to "school district" or "school board," will be changed to "District" for purposes of consistency*
 - *All numbers ten and under will be spelled out; all numbers over ten will be written as numbers*
 - *Revise all Article references to be Roman numerals (this will result in current language using this format to be consistent)*
 - *References to approval by Superintendent changed to Director of Human Resources*
 - *References to Appendices will be updated as needed based on Appendix changes noted below.*
3. The District's current practice of making VEBA contributions on an annual basis will be discontinued and shifted to a monthly contribution schedule as noted in the insurance language below.
4. The parties will execute a MOU to address the following (See attached MOU):

The District will transmit a list of employees in the bargaining unit to the Union monthly by the end of the month with the following information: full name, address, work hours, number of days scheduled per year, work location, position, wage, date of employment, and email addresses.

MOU will automatically sunset on June 30, 2024.
5. The following financial package will be implemented as outlined in the attached Appendix A to be included in the new CBA:
 - a. General wage increase
 - o 2.1 % increase to salary schedule in year one (2022-2023)
 - o 2.0 % increase to salary schedule in year two (2023-2024)
 - o Longevity steps are not subject to the salary schedule increases above.

- b. Step elimination
 - o Eliminate Step 3, Step 4, and Step 5 on the salary schedule effective July 1, 2022
- c. Retention payment
 - o All Food Service employees hired before June 30, 2022, will receive a one-time payment of \$600 in year one (2022-2023), with payment being made as soon as the District is able to process the payment following ratification. To be eligible for this payment, employees must be actively employed at the time the Agreement is ratified.
 - o All Food Service employees hired before June 30, 2022, will receive a one-time payment of \$600 in year two (2023-2024) with payment being made in December 2023. To be eligible for this payment, employees must be actively employed at the time the payment is made.

6. Article III will be modified as follows:

Section 1. Wage Rates

The positions and wages reflected in Appendix A-1 & A-2 (~~salary schedule~~), attached hereto, incorporated herein and a part of this Agreement, shall be in effect for the duration of said Agreement. ~~all Food Service employees~~. The work day shall be assigned by the administration. All lead cooks will work a seven or eight hour day (at the discretion of the administration) inclusive of lunch.

- ~~Grade 3, Cook's Assistant~~
- ~~Grade 4, Cook*~~
- ~~Grade 8, Lead Cook I (Elementary)~~
- ~~Grade 9, Lead Cook II (Middle & High School)~~

Section 5. Job Postings

All vacancies will be posted for a minimum of five ~~(5)~~ days. All job openings will be posted. Postings will consist of notification ~~via through school~~ district email ~~sent out district wide~~ and will be available ~~to view~~ on the school district website. Positions may be posted internally and externally or internally first, but not externally first, however, interviews will be conducted with selected internal applicants, prior to the consideration of external candidates. ~~All positions shall be posted and shall state that only food service employees who are regularly employed are eligible to apply. Postings for short hour jobs (Cook's Asst., 2.5 or 3 hr.) will be posted simultaneously as internal and external postings to provide efficient filling~~

~~of vacancies. If any vacancies exist at the time of the Back to School Mailing, the Director of Food Service will include the posting information in the mailing to current food service staff.~~

In an effort to encourage professional development, regular employees not awarded a position, upon request, will be provided the reasons for not being selected for the position for which they applied.

Daily and/or long term substitute employees would not be eligible. However, if the vacant position is not filled by a food service employee who is regularly employed, the position would then be posted again and made available to substitutes and all other interested persons.

7. Article V will be modified as follows:

The language currently in Sections 2 (Medical-Hospitalization Insurance), 4 (Dental Insurance), and 7 (Combining Hours) of the CBA will be removed and replaced with the new language outlined below. Section 3 (Income Protection Insurance) will be renumbered to Section 6. Section 5 (Life Insurance) will be renumbered to Section 8. Section 6 (Claims Against the School District) will be renumbered to Section 9. The following new language will be added:

Section 2. Eligibility

Employees who are regularly-scheduled to work at least 850 hours per year are eligible for the benefits listed in this Article.

Section 3. Coverage Under Multiple Bargaining Units

If an employee is employed in more than one bargaining unit in the District they can combine the hours worked in all of the units to determine their eligibility for benefits under this Article.

Section 4. Combined Coverage

Each employee may only be covered by one policy under each of the District's insurance plans, e.g. health and dental insurance.

Section 5. Medical-Hospitalization Insurance

Subd. 1

The District shall contribute the amounts listed in Subdivisions 2 and 3 of this Section toward the cost of premiums for employees who are enrolled in one of the District's group medical-hospitalization plans and are eligible for benefits as defined in Section 2 of this Article. The amount contributed shall not exceed the actual cost of the insurance premium.

Any remaining amount not contributed by the District shall be borne by the employee through pre-tax payroll deduction.

Subd. 2

The District's maximum monthly contribution for single plans for 2022-23 and 2023-2024 shall be the monthly cost of Comp Basic single for employees who qualify for and are enrolled in the District group medical plan. Employees shall receive a share of that maximum contribution as determined by their regularly-scheduled hours per year as listed below:

<u>Regularly-Scheduled Hours Per Year</u>	<u>Percentage of Maximum Contribution</u>	<u>Maximum Monthly Contribution</u>
<u>1605.01 to 1888</u>	<u>100%</u>	<u>\$769</u>
<u>1416.01 to 1605</u>	<u>85%</u>	<u>\$653</u>
<u>1227.01 to 1416</u>	<u>75%</u>	<u>\$576</u>
<u>944.01 to 1227</u>	<u>65%</u>	<u>\$500</u>
<u>850 to 944</u>	<u>50%</u>	<u>\$384</u>

The District's maximum monthly contribution for employees participating in a high-deductible single plan shall be \$100 lower than those listed in this Subdivision.

Subd. 3

The District's maximum monthly contribution for family plans in 2022-23 and 2023-2024 shall be \$1,614, for employees who qualify for and are enrolled in the District group medical plan. Employees shall receive a share of that maximum contribution as determined by their regularly-scheduled hours per year as listed below:

<u>Regularly-Scheduled Hours Per year</u>	<u>Percentage of Maximum Contribution</u>	<u>Maximum Monthly Contribution</u>
<u>1605.01 to 1888</u>	<u>100%</u>	<u>\$1,614</u>
<u>1416.01 to 1605</u>	<u>85%</u>	<u>\$1,372</u>

<u>1227.01 to 1416</u>	<u>75%</u>	<u>\$1,210</u>
<u>944.01 to 1227</u>	<u>65%</u>	<u>\$1,049</u>
<u>850 to 944</u>	<u>50%</u>	<u>\$807</u>

The District's maximum monthly contributions for employees participating in a high-deductible Family plan shall be \$200 lower than those listed in this Subdivision.

Subd. 4

For the 2023-2024 plan year (through June 30, 2024) an employee shall experience an increase in the employee's share of the premium contribution for family coverage of no more than \$15.00 per month.

Subd. 5

For employees who are eligible for benefits according to Section 2 of this Article and who are enrolled in one of the District's high-deductible medical-hospitalization plans, the District's monthly contribution to a VEBA shall be as defined below. For the 2022-2023 plan year only, the full contribution shall be made on July 1 unless it is an employee's first year of employment in which case the contribution will be made on their first day of enrollment in the insurance plan. Effective July 1, 2023 the contribution will be divided equally over the number of payrolls elected by the employee each year.

<u>Plan Type</u>	<u>Monthly Contribution</u>
<u>Single</u>	<u>\$100</u>
<u>Family</u>	<u>\$200</u>

Subd. 6

When an employee and their spouse are both members of the bargaining unit, or members of another bargaining unit eligible to combine coverage, and covered under the District's medical-hospitalization insurance plan, they will be covered by single insurance plans unless the employees have dependents, in which case they will be covered by one family plan. The District will allow combining of contributions (policy holder family

contribution plus the spouse's single contribution) on family insurance if coverage is needed because the employees have dependents.

Section 7. Dental Insurance

Subd. 1

Employees will be notified by mail and given the opportunity to enroll whenever there is an open enrollment period with the dental insurance carrier.

The District shall contribute the amounts listed in this Section toward the cost of premiums for employees who are enrolled in one of the District's group dental plans and are eligible for benefits as defined in Section 2 of this Article. The amount contributed shall not exceed the actual cost of the insurance premium. Any remaining amount not contributed by the District shall be borne by the employee through pre-tax payroll deduction.

<u>Hours Worked Per Year</u>	<u>Maximum Monthly Contribution</u>
<u>1605.01 to 1888</u>	<u>\$81</u>
<u>1416.01 to 1605</u>	<u>\$69</u>
<u>1227.01 to 1416</u>	<u>\$61</u>
<u>944.01 to 1227</u>	<u>\$53</u>
<u>850 to 944</u>	<u>\$41</u>

Subd. 2 Spouse Contribution for Dental Coverage

When an employee and their spouse are both members of the bargaining unit, or members of another bargaining unit eligible to combine coverage, and covered under the District's dental insurance plan, they will be covered by one family plan. The District will allow combining of contributions (policy holder family contribution plus the spouse's single contribution) on family insurance if coverage is needed because the employees have dependents.

8. Article VI will be modified as follows:

Section 1. Sick Leave

Food Service Employees will be granted nine ~~9~~ days of sick leave per year. Payment for sick leave shall be based on the employee's regularly scheduled base hours per day. at the proration of their average hours per day. When an employee has accumulated 150 days of sick leave the employee will be paid up to five days beyond 150 days at a rate of ~~\$14.50~~ \$16.50 per hour. These days will be paid in a supplemental payroll at the end of July.

Section 4. Leaves of Absence

Subd. 1. Essential Leave

All employees will be granted two days of essential leave, ~~of no more than two (2) days~~ per year, non-accumulative, for situations that arise requiring the employee's personal attention which cannot be attended to when school is not in session and which are not covered under other policies. The leave is granted according to the employees's regularly scheduled base ~~pro-rated~~ hours per day. Any days that are unused will be paid at a rate of ~~\$14.50~~ \$16.50 per hour. The payment of unused days will occur in a supplemental payroll at the end of July.

9. Article VIII (Miscellaneous) will be modified as follows:

Section 4. Footwear

Effective July 1, 2022 each employee will be required to wear safe, appropriate, non-slip footwear during their duty time. Employees may order approved shoes from a company designated by the school district that will be slip resistant and have a sturdy upper (such as leather or vinyl, but not canvas). The district's contribution through the approved vendor will be up to ~~\$125~~ \$150 per year.

10. Appendices will be updated or removed as follows:
- a. Appendix A-1 will be replaced with the new attached Appendix A.
 - b. Appendix A-2 will be removed.
 - c. Appendix B-1 will be removed.
 - d. Appendices C-1 and C-2 will be relabeled as Appendices B-1 and B-2 and updated to remove employees who no longer work for the District.

- e. Appendix D-1 will be relabeled as Appendix C.
- f. Appendix E-1 will be removed because the information is included in the insurance language outlined above.
- g. Appendix F-1 will be relabeled as Appendix D and updated to remove employees who no longer work for the District.

NOTICE OF INTENT PROVIDED TO THE UNION

September 15, 2022

Hal Goetz
Business Agent
SEIU Local 284
450 Southview Boulevard
South St. Paul, MN 55075

Dear Hal:

As you know, the collective bargaining agreement between Independent School District No. 200, Hastings ("District") and SEIU Local 284 (Food Service Personnel) expired on June 30, 2022. As both parties begin negotiations for the 2022-24 Agreement, this letter serves to inform the Union that the District will no longer continue the following past practice, effective at the time of the ratification of the 2022-24 collective bargaining agreement:

The collective bargaining agreement does not specify that a VEBA contribution will be made for employees participating in the high deductible/VEBA plan, nor does it specify the amount or frequency of such contributions. The District has, in the past, made the full contribution for the entire year at the beginning of the year, specifically on July 1. The District will no longer contribute 100% of the VEBA contribution at the beginning of the year.

This letter serves as the District's notice to the Union of its intent to discontinue the aforementioned past practice. Please contact me if you have questions.

Sincerely,

Cathy Moen
Director of Human Resources



**MEMORANDUM OF UNDERSTANDING
MONTHLY TRANSMISSION
OF MEMBER INFORMATION**

This Memorandum of Understanding is entered into between Independent School District No. 200, Hastings, Minnesota (hereinafter referred to as the “District”) and SEIU Local 284, Food Service Personnel (hereinafter referred to as the “Union”).

WHEREAS, as a part of the negotiation of the 2022-2024 Food Service Personnel Agreement, the Union requested that information on members be provided by the District on a regular basis.

NOW THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. At the end of each month, the District will electronically transmit a list of members of the Food Service bargaining unit the Union, to include the following information:
 - a. Employee’s full name
 - b. Address
 - c. Work hours
 - d. Number of days scheduled per year
 - e. Work location
 - f. Position
 - g. Wage
 - h. Date of employment
 - i. Email address

2. This MOU will sunset on June 30, 2024.

HASTINGS PUBLIC SCHOOLS - ISD 200

SEIU Local 284 – Food Service Personnel

DATE: _____

DATE: _____

BY: _____

For the District

BY: _____

Union President

APPENDIX A

2022-2023

DESCRIPTION	Step	Grade 9	Grade 8	Grade 5	Grade 4	Grade 3
<u>Hourly Rates</u>						
Grade 9						
Lead Cook II (MS & HS)	6	\$25.47	\$23.17	\$17.84	\$16.37	\$15.04
	7	\$26.09	\$23.74	\$18.17	\$16.67	\$15.38
Grade 8	8	\$26.68	\$24.25	\$18.54	\$17.00	\$15.64
Lead Cook I (Elementary)	9	\$27.28	\$24.80	\$18.91	\$17.32	\$15.95
	10	\$27.85	\$25.34	\$19.28	\$17.67	\$16.25
Grade 4	11	\$28.47	\$25.88	\$19.63	\$17.98	\$16.58
Cook*	12	\$29.06	\$26.41	\$20.02	\$18.33	\$16.85
	13-1	\$29.66	\$26.95	\$20.37	\$18.67	\$17.17
Grade 3						
Cooks Assistant	Longevity					
	13-2	\$29.66	\$26.95	\$20.37	\$18.67	\$17.17
	13-3	\$29.66	\$26.95	\$20.37	\$18.67	\$17.17
	13-4	\$30.66	\$27.95	\$21.12	\$19.42	\$17.92
	13-5	\$30.66	\$27.95	\$21.12	\$19.42	\$17.92
	13-6	\$30.66	\$27.95	\$21.12	\$19.42	\$17.92
	13-7	\$30.66	\$27.95	\$21.12	\$19.42	\$17.92
	13-8	\$30.66	\$27.95	\$21.12	\$19.42	\$17.92
	13-9	\$31.66	\$28.95	\$21.87	\$20.17	\$18.67

one-time payment of \$600 paid out within 30 days of contract ratification. Employees who have separated from employment prior to school board approval of the Collective Bargaining Agreement are not eligible.

2023-2024

DESCRIPTION	Step	Grade 9	Grade 8	Grade 5	Grade 4	Grade 3
<u>Hourly Rates</u>						
Grade 9						
Lead Cook II (MS & HS)	6	\$25.98	\$23.63	\$18.20	\$16.70	\$15.34
	7	\$26.61	\$24.21	\$18.53	\$17.00	\$15.69
Grade 8	8	\$27.21	\$24.74	\$18.91	\$17.34	\$15.95
Lead Cook I (Elementary)	9	\$27.83	\$25.30	\$19.29	\$17.67	\$16.27
	10	\$28.41	\$25.85	\$19.67	\$18.02	\$16.58
Grade 4	11	\$29.04	\$26.40	\$20.02	\$18.34	\$16.91
Cook*	12	\$29.64	\$26.94	\$20.42	\$18.70	\$17.19
	13-1	\$30.25	\$27.49	\$20.78	\$19.04	\$17.51
Grade 3						
Cooks Assistant	Longevity					
	13-2	\$30.25	\$27.49	\$20.78	\$19.04	\$17.51
	13-3	\$30.25	\$27.49	\$20.78	\$19.04	\$17.51
	13-4	\$31.25	\$28.49	\$21.53	\$19.79	\$18.26
	13-5	\$31.25	\$28.49	\$21.53	\$19.79	\$18.26
	13-6	\$31.25	\$28.49	\$21.53	\$19.79	\$18.26
	13-7	\$31.25	\$28.49	\$21.53	\$19.79	\$18.26
	13-8	\$31.25	\$28.49	\$21.53	\$19.79	\$18.26
	13-9	\$32.25	\$29.49	\$22.28	\$20.54	\$19.01

Retention payment: For 2023-2024, all food service employees hired on or before June 30, 2022 will receive a one-time payment of \$600 paid out the first payroll in December 2023. Employees who have separated from employment prior to December 1, 2023 are not eligible.

* The following cooks are grandfathered in at Grade 5 of the salary schedule:

- Linda Dushane
- Colleen Franzen
- Suzanne Loahr
- Renee Niesen
- Cynthia Pumphrey