

**Hastings Area Public Schools - ISD 200**  
**School Board Meeting Agenda**

Wednesday, March 29, 2023  
Special Meeting of the Hastings School Board  
District Office - Conference Room A

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- I. **Call Meeting to Order**
  - a. Attendance
- II. **Pledge of Allegiance**
- III. **Motion to approve the agenda/table file**
- IV. **Items for Discussion and Possible Action**
  - a. Food Service Contract
- V. **Adjournment**

## **STRIKE SETTLEMENT AGREEMENT**

This Strike Settlement Agreement (“Agreement”) is entered into by and between Independent School District No. 200, Hastings (“District”) and SEIU Local 284 (“Union”). The District and the Union are referred to herein as the “Parties.”

WHEREAS, the District and the Union entered into a collective bargaining agreement outlining the terms and conditions for food service employees with a term running from July 1, 2020 through June 30, 2022 (“2020-2022 CBA”);

WHEREAS, the District and the Union previously attempted to negotiate a new collective bargaining agreement to take effect July 1, 2022 without success;

WHEREAS, the Union commenced a strike on February 7, 2023 (“Strike”);

WHEREAS, Minnesota Statutes section 179A.20, subdivision 6 provides that an expired collective bargaining agreement no longer continues in effect once the Union’s right to strike matures unless the parties agree otherwise;

WHEREAS, the 2020-2022 CBA expired and no longer continued in effect when the Union’s right to strike matured;

WHEREAS, there was no agreement between the Parties to continue the term of the 2020-2022 CBA after the Union’s right to strike matured;

WHEREAS, the Parties have now reached a tentative agreement on a new collective bargaining agreement to take effect July 1, 2022 and wish to enter into this Agreement to resolve the Strike.

NOW, THEREFORE, the Parties agree as follows:

### **Resolution of Labor Dispute**

1. On behalf of its members, the Union agrees to terminate the Strike and return to work subject to the terms of this Agreement and the Parties’ new collective bargaining agreement, which will be effective from July 1, 2022 through June 30, 2023 (“2022-2023 CBA”). No compensation will be paid by the District for any time not worked due to participation in the Strike.
2. Promptly upon ratification of the 2022-23 CBA and until March 30, 2023 or the conclusion of the Strike, whichever is later, the Union and its officers, agents, and members will immediately cease any strike-related activity, including, but not limited to, picketing, advertising, and social media.
  - a. The Union agrees not to disparage the District or individual employees, representatives, and Board members of the District or engage in anti-District publicity.

- b. The Union will refrain from and immediately cease any activity of any nature directed against any bargaining unit employees, non-bargaining unit employees, temporary employees, or contracted workers in connection with or related to their non-participation in or non-support of the Strike.
- c. The Union agrees it would not be appropriate for members of the bargaining unit to discuss issues related to the Strike or issues related to the negotiations for the 2022-2023 CBA with students, parents/guardians, or other employees during their duty day. The Parties agree members of the bargaining unit may discuss negotiations issues with other employees during scheduled breaks or outside of their duty day, provided that they do not engage in behavior that causes a disruption in the workplace. If asked about the strike, members of the bargaining unit should respond by stating the strike has been resolved and the Parties are focused on the future.
- d. This section 2 of the Agreement will expire on June 30, 2023.

### **Return to Work**

- 3. Striking members of the bargaining unit will return to work at their regularly scheduled start time on Thursday, March 30, 2023. Striking members of the bargaining unit will be reinstated to their pre-strike job classifications and scheduled hours without loss of seniority. Bargaining unit seniority will not be impacted due to the Strike. The District will maintain right of assignment in its sole discretion to determine the location and work shift of each employee who is returning to work following the Strike.
- 4. Between March 30, 2023 and April 6, 2023 with prior written approval from the Food Service Director, members of the bargaining unit may work up to five additional hours outside of their regularly scheduled shift for the purpose of ensuring the District's kitchens are configured to resume normal food services operations.
- 5. In the event that a school closure as outlined in Article VI, Section 4, Subdivisions 3 or 6 of the 2022-2023 CBA occurs on March 30, 2023, members of the bargaining unit will be treated as if they had returned to work and will be eligible for the emergency school closing benefits provided in the 2022-2023 CBA.
- 6. Employees who were on a probationary status at the time the Strike commenced on February 7, 2023 will resume their probationary status. Days not worked during the Strike will not count toward completion of the applicable probationary period set forth in the CBA. Participation in the strike will not otherwise be considered a break in service as it relates to any provision of the 2022-23 CBA or any future collective bargaining agreement.
- 7. Striking members of the bargaining unit who will not be returning to work must notify the District on or before 12:00 p.m. on Saturday, March 25<sup>th</sup>, 2023. Any striking employee

who fails to report to work on March 30, 2023 will be considered to have abandoned their job and may be discharged by the District. Any exceptions must be jointly agreed to by the District and the Union.

The following individuals are approved to return to work on a later date as set forth below:

1. REDACTED
2. REDACTED
3. REDACTED

Employees who do not return to work on March 30, 2023 will be required to use available paid leave to cover their absences. Employees who wish to use paid leave prior to their return to work must submit their leave request through the District's timekeeping system. The District reserves the right to seek a doctor's verification for sick leave requests. Employees who do not have available paid leave will not be paid for days not worked. No employee will be eligible to receive pay for any holidays until they have returned to duty.

8. Once striking employees begin returning to work, the District will begin transitioning non-bargaining unit workers who were reassigned to assist with food service back to their regular work assignments. The District will also begin the process of discontinuing its use of contracted food service workers pursuant to the terms of its agreement with Food Staffing Services ("FSS"). The District may continue using contracted food service workers or non-bargaining unit workers in its sole discretion if there are staffing shortages requiring the use of contracted workers or non-bargaining unit workers to ensure the District is able to meet its food service obligations until June 9, 2023. The Parties agree there will be no grievances filed related to non-bargaining unit workers or contractors performing bargaining unit work completed through June 30, 2023.
9. It is understood and agreed that all of the District's policies and procedures regarding employee conduct will be adhered to and the rights of all employees and contractors will be protected and respected in accordance with said policies and procedures. All bargaining unit employees will be expected to conduct themselves in a cooperative and respectful manner. Disrespectful behavior, discrimination, harassment, and retaliation toward any employee or contractor will not be tolerated and will be grounds for discipline, up to and including immediate discharge.

### **Employee Benefits**

10. For those bargaining unit employees who are enrolled in District-sponsored medical, dental and other insurance plans, the District will reinstate their coverage under those plans effective April 1, 2023. Members of the bargaining unit who did not work during the Strike will not receive a District contribution toward health, dental, and other insurance for the time period running from February 7, 2023 through March 31, 2023.
11. Employee benefits, including any payroll deductions for applicable premiums, will be reinstated as to those coverages selected by participating bargaining unit members as of

April 1, 2023. Effective at the end of the day on March 31, 2023, all COBRA coverage will be cancelled.

12. To the extent returning to work from the Strike is considered a qualifying life event for purposes of making allowable changes to insurance coverage elections under the District-sponsored benefit programs, striking members of the bargaining unit will have thirty (30) days to notify Jenny Burg, Payroll/Benefits Supervisor, of any requested benefit change(s) and provide the required documentation.
13. If a striking member of the bargaining unit was approved to use a paid leave day during the time period of the Strike and the approved leave day was charged against the employee's paid leave balance, the District will reinstate the leave day(s) to the employee's leave balance.
14. Paid leave provided under the 2022-2023 CBA will be prorated and adjusted for any time not worked during the time period of the Strike.

#### **Mutual Release of Claims**

15. It is the intention of the Parties that all aspects of the Strike and their labor dispute are resolved completely and finally, and that no issues or differences remain between them as a result of the Strike. To that end, the Parties specifically agree that each and every provision of this Agreement will be construed to give effect to that intention and purpose.
16. The Parties agree that any pending information requests related to negotiations, the Strike, or their labor dispute are withdrawn, effective immediately.
17. In consideration for the mutual covenants made in this Agreement, the Union releases the District and its board members, employees, representatives, and agents from any and all claims, grievances, causes of action, agreements demands, suits, losses, and liabilities of any kind and description whatsoever, whether legal or equitable and whether known or unknown, which arise out of, relate to, or are in connection with the negotiations leading up to the ratification of the 2022-2023 CBA, the Strike, the termination of the 2020-22 CBA, the hiring of any temporary replacement workers or contractors by the District, or any acts or omissions by the District, of any of its board members, employees, agents, or representatives during the period of the negotiations leading up to the 2022-2023 CBA through the date of this Agreement, including but not limited to any claim, grievance, or other liability or obligation whatsoever. This release includes, without limitation, any claims arising out of the Public Employment Labor Relations Act, Chapter 179A of the Minnesota Statutes, or other applicable Minnesota law.
18. In consideration for the mutual covenants made in this Agreement, the District releases the Union and its representatives and agents and bargaining unit members from any and all claims, grievances, causes of action, agreements demands, suits, losses, and liabilities of any kind and description whatsoever, whether legal or equitable and whether known or unknown, which arise out of, relate to, or are in connection with the negotiations leading

up to the ratification of the 2022-2023 CBA, the Strike, the termination of the 2020-22 CBA or any acts or omissions by the Union, of any of its board members, employees, agents, bargaining unit members, or representatives during the period of the negotiations leading up to the 2022-2023 CBA through the date of this Agreement, including but not limited to any claim, grievance, or other liability or obligation whatsoever. This release includes, without limitation, any claims arising out of the Public Employment Labor Relations Act, Chapter 179A of the Minnesota Statutes, or other applicable Minnesota law.

### **Miscellaneous**

19. The Parties agree that this Agreement does not constitute any admission of guilt, fault, responsibility, or liability on the part of any Party.
20. There will be no reprisals, penalties, recriminations, fines, discrimination, or disciplinary action taken by the District, or its employees or agents, against any bargaining unit member on account of the individual's participation in or non-participation in, or support or non-support, of the Strike. Nothing in this Paragraph will prevent the District from acting within the bounds of its authority and the CBA to take disciplinary actions against striking employees who engaged in conduct that violates any District policies, procedures, or directives prior to or during the Strike.
21. There will be no reprisals, penalties, recriminations, fines, discrimination, or disciplinary action by the Union, or its officers, agents, representatives, stewards and members, against any bargaining unit member on account of the individual's participation in or non-participation in, or support or non-support, of the Strike.
22. This Agreement, and the 2022-2023 CBA, will be effective upon final approval by the Union and the District's School Board.
23. Any disputes arising out of the interpretation or application of the terms and provisions of this Agreement will be resolved in accordance with the grievance and arbitration procedures set forth in the 2022-2023 CBA.
24. The provisions of this agreement shall be severable if any provision hereof or the application of any such provision under any circumstances is held invalid by a court of competent jurisdiction it shall not affect any other provisions of this agreement or the application of any other provision hereof.

**SEIU Local 284, Food Service Employees**

\_\_\_\_\_  
Hal Goetz, Contract Organizer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Laurie Potthoff, Steward

\_\_\_\_\_  
Date

**Independent School District No. 200, Hastings**

\_\_\_\_\_  
Stephanie Malm, Board Vice Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Becky Beissel, Board Clerk

\_\_\_\_\_  
Date

**TENTATIVE AGREEMENT**  
**Food Service Negotiations**  
**MARCH 23, 2023**

The following constitutes the provisions of a Tentative Agreement between Hastings Public Schools ISD and SEIU Local 284, Food Service Personnel

1. The parties will modify all dates in the contract to reflect a one year contract with a term of July 1, 2022 through June 30, 2023.
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, 2023*
  - *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 of June 30, 2023.
4. The parties will execute a MOU, attached, to address the following:

*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, phone number, number of days scheduled per year, work location, position, wage, date of employment, and email addresses.*

The MOU will remain in effect while the 2022-2023 CBA remains in effect. It will automatically sunset when the 2022-2023 CBA is no longer in effect by operation of law or upon ratification of a successor collective bargaining agreement.
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
    - 2.1 % increase to salary schedule in year one (2022-2023)
    - 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 will receive a one-time payment of \$800 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.

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 IV**

**Section 1. Holidays/Vacation**

Employees will received the following paid holidays, those marked with an asterisk (\*) will be received only by those Lead Cooks and Cooks who were hired before July 1, 2008:

New Year's Day \_\_\_\_\_ Presidents' Day Observed

Good Friday \_\_\_\_\_ Easter Monday\* (only if school is not in session)

Memorial Day \_\_\_\_\_ Labor Day\*

Thanksgiving Day \_\_\_\_\_ Christmas Eve Day\* \_\_\_\_\_

Christmas Day \_\_\_\_\_ New Year's Eve Day\*

Employees hired before July 1, 2008 shall receive six (6) vacation days per year. Employees hired on or after July 1, 2008 shall receive two (2) vacation days per year.

Payments for holidays/vacations shall be made in the time period in which the holiday falls (number of paid hours per day based upon the employee's normal work day - does not include substitute hours).

If school is in session during a designated holiday (e.g. Presidents' Day, Good Friday, etc.), the District reserves the right to reschedule any of the designated holidays.

Employees beginning employment after the start of the school year shall earn a pro-rata amount of vacation.

**8. 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 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>

<a href="#"><u>1227.01 to 1416</u></a>	<a href="#"><u>75%</u></a>	<a href="#"><u>\$576</u></a>
<a href="#"><u>944.01 to 1227</u></a>	<a href="#"><u>65%</u></a>	<a href="#"><u>\$500</u></a>
<a href="#"><u>850 to 944</u></a>	<a href="#"><u>50%</u></a>	<a href="#"><u>\$384</u></a>

[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 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:](#)

<a href="#"><u>Regularly-Scheduled Hours Per year</u></a>	<a href="#"><u>Percentage of Maximum Contribution</u></a>	<a href="#"><u>Maximum Monthly Contribution</u></a>
<a href="#"><u>1605.01 to 1888</u></a>	<a href="#"><u>100%</u></a>	<a href="#"><u>\$1,614</u></a>
<a href="#"><u>1416.01 to 1605</u></a>	<a href="#"><u>85%</u></a>	<a href="#"><u>\$1,372</u></a>
<a href="#"><u>1227.01 to 1416</u></a>	<a href="#"><u>75%</u></a>	<a href="#"><u>\$1,210</u></a>
<a href="#"><u>944.01 to 1227</u></a>	<a href="#"><u>65%</u></a>	<a href="#"><u>\$1,049</u></a>
<a href="#"><u>850 to 944</u></a>	<a href="#"><u>50%</u></a>	<a href="#"><u>\$807</u></a>

[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 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 June 30, 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. 5**

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.

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

9. 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.*

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**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.*

**Subd. 2. Bereavement Leave**

\*(added back into this document 3/24/23 due to inadvertent omission)HG/RCM

In the case of death in the immediate family, (immediate family shall mean spouse, child, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandparent-in-law, grandchildren, stepparent(s), or guardian(s), step-child, aunt, ~~or~~ uncle, or domestic ~~life~~ partner ~~or domestic life partner's parent~~), up to five (5) days will be allowed per death without deduction in pay and without deduction from sick leave. For the purposes of this Subdivision the parent, sibling, or grandparent of an employee's domestic partner will be considered to be that employee's parent-, sibling-, or grandparent-in-law.

For the purposes of this Subdivision "domestic partner" is defined as a person for whom the employee has a District Domestic Partnership Agreement & Affidavit on file with the District.

At the discretion of the Superintendent, up to two (2) days in addition to those identified in paragraph one may be granted. The additional day(s) shall be deducted from sick leave.

All persons regularly employed shall be eligible for bereavement leave as outlined above.

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**Subd. 3. Emergency Closing**

In the event of a school closing called by the Superintendent, due to weather conditions or any other conditions, personnel who were scheduled to work, but directed not to report, will be paid. ~~If staff are directed to report, see the District's Provisions for the Closing of Schools, on the School District webpage under Staff Forms.~~

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**Subd. 6 E-Learning Days**

On E-Learning Days, personnel will have the following options:

Report to work and follow the plans at the direction of the supervisor.

Use a vacation day

Use an essential day

Take an unpaid day

Complete professional development work from home per the direction of the supervisor

Personnel will obtain prior approval from their supervisor as to which option they select.

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10. 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.

11. 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 receive a one-time update to reflect data at time of ratification and renumbered Appendix B.
- c. Appendix C-1 will be removed as information will be included in contract language.
- d. Appendix C-2 will be updated and relabeled as Appendix C.
- e. Appendix D-1 will be removed.
- 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.



**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 2022-2023 Food Service Personnel Agreement (“2022-2023 CBA”), 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. Phone number
  - e. Number of days scheduled per year
  - f. Work location
  - g. Position
  - h. Wage
  - i. Date of employment
  - j. Email address
  
2. This MOU will remain in effect while the 2022-2023 CBA remains in effect. It will automatically sunset when the 2022-2023 CBA is no longer in effect by operation of law or upon ratification of a successor collective bargaining agreement.

HASTINGS PUBLIC SCHOOLS - ISD 200

SEIU Local 284 – Food Service Personnel

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

**APPENDIX A**

2022-2023						
<u>DESCRIPTION</u>	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						
Lead Cook I (Elementary)	8	\$26.68	\$24.25	\$18.54	\$17.00	\$15.64
	9	\$27.28	\$24.80	\$18.91	\$17.32	\$15.95
	10	\$27.85	\$25.34	\$19.28	\$17.67	\$16.25
Grade 4						
Cook*	11	\$28.47	\$25.88	\$19.63	\$17.98	\$16.58
	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

Retention payment: For 2022-2023, all food service staff will receive a one-time payment of \$800 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.

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

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